

**Solicitation Number: 120320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Zamboni Company USA, Inc., for itself and for affiliate, Frank J. Zamboni & Co. Inc., 15714 Colorado Ave., Paramount, CA 90723 (collectively Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Ice Rink and Arena Equipment with Related Supplies and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

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

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Zamboni Company USA, Inc., for itself and affiliate, Frank J. Zamboni & Co. Inc. (collectively Vendor)

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 1/6/2021 | 1:42 PM CST

DocuSigned by:
Doug Peters
8F993CFC0A14412...
By: _____
Doug Peters
Title: Regional Sales Manager
Date: 1/6/2021 | 12:33 PM PST

Approved:
DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 1/6/2021 | 2:40 PM CST

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

Vendor Details

Company Name: Zamboni Company USA, Inc
Does your company conduct business under any other name? If yes, please state: Frank J Zamboni & Co Inc
Address: 15714 Colorado Ave
Paramount, CA 90723
Contact: Doug Peters
Email: doug@zamboni.com
Phone: 562-633-0751 111
Fax: 562-633-9365
HST#: 95-2982566

Submission Details

Created On: Monday November 23, 2020 10:55:38
Submitted On: Wednesday December 02, 2020 14:28:18
Submitted By: Doug Peters
Email: doug@zamboni.com
Transaction #: f60a80f1-c821-4caf-ae11-2c818fb8f888
Submitter's IP Address: 47.6.94.9

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Zamboni Company USA, Inc Frank J. Zamboni & Co. Inc.
2	Proposer Address:	15714 Colorado Ave Paramount CA 90723
3	Proposer website address:	www.zamboni.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Doug Peters Regional Sales Manager 15714 Colorado Ave Paramount CA 90723 800-926-2664 x 111 562-205-8418
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Doug Peters Regional Sales Manager 15714 Colorado Ave Paramount CA 90723 800-926-2664 x 111 562-205-8418
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Zamboni brand ice resurfacers were the first ice resurfacing machine introduced to the ice arena marketplace. We have been in business for over 70 years and continue to lead the ice resurfacing marketplace in machines sold, innovation and introducing new features and technology to our industry.</p> <p>Our founder Frank Zamboni owned and operated ice rinks that are still in operation today. He understood that the principal product that he was selling was a sheet of ice.</p> <p>He also understood that in order to keep the guests coming back that he was going to need it to be a smooth and attractive sheet of ice.</p> <p>In order to provide this Frank began to tinker around to try to develop a machine that would shave the ice surface, wash it, pick up the shavings and lay down water to provide that attractive finished sheet of ice that the skaters desired.</p> <p>With this Frank developed the world's first ice resurfer.</p> <p>Now over 70 years later the Company that he founded still produces each machine by hand, individually for each customer.</p> <p>We serve a small marketplace and as such work hard to secure each order as well as provide each and every customer with the customer service they have grown to expect since the formation of the company and first machine was sold.</p> <p>We support industry organizations such as MIAMA, WIAMA, NEISMA, NRPA, ISI, IAVM, USIRA that cater to our industry.</p> <p>We work with them to provide educational information as well as participate in their conferences so that our customers know how to safely operate and maintain our machines for the longest possible life of the equipment.</p>

