

**MASTER AGREEMENT #081425****CATEGORY: Ice Rink and Arena Equipment with Related Supplies and Services****SUPPLIER: Clauger Canada Inc.**

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 Clauger Canada Inc., 2386 Industrial Street, Burlington, ON L7L 1A1 Canada (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**

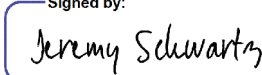
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

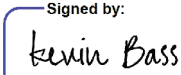
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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

Clauger Canada Inc.

Signed by:  
  
C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 10/10/2025 | 12:33 PM CDT

Signed by:  
  
992CAB19E00C46D...  
 By: \_\_\_\_\_  
 Kevin Bass  
 Title: VP Accounting  
 Date: 10/10/2025 | 12:19 PM CDT

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

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## Vendor Details

Company Name: Clauger Canada Inc

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

Address: 2386 Industrial Street  
Burlington, Ontario L7P 1A1

Contact: Kevin Foster

Email: [kfoster@clauger.ca](mailto:kfoster@clauger.ca)

Phone: 905-334-9388

HST#: 765886304 RT0001

## Submission Details

Created On: Thursday June 26, 2025 07:27:50

Submitted On: Wednesday August 13, 2025 18:35:21

Submitted By: Kevin Foster

Email: [kfoster@clauger.ca](mailto:kfoster@clauger.ca)

Transaction #: c08891ec-80b2-480c-af69-10481ecb8726

Submitter's IP Address: 147.243.246.17

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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.	Clauger Canada Inc.	*
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).	Sotack Clauger 1171 Rue Notre Dame Ouest bureau 200, Victoriaville, Québec G6P 7L1, Canada	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	none	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS code 238290	
6	Proposer Physical Address:	2386 Industrial Street Burlington, Ontario L7L 1A1	*
7	Proposer website address (or addresses):	<a href="https://www.clauger.com/regions/location-canada/">https://www.clauger.com/regions/location-canada/</a> <a href="https://www.clauger.com/">https://www.clauger.com/</a>	*
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):	Kevin Bass VP Accounting 12276 San Jose Blvd ste 410 Jacksonville, FL 32223 kbass@clauger.us 904-465-3510	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Kevin Foster Project Manager kfoster@clauger.ca 905-334-9388	*
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Gino Battel Vice President Canada 2386 Industrial Street Burlington, Ontario, L7L 1A1 gbattel@clauger.us 519-808-0669	*

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

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested Solutions.	Clauger’s mission—“Innovating with you today for a better tomorrow”—reflects its commitment to co-developing sustainable, cutting-edge solutions with its clients. The company’s success lies in its people, its values, and its ability to adapt and grow while staying true to its roots.	

Clauger was founded in 1971 by Paul Minssieux, a visionary entrepreneur with a passion for innovation in industrial refrigeration. Under his leadership, Clauger grew to become France's largest family-owned company in the refrigeration sector. Since 2006, his son Frédéric Minssieux has continued to lead the company, fostering a culture of innovation and international expansion. Over the past five decades, Clauger has evolved into a global leader in industrial refrigeration, air treatment, and energy performance, while remaining true to its founding values.

At the heart of Clauger's success are its core values: innovation, sustainable development, and customer satisfaction. The company is committed to developing cutting-edge technologies and delivering tailored solutions that meet the unique needs of its clients. Clauger also prioritizes environmentally responsible practices, integrating sustainability into every aspect of its operations—from the use of natural refrigerants like ammonia, CO<sub>2</sub>, and propane, to the reduction of greenhouse gas emissions and the implementation of energy recovery and decarbonization strategies.

Clauger's business philosophy is centered on a human-focused approach. The company emphasizes the importance of understanding and addressing customer needs, while also investing in the continuous development of its employees. Through specialized training centers, Clauger ensures its teams are equipped with the latest knowledge and skills to deliver high-value solutions. Sustainability is not just a goal but a guiding principle, reflected in the company's focus on heat recovery, intelligent energy management, and advanced filtration technologies.

With over 50 years of industry experience, Clauger has built a reputation for reliability, innovation, and excellence. Today, the company employs more than 3,000 people and operates across five continents, serving clients in over 100 countries. It maintains 16 production workshops strategically located around the world to stay close to its customers. Key milestones in Clauger's international growth include a strategic alliance with Sotek in Canada in 2019, the establishment of operations in Burlington and London, Ontario in 2020, and the opening of a new location in Calgary, Alberta in 2025 and further growth throughout Canada in the coming years.

Clauger continues to lead the way in sustainable industrial solutions. Its technologies include systems for heat recovery and intelligent energy management, all designed to reduce environmental impact and optimize performance. The company serves a wide range of industries, including food and beverage, Industrial manufacturing, ice rinks, marine applications, pharmaceuticals (healthcare), Cold Storage and Municipalities.

Clauger's enduring commitment to innovation, sustainability, and customer-centric service has made it a trusted partner for industries worldwide. Its long-term vision and dedication to creating a more sustainable future continue to drive its growth and success.

**Core Values: HOPE – United by Purpose** Clauger's values are the foundation of its long-term success and are embodied in the acronym HOPE:

**Humanity** – Investing in employee development, fostering a climate of trust, and promoting personal and professional growth.

**Openness** – Embracing collaboration with suppliers, partners, and diverse cultures to remain agile and innovative.

**Perennity (Sustainability)** – Committing to long-term partnerships and co-development with customers and teams.

**Environment** – Minimizing environmental impact through responsible practices and technologies that respect future generations

**Business Philosophy** Clauger's philosophy centers on a human-focused approach. The company prioritizes understanding customer needs and delivering tailored, high-value solutions. It invests heavily in employee training through specialized centers, ensuring teams are equipped with the latest knowledge and skills.

