

**MASTER AGREEMENT #081425****CATEGORY: Ice Rink and Arena Equipment with Related Supplies and Services****SUPPLIER: Frank J. Zamboni & Co./Zamboni Company USA, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Frank J. Zamboni & Co./Zamboni Company USA, Inc., 15714 Colorado Ave., Paramount, CA 90723 (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.

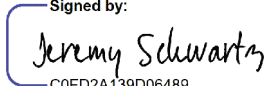
Article 3: Supplier Obligations to Participating Entities

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

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 10/13/2025 | 9:56 AM CDT

Frank J. Zamboni & Co. Inc./Zamboni
Company USA, Inc.

Signed by:

8F3C28A1597D485...

By: _____
Logan Wescott
Title: Regional Sales Manager

Date: 10/13/2025 | 8:55 AM CDT

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

Vendor Details

Company Name: Zamboni

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

Address: 15714 Colorado Ave
Paramount, CA, CA 90723

Contact: Logan Wescott

Email: lwescott@zamboni.com

Phone: 323-301-5843

Fax: 323-301-5843

HST#: 95-2982566

Submission Details

Created On: Friday June 27, 2025 12:09:57

Submitted On: Friday July 18, 2025 11:38:34

Submitted By: Logan Wescott

Email: lwescott@zamboni.com

Transaction #: 38077bd7-0322-44a9-ab72-d3baba88fbda

Submitter's IP Address: 147.243.222.241

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.	Zamboni Company USA, Inc. Frank J. Zamboni & Co. Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Zamboni Company USA, Inc. Frank J. Zamboni & Co. Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Provide your NAICS code applicable to Solutions proposed.	RFP 081425 - Ice Rink and Arena Equipment	
6	Proposer Physical Address:	15714 Colorado Ave Paramount, CA 90723	*
7	Proposer website address (or addresses):	zamboni.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):	Logan Wescott Regional Sales Manager 15714 Colorado Ave Paramount, CA 90723 lwescott@zamboni.com 323-301-5843	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Logan Wescott Regional Sales Manager 15714 Colorado Ave Paramount, CA 90723 lwescott@zamboni.com 323-301-5843	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None	*