8	What are your company's expectations in the event of an award?	In the event that we are again awarded a contract with Sourcewell, it would be our goal to continue to grow our sales numbers through the contract. We are continually educating our customers on the benefit the Sourcewell advantage. We are extremely excited about the fact that we have secured 7 orders this year under the Sourcewell contract in Canada that will be shipping in 2021. We also have the expectation of another 6 Canadian orders in the first quarter of 2021 . If we are awarded another contract we only expect this number to grow as our Canadian customers learn the benefits of Sourcewell. A few of our Canadian dealers have additional experience with the Sourcewell process as they have other lines that they sell that also have a Sourcewell contract.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We are a privately held company that does not release its financial details. For over 70 years of operation we have had open lines of credit with such companies as Dana Corp, ITT Jabsco, VW of America, Sundstrand and Vickers. Our Dunn & Bradstreet # is 008501066	*
10	What is your US market share for the solutions that you are proposing?	The Zamboni Company is the dominant producer of ice resurfacers exceeding 85% of the marketplace in the USA	*
11	What is your Canadian market share for the solutions that you are proposing?	The Zamboni Company is the dominant producer of ice resurfacers exceeding 75% of the marketplace in Canada	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Zamboni Company USA is the world renowned manufacturer of Zamboni ice resurfacers, ice edgers with related options and features for both. In addition to our Paramount CA plant we also have manufacturing facilities in Brantford Ontario Canada and Osterfarnebo Sweden. We also recently acquired our dealer for the Province of Quebec. We have a dealer network throughout the USA, Canada and the world to both sell and service our customers. Each dealer is independently owned and operated with no financial ties to the Zamboni Company. Our dealers are educated on the Sourcewell contract as well as some of them having attended regional get to know Sourcewell meetings when they were able to be held. Our dealers provide parts and service to our customers and in some cases direct sales of new machines.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	To our knowledge other than a standard business licenses which we have for each of our locations there are no other certifications required to produce and sell our machines. We are in the process and hope to be ISO certified at our Canadian plant within the next 3 months	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Our founder Frank and his son Richard have been inducted into numerous HOF's which includes the USHOF and the National Inventors HOF. Frank was also awarded an honorary doctorate from Clarkson University. Our industry is not large enough that companies are typically recognized for their efforts. Many of our staff have received individual awards for their efforts within organizations that are specific to our industry.
17	What percentage of your sales are to the governmental sector in the past three years	This percentage will vary from month to month and year to year depending on the customers needs for new equipment. We would estimate that it could be as high as 65% or as low as 30% in any given month.
18	What percentage of your sales are to the education sector in the past three years	As this is a smaller segment of our industry in that there are not as many Schools or Colleges that have their own ice rink we would estimate that this would likely be less than 10% annually
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The only co-op contract that we hold at this time is with Sourcewell. In the last 3 years we are just under \$15 million dollars in sales under our Sourcewell contract.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of St Louis Park	Jason Eisold	952-924-2547
Glenview Ice Center	Jim Weides	847-724-2800
City of Crookston	Scott Riopelle	218-281-1242

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Ramsey County Parks and Recreation	Government	Minnesota - MN	Ice Resurfacers	4	\$521,617.50
City of St Louis Park	Government	Minnesota - MN	Ice Resurfacers	2	\$320,798.40
Community First Champion Center	Government	Wisconsin - WI	Ice Resurfacers	2	\$283,125.40
City of Fergus Falls	Government	Minnesota - MN	Ice Resurfacers	2	\$262,928.20
City of Crookston	Government	Minnesota - MN	Ice Resurfacers	2	\$264,519.00

