

**MASTER AGREEMENT #081425****CATEGORY: Ice Rink and Arena Equipment with Related Supplies and Services****SUPPLIER: CIMCO Refrigeration, a Division of Toromont Industries Ltd.**

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 CIMCO Refrigeration, a Division of Toromont Industries Ltd., 1551 Corporate Drive, Burlington, ON L7L 6M3 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

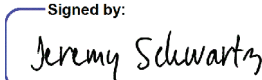
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

CIMCO Refrigeration, a Division of Toromont Industries Ltd.

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 10/15/2025 | 8:52 PM CDT

DocuSigned by:

B70ED1901C844BA...

By: _____
Cindy Chiu
Title: Vice President, Finance & Administration

Date: 10/15/2025 | 12:21 PM PDT

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

Vendor Details

Company Name: CIMCO Refrigeration, a Division of Toromont Industries Ltd.

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

Address: 1551 Corporate Drive
Burlington, ON-Ontario L7L 6M3

Contact: Jay Szeto

Email: cimcoontariotenders@toromont.com

Phone: 647-239-2040

HST#: 89213 5443 RT0003

Submission Details

Created On: Thursday July 10, 2025 10:05:08

Submitted On: Thursday August 14, 2025 10:32:57

Submitted By: Jay Szeto

Email: cimcoontariotenders@toromont.com

Transaction #: 17f8d6b8-145b-46cc-8d6b-4f51f374de1d

Submitter's IP Address: 147.243.254.76

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.	Cimco Refrigeration Inc., A Division of Toromont Industries Ltd.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
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).	CIMCO Refrigeration Inc. itself is the responsible supplier executing the master agreement with Sourcewell. The contract includes: - Ice rink and arena equipment - Net-zero equipment and implementation - Design, engineering, and commissioning - Installation, after-sales service, and customer support	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	The CAGE code for CIMCO Refrigeration Inc. (based in Mobile, Alabama) is 3L106. This company is registered in the U.S. System for Award Management (SAM) and has the Unique Entity ID (UEI) CGXSGY2V67L5.	*
5	Provide your NAICS code applicable to Solutions proposed.	CIMCO Refrigeration Inc. has a NAICS codes: 238220 – Plumbing, Heating, & Air-Conditioning Contractors 238990 – Other Specialty Trade Contractors	*
6	Proposer Physical Address:	1551 Corporate Drive, Burlington, ON. L7L 6M3 Canada	*
7	Proposer website address (or addresses):	https://www.cimcorefrigeration.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer's Assurance of Compliance” on behalf of the Proposer):	Cindy Chiu Vice President, Finance & Administration 1551 Corporate Drive, Burlington, ON. L7L 6M3 Canada CChiu@toromont.com (416) 465 - 7581	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brad Wilkins US Recreation Project Team Lead 1551 Corporate Drive, Burlington, ON. L7L 6M3 Canada BWilkins@toromont.com (519) 852 - 8777	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Fauser 1551 Corporate Drive, Burlington, ON. L7L 6M3 Canada DFauser@toromont.com (416) 465 - 7581	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Company History and Background:</p> <p>Canadian Ice Machine Co. Ltd. was founded in 1913 and rebranded as CIMCO Limited in 1967. In 1969, Toromont Industries Ltd., a publicly traded Canadian industrial leader, acquired CIMCO, providing the financial strength and strategic support that underpin our century-long growth. Headquartered in Burlington, Ontario, CIMCO continues to design, engineer, fabricate, install, and service both industrial and recreational refrigeration systems.</p> <p>We operate secondary assembly and service facilities in Edmonton, Alberta, and Duncan, Alabama. Our sales and service network spans major markets across North America, delivering tailored thermal solutions wherever our customers need them. Today, CIMCO employs over 1,200 specialists committed to excellence in controlled-environment design and maintenance.</p> <p>Core Values and Business Philosophy:</p> <ul style="list-style-type: none"> - Adaptability: Embracing change to meet evolving industry demands. - Integrity: Upholding the highest ethical standards in every project. - Collaboration: Fostering long-term partnerships with clients and OEMs. - Innovation: Investing in cutting-edge technologies, from digital controls to low-GWP refrigerants. - Sustainability: Pursuing energy efficiency and environmental stewardship across all operations. <p>Our philosophy centers on customer-driven solutions and continuous improvement. We view every engagement as a partnership: listening closely to operational challenges, applying deep technical expertise, and delivering reliable, mission-critical performance. This approach ensures peace of mind for industries where controlled environments are vital to safety, product integrity, and profitability.</p> <p>Industry Longevity and Expertise:</p> <p>With more than 110 years in business, CIMCO has earned its position as one of North America's largest and most trusted refrigeration companies. We have installed approximately half of the ice rinks worldwide and maintain the largest pool of dedicated service technicians and sales professionals in our field. This national footprint enables consistent support for multi-site organizations and reduces risk through streamlined service agreements, standardized processes, and rapid response times.</p> <p>As part of Toromont, we leverage substantial buying power and close OEM relationships to offer competitive pricing, priority access to advanced components, and unmatched post-sales support. Whether for food and beverage production, cold storage distribution, artificial ice surfaces, or complex commercial installations, our proven track record and financial stability make CIMCO the first choice for large-scale, time-sensitive projects.</p>
12	What are your company's expectations in the event of an award?	<p>In the event of an award from Sourcewell, our company understands and embraces the responsibilities and expectations that come with being a cooperative purchasing contract holder. Our expectations include:</p> <p>Contract Fulfillment and Compliance</p> <p>We commit to delivering the products and services outlined in our proposal in full compliance with the terms of the awarded contract. This includes adhering to pricing, specifications, and service levels approved by Sourcewell.</p> <p>Collaboration with Sourcewell</p> <p>We expect to work closely with Sourcewell to develop and implement a joint marketing and education plan. This includes training our sales and service teams to effectively communicate the value of Sourcewell contracts to participating entities</p> <p>Transparency and Accountability</p> <p>We will maintain transparency in all transactions and communications. Our team will ensure that all contract documentation, pricing, and updates are readily available and accurately reflected on Sourcewell's procurement portal</p> <p>Support for Participating Entities</p> <p>We aim to provide exceptional customer service and support to Sourcewell's participating entities. This includes assisting them in understanding how to access and utilize the contract, and ensuring smooth procurement experiences.</p> <p>Contract Management and Reporting</p> <p>We will actively manage the contract throughout its term, including compliance reviews, performance tracking, and timely reporting as required by Sourcewell. We also understand the possibility of seeking reasonable price or product changes with Sourcewell's approval</p> <p>Continuous Improvement</p> <p>We are committed to continuous improvement and innovation in our offerings to ensure that Sourcewell members receive best-in-class solutions throughout the contract lifecycle.</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.	Please see attached '2024 Consolidated Audited Financial Statement'	*
14	What is your US market share for the Solutions that you are proposing?	CIMCO is responsible for the installation of new systems (both retrofits and new builds) for an estimated 38.8% of the market. CIMCO is a key player in the U.S. refrigeration sector, particularly in the delivery of sustainable, energy-efficient solutions aligned with evolving regulatory and environmental standards. CIMCO Refrigeration Inc. annual sales in 2024 was \$60 million.	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>CIMCO's Market Presence in Canada:</p> <ul style="list-style-type: none"> -Municipal Reach: CIMCO provides service to 78.9% of all municipalities in Canada, indicating a dominant footprint in the public sector ice rink market. - New Installs/Retrofits: CIMCO wins 73.6% of all new installations and retrofits in the municipal ice rink segment, showcasing strong competitive performance and customer trust. <p>Sourcewell & Canadian Market Strategy:</p> <p>CIMCO holds a Sourcewell contract (#120320-CIM), which streamlines procurement for government, education, and nonprofit organizations across North America, including Canada.</p> <p>In Canada, CIMCO also partners with Canoe Procurement Group, which complements Sourcewell by ensuring compliance with Canadian regulations like the Canadian Free Trade Agreement (CFTA) and Comprehensive Economic Trade Agreement (CETA).</p> <p>Through the Sourcewell contract, CIMCO offers:</p> <ul style="list-style-type: none"> - Over 6,000 ice rink installations worth of experience. - Turn-key implementation services, including design, engineering, installation, and commissioning. - Natural refrigerant solutions and net-zero GHG pathway studies. - Smart connected products and energy-efficient equipment1. - Implication for Sourcewell Clients <p>For Sourcewell members in Canada, this means:</p> <ul style="list-style-type: none"> - Access to a market leader with a proven track record. - Simplified procurement that meets public sector compliance. - A partner with deep municipal experience and a strong success rate in competitive bids. 	*
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.	Not applicable	*