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>Founded on innovation and necessity, the Zamboni Company has been a cornerstone of the ice rink industry for over 76 years. The company's origins trace back to Frank J. Zamboni, who in 1949 revolutionized ice maintenance by inventing the world's first ice resurfacing machine. At the time, Frank wasn't looking to create a global business — he simply wanted to solve a problem at his family's ice rink in Southern California: the time-consuming and labor-intensive process of manually resurfacing the ice.</p> <p>Like many great inventors, Frank Zamboni's ingenuity was born from practical need. His solution — the Model A Zamboni® Ice Resurfer — dramatically reduced the time and effort required to resurface ice, changing the industry forever and setting the stage for a brand that would become synonymous with excellence in ice maintenance.</p> <p>Today, Zamboni remains a family-owned company, proudly manufacturing machines in Paramount, California and Brantford, Ontario, with distributors and service centers supporting operations across the globe. The name "Zamboni" has become iconic, representing not only a product but a commitment to quality, innovation, and the advancement of ice sports.</p> <p>Core Values Innovation Rooted in Purpose: Designing products that solve real-world problems, just as Frank intended.</p> <p>Craftsmanship and Quality: Every machine is built with attention to detail, durability, and the highest standards of engineering.</p> <p>Customer Commitment: Supporting rinks, arenas, and communities with reliable machines and exceptional service.</p> <p>Integrity and Tradition: Honoring the legacy of Frank Zamboni through honest business practices and respect for the industry.</p> <p>Business Philosophy The Zamboni Company believes in building relationships as strong as its machines — grounded in trust, performance, and long-term value. From local rinks to Olympic arenas to colleges and even the NHL, Zamboni is committed to reliability, sustainability, and engineering that evolves with the needs of the industry.</p> <p>With more than seven decades of leadership and innovation, Zamboni is not just part of ice sports history — it helped shape it. What began as one man's effort to improve his rink has become a global standard for excellence in ice resurfacing.</p>
12	What are your company's expectations in the event of an award?	<p>Our Commitment to Growth Through Sourcewell</p> <p>As we look ahead to the renewal of our contract with Sourcewell, our expectation is simple: to continue growing and educating the marketplace. The Sourcewell cooperative purchasing contract has proven to be an invaluable tool for Zamboni Company and our clients alike. By satisfying the competitive bid process, Sourcewell allows us to streamline procurement — saving time and eliminating the often lengthy and frustrating traditional bidding process.</p> <p>In our experience, it's truly been a win-win:</p> <p>Zamboni Company is able to expedite sales and delivery</p> <p>Sourcewell members receive competitive discounts on the products they want and need</p> <p>That said, education remains key. Despite the proven benefits, many potential users in the field are still unaware of how simple and effective the Sourcewell process can be. Part of my role is to bridge that gap — to ensure that customers understand how to access our machines through Sourcewell and how much time and money we can save in doing so.</p> <p>As we renew our commitment to Sourcewell, we also renew our commitment to customer education, service, and efficient access to the industry's leading ice resurfacing technology.</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.	<p>Zamboni is a privately held company and, as such, does not publicly disclose its financial details. However, with over 76 years of continuous operation, Zamboni has established itself as the recognized leader in the ice resurfacing industry — both in terms of market share and product innovation.</p> <p>The company maintains strong and established relationships with key suppliers and financial partners, and holds open lines of credit with major firms including:</p> <p>Dana Corporation</p> <p>ITT Jabsco</p> <p>Sundstrand</p> <p>Vickers</p> <p>Zamboni's long-standing reputation for quality, reliability, and financial stability is further supported by our commercial credit profile. Our Dun & Bradstreet (D-U-N-S®) number is 008501066, reflecting decades of responsible business conduct and supplier integrity.</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>Zamboni Company holds an estimated 80% global market share in the ice resurfacing industry, a testament to our legacy of innovation, product quality, and customer trust. As the industry leader, Zamboni continues to set the standard by which others are measured.</p> <p>Zamboni is also the only manufacturer of ice resurfacers with a factory based in the United States, proudly operating in Paramount, California. In addition, we operate a second manufacturing facility in Brantford, Ontario, Canada, allowing us to serve North American and international markets efficiently.</p> <p>While competition exists — often imitating the very concept that Frank Zamboni pioneered in 1949 — Zamboni remains the original and most recognized name in ice resurfacing. Our continued dominance in market share is not just the result of being first, but of continually earning the trust of our customers through reliable performance, unmatched support, and a commitment to innovation.</p> <p>As we move forward, Zamboni remains focused on maintaining our leadership by staying true to the values and engineering excellence that have defined our company for more than 76 years.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	See above.....Canadian Factory is based out of Brantford, Ontario	*
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.	N/A - Never filed for bankruptcy	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Zamboni Company USA is the world-renowned manufacturer of Zamboni® ice resurfacers and ice edgers, along with a full range of related options and features designed to meet the evolving needs of ice rink operations around the globe.</p> <p>In addition to our headquarters and primary manufacturing facility in Paramount, California, Zamboni also operates manufacturing plants in Brantford, Ontario, Canada and Österfärnebo, Sweden. This international footprint enables us to meet global demand while maintaining the highest standards of quality and performance.</p> <p>Zamboni expanded its direct presence in the Canadian market by acquiring a longtime dealer in Montréal, Québec, rebranding the operation as Zamboni Québec. Formerly independently owned, this strategic acquisition strengthens our commitment to providing consistent service, support, and brand alignment across North America.</p> <p>Our extensive network of dealers and distributors — both domestically and internationally — plays a vital role in the Zamboni ecosystem. These trusted partners provide genuine parts, certified service, and, in many cases, support the sales process, ensuring that customers receive localized expertise backed by the full resources of the Zamboni Company.</p> <p>With more than 76 years of innovation and leadership, Zamboni remains the original and most trusted name in ice resurfacing, supported by a robust global infrastructure built to serve our customers wherever they are.</p>	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>To the best of Zamboni Company's knowledge, there are no special or industry-specific licenses required for the manufacture and distribution of ice resurfacing equipment beyond maintaining standard business licenses at each of our operational locations.</p> <p>Our Canadian manufacturing facility in Brantford, Ontario is ISO certified, reflecting our commitment to quality management standards and continuous improvement in our manufacturing processes.</p> <p>Our U.S. facility in Paramount, California is currently in the process of obtaining ISO certification, further aligning our operations with internationally recognized best practices.</p> <p>At this time, we do not subcontract the core manufacturing of our machines; however, any third-party vendors or service providers used for ancillary work are expected to comply with all applicable local, state/provincial, and federal regulations and licensing requirements in their jurisdictions.</p> <p>Zamboni Company remains committed to upholding the highest standards of compliance, quality, and operational excellence across all facilities and partnerships.</p>	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	No, Zamboni has not been subject to any debarments or suspensions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>List of Awards and Recognitions for Frank J. Zamboni</p> <p>Ice Skating Institute Hall of Fame – 1965 Honorary Doctor of Engineering Clarkson University – 1988 NEISMA Frank J. Zamboni Hall of Fame Award (inaugural year) – 1988 United States Figure Skating Hall of Fame – 2000 World Figure Skating Hall of Fame – 2006 National Inventors Hall of Fame – 2007 United States Hockey Hall of Fame – 2009 Google Doodle – 2013 United States Speed Skating Hall of Fame – 2013 Italian American Sports Hall of Fame – 2014</p> <p>Awards and Recognition for Richard Zamboni</p> <p>Ice Skating Institute Hall of Fame – 1994 NEISMA Frank J. Zamboni Hall of Fame – 1998 Ice Skating Institute Frank J. Zamboni Award – 2001 Ice Skating Institute Lifetime Achievement Award – 2010 Ice Skating Institute President's Award – 2013</p> <p>Awards and Recognition for Zamboni Staff</p> <p>ORFA Associate Award of Merit Award – 1994 (Frank Kellner) NEISMA Frank J. Zamboni Hall of Fame Award – 1997 (Frank Brown/distributor) NEISMA Frank J. Zamboni Hall of Fame Award – 1998 (Bob Skrak/former employee) Ice Skating Institute International Merit Award – 2008 (Emiko Aiida/Patine/distributor) Ice Skating Institute Legacy Award – 2008 (Zamboni Company, Paramount Iceland, Berkeley Iceland, Belmont Iceland) Ice Skating Institute Man of the Year Award – 2011 (Doug Peters) ORFA Doug Moore Ambassador Award – 2012 (Frank Kellner)</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	30% - That 30% includes State Colleges, Municipalities, City owned/operated arenas.	*
22	What percentage of your sales are to the education sector in the past three years?	20% - The 20% of education would include Schools both private high schools and College/Universities.	*
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?	Zamboni only uses Sourcewell as a cooperative purchasing agreement.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Dobson Arena, Vail CO	Jared Biniecki	970-479-2271	*
Dwyer Ice Arena Niagara University	Phil Rhodes	716-286-8782	*
City of Lincoln Park MI	Dennis C. Anderson	Office: (313)386-1817 Cell: (313)622-4516	*