Sustainability is not just a goal—it's a guiding principle. Clauger integrates environmentally responsible practices into every aspect of its operations, including: Use of natural refrigerants (ammonia, CO<sub>2</sub>, propane) Reduction of greenhouse gas emissions Implementation of energy recovery and decarbonization strategies and energy management systems. With over 50 years of experience, Clauger has built a reputation for reliability, innovation, and excellence.

"Our values are part of our history. For me, it's important to understand where we come from, always to be aware of our roots and *raison d'être*, to work better, to know where we want to go, and to help guide us in the right direction."

— Frédéric Minssieux

12	What are your company's expectations in the event of an award?	<p>In the event Clauger is awarded this contract, our expectation is to build a long-term, mutually beneficial partnership that grows year over year throughout the contract term. This award would enable us to streamline procurement for our customers by removing the constraints of traditional tendering processes, allowing for more responsive and tailored support. To ensure full alignment with Sourcewell's standards and values, we would request that all customer-facing branch staff participate in Sourcewell training sessions. These sessions would equip our team with the knowledge and tools to effectively represent the Sourcewell brand and communicate its benefits to potential members. Additionally, we would enhance our marketing efforts through updated website content, targeted email campaigns, and active participation in local and regional tradeshow in collaboration with Sourcewell, reinforcing our commitment to visibility, education, and customer engagement.</p> <p>Clauger would expect Municipalities, Townships, or other entities that typically engage in a multi quote process to be able to select Clauger as an option for their project.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	See attached financial report of Clauger Group	*
14	What is your US market share for the Solutions that you are proposing?	Clauger provides installation, new construction and or retrofits to approximately 15-20% of the market and service for approximately 5% of the US Market	*
15	What is your Canadian market share for the Solutions that you are proposing?	Clauger provides a small percentage of the Canadian service and new install or retrofit but is growing.	*
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.	None	*
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?	Clauger can best be described as a multifaceted manufacturer and service provider. We maintain our own labor, sales and service force and use subcontractor support where necessary. We have relationships with all major suppliers in the industrial refrigeration and ice rink refrigeration sector and use their products to best suit our customers needs.	*
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.	<ul style="list-style-type: none"> <li>- Master Business License 1000027842</li> <li>- Certificate of Authorization from Professional Engineers Ontario</li> <li>- Certificate of Authorization for ASME B31.5 Refrigeration Piping</li> <li>- Heat Transfer Components from TSSA</li> <li>- ASBA</li> </ul>	*
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.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Clauger has been recognized for our goal of designing "zero-emission ice rinks" that can efficiently redirect waste heat from equipment to supply heating to bleachers or other facility amenities reducing overall energy consumption	*

21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 2% but increasing	*
22	What percentage of your sales are to the education sector in the past three years?	None	*
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?	None	*
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?	None	*

### 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 *	
Western Fair District	Eddie Ralf	226-268-3590	*
Hamilton Waterfront Trust	Jamie	289-260-0724	*
Municipality of Middlesex Centre	Justin Fidler	519-619-2486	*