17	<p>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).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Organizational Classification: Manufacturer and Service Provider, Sales & Service Force</p> <p>In-House Expertise: CIMCO designs, engineers, fabricates and installs refrigeration systems from our main plant in Toronto (with secondary assembly in Dartmouth, Edmonton and Mobile), and maintains them via our service network.</p> <p>Company-Owned Network: We operate 29 branches and service centres across Canada and the U.S., staffed by 120+ full-time sales professionals and 550+ factory-trained service mechanics and technicians.</p> <p>Central Parts Center: A dedicated team of 50+ inventory specialists manages a \$3 million critical-parts inventory, ensuring on-time delivery and zero-downtime support coast-to-coast.</p> <p>All sales, project management, installation crews, preventive-maintenance teams and emergency-response technicians are CIMCO employees. This structure delivers single-source accountability, consistent quality, and direct control over training, safety and customer communications.</p> <p>No Independent Dealers for Refrigeration Solutions: Our refrigeration equipment and service offerings are sold, delivered, installed and maintained exclusively by CIMCO's employee network.</p> <p>OEM Partnerships: We hold direct distributor agreements with leading compressor, controls and refrigerant manufacturers—ensuring competitive pricing, priority allocations and official warranty support. These OEM relationships support our in-house delivery model rather than introducing third-party resellers.</p> <p>By leveraging a fully company-owned sales and service force (backed by strategic OEM partnerships), CIMCO guarantees unified project delivery, streamlined communications and unwavering service levels for every Sourcewell member.</p>
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18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Master Business License - 970762282</p> <p>CIMCO Refrigeration Inc., as a leading industrial refrigeration contractor in North America, is subject to a range of licenses and certifications to ensure compliance, safety, and quality in its operations. Here's a detailed breakdown of the licenses and certifications required and held by CIMCO and its subcontractors:</p> <p>Licenses and Certifications Held by CIMCO Refrigeration Inc.:</p> <p>CIMCO employs over 550 certified mechanics and technicians across North America. These professionals typically hold:</p> <ul style="list-style-type: none"> - Refrigeration and Air Conditioning Mechanic (313A) certification in Ontario. - Red Seal Certification, which is recognized across Canada for skilled trades. - Gas Technician (G1/G2) licenses for working with gas-fired equipment. <p>CSA and UL Certifications:</p> <ul style="list-style-type: none"> - CIMCO manufactures custom electrical panels (MCCs, VFDs, PLCs, etc.) that are CSA and UL certified, ensuring compliance with Canadian and U.S. safety standards. <p>ASME Certification:</p> <ul style="list-style-type: none"> - Pressure vessels used in CIMCO systems (e.g., surge drums, oil separators) are designed and fabricated to ASME standards, with National Board and CRN registration. <p>Worker Safety and Insurance:</p> <ul style="list-style-type: none"> - CIMCO maintains Workers' Compensation coverage and adheres to provincial occupational health and safety regulations. <p>Environmental and Refrigerant Compliance:</p> <ul style="list-style-type: none"> - CIMCO specializes in natural refrigerants like Ammonia (R-717) and CO₂, which are compliant with Canadian environmental regulations. Their systems are designed to minimize GWP (Global Warming Potential) and meet federal and provincial environmental standards. <p>Subcontractor Requirements:</p> <ul style="list-style-type: none"> - All subcontractors and third-party vendors are expected to: <ul style="list-style-type: none"> - Hold valid trade licenses and safety certifications. - Comply with CIMCO's Supplier Code of Conduct. - Meet insurance and bonding requirements as per project scope
19	<p>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.</p>	<p>CIMCO Refrigeration Inc. confirms that neither the company nor any Responsible Party associated with it has been subject to any debarments or suspensions within the past seven years. Should CIMCO Refrigeration Inc. enter into a debarment or suspension status during the evaluation period of this RFP, we will promptly notify Sourcewell in writing as required.</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Over the past five years, CIMCO Refrigeration Inc. has earned significant industry recognition for its leadership in sustainable refrigeration and innovation. While not always in the form of formal awards, CIMCO's achievements have been widely acknowledged across the HVAC&R industry and public sector projects:</p> <ul style="list-style-type: none"> - Environmental Leadership: CIMCO was the first manufacturer in North America to eliminate HFC-based refrigerants from its recreational ice rink packages, aligning with global climate agreements such as the Kigali Amendment. This pioneering move has positioned CIMCO as a leader in environmentally responsible refrigeration. - Sustainability Recognition: As a member of the Green Cooling Initiative, CIMCO is recognized globally for its commitment to natural refrigerants and low-carbon technologies. Its work has been featured in high-profile sustainable projects, including the Evergreen Brick Works rink in Toronto and California's first CO₂-based rink in Oak Park. - Industry Influence and Innovation: CIMCO has been acknowledged for its role in advancing net-zero and decarbonization strategies, particularly in municipal and industrial applications. Its engineering expertise has been trusted in over \$3 billion worth of projects, including the Maple Leaf Foods facility in London, Ontario—Canada's largest poultry processing plant. <p>These recognitions reflect CIMCO's commitment to innovation, environmental stewardship, and engineering excellence. For Sourcewell members, this translates into access to a trusted partner with a proven track record of delivering high-performance, future-ready refrigeration solutions that align with sustainability goals and regulatory requirements.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	CIMCO Refrigeration Inc., a privately held company headquartered in Burlington, Ontario, generates an estimated \$400 million in annual revenue and employs approximately 1,200 people. Notably, 42% of its revenue is derived from the governmental sector, reflecting the company's strong presence in public infrastructure projects such as municipal arenas, recreational facilities, and other government-funded refrigeration systems.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 5% of our total sales are contributed to the education sector.	*
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?	<p>CIMCO has hundreds of municipal multi-systems purchasing agreements including:</p> <p>Canada's largest cities:</p> <ul style="list-style-type: none"> - Vancouver, BC - Winnipeg, MB - London, ON - Ottawa, ON - Toronto, ON - Montreal: QC - Halifax, NS <p>US Cities:</p> <ul style="list-style-type: none"> - City of Laredo, TX: \$1.5 million - Town of Chelmsford, MA: \$2 million - City of Jacksonville, FL: \$2.6 million - Montclair State University - \$6.4 million (to be installed summer 2026) 	*
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?	CIMCO Refrigeration Inc. does not hold a any GSA contracts or Standing Offers and Supply Arrangements (SOSA)	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Sames Auto Arena, City of Laredo	Andy Ysaguirre	(956) 206 - 5896	*
City of Winnipeg	Todd McDonald	(204) 226 -2093	*
Yellowhead County	Crystal McNemie	(780) 723 - 4800	*

