



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Sourcewell, 202 12 th Street Northeast, P.O. Box, Staples, MN 56479
2. Contractor:	Zamboni Company USA, Inc., 15714 Colorado Ave., Paramount, CA 90723 (Frank J. Zamboni & Co. Inc.)
3. Cooperative Agency Agreement Name and Agreement Number:	Sourcewell, Agreement Number #120320-FZC
4. Cooperative Agency Initial Agreement Term:	Start Date: <i>01/06/2021</i> End Date: <i>01/08/2025</i>
5. Cooperative Agency's Agreement-Options to extend:	Agreement may be extended until delivery date of the new Zamboni ice resurface machine.
6. Cooperative Agency Amended Term:	N/A
7. Cooperative Agency Remaining Options to Renew:	Contract may be extended up to one additional one-year period.
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: 04/27/2021 End Date: 04/27/2023
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$152,831.18 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Sourcewell, Agreement Number #120320-FZC ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from April 27, 2021 through April 27, 2023, unless terminated earlier by the City. The City has the option to extend the term of this Agreement by written amendment so long as the extended term does not go beyond the term of the COOP, as amended.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for the purchase of a new Zamboni Model552AC Electric ice resurface machine available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$152,831.18 for the purchase of a new Zamboni Model552AC Electric ice resurface machine. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

This Agreement may be amended only by a written amendment, consistent with the

COOP, signed by Contractor and City.

CITY OF STOCKTON

Harry Black, City Manager

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

City Attorney,

CONTRACTOR NAME.

By: _____
Signature

Print name

Title: _____

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

By: _____
Signature

DOUGLAS PETERS
Print name

Title: REGIONAL SALES MANAGER

EXHIBIT A
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RFP #120320
REQUEST FOR PROPOSALS
for
Ice Rink and Arena Equipment with Related Supplies and Services

Proposal Due Date: December 3, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Ice Rink and Arena Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	October 15, 2020
Pre-proposal Conference:	November 10, 2020, 10:00 a.m., Central Time
Question Submission Deadline:	November 23, 2020, 4:30 p.m., Central Time
Proposal Due Date:	December 3, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	December 3, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Ice Rink and Arena Equipment with Related Supplies and Services, including, but not to be limited to:
 - a. Ice resurfacers and edgers;
 - b. Dasher boards and rink dividers;

- c. Ice rink and arena equipment and supplies;
- d. Ice rink and arena structural or mechanical equipment and systems, such as refrigeration, floors, dehumidification, and HVAC; and,
- e. Services related to the solutions described in subsections 1.a. – d. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include “service-only” solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

1. Athletic Surfacing with Related Materials, Supplies, Installation, and Services (RFP #060518)
2. Commercial Kitchen Equipment, with Related Supplies and Services (RFP#091918)
3. Scoreboards, Digital Displays, and Video Boards with Related Design Build Technology Integration, Installation, Supplies, and Services (RFP#050819)
4. Sports Lighting with Related Supplies and Services (RFP#071619)
5. Athletic and Physical Education Equipment and Supplies with Related Accessories (RFP #071819)
6. Event Seating and Staging Solutions with Related Accessories and Services (RFP#091719)
7. Fitness Equipment with Related Accessories and Services (RFP #081120)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$25M; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD**A. EVALUATION**

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
 - A Proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell’s knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;

- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



11/23/2020

Addendum No. 1

Solicitation Number: RFP 120320

Solicitation Name: Ice Rink and Arena Equipment with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are tribal/native entities eligible to purchase under this contract?

Answer 1:

Yes. Refer to RFP Section I.B. – Use of resulting Contracts.

End of Addendum

Acknowledgement of this Addendum to RFP 120320 posted to the Sourcewell Procurement Portal on 11/23/2020, is required at the time of proposal submittal.



Proposal Opening Record

Date of opening: December 3, 2020

Sourcewell posted Request for Proposal #120320, for the procurement of Ice Rink and Arena Equipment with Related Supplies and Services, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Thursday, October 15, 2020, and the solicitation remained in an open status within the portal until December 3, 2020, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on December 3, 2020, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #120320 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

All-American Ice, LLC – received 12/03/20 at 9:37:15 AM
American Arena – received 12/01/20 at 8:31:28 AM
Athletica Sport Systems, Inc. – received 12/02/20 at 1:58:01 PM
Big Hill Services, Ltd. – received 12/03/20 at 12:42:04 PM
CIMCO Refrigeration, A Division of Toromont Industries – received 12/02/20 at 3:58:59 PM
Climate by Design International, Inc. – received 12/02/20 at 4:46:01 PM
North West Rubber – received 12/03/20 at 2:54:04 PM
Omni Sport, Inc. – received 12/03/20 at 11:24:00 AM
Resurface Corp – received 12/03/20 at 12:40:54 PM
Silkea – received 12/03/20 at 12:44:59 PM
Zamboni Company USA, Inc. – received 12/02/20 at 2:28:18 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on December 3, 2020, at 4:33:04 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:

Greg Grunig

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Greg Grunig, Procurement Lead Analyst

DocuSigned by:

Carol Jackson

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Carol Jackson, Procurement Analyst

**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 Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Vendor will pay an administrative fee to Sourcewell 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 Sourcewell 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 Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell'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.

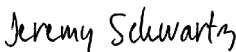
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, 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

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

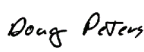
Sourcwell

DocuSigned by:

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By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 1/6/2021 | 1:42 PM CST


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

DocuSigned by:

8F993CFC0A14412...

By: _____
Doug Peters
Title: Regional Sales Manager

Date: 1/6/2021 | 12:33 PM PST

Approved:

DocuSigned by:

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.	ATTACHMENT A	*
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 Sourcwell Contract. The synergy is helpful as the customer can work with both of us using Sourcwell Contracts	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell 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 Sourcwell participating entities' purchase orders.	<p>Having a Sourcwell 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.</p> <p>We revise the proposal to the spec that they want the machine to be, add a line item for the Sourcwell discount, add a line item for a trade in if they have one, a line item for freight and provide a total.</p> <p>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 Sourcwell.</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 Sourcwell contract.</p> <p>We have a process worked out with our dealers where we submit all of the sales information to Sourcwell 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 Sourcwell Contract.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	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 resurfacer 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 resurfacer 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

Sourcewell.

ATTACHMENT A

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

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

- [Financial Strength and Stability](#) - WMS Ref Letter.pdf - Tuesday December 01, 2020 14:29:18
- [Marketing Plan/Samples](#) - Sourcewell 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](#) - Sourcewell 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, and 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.

ATTACHMENT A

☒ 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



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) 120320
Entitled

Ice Rink and Arena Equipment with Related Supplies and Services

The following advertisement was placed October 15, 2020 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and October 16, 2020 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Ice Rink and Arena Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

1196501 Ontario, Inc.	FST Canada, Inc.
All-American Ice, LLC	IceBuilders Supply, Inc.
American Arena	Longhorn Locker Company, LLC
Athletica Sport Systems, Inc.	North West Rubber
Becker Arena Products	Omni Sport, Inc.
Big Hill Services, Ltd.	Regina Construction Association
CIMCO Refrigeration, A Division of Toromont Industries	Resurface Corp.
Climate by Design International, Inc.	Rink Systems, Inc.
Comfort Systems USA	Schreder Lighting, LLC
Construction Industry Center	Silkea
EverBlock Systems, LLC	Zamboni Company USA, Inc.

Sourcewell

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on December 3, 2020, at 4:33:04 pm CT. Proposals were received from the following:

All-American Ice, LLC DBA All-American Arena Products
American Arena LLC
Athletica Sport Systems, Inc.
Big Hill Services, Ltd.
CIMCO Refrigeration, A Division of Toromont Industries Ltd.
Climate by Design International, Inc.
North West Rubber Ltd. dba SportFloor
Omni Sport, Inc.
Resurfice Corp
Silkea Inc.
Zamboni Company USA, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, Procurement Lead Analyst
Steff Haataja, Procurement Analyst
Craig West, Procurement Analyst
Michael Munoz, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal responses from North West Rubber Ltd. and Silkea Inc. fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

All-American Ice, LLC, dba All-American Arena Products, has been providing rink-related solutions since 2013. They carry a full line of on-ice and off-ice equipment, accessories, and supplies, including Olympia brand ice resurfacers and a variety of services. All-American Arena Products offers a range of discounts from list pricing with volume discounts available.

American Arena LLC, offers turn-key design, construction, mechanical services, and ice rink and arena accessories, including many products manufactured in North America. American Arena incorporates environmentally preferred mechanical systems into the ice rinks and arenas they design, build, and renovate; with experience in replacement of obsolete refrigeration systems. Their services and products are being provided to Sourcewell with significant discounts.

Athletica Sport Systems, Inc., with its subsidiaries, Becker Arena Products, Inc., and Cascadia Sports Systems Inc., have sales and distribution centers throughout the United States and Canada, enabling them to serve Participating Entities across North America. They offer a range of percentage discounts from MSRP on multiple product and service lines.