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	In the USA we have a dealer in NJ who handles portions of NY, PA, CT and all of Washington DC, DE, MD, NJ, & VA (3 sales people) We have another dealer in FL who handles AL, AR, FL, GA, LA, MS, NC, SC and TN (2 sales people). The balance of the USA is handled out of the Paramount CA headquarters (2 sales people). In Canada we have dealers in all Provinces with the exception of Saskatchewan and Manitoba. Both are handled by one dealer headquartered in Manitoba with a sales and service office in Saskatchewan. Each one of these dealers has at least 2 dedicated sales people to handle our line of machines. Our plant in Brantford Ontario handles the Ontario marketplace (3 sales people) While we purchased our dealer in Quebec we did not change the structure of the operation there. They continue to offer sales and service with oversight from our Brantford facility.
24	Dealer network or other distribution methods.	Sales of our products is handled through the dealer network as described in Line Item 23. Where we do not have a dealer handling a particular State in the USA we handle the sales directly from Paramount CA. In Canada our operation in Brantford Ontario handles the Province of Ontario with the dealers handling the balance of the provinces as described.
25	Service force.	In the USA we have factory authorized service locations in Somerset WI, Kalamazoo MI, Huntington MA, West Concord MA, and Flanders NJ in addition to the dealers in those areas. We will often source fork lift repair companies to work with if we have a customer that is in a remote location who needs service. As many of our customers are in smaller remote cities it is not practical to have a dealer for each and every State.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer service is provided by any of our team members within their territory as well as out of our Paramount CA location. In Canada each dealer takes care of their Province and can also be assisted by our plant in Brantford or dealership in Quebec. We understand the business of ice as Frank was a rink owner and the family still owns rinks so we no how critical it is to get our machines back in operation when they have an issue. In most cases we are able to get our customers back up and operational in no more than 24 hours.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are willing and able to sell and service our machines in all 50 US States. As long as the customer is eligible to purchase a machine under the Sourcewell contract we are more than happy to sell it under the Sourcewell contract.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and able to sell and service our machines in Canada wherever the Sourcewell contract is accepted. As stated previously we have several of our Canadian dealers who were already familiar with the process as they handle additional lines that have Sourcewell contract pricing.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas in either the USA or Canada that we would not be interested in selling to provided they can accept and purchase under the Sourcewell contract or a related affiliate.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no government, educational facilities, or not for profits that we would not sell to.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We know of no restrictions in Hawaii other than there is only 1 rink and it is a private operation. In Alaska we have no issues as we have sold several machines already and have another booked already for 2021.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We prominently display the Sourcewell Awarded Contract on our Company profile page with links to the Sourcewell website.</p> <p>When displaying at trade shows we use Sourcewell supplied marketing materials to promote the fact that we have been awarded a Sourcewell Contract.</p> <p>We have made specific posts to social media sites advising our customers about our Sourcewell Awarded Contract.</p> <p>We have recorded an episode for our Ask the Zamboni Experts podcast series with staff from Sourcewell to further educate our customers about the ease of utilizing Sourcewell for the purchase of our machines.</p> <p>We have participated in Webinars in Canada that talk about the Sourcewell Contract and how they can utilize it to streamline the purchase process.</p> <p>We continue to search out ways to work with Sourcewell to promote the use of our contract to benefit our customers, ourselves and Sourcewell.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We introduced to the marketplace this year our podcast Ask the Zamboni Experts. It is a mix of episodes that touch on available features or operation of our machines to discussions with industry leaders.</p> <p>Mixed in to this to keep some of them entertaining and to try to lighten the mood in the world we live in today are episodes that include Dave Hanson of the movie Slapshot, Kenny Albert renowned sports play by play announcer and former NHL players Reed Larson, Dennis Hextall and Henry Boucha.</p> <p>We also utilize Facebook, Twitter, LinkedIn, Instagram and YouTube.</p> <p>We have made a concerted effort in the last 12-18 months to produce videos on maintenance tips and options information.</p> <p>We are also making available all of our manuals and parts lists for our machines through our website.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We are hopeful that we will be successful in our bid for our third Sourcewell Contract.</p> <p>Since we are somewhat experienced in working with the people at Sourcewell we would hope that we could continue to get their assistance in letting our potential customers know that we have been awarded a Sourcewell Contract.</p> <p>As new means of technology become available to all of us we would look to Sourcewell to guide us along with their continually updated tools to get our name in front of our potential customers.</p> <p>We would continue to lead our sales approach with letting customers know that we have a Sourcewell Contract that can simplify their purchasing process.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We are not fully integrated into an e-procurement process at this time.</p> <p>Given the current conditions of the world we are looking to do more and more things electronically provided that it improves efficiencies and is cost effective.</p> <p>We will continue to monitor these types of services and make the changes when the make sense to us as a company.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>The Zamboni Company continues to innovate by using current technology to provide tools for our customers to learn about proper operation and maintenance. These videos are available through our website to all of our machine owners.</p> <p>We are constantly searching for new topics that will benefit our customers to better operate our machines and to aid in longer life of the equipment.</p> <p>On site training is provided, the cost will be determined by the scope and required time on site.</p> <p>For machines located within a distributor territory a 4 hour version of this training would be provided at NC.</p> <p>If a longer or more extensive session is required costs would be negotiated.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Zamboni built a custom web and mobile application called Zamboni Connect. It delivers data from sensors on the machines to any mobile or connected device. The Zamboni Connect System allows users to monitor consumption of resources and operator/machine performance as well as providing insight used for predictive maintenance.</p> <p>Zamboni has made all of its operating instructions, parts lists, safety information, training and tip videos and related materials available online at no cost for the customers. Create a simple login and download materials any time, from any mobile or wired device.</p> <p>We are using our podcasts and social media to provide customers with timely and important product information, safety updates and content designed to ensure the safe and proper operation of their Zamboni equipment and ultimately to deliver a better user experience.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>The Zamboni Company was the first to the marketplace with an electric ice resurfacer that was used in the 1960 Olympic Games in Squaw Valley CA. This innovation and green initiative continued with the first mass produced electric ice resurfacer (Zamboni 550) brought to the market in the 1980's.</p> <p>The Zamboni 552 was introduced in 1990 as the first electric ice resurfacer capable of handling a typical community rink schedule.</p> <p>Now over 30 years later we continue to innovate by having the first OEM Lithium Ion battery powered machine on the market with our Zamboni 450 as well as the LI package being available in the Zamboni 552. We also market our Fast Ice System which is a computer controlled water delivery system that controls the amount of water being applied to the surface to help reduce refrigeration costs.</p> <p>We also have available the Level Ice system which helps to control the the thickness, again reducing refrigeration costs.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	At this time other than the chargers that we are using along with our battery powered machines that meet the stringent California energy standards we are not aware of any other third party eco labels being assigned to our machines or their components.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None at this time.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>The Zamboni Company is the original ice resurfacer to the ice rink industry. First to market and we are continually striving to find ways to enhance the product for our customers, whether it be with design changes, new features or functions or educational information to make it a better experience for our customers with our machines.</p> <p>Through our past Sourcewell contracts we have been able to streamline the purchase process for our customers and provide them with value pricing.</p> <p>We hope to be able to continue to do this with another contract as well as expand this innovative purchasing process through more sales into the Canadian marketplace.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	A copy of our Standard Warranty will be included in the document upload section of this RFP. Labor is not a typical component of our warranty. We refer to it as a common sense warranty. We are not going to cover labor for a burnt out headlight but will cover labor in most cases for major components on the machine.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our standard warranty period is 2 years or 2000 hours.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	If the repair is covered under warranty these costs would be a part of that warranty as well.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	If the distance is too far to send one of our team members we will work with the customer to reimburse them for labor time or find an outside source that is agreeable to both sides. Ultimately it is the goal of Zamboni to get any problems resolved as expeditiously as possible.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For simplicity reasons for our customers we in most cases will deal with our suppliers on warranty issues. There are some cases where our supplier will address a situation but we are kept in the loop from start to finish.
47	What are your proposed exchange and return programs and policies?	If there is a defective part the component is issued an RMA # and the customer returns the part to us. This starts a record of the component from start to finish of the return and credit if issued. The part in question is sent to our supplier and once a determination has been made as to the cause of the failure the situation is brought to a resolution with the customer.
48	Describe any service contract options for the items included in your proposal.	Service contracts may be available from our dealers but it is not something that we offer directly.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Our standard payment terms on Municipal, Educational or Not for Profits is Net 30 days from the date of the invoice.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	We do not offer leasing in house but have been very successful with offering a lease option through NCL Government Capital which also has a Sourcewell Contract. The synergy is helpful as the customer can work with both of us using Sourcewell Contracts	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Having a Sourcewell Contract has really simplified the purchase process for our customers for the past 8 years.</p> <p>We send out a proposal to the prospective customer and they advise what options they do or do not want on their machine. We revise the proposal to the spec that they want the machine to be, add a line item for the Sourcewell discount, add a line item for a trade in if they have one, a line item for freight and provide a total. They are then able to issue their P.O. or some sort of order confirmation and the process is complete.</p> <p>We utilize our production schedule to double and triple check when doing our sales report to Sourcewell.</p> <p>As we are not selling thousands of machines yearly the process is very reliable to make sure that we report all sales purchased under the Sourcewell contract.</p> <p>We have a process worked out with our dealers where we submit all of the sales information to Sourcewell so that nothing is left to chance.</p> <p>We actively work with them to make sure that they understand the benefits and the ease of the sale process when using the Sourcewell Contract.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	At this time we do not accept P-Card payment process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Enclosed with our proposal is an Excel file that has individual spreadsheets for each of our models being proposed as well as accessories that we produce or offer for sale. We offer a 3% discount on all machines, options and accessories to any prospective Sourcewell customer. All pricing is in US \$\$
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are proposing a minimum 3% discount off of the list price that is submitted in our pricing file. All pricing is in US\$\$
55	Describe any quantity or volume discounts or rebate programs that you offer.	At this time we do not offer quantity discounts, volume discounts or a rebate program.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We do not offer our machines or the options at a "at cost" or cost plus percentage basis.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight is an additional cost that is not included in our pricing as it will vary depending on where the customer is located, the type of machine being shipped as well as the prevailing shipping costs at the time of the shipment of the machine. Basic training on the machine is provided if requested at no additional cost to the customer. If more extensive training is requested a price would be negotiated based on the location and timing. All of this would be done by Zamboni personnel or one of our distributors/dealers.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	A quote from a carrier is obtained when the proposal is provided to the customer. We secure the machine in a trailer and the machine is shipped to the customer if the sale is not through a dealer. In some cases it goes to one of our service providers who would then arrange final delivery to the customer. If the customer requests an onsite review of the machine this is offered at no charge subject to being able to coordinate a visit that works for both parties.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	At this time there are no ice rinks that qualify for the Sourcewell program in Hawaii. For Alaska we utilize Lynden Freight as they are the primary resource for shipments into Alaska. For Canada all shipments would be handled the the dealer for the province who would arrange for final delivery to the customer.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Something of this nature would be entirely dependent on what the customers requirements are. As our machines are large in size the delivery process is typically well prepared for on both ends prior to shipment of the machine so that a customer does not have to say "now what do we do with this?"