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

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of

workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	CIMCO maintains a robust direct sales force comprising 147 representatives and 25 managers. The majority of CIMCO's sales professionals possess backgrounds in mechanical engineering, general engineering, or business, ensuring a high level of technical and commercial expertise across the team.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>CIMCO engages with its customers through a comprehensive, multi-channel approach designed to ensure responsive service, technical expertise, and consistent value delivery. These channels include:</p> <ul style="list-style-type: none"> - Dispatch Operations: Each CIMCO branch is equipped with an on-site dispatcher responsible for promptly responding to customer inquiries and coordinating timely service interventions. - Service Technicians: Our on-site, customer-facing service technicians play a critical role in identifying system needs and recommending preventative and corrective services to ensure optimal system reliability. - Direct Sales; Manufacturing: CIMCO supplies its manufactured products directly to the market, ensuring quality control and streamlined delivery from production to end-user. - Marketing Initiatives: To enhance brand visibility and inform customers about our offerings, CIMCO employs a diverse marketing strategy that includes our website, social media platforms, white papers, email campaigns, magazine advertisements, and participation in industry tradeshows. - Installation Team: This team encompasses all personnel involved in the post-sale delivery and implementation of CIMCO solutions, ensuring seamless project execution. - Direct Sales Force: CIMCO's dedicated sales force is responsible for identifying customer needs, developing tailored solutions, and managing long-term business relationships. Our Account Managers and Sales Engineers possess deep technical and commercial knowledge, enabling them to effectively align our offerings with client requirements. The sales force is strategically segmented by customer type and product offering to maximize the impact of our value proposition. 	*
28	Service force.	CIMCO operates a network of 27 strategically located branch offices across North America, enabling broad geographic coverage and rapid response capabilities. Supporting this infrastructure is a team of over 550 fully employed and actively engaged in refrigeration mechanics. These skilled professionals are certified and experienced in delivering high-quality service, maintenance, and installation of complex refrigeration systems. Their presence across all branches ensures that CIMCO can provide consistent, reliable, and timely support to customers in a wide range of industries.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	CIMCO Refrigeration Inc. does not work through any resellers and sell direct to all end users.	*
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.	<p>CIMCO provides comprehensive demand service coverage through a network of dedicated, full-time dispatchers operating 24 hours a day, 7 days a week, 365 days a year. Our dispatch teams are strategically located across North America, enabling us to deliver rapid response times (typically within two hours) when service is requested within a reasonable distance from any CIMCO branch. This ensures that our customers receive timely, expert support whenever and wherever it is needed.</p> <p>In addition to on-demand service, CIMCO offers a wide range of customized service agreements tailored to meet the specific operational and maintenance needs of our clients. With hundreds of active agreements in place, we work closely with each customer to develop service plans that align with their equipment, usage patterns, compliance requirements, and budget. These agreements are designed to enhance system reliability, reduce downtime, and extend the life of critical refrigeration infrastructure.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	<p>CIMCO is fully committed to supporting Sourcwell participating entities throughout the United States with both our products and services. We currently maintain comprehensive sales and service capabilities that cover approximately 100% of the U.S. market. This includes strategically located branch offices, a dedicated direct sales force, and a network of highly trained refrigeration technicians, all of whom are equipped to deliver responsive, high-quality support.</p> <p>Our existing infrastructure enables us to provide timely service, customized solutions, and ongoing technical support to a wide range of public sector organizations. Furthermore, CIMCO is prepared to expand its reach and resources as needed to meet the specific requirements of Sourcwell members, ensuring consistent service delivery and long-term value.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>CIMCO proudly maintains 100% market coverage across Canada, delivering both sales and service capabilities in every province and territory. Our extensive national presence is supported by a network of fully staffed branch offices, a highly experienced direct sales force, and a large team of certified refrigeration technicians. This infrastructure enables us to provide consistent, high-quality service and support to clients in all regions, regardless of location or industry.</p> <p>Our ability to serve customers coast-to-coast ensures rapid response times, localized expertise, and a deep understanding of regional requirements and regulations. Whether for new installations, ongoing maintenance, or emergency service, CIMCO is fully equipped to meet the needs of Canadian customers with reliability, efficiency, and professionalism.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We are headquartered in North America and maintain a strong operational presence across both the United States and Canada. Under the proposed agreement, we are fully capable of supplying, installing, and servicing systems throughout all geographic regions of these two countries.	*
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.	All account types of Participating Entities will have full access to CIMCO Refrigeration Inc.'s solutions under a Sourcwell agreement. We do not impose any restrictions based on entity type, size, or sector. Furthermore, our ability to deliver solutions is not limited or constrained by any existing contracts or exclusive agreements. Our goal is to ensure equitable access and consistent service to all Sourcwell members.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	CIMCO Refrigeration Inc. are able to supply and install new or retrofit refrigeration systems and materials in these regions. We are committed to working with Sourcwell participating entities to assess feasibility and ensure transparency regarding costs, timelines, and support limitations, while maintaining the quality and reliability our customers expect.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, CIMCO Refrigeration will extend the terms of any awarded master agreement to nonprofit entities that are eligible participants under Sourcwell's cooperative purchasing program. This includes nonprofit organizations that meet Sourcwell's membership criteria and complete the registration process. CIMCO is committed to supporting the broader public and nonprofit sectors through streamlined procurement and competitive pricing.