Sourcewell

CIMCO Refrigeration, A Division of Toromont Industries Ltd., provides design, engineering, fabrication, installation and servicing of recreational refrigeration systems including artificial ice rinks and skating surfaces. They have 27 branch locations in North America with over 300 refrigeration mechanics that can serve Sourcewell Participating Entities in the United States and Canada. CIMCO Refrigeration maintains a parts center with a large inventory that allows them to provide parts anywhere in North America within 24 hours. They offer a strong discount off their list pricing.

Zamboni Company USA, Inc., manufactures and services a full line of ice resurfacers and edgers in gas, LP and battery powered options. A combination of direct sales and service staff with servicing dealer locations is available to meet the needs of Sourcewell participating entities across the United States and Canada. Zamboni is offering a competitive discount from list price to participating entities.

For these reasons, the Sourcewell Proposal Review Committee recommends award of Sourcewell Contract #120320 to:

All-American Ice, LLC DBA All-American Arena Products	120320-ALL
American Arena LLC	120320-AMR
Athletica Sport Systems, Inc.	120320-ATH
CIMCO Refrigeration, A Division of Toromont Industries Ltd.	120320-CIM
Zamboni Company USA	120320-FZC

The preceding recommendations were approved on January 4, 2021.

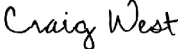
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Greg Grunig, M.S., Procurement Lead Analyst

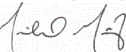
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Craig West, Procurement Analyst

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Michael Munoz, CPPB Procurement Analyst

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Stephanie Haataja, CPIM, Procurement Analyst

Sourcewell

STATEMENT OF COMPLIANCE

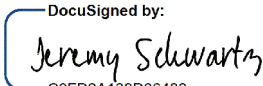
As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #120320 for Ice Rink and Arena Equipment with Related Supplies and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:



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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

**SOURCEWELL
STATE OF MINNESOTA**



Member Veronen moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

Resolution No. 2020-21

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Nagel and the following voted in favor: Mike Wilson, Greg Zylka, Scott Veronen, Sara Nagel, Ryan Thomas, Sharon Thiel, Linda Arts, Chris Kircher

and the following voted against: NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

A handwritten signature in black ink, appearing to read "Sarah Nagel", written over a horizontal line.

Clerk to the Board of Directors

**SOURCEWELL
STATE OF MINNESOTA**



Member Nagel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2021-03

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Arts and the following voted in favor: (list names here)

Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts, Kircher

and the following voted against: (list names here or "NONE")

none

whereupon said resolution was declared duly passed and adopted.

ATTEST:

Sarah Nagel
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - January 2021

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

STEM Curriculum Solutions and Equipment with Related Accessories and Services
Job-Order or Indefinite Quantity Construction Contracting Program Management Services

Requesting Board permission to Re-Solicit the following categories:

Electric Vehicle Supply Equipment and Related Services
State of Maryland - Indefinite Quantity Construction Contract
State of New Hampshire - Indefinite Quantity Construction Contract

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Elliott Auto Supply Co., Inc. dba Factory Motor Parts	101520-FMP	"OEM Automotive Parts and Supplies"
Ford Motor Company	101520-FMC	"OEM Automotive Parts and Supplies"
General Motors	101520-GNL	"OEM Automotive Parts and Supplies"
Navistar, Inc. dba Fleet Charge	101520-NVS	"OEM Automotive Parts and Supplies"
MANCON, LLC	110520-MAN	"Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions"
Genuine Parts Company dba NAPA Integrated Business Solutions	110520-GPC	"Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions"
American Ramp Company, Inc.	112420-ARC	"Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services"
Artisan Skateparks	112420-ART	"Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services"
California Skateparks	112420-CAS	"Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services"
Spohn Ranch, Inc.	112420-SRI	"Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services"
All-American Arena Products	120320-ALL	"Ice Rink and Arena Equipment with Related Supplies and Services"
American Arena, LLC	120320-AMR	"Ice Rink and Arena Equipment with Related Supplies and Services"
Athletica Sport Systems, Inc.	120320-ATH	"Ice Rink and Arena Equipment with Related Supplies and Services"
CIMCO Refrigeration	120320-CIM	"Ice Rink and Arena Equipment with Related Supplies and Services"
Zamboni Company USA, Inc.	120320-FZC	"Ice Rink and Arena Equipment with Related Supplies and Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title