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

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

Line Item	Question	Response *	
26	Sales force.	<p>The Zamboni Sales Force in the United States consists of direct company employees Logan Wescott and Brandon Radeke, who are our Regional Sales Managers to support and grow our customer relationships. In addition to our in-house team, we maintain a strong national network of authorized Dealers and Distributors, ensuring local expertise and responsive service across the country.</p> <p>Our sales presence also extends into Canada, led by Greg Dean, Zamboni Vice President of Sales, who is based out of Brantford, Ontario. The Canadian team works closely with U.S. counterparts to provide a coordinated and consistent customer experience throughout North America.</p> <p>Together, this integrated sales force delivers the knowledge, support, and trusted experience that customers have come to expect from Zamboni.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Zamboni supports its customers through a network of authorized dealers and distributors who assist with both sales and service across domestic and international markets. In North America, our regional dealer/distributor network includes the following:</p> <p>All Star Arenas – Southeastern United States</p> <p>J&C Ice Technologies, Inc. and Resurfix, Inc. – Northeastern United States</p> <p>R&R Specialties – Wisconsin and Minnesota (Midwest region)</p> <p>Mid America Rink Services – Michigan and broader Midwest region</p> <p>Farmer Brown and Precision Industrial – Massachusetts and New England area</p> <p>Kendrick Equipment – Pacific Northwest, including the U.S. and Western Canada</p> <p>IMI (Industrial Machine Inc.) – Alberta, Canada</p> <p>Zamboni Québec – Montreal and the Québec Province</p> <p>This network ensures localized expertise and responsive service, maintaining the high standards and reliability associated with the Zamboni brand.</p>	*

28	Service force.	<p>In North America we have several service partners some with ability to sell, and some do service only.....</p> <p>All Star Arenas – Southeastern United States</p> <p>J&C Ice Technologies, Inc. and Resurfix, Inc. – Northeastern United States</p> <p>R&R Specialties – Wisconsin and Minnesota (Midwest region)</p> <p>Mid America Rink Services – Michigan and broader Midwest region</p> <p>Farmer Brown and Precision Industrial – Massachusetts and New England area</p> <p>Kendrick Equipment – Pacific Northwest, including the U.S. and Western Canada</p> <p>IMI (Industrial Machine Inc.) – Alberta, Canada</p> <p>Zamboni Québec – Montreal and the Québec Province</p> <p>We will often work with fork lift repair companies in remote areas that do not have service as fork lift operators understand hydraulics and similar components that are in a Zamboni Machine.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Zamboni Ordering Process</p> <p>While no two Zamboni sales are exactly the same, the general ordering process follows these key steps:</p> <p>Initial Consultation A conversation is held with the client to understand their specific needs, expectations, and operational requirements.</p> <p>Proposal Development A detailed proposal is created, outlining the recommended machine configuration, features, and available technologies tailored to meet the client's objectives.</p> <p>Customization and Review The proposal is reviewed collaboratively with the client, with adjustments made as needed to ensure the final configuration aligns with their facility's needs and budget.</p> <p>Order Finalization Upon approval, a signed contract or purchase order (PO) is submitted. This finalizes the order and places the machine into the production queue.</p> <p>This personalized process ensures that each customer receives a solution uniquely suited to their arena and operational demands.</p>	*
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>Customer service is a core priority at Zamboni. Support is provided by knowledgeable team members within each respective territory, as well as directly from our headquarters and manufacturing facility in Paramount, California. In Canada, each regional dealer is responsible for service within their province and is further supported by our Canadian factory located in Brantford, Ontario.</p> <p>Our deep understanding of the ice rink business stems from our roots—Frank J. Zamboni was himself a rink owner, operating Paramount Iceland and East Bay Iceland arenas in California. We know how essential it is to keep ice resurfacing equipment running reliably.</p> <p>Because of this, we prioritize rapid response and resolution. In most cases, we are able to address and resolve service issues within 24 hours to ensure our customers' operations continue smoothly and without interruption.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Yes, Zamboni is fully committed to providing our products and services to Sourcewell participating entities throughout the United States, and to Canoe Procurement Group members across Canada. We are pleased to support cooperative purchasing efforts and are experienced in working within these frameworks.</p> <p>Our ability to serve is contingent upon both the client and Zamboni operating in compliance with the terms and conditions of the Sourcewell (or Canoe) contract. When this condition is met, we are fully prepared and equipped to deliver machines, parts, and support services to eligible entities in a timely and effective manner.</p> <p>Zamboni values the partnership with Sourcewell and Canoe and looks forward to continuing to support public agencies with a streamlined and compliant procurement process.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Same as response above - Yes we are.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Zamboni does not have any geographic exclusions under the proposed agreement. We are fully willing and capable of selling to and servicing all regions throughout the United States and Canada, in accordance with the terms of the Sourcewell and Canoe cooperative purchasing contracts. We are committed to ensuring consistent product availability, responsive customer service, and reliable support to all eligible entities within both 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.	There are no areas in the USA or Canada that we would not be interested in selling to provided they can accept and purchase under the Sourcewell contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	We would extend terms to nonprofit however in the ice business this would be a very rare case.	*