### 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.	<p>Clauger's sales force is a key pillar of our global operations, supporting clients across more than 100 countries through a strategically structured and highly specialized team. With over 3,000 employees worldwide and a presence in 28 international locations, our sales professionals are deeply embedded in the regions and industries we serve. This global reach is matched by local expertise, allowing us to provide responsive, market-specific support to Sourcwell participating entities throughout North America and beyond.</p> <p>Our sales organization is composed of industry-trained professionals who specialize in industrial refrigeration, process air treatment, and environmental solutions. These individuals work closely with engineering, service, and digital performance teams to deliver a 360° solution—from initial consultation and system design to installation, commissioning, and long-term support. This integrated approach ensures that our clients receive not only expert guidance during the procurement phase but also continuity of service throughout the lifecycle of their systems.</p> <p>Our sales force is also supported by advanced digital tools, including CRM platforms and performance monitoring systems, which enable real-time collaboration with clients and internal teams. This ensures transparency, accountability, and the ability to respond quickly to evolving client needs. Whether supporting a single facility or a multi-site enterprise, Clauger's sales professionals are equipped to deliver tailored solutions that align with each client's operational, financial, and sustainability goals.</p>	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Clauger is fully equipped and committed to serving Sourcewell participating entities through a robust, vertically integrated network of direct sales, service professionals, and strategically located branch offices. Unlike organizations that rely on third-party dealers or resellers, Clauger operates a direct-to-client model that ensures consistency, accountability, and superior service delivery across all regions. Our on-site dispatchers, service technicians, and installation teams are highly trained to respond quickly and effectively to customer needs, delivering tailored solutions from initial consultation and system design through to installation, commissioning, and long-term maintenance. Our direct sales force—comprising professionals with expertise in mechanical engineering, refrigeration, and project management—works closely with internal engineering and manufacturing teams to develop customized solutions that align with the specific requirements of each Sourcewell member. This integrated approach guarantees a seamless customer experience and ensures that every Sourcewell member receives high-quality, reliable support without the variability often associated with third-party networks.	*
28	Service force.	Clauger's extensive distribution and service network includes over 25 branch locations across North America, supported by more than 600 full-time refrigeration technicians and a dedicated team of sales engineers and account managers. As a cornerstone of our 360° approach to industrial refrigeration and air treatment, our global service force delivers comprehensive, around-the-clock support to clients in more than 90 countries. Strategically positioned for rapid response, our highly trained specialists provide predictive and preventive maintenance, mechanical overhauls, regulatory compliance audits, and energy performance optimization. Equipped with advanced digital tools—including our proprietary e-Service platform—Clauger technicians offer real-time monitoring, diagnostics, and performance tracking to proactively address issues and minimize downtime. Through performance-based service contracts, we ensure measurable value and tailored support for both single-site facilities and complex multi-site operations, reinforcing our commitment to reliability, responsiveness, and results.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Clauger's ordering process is designed to provide a seamless and efficient experience for Sourcewell members. Each member is assigned a dedicated Account Manager who serves as the primary point of contact throughout the quoting and ordering process. The Account Manager will issue formal quotes on company letterhead, which serve as the basis for project contracts or parts and equipment orders. They also provide verification of pricing, scheduling coordination, and technical support. Once an order is confirmed, Clauger's internal team coordinates the procurement and delivery of all related equipment, products, or parts, maintaining direct communication with the Account Manager to ensure alignment with project timelines. For standard product orders, adequate lead times are built in to ensure availability at the time of installation. For larger or long-lead-time equipment, Clauger proactively places orders early in the project cycle to prevent any impact on the overall schedule.	*
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.	Clauger is committed to delivering exceptional customer service through a structured and responsive support program built on the principle of total customer service. Our team of skilled technicians and support staff is available 24/7/365, with a target response time of two hours within a reasonable distance from our North American service locations. We offer customizable service agreements tailored to each customer's operational needs, enabling optimized maintenance strategies, reduced downtime, and lower operating costs. These agreements are developed collaboratively to ensure alignment with client goals and expectations. Our program also emphasizes continuous improvement, supported by regular performance evaluations and internal incentives that drive our teams to consistently meet or exceed service commitments.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Clauger is fully committed and exceptionally well-positioned to provide its products and services to all Sourcewell participating entities without restriction. With a global presence in over 90 countries and a strong operational footprint across North America, Clauger has the infrastructure, expertise, and capacity to support public sector clients of all sizes and scopes. Our team is composed of highly trained professionals in engineering, sales, and service, all of whom are dedicated to delivering tailored refrigeration and air treatment solutions that align with each client's operational, regulatory, and sustainability goals.</p> <p>We offer a comprehensive 360° service model that includes system design, installation, commissioning, maintenance, training, and digital performance monitoring. This integrated approach ensures that Sourcewell members receive not only high-quality equipment but also long-term support and measurable value. Our solutions are scalable and adaptable, making them ideal for municipalities, educational institutions, recreation facilities, and other public entities.</p> <p>Our participation in the Sourcewell cooperative purchasing program reflects our openness and enthusiasm to collaborate with public agencies. We are fully prepared to respond to inquiries, provide detailed proposals, and mobilize resources quickly to meet the needs of any Sourcewell member. Whether supporting a single facility or a multi-site operation, Clauger is committed to delivering reliable, efficient, and sustainable solutions with the highest level of service and professionalism.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Clauger is exceptionally well-positioned to provide comprehensive products and services to Sourcewell participating entities across Canada. Our primary locations in Burlington and London Ontario, as well as Calgary, Alberta, serve as strategic hubs that enable us to effectively cover all regions within the country.</p> <p>Our business infrastructure is designed to ensure that we can reach even the most remote areas, including the Yukon, Nunavut, and the Northwest Territories. This extensive coverage is a testament to our commitment to serving clients regardless of their geographic location.</p> <p>Moreover, Clauger is fully equipped to operate in both French and English, ensuring seamless communication and service delivery in Quebec and other bilingual regions. Our bilingual capabilities reflect our dedication to meeting the diverse needs of our Canadian clients.</p> <p>Clauger's robust presence in Canada, combined with our strategic locations and bilingual capabilities with Sotek Clauger, underscores our ability and willingness to provide top-tier products and services to all Sourcewell participating entities throughout the country.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Clauger operates without any geographic restrictions, providing comprehensive services across North America. Our brand has a strong presence in France, where we originated, supported by a robust workforce of 800 employees spread across approximately 50 locations, covering the entire country and extending overseas.</p> <p>Globally, Clauger's presence is significant, with operations in Africa, Asia, and Latin America. This extensive reach allows us to serve clients in over 100 countries worldwide. Our global workforce comprises 3,000 employees dedicated to delivering high-quality solutions.</p> <p>For the proposed agreement, Clauger will fully serve all geographic areas within the United States and Canada, ensuring comprehensive coverage and support for our clients in these regions.</p>	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Clauger is not restricted by any other contracts	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Clauger is fully capable of conducting business and shipping products to Hawaii, Alaska, and US Territories without any restrictions. We are committed to offering both our products and services to these regions, ensuring that our clients receive the same high-quality solutions and support as those in other parts of the United States.</p> <p>However, it is important to note that shipping fees and travel expenses will be assessed for these locations. These costs will be determined based on appropriate and mutually agreed-upon rates. This approach ensures transparency and fairness in our pricing, allowing us to maintain the high standards of service that our clients expect.</p> <p>Clauger is dedicated to serving participating entities in Hawaii, Alaska, and US Territories, with the only consideration being the assessment of shipping and travel expenses at agreed rates.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Clauger will extend terms of any awarded master agreement to nonprofit entities	*