NEW eziQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work
Cooper Building Services, LLC	VA-W-GC01-120920-CPR	Commonwealth of Virginia - Western Virginia Area - General Construction
F.H. Paschen	VA-W-GC02-120920-FHP	Commonwealth of Virginia - Western Virginia Area - General Construction
Johnson-Laugh Construction	VA-W-GC03-120920-JLC	Commonwealth of Virginia - Western Virginia Area - General Construction
S-Works Construction Corporation	VA-W-GC04-120920-SWC	Commonwealth of Virginia - Western Virginia Area - General Construction
Centennial Contractors Enterprises	VA-W-GC05-120920-CCE	Commonwealth of Virginia - Western Virginia Area - General Construction
HITT Contracting	VA-W-GC06-120920-HCI	Commonwealth of Virginia - Western Virginia Area - General Construction
Johnson-Laugh Construction	VA-WC-GC01-120920-JLC	Commonwealth of Virginia - West Central Virginia Area - General Construction
Cooper Building Services, LLC	VA-WC-GC02-120920-CPR	Commonwealth of Virginia - West Central Virginia Area - General Construction
F.H. Paschen	VA-WC-GC03-120920-FHP	Commonwealth of Virginia - West Central Virginia Area - General Construction
The Matthews Group, Inc.	VA-WC-GC04-120920-TMG	Commonwealth of Virginia - West Central Virginia Area - General Construction
S-Works Construction Corporation	VA-WC-GC05-120920-SWC	Commonwealth of Virginia - West Central Virginia Area - General Construction
Harrisonburg Construction Co.	VA-WC-GC06-120920-HAR	Commonwealth of Virginia - West Central Virginia Area - General Construction
Paige Industrial Services, Inc.	VA-N-GC01-120920-PAI	Commonwealth of Virginia - Northern Virginia Area - General Construction
The Matthews Group, Inc.	VA-N-GC02-120920-TMG	Commonwealth of Virginia - Northern Virginia Area - General Construction
Vigil Contracting, Inc.	VA-N-GC03-120920-VGL	Commonwealth of Virginia - Northern Virginia Area - General Construction
Centennial Contractors Enterprises	VA-N-GC04-120920-CCE	Commonwealth of Virginia - Northern Virginia Area - General Construction
S-Works Construction Corporation	VA-N-GC05-120920-SWC	Commonwealth of Virginia - Northern Virginia Area - General Construction

Johnson-Laux Construction	VA-N-GC06-120920-JLC	Commonwealth of Virginia - Northern Virginia Area - General Construction
Vigil Contracting, Inc.	VA-N-MH01-120920-VGL	Commonwealth of Virginia - Northern Virginia Area - Mechanical HVAC
Adrian L. Merton Inc.	VA-N-MH02-120920-ALM	Commonwealth of Virginia - Northern Virginia Area - Mechanical HVAC
Centennial Contractors Enterprises	VA-EC-GC01-120920-CCE	Commonwealth of Virginia - East Central Virginia Area - General Construction
The Matthews Group, Inc.	VA-EC-GC02-120920-TMG	Commonwealth of Virginia - East Central Virginia Area - General Construction
S-Works Construction Corporation	VA-EC-GC03-120920-SWC	Commonwealth of Virginia - East Central Virginia Area - General Construction
Cooper Building Services, LLC	VA-EC-GC04-120920-CPR	Commonwealth of Virginia - East Central Virginia Area - General Construction
F.H. Paschen	VA-EC-GC05-120920-FHP	Commonwealth of Virginia - East Central Virginia Area - General Construction
HITT Contracting	VA-EC-GC06-120920-HCI	Commonwealth of Virginia - East Central Virginia Area - General Construction
Paige Industrial Services, Inc.	VA-EC-MH01-120920-PAI	Commonwealth of Virginia - East Central Virginia Area - Mechanical HVAC
Cooper Building Services, LLC	VA-E-GC01-120920-CPR	Commonwealth of Virginia - Eastern Virginia Area - General Construction
F.H. Paschen	VA-E-GC02-120920-FHP	Commonwealth of Virginia - Eastern Virginia Area - General Construction
Centennial Contractors Enterprises	VA-E-GC03-120920-CCE	Commonwealth of Virginia - Eastern Virginia Area - General Construction
The Matthews Group, Inc.	VA-E-GC04-120920-TMG	Commonwealth of Virginia - Eastern Virginia Area - General Construction
S-Works Construction Corporation	VA-E-GC05-120920-SWC	Commonwealth of Virginia - Eastern Virginia Area - General Construction
HITT Contracting	VA-E-GC06-120920-HCI	Commonwealth of Virginia - Eastern Virginia Area - General Construction
Paige Industrial Services, Inc.	VA-E-MH01-120920-PAI	Commonwealth of Virginia - Eastern Virginia Area - Mechanical HVAC
eziQC RENEWALS		
Company Name	Contract Number	
Advanced Roofing, Inc.	FL-SWA-R01-121918-ADR	
Advanced Roofing, Inc.	FL-ECA-R01-121918-ADR	
LEE Construction Group, Inc.	FL-ECA-GC02-121918-LCI	
LEE Construction Group, Inc.	FL-SWA-GC02-121918-LCI	
McKenzie Contracting, LLC	FL-ECA-UG1-121918-MCL	
Johnson-Laux Construction, LLC	FL-SWA-GC03-121918-JLC	
McKenzie Contracting, LLC	FL-SWA-UG1-121918-MCL	
Johnson-Laux Construction, LLC	FL-ECA-GC03-121918-JLC	
Astra Construction Services, LLC	FL-ECA-GC04-121918-ACS	
Shiff Construction & Development, Inc.	FL-SWA-GC01-121918-SCD	
Shiff Construction & Development, Inc.	FL-ECA-GC01-121918-SCD	