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>CIMCO promotes its cooperative purchasing opportunities through a multi-channel marketing strategy that includes:</p> <ul style="list-style-type: none"> - A dedicated webpage for cooperative purchasing linked here (https://www.cimcorefrigeration.com/industries/recreational-ice-rinks/support-service---recreation/cooperative-purchasing-program), which outlines the benefits and process for Sourcewell members. - Targeted email newsletters that include sourcewell membership to municipal and recreational facility decision-makers. <p>Participation in industry trade shows, where the partnership with Sourcewell is highlighted.</p> <ul style="list-style-type: none"> - Collaboration with Sourcewell to co-brand sales and marketing materials and increase visibility. - Sales team training to ensure consistent messaging and promotion of the Sourcewell contract during client engagements. 	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>CIMCO leverages digital tools and analytics to optimize marketing performance:</p> <ul style="list-style-type: none"> - Social media platforms (LinkedIn, Facebook, and Twitter) are used to share contract benefits, success stories, and educational content. - Website analytics track visitor behavior on the cooperative purchasing page to refine messaging and improve conversion. - CRM integration ensures Sourcewell leads are tracked and nurtured through the sales funnel. <p>Leveraging our cloud-based document automation platform (Pandadoc) to integrate messaging into proposals and other customer communication.</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 critical role in building trust and awareness among public agencies by:</p> <ul style="list-style-type: none"> - Providing a compliant, streamlined procurement path. - Promoting awarded vendors through its website, newsletters, and events. <p>CIMCO integrates the Sourcewell agreement into our sales process by:</p> <ul style="list-style-type: none"> - Training our sales team to present the contract as a shortened buying process and efficient pricing benefits. - Including Sourcewell information in proposals and presentations. - Using Sourcewell branding in marketing materials and on our website. 	*
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, CIMCO Refrigeration's solutions are available through an e-procurement process via our active partnership with Sourcewell. We are proud to offer our products and services under our current Contract #120320-CIM, which enables governmental and educational agencies to procure directly from CIMCO without the need for a separate bidding process.</p> <p>Our e-procurement approach is designed to align with Sourcewell's cooperative purchasing model. Participating agencies can issue purchase orders referencing the Sourcewell contract, streamlining procurement while ensuring full compliance with local and state regulations. This process has been successfully utilized by municipalities, school districts, and universities across North America for projects ranging from ice rink construction to refrigeration system upgrades.</p> <p>CIMCO's dedicated sales and support teams work closely with Sourcewell members to tailor solutions to their specific needs, ensuring transparency, efficiency, and value throughout the procurement lifecycle.</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>CIMCO is committed to supporting the operational success and safety of our clients through tailored, on-site training programs. We provide customized, site-specific staff training focused on the basic operation and maintenance of all major refrigeration equipment installed at the facility.</p> <p>In collaboration with each Sourcewell Member, CIMCO will develop a comprehensive training program aligned with manufacturer recommendations and industry best practices. The training is designed to:</p> <ul style="list-style-type: none"> - Promote operator safety and awareness - Improve system operating efficiency - Reduce energy consumption and operational costs - Extend the lifespan of refrigeration equipment - Enhance public and ice user safety - Minimize liability risks - Support the documentation and tracking of equipment history <p>Training is delivered by a qualified CIMCO service mechanic and is available upon request. These sessions are tailored to the specific equipment and operational needs of the facility, ensuring relevance and practical application.</p> <p>Additionally, if a Sourcewell Member requires specialized training to support staff in obtaining a refrigeration certification or license, CIMCO has the expertise and resources to provide this advanced instruction as needed.</p> <p>Training Frequency: As requested by the Sourcewell Member</p> <p>Training Provider: Qualified CIMCO Service Mechanic</p> <p>Cost Structure: Hourly rate, invoiced accordingly</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>Innovative Natural Refrigeration Solutions for Recreational Ice Facilities:</p> <p>CIMCO offers a comprehensive portfolio of natural refrigeration packages engineered to deliver exceptional efficiency, reliability, and safety. Our solutions are tailored to meet the diverse needs of recreational ice facilities, from ultra-economical systems for community rinks to fully integrated, environmentally responsible thermal solutions for large-scale arenas.</p> <p>Our product line includes a variety of system configurations, each designed with distinct cooling layouts, intuitive control systems, optimized floor designs, and robust engineering principles. These features work together to ensure long-term performance, minimal maintenance requirements, and superior ice quality.</p> <p>Featured Technologies:</p> <ul style="list-style-type: none"> - TF1 System: The Thermal Force One transforms facility operations by operating as an all-in-one multifunctional heat pump, refrigeration, and air-conditioning system, eliminating reliance on fossil fuel-powered boilers. With the potential to boost waste heat up to 175°F, the TF1 not only saves energy but also serves a variety of purposes inside as well as outside the facility. With a low-charge ammonia refrigerant and integration with green energy sources, it's an ideal solution for decarbonization. Automatic leak detection and emergency refrigerant transfer provide peace of mind, while the CIMCO IQ rink control system provides seamless automation and control to facility management. - ECO CHILL System: ECO CHILL takes advantage of thermal dynamics and cutting-edge refrigeration design to optimize building efficiency and energy savings. Whether powered by Ammonia or CO2 refrigerant, the system efficiently captures and repurposes energy used in ice maintenance, supplying a reliable heat source for building heating, hot water, underfloor heating, ice resurfacing, and snow melting systems. With over 200 successful installations across North America, ECO CHILL has consistently demonstrated remarkable reductions in utility bills for ice rinks, emphasizing its commitment to energy efficiency. - NATURAL ICE System: Experience the excellence of our natural ice refrigeration system, powered by either ammonia or CO2. Not only does it produce high-quality ice, but it also future-proofs your facility by utilizing sustainable refrigerants. Our self-contained design ensures industry-leading safety with minimal refrigerant charge. If you prefer a hassle-free option, our compact standalone system is an ideal choice, enabling outdoor installation without the need for an engine room. Embrace the perfect combination of efficiency, reliability, and adaptability with our natural ice refrigeration system, tailored to meet your specific requirements. 	*