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

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Clauger's strategy for promoting this opportunity:</p> <ul style="list-style-type: none"> <li>-Promote on website</li> <li>-Promote through Clauger's LinkedIn</li> <li>-Promote through our network of sales account managers, engineers and mechanics</li> <li>-Create presentations for municipal associations and facilities</li> <li>-Create a multipurpose strategy directed by e-mail communications to Clauger's North American direct customer contacts database</li> <li>-Create webinar sessions to promote this opportunity</li> <li>-Internal communications</li> </ul> <p>Clauger's top priority for promoting the opportunity would directly be customer focused; regarding the benefits of the Sourcewell agreement as well internal training to all staff personnel on this agreement.</p> <p>Clauger's marketing strategy would include publishing a co-branded press release which would include a LinkedIn notice that would target Clauger's following. within 60-90 days we will provide Clauger North America with the newly awarded contract to the branches and agents throughout the organization.</p> <p>Furthermore, trade shows and events Clauger will be committed to attend and participate in national, regional and supplier -focused events with Sourcewell throughout the longevity of the master agreement.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At Clauger, we leverage technology and digital data extensively to enhance our marketing effectiveness. We actively use platforms like LinkedIn, Twitter, Facebook, and Instagram to engage with our audience, share updates, and promote our solutions. Our content strategy includes a mix of educational posts, customer testimonials, case studies, and industry news to keep our audience informed and engaged. We utilize social media analytics tools to track engagement, analyze conversion rates, allowing us to refine our strategies based on performance data. We optimize our website and content with relevant keywords and metadata to improve our search engine rankings and drive organic traffic, and use metadata to tag and categorize our content, making it easier for users to find relevant information and for us to analyze content performance. We use customer data to personalize email campaigns, ensuring that our messages are relevant to the recipient's interests and needs, and automated email workflows help us nurture leads, onboard new customers, and keep our audience engaged with timely and relevant content. Email marketing platforms provide detailed analytics on open rates, click-through rates, and conversions, helping us measure the effectiveness of our campaigns. Our CRM system integrates data from various sources, including social media, email marketing, and website interactions, providing a comprehensive view of customer behavior. We segment our audience based on various criteria such as industry, company size, and engagement level, allowing us to tailor our marketing efforts to specific groups. The CRM system helps us track the performance of our marketing campaigns, from lead generation to conversion, enabling us to optimize our strategies. We use tools like Google Analytics to monitor user behavior on our website, including page views, time spent on pages, and navigation paths. Conversion tracking helps us understand which marketing channels and strategies are driving the most conversions, allowing us to allocate resources effectively. We conduct A/B testing on various elements of our website and marketing campaigns to determine what works best and continuously improve our performance. By integrating these technologies and leveraging digital data, we enhance our marketing effectiveness, ensuring that our efforts are targeted, measurable, and impactful. Furthermore, the website v2.myclauger.com, Clauger's MyPortal3E, efficiently manages and monitors industrial installations by optimizing energy use, providing real-time monitoring, offering data visualization, facilitating collaboration, managing documents, and simplifying spare parts sourcing, all accessible via web and mobile apps.</p>

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell plays a vital role in promoting cooperative purchasing agreements by connecting public sector entities with trusted, competitively awarded contracts. For Clauger, this partnership represents a strategic opportunity to expand our reach and deliver high-performance industrial refrigeration, air treatment, and energy efficiency solutions to government, education, and nonprofit organizations across North America.</p> <p>Clauger views Sourcewell not only as a procurement facilitator but as a platform that amplifies visibility and trust among eligible agencies. By leveraging Sourcewell's network and promotional efforts, we can streamline the procurement process for our clients, helping them access our sustainable and innovative solutions without the delays and complexities of traditional bidding.</p> <p>To integrate a Sourcewell-awarded agreement into our sales process, Clauger will take a structured and proactive approach:</p> <p>Sales Enablement: Our sales teams will be trained on the specifics of the Sourcewell contract, including scope, pricing, and eligibility, ensuring they can confidently present the agreement as a value-added procurement option.</p> <p>Marketing Alignment: We will incorporate Sourcewell branding and messaging into our marketing materials, digital campaigns, and customer outreach to highlight the benefits of cooperative purchasing.</p> <p>Operational Integration: Our quoting, ordering, and fulfillment systems will be aligned with Sourcewell's requirements to ensure compliance and efficiency.</p> <p>Customer Engagement: We will work closely with Sourcewell to identify opportunities, participate in member events, and support educational initiatives that promote awareness of our solutions.</p> <p>Sustainability Focus: As part of our commitment to environmental stewardship, we will emphasize how our Sourcewell-backed offerings—such as natural refrigerant systems, energy recovery, and decarbonization technologies—support public agencies in meeting their sustainability goals.</p> <p>By embedding the Sourcewell agreement into our sales and service model, Clauger aims to simplify procurement for public sector clients while delivering innovative, reliable, and eco-conscious solutions tailored to their operational needs.</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>Yes, Clauger's solutions are available through an e-procurement ordering process. Our online parts portal is designed to streamline the procurement process for our customers, including governmental and educational institutions. The portal features an intuitive and user-friendly interface, accessible 24/7, allowing customers to place orders at their convenience. It provides a comprehensive catalog of all available parts and solutions, complete with detailed descriptions, specifications, and images, enabling customers to easily search for specific parts using keywords, part numbers, or categories. The system offers real-time inventory updates, ensuring accurate information about the availability of parts, which helps in reducing lead times and improving order fulfillment rates. Secure transactions are ensured through encrypted payment gateways, with various payment options including credit cards, purchase orders, and electronic funds transfer. Customers can track the status of their orders in real-time and access their order history for easy reordering, with notifications and alerts provided for order confirmations, shipping updates, and delivery statuses.</p> <p>Government agencies utilize our e-procurement system to streamline their purchasing processes, ensuring compliance with procurement regulations and policies, and supporting bulk ordering and contract pricing to manage budgets efficiently. Educational institutions benefit by simplifying the procurement of essential parts and solutions for their facilities, with the portal supporting integration with institutional procurement systems for seamless order placement and management. Our e-procurement system is designed to enhance the efficiency and effectiveness of the procurement process, providing a reliable and convenient solution for all our customers.</p>	*