AFFIDAVIT OF PUBLICATION

DJC



11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

Ice Rink and Arena Equipment with Related Supplies and Services

Sourcewell; Bid Location Staples, MN, Todd County; Due 12/03/2020 at 04:30 AM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

10/16/2020

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **16th** DAY OF **October**, 2020

N. Bjork

Nick Bjork

Michelle A. Ropp

Notary Public State of Oregon



SOURCEWELL
ICE RINK AND ARENA EQUIPMENT
WITH RELATED SUPPLIES AND
SERVICES
Proposals Due 4:30 pm,
December 3, 2020
REQUEST FOR PROPOSALS
Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Ice Rink and Arena Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Oct. 16, 2020. 11927473

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11927473
Client Reference No:



AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004779316	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Ice Rink and Arena Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
4779316

State of South Carolina

County of Richland

I, Michelle Long, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

October 15, 2020

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 26th day of October in the year of 2020

Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

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WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News

Utah
Media
Group

ATTACHMENT A

The Salt Lake Tribune

PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS		ACCOUNT NUMBER
SOURCEWELL, Accounting Dept PO BOX 219		9001496962
STAPLES MN 56479		DATE 10/17/2020
ACCOUNT NAME		
SOURCEWELL,		
TELEPHONE	ORDER # / INVOICE NUMBER	
2188945483	0001301450 / 101301450-10152020	
PUBLICATION SCHEDULE		
START 10/15/2020 END 10/15/2020		
CUSTOMER REFERENCE NUMBER		
Sourcewell RFP for Advertisement (Ice Rink and Arena Equipment)		
CAPTION		
REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency		
SIZE		
35 LINES	1 COLUMN(S)	
TIMES	TOTAL COST	
3	80.95	

REQUEST FOR PROPOSALS
Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Ice Rink and Arena Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
1301450 UPXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Ice Rink and Arena Equipment FOR SOURCEWELL, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 10/15/2020 End 10/15/2020

DATE 10/17/2020

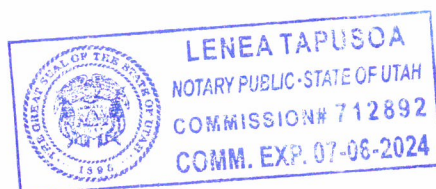
SIGNATURE 


STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 17TH DAY OF OCTOBER IN THE YEAR 2020

BY LORRAINE GUDMUNDSON.




NOTARY PUBLIC SIGNATURE

ATTACHMENT A

NOTICES

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Ice Rink and Arena Equipment with Related Supplies and Services** to result in a contracting solution for use by its Participating Entities.

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Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than December 3, 2020, at 4:30 pm Central Time, and late proposals will not be considered.

5 college coaches with biggest reductions

Steve Berkowitz and Tom Schad
USA TODAY

College football coaches have been largely insulated from the financial impact of the COVID-19 pandemic, but that doesn't mean they're all in the same metaphorical boat.

As part of its annual review of coaches' compensation data, USA TODAY also tracked the pay cuts Bowl Subdivision coaches have taken this year in connection with COVID-19. The data show that while most coaches are taking small or moderate cuts, some are losing out on significant sums.

Here are the coaches who are giving up the largest dollar amounts via pay reductions. (Tim Lester of Western Michigan and Mike Norvell of Florida State are taking the largest cut of total compensation, by percentage, at 25%.)