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>Sustainable Refrigeration Solutions for the Ice Rink Industry:</p> <p>Sustainability is a shared priority for all stakeholders in the recreational ice industry, and CIMCO is proud to lead the way by offering innovative, natural refrigerant-based solutions to Sourcewell Members across North America. Our commitment to Corporate Social Responsibility (CSR) is reflected in every system we design, ensuring environmental stewardship, operational efficiency, and long-term value.</p> <p>As global warming potential (GWP) regulations continue to tighten and energy efficiency standards rise, CIMCO remains at the forefront of innovation, advancing refrigeration technologies that minimize environmental impact while maximizing performance. Our focus is on delivering systems with the lowest possible refrigerant charge, reduced leakage risk, and superior cost-to-performance ratios, all while utilizing natural refrigerants that align with future-ready sustainability goals.</p> <p>Industry-Leading Technology: ECO CHILL System:</p> <p>The TF1 & ECO CHILL system is CIMCO's flagship sustainable solution for ice rinks. It is engineered to deliver exceptional ice quality while significantly reducing energy consumption and greenhouse gas emissions. By capturing and repurposing 100% of the heat extracted from the ice surface, ECO CHILL enables facilities to redirect that energy to other building systems (such as heating water, air, or spectator areas) creating a fully integrated thermal solution.</p> <p>Key benefits include:</p> <ul style="list-style-type: none"> - Full heat recovery for maximum energy reuse - Lower refrigerant charge and reduced leak potential - Modular design for flexibility in both new builds and retrofits - Enhanced user comfort and ice quality - Reduced operating costs and carbon footprint <p>-Additional Green Initiative Technologies:</p> <p>NATURAL ICE System: A cutting-edge refrigeration platform that integrates intelligent controls, energy optimization, and real-time monitoring to enhance system performance and reduce environmental impact.</p> <p>SMART Hub IRC Refrigeration Controller: An advanced control interface that provides centralized management of refrigeration systems, enabling operators to fine-tune performance, monitor energy usage, and ensure compliance with sustainability targets.</p> <p>CIMCO's sustainable solutions are not only designed to meet today's environmental standards; they are built to exceed them, ensuring that ice rinks remain efficient, safe, and environmentally responsible for generations to come.</p>
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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>Energy-Efficient and Net-Zero Product Solutions:</p> <p>CIMCO is committed to advancing energy efficiency and sustainability through the development and deployment of high-performance refrigeration technologies. In support of this mission, CIMCO has successfully secured grant funding to help offset the incremental cost difference between standard equipment and our more advanced, energy-efficient SMART product line. These incentives significantly improve the return on investment (ROI), with most upgrades achieving payback within 1 to 2 years.</p> <p>Energy-Efficient SMART Product Line:</p> <ul style="list-style-type: none"> - CIMCO's SMART technologies are engineered to reduce energy consumption while maintaining optimal performance and reliability. Key offerings include: - SMART Compressor: Delivers up to 15% energy savings through advanced control algorithms and optimized load management. - SMART Turn Chiller: Provides approximately 5% energy savings by enhancing chiller efficiency and reducing operational cycling. - SMART Hub IRC Controller: Offers 15% to 20% energy savings by enabling intelligent system monitoring, real-time performance adjustments, and integrated control of refrigeration components. - SMART Dry 2.0 Dehumidifier: Achieves 15% to 20% energy savings by using advanced moisture control strategies that reduce the load on the refrigeration system. <p>CIMCO also offers a suite of net-zero-ready technologies designed to significantly reduce greenhouse gas emissions and operational costs:</p> <ul style="list-style-type: none"> - SMART Heat: A high-efficiency heat recovery system that can generate annual savings of \$60,000 to \$80,000 by repurposing waste heat for building heating applications. - Doucette Desuperheater: Captures and reuses heat from the refrigeration cycle, resulting in \$30,000 to \$40,000 in annual energy savings. - Fre-Heater: A compact, cost-effective heat recovery solution that delivers \$5,000 to \$10,000 in annual savings, ideal for smaller facilities or supplemental heating needs. <p>These technologies not only reduce operating costs but also support long-term sustainability goals, helping facilities transition toward net-zero emissions while maintaining high standards of performance and user satisfaction.</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>Unmatched Buying Power and Turnkey Refrigeration Solutions:</p> <p>CIMCO offers customers unparalleled buying power by leveraging our extensive relationships with refrigeration suppliers across international markets. This global reach enables us to source high-quality components at competitive prices, delivering added value to our clients.</p> <p>With the largest geographic coverage in North America among refrigeration contractors, CIMCO is uniquely positioned to provide consistent, responsive service across a wide range of regions and industries.</p> <p>What sets CIMCO apart is our ability to deliver fully integrated, turnkey refrigeration systems that incorporate the latest in automation technology and advanced heat recovery solutions. From design and engineering to installation and commissioning, we manage every aspect of the project to ensure seamless execution and long-term performance.</p> <p>Our core objective is to provide each customer with a system that delivers the lowest total cost of ownership (TCO) over its operational life; balancing energy efficiency, reliability, and maintainability to maximize return on investment.</p>