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>Zamboni actively promotes our Sourcewell contract through a multi-channel marketing strategy designed to maximize visibility and accessibility for participating entities. Key elements of our strategy include:</p> <p>Website Presence: We prominently feature our Sourcewell-awarded contract on our official company profile page, including direct links to the Sourcewell website to facilitate easy access for interested entities.</p> <p>Trade Shows and Events: At industry trade shows and public sector events, we display Sourcewell-branded marketing materials such as banners and flags to highlight our participation in the cooperative purchasing program.</p> <p>Podcast Promotion: Our “Ask the Zamboni Experts” podcast regularly highlights the benefits of the Sourcewell program. We have even recorded an episode at the Sourcewell studio and discussed future podcast collaborations to further educate listeners on contract advantages.</p> <p>Educational Engagement: We actively participate in Sourcewell University, webinars, and other training initiatives to stay current on best practices and ensure we are effectively promoting Sourcewell resources to both our internal team and external clients.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Zamboni leverages a wide range of digital platforms and technologies to enhance the reach and effectiveness of our marketing and training efforts. We actively use social media channels including Facebook, X (formerly Twitter), LinkedIn, Instagram, YouTube, and our own “Ask the Zamboni Experts” podcast to connect with our audience across North America and beyond.</p> <p>These platforms serve dual purposes:</p> <p>Marketing: Promoting new products, contract opportunities like Sourcewell, and company updates.</p> <p>Training & Support: Providing ongoing education, service tips, and operational resources in real time to customers and operators.</p> <p>By using metadata and analytics tools native to each platform, we monitor engagement, identify trends, and tailor our content to better serve our audience. This digital presence allows us to provide consistent, accessible communication—especially valuable in a business where we can't always be everywhere at once. These channels act as an extension of our customer service and technical support teams, keeping customers informed, supported, and connected.</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>We integrate Sourcewell directly into our sales process by:</p> <p>Presenting it early in client conversations as a value-added option for eligible buyers.</p> <p>Highlighting the discounted pricing and procurement efficiency it offers.</p> <p>Ensuring our dealers and sales team are trained to recognize when Sourcewell can be applied and how to assist clients through the process.</p> <p>Prominently featuring Sourcewell in our marketing materials, website, and at trade shows to raise awareness and encourage participation.</p> <p>Ultimately, Sourcewell is a powerful tool that supports our clients' goals by making it easier to acquire the products they want—while ensuring compliance and cost-efficiency.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>At this time, Zamboni is not fully integrated into a dedicated e-procurement ordering system. However, we are open and willing to explore opportunities for integration as they arise, particularly when it aligns with the needs of governmental and educational customers.</p> <p>We understand the increasing importance of digital procurement platforms in public sector purchasing and are committed to adapting our processes to meet these evolving requirements. While current orders are typically processed through direct engagement with our sales team and authorized dealers, we are prepared to support e-procurement methods where possible and collaborate with customers to ensure a smooth and compliant purchasing experience.</p>	*

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Zamboni is committed to supporting Sourcewell participating entities with a range of comprehensive training resources designed to promote proper machine operation, maintenance, and service longevity.</p> <p>Our training offerings include:</p> <p>Zamboni Boot Camp: A hands-on, in-depth training program focused on machine operation, preventative maintenance, and troubleshooting. These sessions are typically held at our factory or hosted regionally in collaboration with our dealer network. Boot Camp training is optional, and costs may vary depending on location and session specifics.</p> <p>Service Seminars: Periodic technical seminars provided by Zamboni or our authorized dealers, covering key service practices, updates on machine technology, and Q&A sessions with factory experts.</p> <p>Digital Training Resources: We maintain a robust library of free video tutorials and technical guides available on our YouTube channel and at zamboni.com. These resources are accessible to all clients and are designed to provide quick, on-demand learning.</p> <p>Peer and Dealer Support Network: Zamboni actively encourages networking and collaboration within our established dealer/distributor network. We foster regional support systems so that customers can connect and share insights, best practices, and local expertise when needed.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>Zamboni continues to lead the industry through ongoing innovation, offering advanced technologies that enhance ice quality, operational efficiency, and data-driven facility management. Our three most recent technological solutions include:</p> <p>FastICE System A state-of-the-art pressurized spray boom system designed to apply a thin, even layer of water that snap-freezes upon contact with the ice surface. FastICE improves ice consistency, reduces resurfacing time, and minimizes energy consumption by reducing the volume of hot water traditionally used.</p> <p>LevelICE System An advanced automated leveling system that benchmarks the highest point of the rink surface and continuously adjusts the conditioner blade to maintain a perfectly level sheet of ice. This system helps prevent high or low spots, improves ice quality, and extends the life of the rink floor and machine blades.</p> <p>Zamboni Connect A cutting-edge machine analytics and data collection platform that provides real-time operational insights to arena managers. Zamboni Connect tracks key metrics such as:</p> <ul style="list-style-type: none"> Power consumption Water usage Resurfacing speed and passes Error codes and alerts Digital maintenance logs Operator history and performance <p>This system enables data-driven decision-making, predictive maintenance scheduling, and improved overall efficiency for ice rink operations.</p>