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

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Clauger Canada offers specialized training programs designed to support Sourcewell participating entities in the safe, efficient, and compliant operation of their industrial refrigeration systems. Our flagship offering, the Ammonia-CO<sub>2</sub> Awareness Program, delivers comprehensive training on the properties, risks, and handling procedures associated with ammonia and CO<sub>2</sub>-based systems. This program is tailored for facility operators, maintenance personnel, and safety managers, ensuring they are equipped with the knowledge to manage system components, respond to emergencies, and meet regulatory compliance standards.</p> <p>In addition to this core program, Clauger has the capability to develop and deliver custom, site-specific training focused on the basic operation and maintenance of any major equipment located on-site. This ensures that training is directly relevant to the systems in use and the personnel operating them. Furthermore, Sourcewell clients can collaborate with Clauger to evolve or expand their training programs over time, incorporating manufacturer recommendations and operational feedback. This adaptive approach promotes continuous improvement in both operator safety and system efficiency.</p> <p>Training is optional and can be scheduled as part of a new system commissioning, integrated into a maintenance contract, or delivered as a standalone service. All sessions are led by Clauger-certified refrigeration specialists with extensive field experience. Training can be conducted on-site at the client's facility, virtually via live webinar, or at Clauger's regional offices (where available). Costs for training are additional and vary based on the number of participants, location, and delivery format. Detailed quotes are provided upon request.</p> <p>Clauger is committed to empowering Sourcewell members not only with high-performance systems and services but also with the knowledge and confidence to operate them safely and effectively.</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>Clauger's proposed solutions for Sourcewell participating entities incorporate a range of advanced technologies that set a new standard in industrial refrigeration and air treatment. At the core of our innovation is the integration of smart, connected systems that enable real-time monitoring, predictive maintenance, and energy optimization. Our proprietary e-Service platform provides clients with digital access to system performance data, maintenance logs, and alerts, empowering operators to make informed decisions and reduce unplanned downtime.</p> <p>Clauger also leads in the deployment of natural refrigerant technologies, including ammonia (NH<sub>3</sub>), CO<sub>2</sub>, and propane (R290), which are engineered to meet the highest standards of environmental performance and regulatory compliance. These systems are designed with natural, zero ODP and low-GWP refrigerants, modular components for lifecycle efficiency, and integrated heat recovery capabilities that reduce energy consumption and carbon emissions.</p> <p>Our Zero Emissions Factory Roadmap is another key innovation, offering Sourcewell members a structured path toward decarbonization through digital audits, performance benchmarking, and tailored engineering solutions. Additionally, Clauger's air treatment technologies—including hygienic air handling units and dehumidification systems—are designed to maintain indoor air quality in sensitive environments such as food processing and recreation facilities.</p> <p>These technological advances are supported by Clauger's global R&amp;D network and are continuously refined to align with evolving industry standards, including ISO 14001, ASHRAE, and TSSA regulations. For Sourcewell members, this means access to future-ready systems that deliver operational reliability, environmental responsibility, and long-term cost savings.</p>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Clauger is committed to sustainability through a comprehensive set of green initiatives that align with its core philosophy of "Consuming Less &amp; Consuming Better." These initiatives are embedded across our operations and solutions, helping clients reduce energy consumption, decarbonize processes, and improve environmental performance. Key programs include energy optimization strategies, heat recovery systems, and smart control technologies that enable real-time monitoring and efficiency improvements. Clauger also supports clients in developing customized roadmaps toward zero-emissions operations, leveraging digital audits and performance-based strategies. Our engineering approach emphasizes lifecycle sustainability, from design through maintenance, with a focus on minimizing refrigerant leakage and maximizing system longevity. These efforts are supported by alignment with recognized standards and certifying bodies, including ISO 14001 (Environmental Management Systems), ASHRAE, the Technical Standards and Safety Authority (TSSA), the European F-Gas Regulation, and Energy Star (where applicable). Through these initiatives, Clauger empowers Sourcewell members to meet their environmental goals while maintaining operational excellence.</p>	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Clauger's solutions are designed with sustainability and energy efficiency at their core, and while the company's systems are highly customized, they align with several internationally recognized environmental standards and certifications. Clauger supports and integrates compliance with ISO 14001 Environmental Management Systems, ensuring continuous improvement in environmental performance and regulatory adherence. Our refrigeration and air treatment systems are engineered in accordance with ASHRAE standards, particularly those focused on energy efficiency and refrigerant management. In European markets, Clauger ensures full compliance with the F-Gas Regulation, promoting the use of low-GWP refrigerants. Where applicable, we incorporate Energy Star-rated components—such as motors and controls—into our system designs to enhance energy performance. Additionally, Clauger's engineering philosophy embraces complete lifecycle principles by emphasizing modular design, system longevity, and recyclability, supporting clients' circular economy goals.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Clauger offers a uniquely integrated approach to industrial refrigeration, air treatment, and environmental solutions that sets it apart in the industry and delivers exceptional value to Sourcewell participating entities. With over 50 years of experience and operations in more than 90 countries, Clauger combines deep technical expertise with a commitment to sustainability and innovation. What makes Clauger's solutions truly distinctive is our ability to deliver turnkey systems that encompass engineering, installation, maintenance, and performance optimization—all under one roof. Our systems are designed using natural refrigerants such as ammonia (NH<sub>3</sub>), CO<sub>2</sub>, and propane (R290), and are tailored to reduce energy consumption, emissions, and environmental impact. Clauger also integrates advanced air treatment technologies to ensure hygienic, contamination-free environments, particularly important in food, pharmaceutical, and clean manufacturing sectors. For Sourcewell members, this means access to a partner who not only delivers high-performance, energy-efficient systems but also provides long-term support through digital monitoring, predictive maintenance, and customized training programs. Clauger's commitment to "Consuming Less &amp; Consuming Better" ensures that our clients benefit from solutions that are not only technically advanced but also aligned with their sustainability and operational goals.</p>	*
46	Describe how your proposed equipment, products, or services impact the indoor air quality of an ice rink or arena.	<p>Clauger's proposed solutions are specifically engineered to enhance indoor air quality (IAQ) in ice rinks and arenas, environments that are particularly sensitive to air quality due to the presence of refrigerants, high occupancy, and enclosed spaces. Our approach integrates advanced air treatment systems, natural refrigerants, and digital monitoring tools to ensure a safe, healthy, and energy-efficient indoor environment.</p> <p>Clauger's process air treatment systems are designed to control humidity, temperature, and air purity. These systems help prevent condensation on surfaces, reduce the risk of mold and bacteria growth, and maintain optimal ice conditions. By managing dew point and airflow, our solutions also improve spectator and athlete comfort while protecting the structural integrity of the facility.</p> <p>Our use of natural refrigerants such as ammonia (NH<sub>3</sub>) and carbon dioxide (CO<sub>2</sub>) eliminates the risk of indoor air contamination from synthetic refrigerants with high global warming potential (GWP). These refrigerants are non-toxic in the concentrations used and are managed through sealed, monitored systems that comply with the highest safety standards.</p> <p>Additionally, Clauger's digital e-Service platform enables real-time monitoring of air quality parameters, including temperature, humidity, and system performance. This allows facility managers to proactively address any deviations and ensure consistent air quality throughout the arena.</p> <p>Our commitment to zero-emission ice rinks includes the integration of heat recovery systems, which not only reduce energy consumption but also allow for the reuse of waste heat to warm spectator areas or adjacent facilities—further contributing to a balanced and comfortable indoor climate.</p> <p>These technologies and practices ensure that Clauger's solutions not only meet but exceed the indoor air quality expectations of Sourcewell participating entities, supporting both occupant health and operational excellence.</p>	