46	Describe how your proposed equipment, products, or services impact the indoor air quality of an ice rink or arena.	<p>CIMCO Refrigeration is a leader in sustainable and efficient ice rink solutions, offering advanced technologies that directly and positively impact indoor air quality (IAQ) in arenas.</p> <p>Our approach includes:</p> <ul style="list-style-type: none"> - Natural Refrigerants with Zero or Negligible GWP: CIMCO exclusively uses climate-friendly refrigerants such as CO₂ and ammonia, which eliminate the risk of harmful emissions associated with traditional synthetic refrigerants like HFCs and HFOs 1. This significantly reduces the presence of airborne pollutants and supports a healthier indoor environment. - ECO CHILL Integrated System: This system maximizes energy efficiency while supporting IAQ by recycling waste heat for building heating, hot water, and underfloor heating. It reduces the need for fossil fuel-based heating systems, thereby lowering indoor combustion-related emissions. - Thermal Force One (TF1): A cutting-edge, all-in-one CO₂-based system that provides heating, refrigeration, and air conditioning. TF1 minimizes the use of natural gas and supports consistent air quality by centralizing and optimizing thermal management within the facility. - Heat Recovery and Ventilation Integration: CIMCO systems are designed to integrate with HVAC and dehumidification systems, ensuring proper air exchange and humidity control. This helps prevent mold growth and maintains optimal air quality for athletes and spectators alike. - Compliance with Global Environmental Standards: CIMCO's systems exceed the requirements of the Kigali Amendment and California Air Research Board (CARB) regulations, ensuring that all new installations use refrigerants with a Global Warming Potential (GWP) under 150. <p>By combining sustainable design, advanced control systems, and a commitment to natural refrigerants, CIMCO delivers ice rink solutions that not only enhance ice quality and energy efficiency but also create safer, cleaner indoor environments.</p>
47	Describe how your proposed equipment, products, or services comply with any applicable environmental regulations.	<p>CIMCO Refrigeration is fully compliant with all applicable environmental regulations in both the United States and Canada, particularly those targeting the reduction of high Global Warming Potential (GWP) refrigerants and ozone-depleting substances.</p> <p>Key areas of compliance include:</p> <ul style="list-style-type: none"> - Alignment with the AIM Act and 2025 EPA Mandates: As of January 1, 2025, the U.S. Environmental Protection Agency (EPA) mandates that all new HVAC and refrigeration systems use refrigerants with a GWP of 700 or lower, under the American Innovation and Manufacturing (AIM) Act 1. CIMCO has proactively transitioned to natural refrigerants such as ammonia (R-717) and carbon dioxide (CO₂/R-744), both of which have a GWP of 1 or less and zero ozone depletion potential. - Montreal Protocol and Kigali Amendment Compliance: CIMCO's systems are fully compliant with international agreements, including the Montreal Protocol and its Kigali Amendment, which aim to phase down the use of hydrofluorocarbons (HFCs) globally. - Future-Proof Refrigeration Solutions: By exclusively offering systems that use natural refrigerants, CIMCO ensures customers are investing in long-term, regulation-proof solutions that will not be subject to future bans or costly retrofits. - Training and Safety Standards: CIMCO supports regulatory compliance through technician training, safe refrigerant handling protocols, and system designs that meet or exceed safety and environmental standards. - Canadian Environmental Compliance: In Canada, CIMCO adheres to Environment and Climate Change Canada (ECCC) regulations, including the prohibition of high-GWP refrigerants in new systems and stringent leak detection and reporting requirements. <p>Through our commitment to natural refrigerants and sustainable system design, CIMCO not only meets current environmental regulations but leads the industry in providing climate-resilient, future-ready refrigeration solutions.</p>