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Zamboni is committed to sustainability and environmental responsibility through the development of energy-efficient, low-emission ice resurfacing solutions and systems that support smarter resource use and reduced environmental impact.</p> <p>1. Electric-Powered Ice Resurfacers – Zamboni Model 552 Introduced in 1990, the Zamboni Model 552 was the first electric resurfer of its kind and continues to be produced at our Paramount, California facility. This model is available with both lead-acid and lithium-ion battery options, providing a zero-emission alternative to internal combustion-powered machines. Its popularity remains strong today, demonstrating its reliability, efficiency, and environmental value over time.</p> <p>2. FastICE System The FastICE system contributes to sustainability by precisely controlling the amount of water applied to the ice surface during resurfacing. This reduces overall water and energy consumption, as less hot water is required and resurfacing cycles become more efficient.</p> <p>3. LevelICE System LevelICE technology ensures a consistently even ice sheet by automatically adjusting the blade based on the highest point of the rink surface. By maintaining optimal ice thickness, LevelICE helps reduce the load on rink compressors, leading to lower energy usage and more efficient refrigeration system performance.</p> <p>Certifying Agencies and Standards: While Zamboni products are designed with sustainability in mind, specific environmental certifications (such as Energy Star or LEED product designation) are not typically applied to industrial equipment like ice resurfacers. However, Zamboni aligns with relevant EPA guidelines, CARB (California Air Resources Board) compliance for emissions on combustion-powered models, and promotes battery-electric solutions that contribute to reduced greenhouse gas emissions.</p> <p>Zamboni is committed to continuing the evolution of environmentally conscious solutions that help ice rink operators reduce operational costs and environmental impact while maintaining superior ice quality.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>At this time other than the chargers that our electric machines are using that meet very strict standards/California energy standards, we are not aware of any other 3rd party eco labels being assigned to our machines or their components.</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>Key differentiators include:</p> <p>Proven Quality and Longevity: The Zamboni brand is trusted by the most prominent professional, collegiate, and community rinks worldwide. Our machines are built to last, with many units operating effectively for decades.</p> <p>Electric Innovation: We were early adopters of electric technology in the industry and continue to lead with our 552AC and Model 650 lithium-ion and lead-acid battery options. These environmentally friendly machines help facilities reduce emissions and operating costs while increasing efficiency.</p> <p>Factory-Direct Support and Service: Zamboni provides direct access to factory-trained support teams, parts, and technical resources. We also have a strong network of regional dealers and service partners to ensure timely and localized service.</p> <p>Customization and Application Fit: Our product range includes multiple models and options to suit various rink sizes, facility needs, and budgets. We work closely with customers to tailor configurations that align with their unique operational goals.</p> <p>Made in the USA and Canada: Our machines are proudly built in Paramount, CA, and Brantford, Ontario supporting American and Canadian manufacturing and quality control.</p> <p>Safety and Training Resources: Zamboni offers comprehensive operator training, manuals, and ongoing customer education, helping facilities ensure safe and efficient machine use.</p> <p>For Sourcewell participating entities, this means access to competitively bid pricing on premium-quality equipment, backed by a trusted manufacturer with decades of experience and a commitment to innovation, sustainability, and customer service.</p>

46	Describe how your proposed equipment, products, or services impact the indoor air quality of an ice rink or arena.	<p>Key ways Zamboni equipment supports better indoor air quality include:</p> <p>Zero Emissions at Point of Use: Our electric models do not produce any combustion-related exhaust gases, significantly reducing the exposure risk to facility staff, athletes, and spectators.</p> <p>Quiet Operation: Reduced noise levels contribute to a healthier and more comfortable environment, particularly for enclosed rinks or facilities with sensitive populations such as schools or community centers.</p> <p>Advanced Battery Technology: Our lithium-ion options offer longer run times and quicker charging, minimizing downtime and maximizing operational efficiency—all while maintaining a clean air environment.</p> <p>Compliance with Air Quality Standards: Electric Zamboni machines help facilities meet or exceed local, state, and federal indoor air quality regulations, and reduce the need for costly ventilation or air monitoring systems that are often required with ICE machines.</p> <p>Sustainability: Our electric machines align with green building initiatives and sustainability goals, supporting LEED certification efforts and community environmental commitments.</p>
47	Describe how your proposed equipment, products, or services comply with any applicable environmental regulations.	<p>Zero-Emission Electric Models: Our battery-powered machines, including the Zamboni Model 552AC and Model 650 (available with lead-acid or lithium-ion battery systems), produce no harmful exhaust emissions during operation. This ensures compliance with indoor air quality standards and helps facilities meet regulations set by agencies such as the U.S. Environmental Protection Agency (EPA), California Air Resources Board (CARB), and Occupational Safety and Health Administration (OSHA).</p> <p>Battery Safety and Disposal: Our lithium-ion battery systems comply with all applicable transportation and safety standards, including UN38.3 certification for safe shipping. Zamboni also provides guidance for proper battery maintenance, recycling, and disposal in accordance with EPA and local environmental agency regulations.</p> <p>Manufacturing Compliance: Our factory in Paramount, California, operates in accordance with all relevant local and state environmental laws regarding air quality, hazardous materials handling, and waste disposal. We continuously evaluate and improve our production processes to reduce environmental impact.</p> <p>Sustainable Operations Support: By offering electric solutions, we help facilities reduce reliance on fossil fuels, lower carbon footprints, and avoid the regulatory challenges and ventilation requirements associated with internal combustion equipment.</p> <p>Zamboni's electric resurfacing machines provide a long-term, compliant, and environmentally responsible solution for ice rink operators, aligning with the sustainability goals and operational safety requirements of Sourcewell participating entities.</p>