47	Describe how your proposed equipment, products, or services comply with any applicable environmental regulations.	<p>Clauger's equipment, products, and services are designed to meet or exceed all applicable environmental regulations in the jurisdictions where we operate, including Canada and the United States. Our commitment to environmental compliance is embedded in every stage of our system lifecycle—from design and installation to operation and maintenance.</p> <p>Clauger adheres to the General Duty Clause (GDC) as outlined by OSHA and the U.S. EPA, which mandates that facilities using hazardous substances such as anhydrous ammonia (R-717) must identify, assess, and mitigate recognized hazards—even if they fall below the 10,000-pound threshold for federal PSM/RMP programs. To ensure compliance, Clauger follows Recognized and Generally Accepted Good Engineering Practices (RAGAGEP), including the full suite of IIAR standards.</p> <p>In Ontario, Clauger ensures full compliance with TSSA (Technical Standards and Safety Authority) regulations for ammonia-based systems and aligns with CSA B52 standards for mechanical refrigeration. Our systems are also designed to support clients in meeting ISO 14001 environmental management standards and local emissions regulations.</p> <p>Clauger's use of natural refrigerants (NH<sub>3</sub>, CO<sub>2</sub>, R290) reflects our commitment to reducing environmental impact. These refrigerants have zero ozone depletion potential (ODP) and ultra-low global warming potential (GWP), aligning with international climate goals and refrigerant phase-down schedules under the Kigali Amendment to the Montreal Protocol.</p> <p>Additionally, Clauger offers regulatory audits, air quality assessments, and digital monitoring tools to help clients maintain compliance and document performance. Our e-Service platform enables real-time tracking of system parameters, ensuring proactive maintenance and environmental reporting.</p> <p>Through this comprehensive approach, Clauger ensures that Sourcewell participating entities receive solutions that are not only high-performing but also fully compliant with all relevant environmental regulations</p>
48	Describe your product attributes and advancements regarding product safety, longevity and lifecycle costs.	<p>Clauger's refrigeration and air treatment solutions are engineered with a strong emphasis on product safety, operational longevity, and total lifecycle cost optimization. Our systems are designed to meet the most stringent safety standards, including compliance with OSHA, Provincial, and IIAR guidelines, and are supported by robust Process Safety Management (PSM) programs. These include site-specific standard operating procedures (SOPs), mechanical integrity inspections, and lockout/tagout protocols, all of which contribute to a safer working environment and reduced risk of system failure.</p> <p>In terms of longevity, Clauger's equipment is built using high-quality, corrosion-resistant materials and modular components that are easy to maintain, upgrade, or replace. Our systems are designed for long-term performance, with predictive maintenance tools and digital monitoring platforms that help extend equipment life by identifying issues before they become critical. This proactive approach reduces unplanned downtime and ensures consistent system reliability.</p> <p>Clauger also focuses on minimizing lifecycle costs through energy-efficient system design, integration of natural refrigerants (NH<sub>3</sub>, CO<sub>2</sub>, R290), and heat recovery technologies. These features significantly reduce energy consumption and environmental impact over the life of the system. Our 360° service model—which includes engineering, installation, maintenance, training, and digital support—ensures that clients receive maximum value from their investment, with lower operating costs and fewer emergency repairs.</p> <p>By combining advanced engineering, digital intelligence, and a commitment to sustainability, Clauger delivers solutions that are not only safe and durable but also cost-effective over the long term—making them an ideal fit for Sourcewell participating entities.</p> <p>Clauger's systems are designed to deliver measurable energy savings through a combination of advanced engineering, digital monitoring, and real-time optimization technologies. Here are the key ways our solutions reduce energy consumption:</p> <ol style="list-style-type: none"> <li><b>1. Real-Time Energy Optimization</b> Clauger's E-Streaming platform continuously monitors and adjusts airflow and system performance based on real-time data. By dynamically modulating fresh air intake and exhaust based on actual facility needs, E-Streaming significantly reduces the energy required for heating, cooling, and ventilation. This results in notable reductions in operating costs, especially in facilities with high air quality demands like ice rinks and food processing plants<sup>1</sup>.</li> <li><b>2. Digital Monitoring &amp; Predictive Maintenance</b> Our E-Service platform integrates with MyPortal3E to provide centralized energy monitoring, performance tracking, and anomaly detection. This allows facility managers to identify inefficiencies early and take corrective action, preventing energy waste and extending equipment life.</li> <li><b>3. Energy Assessments &amp; Performance Contracts</b> Clauger offers comprehensive energy assessments that benchmark actual vs. theoretical performance and identify opportunities for improvement. These assessments often lead to</li> </ol>



double-digit percentage reductions in energy use, depending on the baseline system efficiency and the scope of upgrades implemented. Our performance contracts can include energy KPIs, ensuring accountability and long-term savings.