1. Dabo Swinney, Clemson

Pay reduction: \$1.25 million

Swinney's 10-year, \$93 million contract makes him one of the highest-paid coaches in college football. But this year he is also taking the largest voluntary pay cut in connection with COVID-19 – agreeing to give up a total of \$1.25 million in 2021.

According to an agreement obtained by USA TODAY Sports, Swinney agreed in August to forfeit the \$1 million retention bonus he would have otherwise received in January while also postponing an automatic \$250,000 raise in his con-



Clemson's Dabo Swinney has agreed to give up a total of \$1.25 million in 2021.
KEN RUINARD/USA TODAY SPORTS

tract, which would have gone into effect next year. His salary for this year is unaffected, so he is not taking a pay cut in the traditional sense. But the \$1.25 million in savings will be significant for Clemson as it seeks to put together its budget for 2021.

2. Mike Norvell, Florida State

Pay reduction: \$968,750

The Seminoles' athletic department has faced significant financial challenges in the wake of COVID-19, prompting it to eliminate jobs and cut salaries across the board. This led Norvell to take a 25% reduction of his total compensation through 2021 – one of the largest cuts among FBS head coaches by percentage.

An athletic department spokesperson told The Tallahassee Democrat that Norvell accepted a larger pay cut to help offset reductions for his staff. The first-year Seminoles coach was due to make \$4 million this season prior to the reduction, a 50% raise from what he made at Memphis the year before.

3. Jim Harbaugh, Michigan

Pay reduction: \$554,584

With Michigan's athletic department projecting a \$26 million deficit next year, Harbaugh accepted a 10% pay cut – which USA TODAY found to be the industry standard – through the end of the current fiscal year. And because he is once again among the five highest-paid coaches in college football, even a seemingly moderate 10% cut translates to a significant sum.

The 10% reduction is applicable to Harbaugh's supplemental pay of \$5.4 million, in addition to his base salary (\$605,000).

But an athletic department spokesperson told USA TODAY that annual payments to Harbaugh's life insurance policy will not be affected. (As part of his contract with Michigan, the school makes a \$2 million premium payment on his life insurance policy every year on Dec. 6.)

4. P.J. Fleck, Minnesota

Pay reduction: \$548,320

Fleck, who was scheduled to make

\$4.6 million in total compensation this year, is taking a 10% pay cut throughout the 2021 fiscal year.

But the school said he also agreed to take a reduction on the last four paychecks he received in the 2020 fiscal year, which amounts to an additional cut of \$88,320.

Minnesota's fourth-year coach told reporters in April that he was happy to take a temporary cut to help the university. "(My wife) Heather and I immediately jumped on it," he said, according to The St. Paul Pioneer Press. "Anything we can do to continue to help."

5. Tom Herman, Texas

Pay reduction: \$516,250

Herman's inclusion on the list comes with an asterisk, because it's not quite as straightforward as it seems. Though his total compensation is in fact being reduced by more than half a million dollars this year, the Longhorns have amended his contract to guarantee that he'll be repaid that same amount by the end of 2023. So it is, in practice, actually more of a deferral than a pay cut. (Other coaches at Texas have the same arrangement.)

Oklahoma's Lincoln Riley ranks fifth in terms of actual money forfeited, according to USA TODAY's data. He has agreed to give up \$515,000 over a 12-month period, which amounts to roughly a 10% cut of his base salary and supplemental pay.

Contributing: Curt Weiler

5 surprises from college football coaches' salaries

Steve Berkowitz and Tom Schad
USA TODAY

Dozens of head coaches across the Bowl Subdivision have taken pay cuts this year as schools deal with the financial fallout of the coronavirus pandemic.

But even with those reductions, they're still making more money than ever.

USA TODAY's annual review of coaches' compensation found that the average total pay for FBS head coaches in 2020-21 is \$2.7 million, a 1.1% increase from last year's average. Those figures include the pay reductions that some coaches are taking this year.

In the absence of a global pandemic, the 122 FBS coaches for whom USA TODAY could obtain scheduled compensation figures would have made \$2.79 million on average, a 4.5% jump from last year.

Alabama's Nick Saban, slated to make \$9.3 million, is once again the highest-paid coach in the country, followed by LSU's Ed Orgeron (\$8.9 million) and Clemson's Dabo Swinney (\$8.3 million). Saban has now been college football's highest-paid coach in seven of the past nine years.