48	Describe your product attributes and advancements regarding product safety, longevity and lifecycle costs.	<p>Zamboni machines are designed and built with a focus on safety, durability, and total cost of ownership—attributes that have made the Zamboni name synonymous with quality and reliability in the ice resurfacing industry for over 76 years.</p> <p>Zamboni prioritizes operator and facility safety through built-in safety features and robust training resources:</p> <p>Operator Safety Systems: Our machines are equipped with safety interlocks, seat switches, and clear operator controls to prevent unintended movement or unsafe operation.</p> <p>Battery Safety: Our lithium-ion battery systems meet global safety standards, with integrated battery management systems (BMS) to monitor performance, temperature, and charging cycles.</p> <p>Training & Documentation: Comprehensive operator manuals, safety decals, and training programs help ensure best practices are followed during operation and maintenance.</p> <p>Longevity Zamboni machines are known for their long service life and reliability in demanding environments:</p> <p>Built to Last: Many Zamboni models remain in service for 20–30+ years with proper maintenance</p> <p>Zamboni equipment delivers long-term value through operational efficiency, lower maintenance needs, and reduced energy costs:</p> <p>Electric Efficiency: Our battery-powered machines (Model 552AC, Model 650) offer significant cost savings on fuel and ventilation, while reducing downtime related to emissions testing and exhaust maintenance.</p> <p>Parts and Service Accessibility: Zamboni maintains a wide inventory of parts and offers long-term support for even legacy models, minimizing downtime and replacement costs.</p> <p>Total Cost of Ownership : While our machines represent a premium initial investment, their reliability, energy efficiency, and reduced maintenance needs result in one of the lowest TCOs in the industry.</p> <p>Zamboni continues to lead the industry with innovations that enhance safety, extend machine life, and reduce lifecycle costs</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	<p>At this time, the Zamboni Company does not currently hold any formal WMBE, SBE, or veteran-owned business certifications, nor do we have documented HUB partners with those designations to our knowledge. However, we are an Equal Opportunity Employer and maintain a strong internal culture of inclusion, teamwork, and mutual respect across our organization.</p> <p>We value diversity within our workforce and among our partners and remain open to future opportunities to engage with certified small, minority-owned, and veteran-owned businesses within our supply chain and dealer network.</p> <p>Zamboni operates with a tight-knit, cross-functional team that works collaboratively to deliver consistent, high-quality solutions to the ice arena industry. Our commitment to fairness, integrity, and long-term partnerships is reflected in how we serve our customers and support our internal team.</p> <p>A list of authorized Zamboni dealers and service partners is available upon request, and we are happy to provide further documentation as needed.</p>
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	See #49
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	See #49
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	See #49
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	See #49
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	See #49
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	See #49
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	See #49
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	See #49

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.	<p>For Sourcwell participating entities, the Zamboni Company does not require a deposit. Payment is due Net 30 days from the date of invoice.</p> <p>We accept wire transfers and checks as preferred methods of payment. If alternative arrangements are required, we are happy to discuss accommodations to meet the needs of participating entities.</p>

59	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Zamboni does not offer in-house financing or leasing programs. However, we are familiar with Sourcewell's partnership with NCL Government Capital, which provides flexible financing solutions to educational and governmental entities purchasing through the Sourcewell contract.</p> <p>Additionally, Zamboni maintains relationships with several reputable financial institutions and banks that we can refer customers to upon request. We are happy to assist Sourcewell participating entities in exploring third-party financing options that best meet their budgetary needs and procurement processes.</p> <p>Our goal is to support customers in finding the most effective and efficient path to acquiring the equipment they need.</p>	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Zamboni utilizes a standard sales agreement or purchase acknowledgment for each transaction, which outlines all key terms related to the order, including:</p> <p>Detailed product specifications of the machine being ordered</p> <p>Applicable Sourcewell contract pricing and discounts</p> <p>Transportation costs, if applicable</p> <p>Estimated delivery timeline</p> <p>Payment terms and conditions</p> <p>For transactions under the Sourcewell contract, we do not require a deposit at the time of order. Instead, the payment terms are modified to align with Sourcewell purchasing expectations.</p> <p>Typical Standard Terms (non-Sourcewell):</p> <p>\$25,000.00 deposit with order</p> <p>Balance due Net 30 days from date of shipment</p> <p>Shipment estimated at 400 days or sooner from receipt of order</p> <p>Pricing is firm for 30 days from quotation</p> <p>Pricing excludes any applicable sales tax</p> <p>For Sourcewell transactions, the modified terms are as follows:</p> <p>No deposit required</p> <p>Net 30 days from date of invoice</p> <p>Other terms remain consistent, with Sourcewell pricing and compliance clearly documented in the order</p> <p>We will upload a template copy of our standard purchase agreement upon request or as part of the proposal submission. We do not currently use a formal Service Level Agreement, but all equipment is backed by Zamboni's standard product warranty and long-term support commitment.</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?	At this time we do not accept P-Card Payments.	*

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>Zamboni uses a line-item pricing model for all proposals, allowing each customer to customize their ice resurfacing machine based on specific facility needs and budget. This approach gives Sourcewell participating entities transparency and flexibility in the selection of models, options, and accessories.</p> <p>Each proposal includes:</p> <p>A detailed line-item breakdown of the base unit and all available options or upgrades</p> <p>Applicable freight/transportation costs, if relevant</p> <p>Sourcewell contract discount clearly noted in the proposal</p> <p>We provide Sourcewell participating entities with our official rate card (list pricing) and apply the maximum allowable discount through the Sourcewell contract, ensuring that members receive our most competitive pricing available.</p> <p>Key Pricing Details:</p> <p>Proposals reflect customized configurations based on customer input</p> <p>Each line item includes a corresponding SKU or part number, where applicable</p> <p>The final Sourcewell discounted price is clearly shown at the bottom of each proposal</p> <p>No deposit is required for Sourcewell transactions; terms are Net 30 from date of invoice</p> <p>Upload of Pricing Documents: Our current rate card and a sample proposal reflecting Sourcewell discounts and SKUs will be uploaded in the pricing materials section of our response. These documents illustrate how our pricing is structured and how discounts are applied under the Sourcewell agreement.</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.	Zamboni is offering a 3% discount off the standard list price, as detailed in the pricing rate card submitted with our proposal. This discount applies to all items included in the pricing file and is presented in U.S. Dollars.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	At this time Zamboni does not offer a quantity discount, volume discount or rebate program.	*
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.	Zamboni does not offer machines or optional features "at cost" or "cost plus percentage" basis.	*