#### 4. Natural Refrigerants & Heat Recovery

By using natural refrigerants (NH<sub>3</sub>, CO<sub>2</sub>, R290) and integrating heat recovery systems, Clauger systems reduce both direct and indirect emissions. Recovered heat can be reused for facility heating or hot water, further lowering energy demand and utility costs.

Clauger's systems offer several long-term benefits that make them a strategic investment for Sourcwell participating entities. These benefits span operational efficiency, sustainability, safety, and financial performance:

Clauger designs its systems with high-quality, corrosion-resistant materials and modular components that are built to last. With proper maintenance and predictive monitoring, many systems exceed their expected service life, reducing the frequency and cost of replacements. Our solutions are engineered for energy efficiency and minimal maintenance. By integrating natural refrigerants, heat recovery systems, and smart controls, Clauger systems reduce energy consumption and operational costs over time. Clients benefit from lower utility bills, fewer emergency repairs, and optimized staffing.

and Systems are modular and scalable, allowing facilities to expand or adapt without major redesigns. This flexibility supports long-term growth and evolving operational needs.

The performance highlights below showcase the long-term benefits of Clauger's systems:

#### 1. Energy Savings and Emissions Reduction

Since 2017, Clauger has helped its clients achieve:

124 GWh of energy saved  
23,000 tons of CO<sub>2</sub> emissions avoided, equivalent to:  
123 million kilometers traveled by plane  
119 million kilometers by car  
1.24 million days of home heating

These savings were achieved through the implementation of energy-efficient refrigeration systems, heat recovery technologies, and digital performance monitoring via Clauger's MyPortal3E platform<sup>1</sup>.

#### 2. Lifecycle Optimization Across 1,600+ Sites

Over 1,600 industrial sites are now connected to Clauger's E-Service and energy performance monitoring systems, enabling:

Predictive maintenance  
Real-time energy tracking  
Reduced downtime and maintenance costs  
Improved system longevity and ROI

This digital infrastructure supports long-term operational efficiency and ensures that systems continue to perform at optimal levels throughout their lifecycle<sup>1</sup>.

#### 3. Sector-Specific Success in High-Demand Industries

Clauger has delivered tailored solutions across sectors such as:

Food & Beverage  
Cold Storage  
Pharmaceuticals  
Oil & Gas  
Recreation (ice rinks and arenas)

In each case, Clauger's approach includes a full lifecycle analysis—balancing capital investment (CAPEX), operational costs (OPEX), and environmental impact. This ensures that clients receive systems that are not only high-performing but also cost-effective and sustainable over the long term.

Clauger's refrigeration and air treatment solutions are distinguished by their strong emphasis on product safety, operational longevity, and lifecycle cost efficiency. Engineered to meet the highest safety standards—including compliance with OSHA, Provincial, and IIAR guidelines—our systems are supported by comprehensive Process Safety Management (PSM) programs, incorporating site-specific SOPs, mechanical integrity inspections, and lockout/tagout protocols. These measures ensure a safer working environment and reduce the risk of system failure. Clauger's equipment is constructed using high-quality, corrosion-resistant materials and modular components, designed for long-term durability and ease of maintenance. Predictive maintenance tools and digital monitoring platforms further extend equipment life by proactively identifying and addressing performance issues. From a cost perspective, our systems are optimized for energy efficiency through the use of natural refrigerants (NH<sub>3</sub>, CO<sub>2</sub>, R290), heat recovery technologies, and real-time optimization platforms such as E-Streaming and E-Service. These innovations contribute to significant reductions in energy consumption, emissions, and unplanned maintenance, resulting in lower total cost of ownership. With over 1,600 connected sites and proven results—including 124 GWh of energy saved and 23,000 tons of CO<sub>2</sub> emissions avoided—Clauger's solutions offer Sourcwell participating entities a



reliable, sustainable, and cost-effective path to long-term operational excellence.

**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	Not applicable	*
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*

**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 *	
58	Describe your payment terms and accepted payment methods.	Net 45 days also available EFT payments	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	No	*
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.	The following standard transactions documents will be attached in a file titled Clauger transaction documents: Canada & U.S - Standard terms and conditions Canada & U.S - Project terms and conditions	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No, we do not offer p-card procurement	*

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>Should Clauger be awarded a contract, we will develop a dedicated pricing manual specifically for Sourcewell members. This manual will outline standardized pricing structures, including line-item and product-category discounts, tailored to the unique needs of Sourcewell participating entities. Given the current volatility in global markets and the impact of tariffs on material costs, Clauger believes it is in the best interest of all parties to establish a Sourcewell-specific pricing model post-award. This approach ensures that pricing remains both fair and stable over the term of the agreement.</p> <p>The pricing manual will be derived from Clauger's master price list and will include:</p> <ul style="list-style-type: none"> <li>-Standard/List Pricing for all relevant products and services</li> <li>-Discounted Pricing exclusive to Sourcewell members</li> <li>-SKU Numbers for each item included in the proposal</li> <li>-Clear categorization of products and services to facilitate transparency and ease of use</li> </ul> <p>All pricing documentation will be uploaded in the designated document upload section of this response, in accordance with Sourcewell's submission requirements.</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.	Clauger's pricing proposal under this Master Agreement reflects a structured discount model designed to deliver value to Sourcewell Participating Entities. Pricing is presented as a percentage discount from Manufacturer's Suggested Retail Price (MSRP), with discount ranges between 10% and 25%, depending on product category, volume, and scope of services. All pricing is compliant with the "Not to Exceed" requirement outlined in the agreement, ensuring that Participating Entities receive competitive rates without exceeding the published pricing list. Additional pricing adjustments may be negotiated directly with Participating Entities to meet specific project needs.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Clauger offers pricing discounts on a project-specific basis, particularly for comprehensive solution implementations such as design-build systems, installations, and customer agreements that include system maintenance plans. While the exact percentage discount may vary depending on the scope and nature of the project, Clauger is committed to delivering maximum value to Sourcewell members by offering competitive pricing and minimizing risk. This approach ensures that each proposal reflects the most advantageous pricing structure tailored to the customer's specific requirements.	*
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.	For non-standard options, Clauger's dedicated account managers will collaborate closely with our internal procurement team to address customer requests. We will source the best price and lead time from our extensive network of international suppliers. Once the optimal solution is identified, Clauger's account manager will provide a detailed quote to the customer, ensuring transparency and competitive pricing.	*
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.	<p>Any cost, material, or service not offered within Clauger's standard products, including, but not limited to: freight, installation, commissioning, electrical, insulation, structural, civil.</p> <p>Clauger collaborates with these parties to ensure that all additional services are provided at competitive rates and meet the required standards.</p> <p>Note that some costs (including freight, etc.) will be site specific.</p>	*
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.	Clauger employs a dedicated logistics team to manage and coordinate deliveries throughout North America. Freight, shipping, and delivery costs are determined based on the specific needs of each Sourcewell participating entity, taking into account factors such as geographic location and the urgency of the shipment. This tailored approach ensures efficient and cost-effective delivery solutions aligned with customer requirements.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Clauger utilizes dedicated logistics staff to coordinate deliveries across North America and will be priced according to the customers needs in relation to location and urgency of the shipment(s).	*