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	The discounted pricing that we offer to customers through the Sourcewell Contract provides lower pricing than what would be quoted to a non Sourcewell Contract customer purchase.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We utilize our production schedule to track sales that our through the Sourcewell Contract pricing. There is also a line item on the sales order that reflects this discount. The schedule is reviewed quarterly to double check that all sales under the contract are recorded and reported to Sourcewell.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Under our last 2 contracts we have been paying a 1.5% administrative fee for all purchases under this contract. We continue to expand our reach with sales through the Sourcewell Contract. We anticipate this to only grow at a much faster rate now that we have expanded this program into our Canadian marketplace. We feel that if we are awarded another contract that we could see growth in the 25-30% range in the first year alone. As the world has changed dramatically in the last 8 months and we are not sure how much impact COVID will have on our industry we respectfully request that our administrative fee be kept at 1.5% of the purchase price of each unit sold.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We offer a full array of ice resurfacing machines from our Zamboni 100 a small tractor pulled unit all the way up to our Olympic Oval and large capacity machine the 700. We have time saving options as well as unique features whose design is to make the job of maintaining an ice surface easier for the rink personnel. We have properly sized machine for most every need along with ice edgers so that our customers can get everything that they need to keep their ice surface smooth as a sheet of glass.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We feel that we fit comfortably within this contract category that has been refined since the last RFP that we responded to.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
66	Ice resurfacers and edgers	<input checked="" type="radio"/> Yes <input type="radio"/> No	A full line of ice resurfacers and ice edgers and related components
67	Dasher boards and rink dividers	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
68	Ice rink and arena equipment and supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ice resurfacers, edgers and related components
69	Ice rink and arena structural or mechanical equipment (HVAC, etc.)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
70	Ice rink and arena related services	<input type="radio"/> Yes <input checked="" type="radio"/> No	No