66	<p>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>	<p>Elements of Total Cost of Acquisition Not Included in Submitted Pricing</p> <p>The following elements are not included in the pricing submitted with our response:</p> <p>Freight/Transportation Costs: These are excluded from the submitted pricing due to their variability. Costs depend on factors such as:</p> <p>Delivery location</p> <p>Fuel prices</p> <p>Carrier availability</p> <p>Market conditions at time of shipment</p> <p>Because Zamboni machines typically require approximately 12 months from order to delivery, we provide an estimated freight cost during the order process. However, we inform customers that this cost may change before delivery.</p> <p>Extensive Training (If Required): While basic operational training is often included, extensive or customized training—including multi-day instruction, large group sessions, or off-site training—is available at an additional cost. These charges vary based on:</p> <p>Timing and scheduling</p> <p>Location of training</p> <p>Number of attendees</p> <p>All additional services, including freight and training, are managed by Zamboni personnel or authorized distributor/dealer partners, depending on the specific circumstances of the order and customer location.</p>	*
67	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Freight, Shipping, and Delivery Program</p> <p>Freight, delivery, and shipping are additional costs not included in the base pricing submitted. Zamboni provides an estimated transportation cost in initial client proposals based on historical rates; this estimate is clearly marked as “subject to change at time of shipping” due to fluctuating market conditions (fuel costs, carrier availability, delivery location, etc.).</p> <p>Zamboni does not transport machines directly. When a unit is ready to ship, we obtain current quotes from third-party freight carriers to secure the most competitive and reliable transport option. Machines are properly secured and shipped via enclosed trailer.</p> <p>Delivery procedures vary slightly depending on the structure of the sale:</p> <p>Direct-to-Customer Sales: The machine is shipped directly to the end-user facility.</p> <p>Sales through Dealer/Distributor: The machine may first be shipped to an authorized Zamboni dealer or distributor for a machine “check-in,” inspection, and pre-delivery preparation. After this, final delivery is arranged to the end-user location.</p> <p>Delivery Requirements: Unloading of the Zamboni machine requires one of the following:</p> <p>A loading dock compatible with trailer height, or</p> <p>A tiltbed tow truck capable of safely offloading the machine</p> <p>All freight coordination, whether direct or through a distributor, is managed by Zamboni personnel to ensure safe and timely delivery.</p>	*

68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Freight, Shipping, and Delivery Terms for Alaska, Hawaii, Canada, and Offshore Locations</p> <p>Hawaii: At this time, there are no Sourcewell-qualified ice rink facilities in Hawaii. Therefore, no specific freight or delivery program is currently offered for this region.</p> <p>Alaska: Deliveries to Alaska are managed in coordination with our authorized dealer and distributor, Kendrick Equipment. Kendrick provides both freight coordination and local service support, ensuring machines are delivered safely and efficiently to end-user locations within Alaska.</p> <p>Canada: All Canadian shipments are handled either by:</p> <p>Zamboni's Canadian Factory in Brantford, Ontario, or</p> <p>One of our authorized Canadian dealer/distributor partners These partners coordinate all aspects of freight, delivery, customs documentation, and machine setup or inspection. This ensures compliance with Canadian regulations and alignment with local delivery standards.</p> <p>Offshore Deliveries (Non-Continental U.S. or International): Offshore shipments outside of Canada and Alaska are evaluated on a case-by-case basis. Where applicable, authorized distributors or the Zamboni team will coordinate ocean or air freight, customs, and delivery logistics to ensure proper execution.</p>
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Due to the size and weight of Zamboni machines, unique distribution and delivery methods may be required in certain situations. These are typically handled on a case-by-case basis and are highly dependent on the specific needs of the customer and the logistics of the delivery location.</p> <p>Examples of unique delivery scenarios include:</p> <p>Craning equipment to rooftop ice arenas</p> <p>Accessing remote or restricted locations</p> <p>Coordinating with facility construction schedules or site constraints</p> <p>In such cases, Zamboni works closely with the customer and third-party logistics providers to evaluate feasibility, timing, and cost implications. These specialized services are not included in standard pricing and would be quoted separately based on the complexity and resources required.</p> <p>We emphasize early coordination and planning to ensure all parties are aligned and delivery is executed safely and efficiently.</p>

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>Zamboni employs an internal self-audit process to ensure full compliance with our Sourcewell agreement, including proper pricing for Sourcewell participating entities.</p> <p>Key components of this process include:</p> <p>Production Schedule Tracking: All Sourcewell-affiliated sales are recorded in our internal production schedule, which includes:</p> <p>The participating entity's name and location</p> <p>The associated Sourcewell contract number</p> <p>A designated line item noting the Sourcewell discount applied</p> <p>Monthly Internal Reviews: Our team conducts monthly reviews of the production schedule to ensure the correct application of contract terms and pricing for each participating entity.</p> <p>Quarterly Reporting: We submit quarterly reports to Sourcewell to provide full transparency on contract activity, including sales data and discounts applied under the agreement.</p> <p>This process allows us to verify that Sourcewell members receive the correct pricing and helps us maintain contract compliance throughout the term of the agreement.</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>If awarded a Sourcewell agreement, Zamboni will track several internal metrics to evaluate the effectiveness and success of the partnership. These include:</p> <p>Number of Sourcewell-Facilitated Sales: We will monitor the total number of transactions completed under the Sourcewell contract to measure adoption and market penetration.</p> <p>Customer Cost Savings: Tracking the total dollar value of discounts provided through the Sourcewell contract helps us demonstrate value delivered to participating entities.</p> <p>Bid Process Time Saved: A key success metric is the reduction in time and resources spent preparing individual bid responses. By leveraging the cooperative purchasing model, we and our customers save significant administrative time, allowing us to focus more on service and support.</p> <p>Customer Satisfaction and Repeat Usage: We will measure how often customers return to use the Sourcewell contract for future purchases—an indicator of ease, satisfaction, and trust in the process.</p> <p>Win Rate for Public Sector Opportunities: We will track our win rate for public sector projects when Sourcewell is utilized versus traditional bid processes to quantify the competitive advantage the contract provides.</p> <p>Ultimately, success is reflected not only in Zamboni securing more business, but also in helping our customers save time and money—two of the most valuable resources in today's environment.</p>	*