69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Clauger operates four strategically located warehouses across North America, collectively housing over \$3.5 million in inventoried parts and equipment. This extensive inventory enables us to support our customers with 24/7 availability and rapid response times. To further enhance accessibility and convenience, customers can order parts and process payments through our secure online portal. This streamlined system allows us to supply the most commonly required components for ice rink refrigeration systems without relying heavily on manufacturers' extended lead times, ensuring timely and efficient service delivery.	*
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.	Clauger will implement a structured internal compliance process to ensure adherence to the terms of the proposed agreement with Sourcewell. Account Managers will document Sourcewell-specific sales within the SIMpro system. In coordination with the Accounts Department, this information will be used to verify that all applicable fees are accurately calculated and remitted to Sourcewell. Subject to agreement with Sourcewell, Clauger will conduct quarterly internal self-audits to review contract compliance, including verification that participating entities receive the appropriate pricing. Please note that these audits will be conducted internally; external audits would require separate arrangements and are not included in the standard process.	*
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.	If awarded a contract, Clauger will implement a comprehensive internal performance monitoring framework to evaluate the success of the Sourcewell agreement. Key metrics will include total sales volume and transaction counts attributed to Sourcewell members, customer acquisition and retention rates, and quote-to-order conversion ratios. We will also track pricing compliance through quarterly internal audits to ensure adherence to agreed discount structures, and monitor service delivery timelines to maintain high standards of responsiveness. Customer satisfaction will be measured through post-project surveys and Net Promoter Scores (NPS), while issue resolution times will be analyzed to ensure prompt and effective support. Additional metrics will include contract utilization reporting across regions and sectors, participation rates in training and support programs, and the effectiveness of marketing and outreach campaigns. These data points will be reviewed regularly by Clauger's leadership team to ensure continuous improvement, alignment with Sourcewell's objectives, and delivery of measurable value to participating entities.	*
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.	Clauger proposes a 2.5% administrative fee. On significant opportunities, Clauger would like to leave open the ability to further negotiate a reduction on a case-by-case basis.	*

**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.	This is correct.	*

**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>Clauger specializes in industrial refrigeration and process air treatment solutions, providing a comprehensive range of services tailored to various industries. Our industrial refrigeration solutions include custom-designed refrigeration systems for ice rinks, municipalities, food processing, pharmaceuticals, and logistics to ensure optimal temperature control and product preservation. We offer high-efficiency cooling units for industrial applications, ensuring energy savings and reliable performance, as well as comprehensive cold storage solutions to maintain the quality and safety of perishable goods.</p> <p>In the realm of process air treatment, Clauger provides innovative solutions to enhance air quality and ensure compliance with industry standards. Our offerings include advanced air filtration systems to remove contaminants and ensure clean air in industrial environments, efficient dehumidification units to control humidity levels and prevent moisture-related issues, and custom-designed ventilation systems to improve air circulation and maintain a healthy working environment.</p> <p>Clauger also offers extensive service and maintenance solutions to ensure the longevity and optimal performance of our systems. We provide regular preventive maintenance services to prevent breakdowns and extend the lifespan of equipment, prompt and reliable repair services to address any issues and minimize downtime, and system upgrades to enhance efficiency and incorporate the latest technologies.</p> <p>Furthermore, Clauger is committed to promoting sustainability through innovative solutions that optimize energy efficiency and reduce environmental impact. Our sustainability efforts focus on conducting energy assessments to identify opportunities for improvement and implement energy-saving measures, providing solutions to decarbonize processes and reduce carbon footprint, and implementing sustainable practices to ensure the long-term viability of facilities and improve plant ROI.</p> <p>See attached product brochures for more information.</p>	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Refrigeration, ice rink equipment, chillers, condensers, compressors	*

**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 type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
77	Dasher boards and rink dividers	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
78	Ice rink and arena equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Refrigeration equipment	*
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	Refrigeration equipment, structural	*
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	Refrigeration equipment, engineering design, installation & service	*

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](#) - Clauger Pricing.zip - Wednesday August 13, 2025 18:11:57
  - [Financial Strength and Stability](#) - Clauger Group - Financial Statements 2024.pdf - Monday August 11, 2025 11:55:39
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - Transaction documents.zip - Wednesday August 13, 2025 13:39:12
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Depth and Breadth of Offered Solutions.zip - Monday August 11, 2025 09:53:57

## 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. - Kevin Foster, Project Manager, Clauger



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