48	Describe your product attributes and advancements regarding product safety, longevity and lifecycle costs.	<p>At CIMCO Refrigeration, we design our systems with a long-term view, prioritizing safety, durability, and cost-effectiveness throughout the entire product lifecycle.</p> <p>Our equipment is built with smart monitoring technology that continuously tracks system performance in real time. This allows operators to detect and address issues early, reducing the risk of unexpected breakdowns and ensuring safer, more reliable operation. In addition, our SMART Transfer system enhances safety by automatically isolating refrigerants during maintenance or in the event of a leak, protecting both personnel and equipment.</p> <p>When it comes to longevity, CIMCO systems are engineered to last. We use high-quality materials and in-house fabrication to ensure our equipment can withstand the demanding conditions of ice rinks and industrial environments. Our national service network and preventive maintenance programs help extend system life even further, minimizing downtime and maximizing performance.</p> <p>From a cost perspective, our solutions are designed to deliver long-term value. Energy-efficient technologies like ECO CHILL and Thermal Force One reduce operating costs by recovering and reusing waste heat. And because we exclusively use natural refrigerants like ammonia and CO₂, our systems are future-proof, eliminating the risk of costly retrofits due to changing environmental regulations.</p> <p>In short, CIMCO's products are built to be safe, durable, and cost-effective; today and for years to come.</p>
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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 resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	CIMCO Refrigeration is not currently certified as a Women-Owned, Minority-Owned, Small Business Enterprise (WMBE/SBE), or Veteran-Owned business. However, we actively collaborate with certified firms on projects where such partnerships are required or encouraged.	*
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	CIMCO Refrigeration is not currently certified as an MBE. However, we actively collaborate with certified firms on projects where such partnerships are required or encouraged.	*
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	CIMCO Refrigeration is not currently certified as an WBE. However, we actively collaborate with certified firms on projects where such partnerships are required or encouraged.	*
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	CIMCO Refrigeration is not currently certified as a DOBE. However, we actively collaborate with certified firms on projects where such partnerships are required or encouraged.	*
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	CIMCO Refrigeration is not currently certified as a VBE. However, we actively collaborate with certified firms on projects where such partnerships are required or encouraged.	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	CIMCO Refrigeration is not currently certified as an SDVOB. However, we actively collaborate with certified firms on projects where such partnerships are required or encouraged.	*
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	CIMCO Refrigeration is not currently certified as an SBE. However, we actively collaborate with certified firms on projects where such partnerships are required or encouraged.	*
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	CIMCO Refrigeration is not currently certified as an SDB. However, we actively collaborate with certified firms on projects where such partnerships are required or encouraged.	*
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	CIMCO Refrigeration is not currently certified as an WOSB. However, we actively collaborate with certified firms on projects where such partnerships are required or encouraged.	*