72	<p>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.</p>	<p>Under our current agreement with Sourcewell, Zamboni pays a 1.5% administrative fee on all completed transactions made by Sourcewell Participating Entities utilizing this contract. We propose to continue this 1.5% administrative fee structure for the new contract term.</p> <p>This fee is remitted on a quarterly basis, calculated as a percentage of the total purchase price of each completed transaction during the reporting period, as defined in the agreement.</p> <p>Zamboni remains committed to expanding awareness and utilization of the Sourcewell contract by:</p> <p>Educating qualified public agencies and facilities about the benefits of cooperative purchasing</p> <p>Simplifying the procurement process by satisfying competitive bidding requirements</p> <p>Offering transparent pricing and a consistent discount structure for all qualified users</p> <p>We anticipate continued growth in participation as customers recognize both the operational and financial benefits of purchasing through the Sourcewell agreement.</p>	*
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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.	<p>The pricing offered by Zamboni under the Sourcewell contract reflects our lowest standard rate card, which serves as the foundation for all pricing. Sourcewell participating entities receive an additional 3% discount off this already competitive pricing, ensuring they receive the best possible pricing available on Zamboni products.</p> <p>This structure guarantees that Sourcewell clients benefit from:</p> <p>Exclusive pricing not available through other channels</p> <p>Transparent, bottom-line discounts</p> <p>Consistent pricing nationwide, regardless of purchasing volume or location</p> <p>This makes the Sourcewell contract the most cost-effective and streamlined way to purchase a Zamboni machine.</p>	*

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

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Zamboni offers a comprehensive lineup of ice resurfacing equipment and ice maintenance solutions designed to meet the needs of facilities of all sizes—from small community rinks to Olympic-level venues. The solutions outlined below are included in our proposal and available to Sourcewell participating entities:</p> <p>1. Ice Resurfacing Machines</p> <p>Model 100 & Model 200 (Tractor-Pulled) Compact, tractor-towed resurfacers ideal for smaller rinks or facilities with limited space. These models provide efficient ice resurfacing using a pull-behind system.</p> <p>Model 446 (Fuel-Powered) A rugged, reliable mid-size resurfacer powered by an internal combustion engine. A popular choice for busy rinks seeking traditional fuel-powered operation.</p> <p>Model 450 (Electric) A fully electric version of the 446, offering quiet, zero-emissions performance. Ideal for indoor facilities seeking sustainability and operational efficiency.</p> <p>Model 546 (Fuel-Powered, USA-Made) Built with a Kubota engine, this heavy-duty resurfacer is manufactured in the United States and offers power, durability, and ease of maintenance.</p> <p>Model 552 (Electric – Lithium-Ion or Lead-Acid, USA-Made) One of Zamboni's most popular models, the 552 delivers cutting-edge electric performance. Available with Lithium-Ion or Lead-Acid battery options, this model is produced in our Paramount, California facility and supports sustainability initiatives without sacrificing performance.</p> <p>Model 526 (Fuel-Powered, Canada-Made) Equipped with a Mitsubishi engine, the 526 is manufactured in Canada and offers excellent performance for a variety of rink sizes.</p> <p>Model 650 (Electric, Canada-Made) A Canadian-manufactured electric machine that blends high performance with zero-emission benefits, perfect for environmentally-conscious arenas.</p> <p>Model 700 (Large-Scale Outdoor Use) The largest machine Zamboni manufactures, designed specifically for large outdoor rinks, such as speed skating ovals or long-track facilities. It delivers maximum ice coverage with each pass.</p> <p>2. Ice Edgers</p> <p>Zamboni also manufactures ice edgers, essential for maintaining ice buildup along rink boards and in corners:</p> <p>Electric Ice Edger A clean and quiet option for facilities looking to reduce emissions and noise.</p> <p>Fuel-Powered Ice Edger Provides strong, consistent performance for traditional users.</p> <p>Summary</p> <p>Zamboni delivers everything needed to create and maintain premium-quality ice, from compact resurfacers to large-scale electric machines, along with specialized tools like ice edgers. Our solutions are designed for durability, ease of use, sustainability, and peak performance, backed by decades of trusted industry leadership.</p>	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Ice Rink and Arena Equipment with Related Supplies and Services - Is the perfect name to classify Zamboni. Heavy Equipment/Machinery might also be a category.	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Ice resurfacers and edgers including fuel, electric or other power source	<input checked="" type="radio"/> Yes <input type="radio"/> No	Depending on arena requirements needs.	*
77	Dasher boards and rink dividers	<input type="radio"/> Yes <input checked="" type="radio"/> No	Zamboni works closely in the industry with other sourcewell contract holders like Athletica and happy to refer clients to them when applicable.	*
78	Ice rink and arena equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ice resurfacers, edgers, and parts.	*
79	Ice rink and arena structural or mechanical equipment and systems, such as refrigeration, ice water treatment, floors, dehumidification, and HVAC	<input type="radio"/> Yes <input checked="" type="radio"/> No	Same as question 77 we work in a small industry and are happy to refer when applicable.	*
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 type="radio"/> Yes <input checked="" type="radio"/> No	We do not do any of those examples in the ice arena space.	*

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Master Quote Spreadsheets 2025 Final.xlsx - Tuesday July 01, 2025 11:54:54
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Zamboni Sourcewell marketing graphics.jpg - Friday July 11, 2025 12:35:39
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Ask-the-Zamboni-Experts-podcast31-sourcewell.jpg - Friday July 11, 2025 12:38:37

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. - Logan Wescott, Regional Sales Manager, Zamboni

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