Here are five other findings from the latest coaches' compensation data, which USA TODAY has been compiling and analyzing on an annual basis since 2006:

- USA TODAY found some trends in pay cuts being taken by coaches in different conferences. For example, every public school head coach in both the Big 12 and Big Ten took a voluntary pay re-



First-year Michigan State coach Mel Tucker's pay has more than doubled from a year ago, with his total compensation at \$5.06 million this season.
MIKE CARTER/USA TODAY SPORTS

duction in the wake of the pandemic. In the Southeastern Conference, cuts have been rare, affecting coaches at only four of the 13 public schools: Arkansas, Missouri, Mississippi and South Carolina.

The Group of Five, meanwhile, had a

few interesting outliers. Only one public school head coach in the Mountain West, Boise State's Bryan Harsin, has taken a voluntary pay cut. And in the Mid-American, only one coach (Buffalo's Lance Leipold) has not.

- It's not surprising there is a difference in coaching salaries between Power Five schools and Group of Five schools, but the size of the gap is notable.
- This year, the average Power Five coach is making nearly \$4.4 million in total compensation – more than four times the compensation for the average Group of Five coach.
- Buyout clauses are still booming. This year, at least five coaches would be owed \$30 million or more if they were fired without cause by Dec. 1, led by Texas A&M's Jimbo Fisher (\$53.1 million). And more than half of Power Five coaches (33) have buyouts of \$10 million or more.
- Nothing helps a coach's wallet like a national championship run. LSU coach Ed Orgeron accrued more than \$1.77 million in bonuses last year, which means he made more in bonus payments alone than at least 50 FBS coaches made in total compensation during the same time period.
- It's good to be first-year Michigan State coach Mel Tucker. Tucker's pay has more than doubled from a year ago, when he held the same position at Colorado, and increased six-fold since 2017, when he was an assistant at Georgia. His total compensation for 2020 (\$5.06 million) ranks 14th in USA TODAY's database.
- Ditto for Ryan Day. Three years ago, Day was making \$400,000 as an assistant coach at Ohio State. Now, he's due to make \$5.6 million in total compensation in 2020, and his pay will climb to \$7.6 million by 2022.

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NOTICES

LEGAL NOTICE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA, RICHMOND DIVISION

In re: PIER 1 IMPORTS, INC., et al.,¹ Chapter 11, Case No. 20-30805 (KRH)
Debtors. (Jointly Administered)

NOTICE OF (I) ENTRY OF ORDER CONFIRMING THE AMENDED JOINT CHAPTER 11 PLAN OF PIER 1 IMPORTS, INC. AND ITS DEBTOR AFFILIATES AND (II) OCCURRENCE OF EFFECTIVE DATE

PLEASE TAKE NOTICE that on July 30, 2020, the Honorable Kevin R. Huemkens, United States Bankruptcy Judge for the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court"), entered the Order (i) Confirming the Amended Joint Chapter 11 Plan of Pier 1 Imports, Inc. and its Debtor Affiliates (Docket No. 967) (the "Confirmation Order") confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on October 9, 2020.

PLEASE TAKE FURTHER NOTICE that copies of the Plan and Confirmation Order (and all related exhibits) and all filing in the chapter 11 cases are available: (a) upon request to Epq (the notice and claims agent retained in these chapter 11 cases) by calling (866) 977-0883 (toll free) or, for international callers, (503) 520-4412; (b) by visiting the website maintained in these chapter 11 cases at <https://dm.epq11.com/case/pier1/>; or (c) for a fee via PACER by visiting <http://www.vaeb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE that the Bankruptcy Court has approved certain discharge, release, exculpation, injunction, and related provisions in Article X of the Plan.

PLEASE TAKE FURTHER NOTICE that, except as otherwise provided by the Confirmation Order, the Plan, or a Final Order of the Court, the deadline for filing requests for payment of Administrative Claims other than for Professional Fee Claims, DIP Claims, and claims arising under section 503(b)(9) of the Bankruptcy Code, for which bar dates were established in the Prepetition Claims Bar Date Order, is the later of the date that is thirty (30) days following: (i) the Effective Date or (ii) the effective date of the rejection or assumption of an Executory Contract or Unexpired Lease, except as specifically set forth in the Plan or the Administrative Claims Bar Date Order or otherwise ordered by the Bankruptcy Court. **Holders of Administrative Claims that are required to, but do not timely request payment on account of Administrative Claims as set forth in the Administrative Claims Bar Date Order or by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Wind-Down Debtors or their property, and such Administrative Claims shall be deemed satisfied, settled, and released as of the Effective Date.**

PLEASE TAKE FURTHER NOTICE that, pursuant to the Plan and the Confirmation Order, the deadline for filing requests for payment of Professional Fee Claims shall be no later than 45 days after the Effective Date.