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 30 days, however can be negotiated.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Available upon request.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Each account is assigned a dedicated Account Manager. Customers can contact their local CIMCO branch by phone or email, and they will be connected with the appropriate Account Manager.</p> <p>The Account Manager is responsible for processing the customer's order, which is entered into our CRM system for review and approval. Once the customer approves the order electronically via Zoho, including the appropriate purchase order (PO) number, a job number is generated in our SAP enterprise system.</p> <p>All associated labour, material, and equipment costs are recorded in SAP, and customer invoicing is managed through the same platform. Additionally, reports can be generated through the CRM as needed to support customer requirements or internal tracking.</p>	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	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>Our pricing structure is organized into three primary service categories, each tailored to meet the diverse needs of our customers:</p> <ul style="list-style-type: none"> - Engineering Services - Refrigeration Mechanic Services - Manufactured Products <p>We utilize a product-category discount model, with standardized pricing outlined in our Price Manual (attached). Discounts are applied based on the category of service or product, and may vary depending on volume, contract terms, and customer eligibility.</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.	<p>Pricing discounts are offered to Sourcewell members for list pricing for the following:</p> <ul style="list-style-type: none"> - Engineering Service - % Discount - Refrigeration Mechanic Service - % Discount - Refrigeration Product - % Discount <p>*Refer to Price Manual attached for more information.</p>	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	We offer volume-based discounts programs tailored to customers who engage with us on a full-solution basis. These discounts are typically applied when clients commit to a comprehensive design-build system installation or enter into a customer support agreement that includes a complete system maintenance plan. By bundling services and solutions, we're able to provide more competitive pricing and long-term value. Custom discount structures may also be available for high-volume or multi-site implementations, depending on the scope and duration of the engagement.	*
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 nonstandard or open-market items, our dedicated Account Managers take a consultative approach to understand the customer's specific requirements. Once the need is identified, they collaborate closely with our internal procurement team to source the most competitive pricing from our network of international suppliers. Each request is evaluated individually, and a tailored quote is prepared and presented to the customer, ensuring transparency and value. This quote-based model allows us to maintain flexibility while delivering optimal solutions aligned with customer expectations.	*
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 costs, materials, or services not included in our standard product offering are excluded from the submitted pricing. These may include, but are not limited to: installation, commissioning, electrical work, insulation, structural or civil modifications, and engineering services.</p> <p>Such costs may be incurred depending on the specific requirements of the project and are typically the responsibility of the purchaser or a third-party contractor not affiliated with CIMCO.</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.	CIMCO employs a dedicated logistics team to manage and coordinate all freight, shipping, and delivery requirements across North America. Delivery costs are determined based on the customer's location, shipment size, and required delivery timelines. Standard and expedited shipping options are available to accommodate varying levels of urgency. CIMCO works closely with trusted carriers to ensure timely and secure delivery, and all logistics are handled in compliance with applicable regulations and customer-specific requirements. Detailed freight estimates are provided during the quoting process to ensure transparency and alignment with customer expectations.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	CIMCO leverages a dedicated logistics team to manage and coordinate freight, shipping, and delivery across North America, including Alaska, Hawaii, Canada, and offshore locations. Shipping terms and delivery programs are customized based on the customer's geographic location, delivery urgency, and specific requirements. All freight charges are calculated accordingly to ensure timely and cost-effective service, with options available for expedited or specialized handling when needed.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer a unique and highly efficient distribution model through our National Parts Centre, which maintains an inventory of over \$2 million in commonly used components for ice rink refrigeration systems. This strategic stockholding enables us to bypass typical manufacturer lead times and ensures rapid fulfillment. As a result, we can deliver critical parts within 24 hours to any location across North America, minimizing downtime and enhancing operational continuity for our clients.	*
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.	<p>To ensure full compliance with our agreement with Sourcewell, CIMCO will implement a structured internal audit process that includes the following components:</p> <ul style="list-style-type: none"> - Sales Tracking and Reporting: All Sourcewell-related sales will be clearly identified and flagged within our CRM system by the assigned CIMCO Account Manager. This ensures transparency and traceability from the point of sale. - Financial Oversight: Our Accounting Department will utilize SAP to monitor and manage these transactions, ensuring that all applicable administrative fees are accurately calculated and remitted to Sourcewell in a timely manner. - Quarterly Contract Reviews: We will conduct internal quarterly reviews of all Sourcewell contracts to verify that pricing, terms, and conditions are being consistently applied and honored across all participating entities. - Internal Audit Process: This compliance program is managed internally by our finance and sales operations teams. While we do not include external audit services as part of our standard offering, we are open to discussing additional audit requirements upon request. <p>This approach ensures that Sourcewell participating entities receive the correct pricing and that all contractual obligations are met with integrity and accountability.</p>	*

71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>At CIMCO Refrigeration, we are committed to delivering measurable success through data-driven performance. If awarded the contract, we will leverage our SAP system to track key internal metrics that reflect our operational efficiency and customer satisfaction. These include:</p> <ul style="list-style-type: none"> - Project Delivery Timelines: Monitoring adherence to scheduled milestones to ensure projects are completed on time and within scope. Service Response Times: Tracking the speed and effectiveness of our 24x7 support services to maintain high levels of customer satisfaction. Issue Resolution Rate: Measuring how quickly and effectively customer issues are resolved, with a focus on first-contact resolution. - Customer Satisfaction Scores (CSAT): Gathering feedback through surveys to assess the quality of service and support provided. - Resource Utilization: Evaluating how efficiently our teams and tools are deployed to maximize productivity and minimize waste. Risk Mitigation Metrics: Assessing the frequency and impact of project risks and our ability to proactively manage and reduce them. <p>Our cloud-based infrastructure and global partner ecosystem enable us to deliver agile, scalable solutions that drive competitive outcomes. These metrics not only help us ensure contract success but also foster continuous improvement and transparency with our clients.</p>	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	2% of services and items outlined in our sourcewell pricing manual attached	*

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.	Please see attached Pricing Manual	*

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.	Please see attached 'CIMCO Industry Profile Information' for details.	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Not applicable	*

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, no 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 and service	*

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

Line Item 81. NOTICE: To identify any exception, or to request any modification, to Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - CIMCO Sourcwell Pricing Manual RFP 081425.pdf - Tuesday August 12, 2025 09:05:50
 - [Financial Strength and Stability](#) - CIMCO Refrigeration Inc. 2024 Consolidated Audited Financial Statements.pdf - Tuesday August 05, 2025 09:34:26
 - [Marketing Plan/Samples](#) - Canoe Sourcwell Marketing Plan.pdf - Tuesday August 12, 2025 07:11:22
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - CIMCO Proposal + Invoice Sample.pdf - Tuesday August 12, 2025 08:00:54
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - CIMCO Industry Profile Information.pdf - Tuesday August 12, 2025 11:52:04

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. - Cindy Chiu, VP Finance , CIMCO Refrigeration Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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
Addenda #1 Ice Rink and Arena Equipment with Related Supplies and Services Tue July 1 2025 08:23 AM	<input checked="" type="checkbox"/>	1