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As a large percentage of our customers are Sourcewell eligible there are very few that do not go the route of using the Sourcewell Contract. The goal would be to continue to grow the sales volume with a large percentage of that growth expected to come from the Canadian marketplace. If we can add overall sales and they come because of the Sourcewell Contract, we view that as being a successful partnership.
72	Describe how your proposed equipment, products, or services impact the indoor air quality of an ice rink or arena.	The Zamboni Company continues to lead the ice rink industry with products designed to reduce or eliminate emissions that are put out by our machines. Our fuel powered machines utilize fuel efficient 4 cylinder engines that produce the least amount of emissions of any fuel powered ice resurfer on the market. The Zamboni 552 celebrated its 30th year of production this year and we became the first OEM manufacturer of ice resurfacers to bring a Lithium Ion battery option to the market with it being available in the Zamboni 450 and Zamboni 552. With a relatively new feature called Zamboni Connect our customers are able to monitor their machine from outside their building. This gives them freedom from their workplace while still being able to monitor the machine's operation and performance. We continue the drive to Net Zero ice maintenance and we believe that our line of electric ice resurfacers and battery edger option provide our customers with many choices to achieve this.
73	Describe how your proposed equipment, products, or services comply with any applicable environmental regulations.	The engines that we use in our fuel powered machines meet all of the current EPA/CARB standards. We continue to educate our customers on the benefits of electric machines and expect at some point down the road that all ice resurfacers will be electric. Until then we will continue to find ways to make our fuel powered machines which are available in gas, LPG or CNG to be as clean as possible. With the certified engines that we are currently using the emission difference between gas and LPG or CNG is undetectable.
74	Describe your product attributes and advancements in regard to product safety, longevity and lifecycle costs.	The Zamboni Company was the first to bring an ice resurfer to the marketplace over 70 years ago. We have and continue to refine the machine to make it safer and easier for our customers to not only operate but maintain for the longest possible life. We are proud of the fact that our machines provide a longer life span than any competitor on the market. We have some machines that were built in the 1950's that are still operational today. Customers in Canada have done research in the past to determine that Zamboni machines cost less to maintain over their operational life than competitors machines. When all facts were considered it was determined that Zamboni machines had a far lower operational cost as well due to a smaller more fuel efficient engine.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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

Sourcwell.

3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - WMS Ref Letter.pdf - Tuesday December 01, 2020 14:29:18
- [Marketing Plan/Samples](#) - Sourcwell RFP Docs.zip - Wednesday December 02, 2020 12:03:06
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty SW.pdf - Tuesday December 01, 2020 14:37:56
- [Pricing](#) - Sourcwell Price List for RFP.pdf - Tuesday December 01, 2020 18:27:43
- Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Doug Peters, Regional Sales Manager, Zamboni Company USA

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Ice Rink and Arena Equipment with Related Supplies and Services_RFP_120320 Mon November 23 2020 10:19 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT #120320-FZC**

THIS AMENDMENT is by and between **Sourcewell** and **Zamboni Company USA, Inc. (for itself and for affiliate, Frank J. Zamboni & Co. Inc.)** (collectively, Vendor).

Sourcewell awarded a contract to Vendor to provide Ice Rink and Arena Equipment with Related Supplies and Services to Sourcewell and its Participating Entities, effective January 6, 2021, through January 8, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance—Subsection A. Requirements— Item 5. Network Security and Privacy Liability Insurance, of the Original Agreement, is deleted in its entirety.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
 By: Jeremy Schwartz
 Jeremy Schwartz, Chief Procurement Officer

Date: 6/14/2021 | 8:32 PM CDT

Approved:

DocuSigned by:
 By: [Signature]
 Chad Condit, Executive Director/CEO

Date: 6/14/2021 | 8:34 PM CDT

Zamboni Company USA, Inc.

DocuSigned by:
 By: Doug Peters
 Doug Peters

Title: Regional Sales Manager

Date: 6/14/2021 | 3:11 PM PDT