PLEASE TAKE FURTHER NOTICE that the Plan and its provisions are binding upon the Debtors and any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, each Entity acquiring property under the Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

PLEASE TAKE FURTHER NOTICE that the Plan and the Confirmation Order contain other provisions that may affect your rights. You are encouraged to review the Plan and the Confirmation Order in their entirety.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are set forth in the Order (i) Directing Joint Administration of Chapter 11 Cases and (ii) Granting Related Relief (Docket No. 76). The location of the Debtors' service address is PO Box 961020, Fort Worth, TX 76161-0020. For delivery by air, Federal Express, & other courier services: 685 John B. Sias Memorial Parkway Suite 255, Fort Worth, TX 76134.

² Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Amended Joint Chapter 11 Plan of Pier 1 Imports, Inc., attached to the Confirmation Order as Exhibit A.

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Ice Rink and Arena Equipment with Related Supplies and Services** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>.

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than December 3, 2020, at 4:30 pm Central Time, and late proposals will not be considered.

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View Details

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Click [here](#) to return to the Sourcewell Procurement Portal home page.

Bid Details	
Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 120320
Bid Name:	Ice Rink and Arena Equipment with Related Supplies and Services
Bid Status:	Open
Bid Closing Date:	Thu Dec 3, 2020 4:30:00 PM (CST)
Question Deadline:	Mon Nov 23, 2020 4:30:00 PM (CST)
Time-frame for delivery or the duration of the contract:	Four years, with possible extension as stated in the bid documents
Negotiation Type:	Refer to bid document
Condition for Participation:	Refer to bid document
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Ice Rink and Arena Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
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Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time ~	Mandatory Me...	Meeting Document
On-line Pre-Proposal	Login instructions will be provided to registered plan takers by email two business days prior to the web	Tuesday November 10, 2020 10:00 AM to 11:00 AM (CST)	No	

Documents			
File Name		Pages	
RFP_120320_Ice_Rink_Arena_Eqpt		12	Download
Tuesday October 13, 2020 07:33 AM			
RFP_120320_Ice_Rink_Arena_Eqpt_Contract_Template		17	Download
Tuesday October 13, 2020 07:33 AM			

Addenda	
No Addenda Available ...	

OPEN

Ice Rink and Arena Equipment with Related Supplies and Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Ice Rink and Arena Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
November 10, 2020 at 10:00 am CST

Proposals Due:
December 3, 2020 at 4:30 pm CST

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#) 

Notice

Basic Information

Estimated Contract Value (CAD) \$100,000,000.00 (Not shown to suppliers)
Reference Number 0000185076
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 120320
Title Ice Rink and Arena Equipment with Related Supplies and Services
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Term: 2021/02/15 01:00:00 AM EST - 2025/02/14 01:00:00 AM EST
Description Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Ice Rink and Arena Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2020/10/15 09:18:03 AM EDT
Question Acceptance Deadline 2020/11/23 05:30:00 PM EST
Questions are submitted online No
Bid Intent Not Available
Closing Date 2020/12/03 05:30:00 PM EST

Prebid Conference 2020/11/10 11:00:00 AM EST

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2020/11/10 11:00:00 AM EST
Location Online Webinar
Event Note Login instructions will be emailed two days prior to the event.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Categories (8)	
G	Goods Goods
N78	Recreational And Athletic Equipment Recreational And Athletic Equipment
N78	Recreational and Athletic Equipment Recreational and Athletic Equipment
N7830J	VEHICLE, SURFACE MAINTENANCE, ICE, SELF-PROPELLED, RIDE-ON VEHICLE, SURFACE MAINTENANCE, ICE, SELF-PROPELLED, RIDE-ON
N7800	RECREATIONAL AND ATHLETIC EQUIPMENT Recreational and athletic equipment
N7810	ATHLETIC AND SPORTING EQUIPMENT ATHLETIC AND SPORTING EQUIPMENT
S	Services Services
R1	Administrative and Management Support Services Administrative and Management Support Services
R122BZ	ORGANIZATION TYPE SERVED: SPORTS/RECREATIONAL ORGANIZATION TYPE SERVED: SPORTS/RECREATIONAL
C2	Architect and Engineering Services - Not Related to Construction Architect and Engineering Services - Not Related to Construction
C211CG	HEATING AND VENTILATING DESIGN/DRAFTING SERVICES HEATING AND VENTILATING DESIGN/DRAFTING SERVICES
C	Construction Construction
516	Installation work Installation work
5161B	HEATING, VENTILATION AND AIR CONDITIONING MAINTENANCE & INSPECTION SERVICES HEATING, VENTILATION AND AIR CONDITIONING MAINTENANCE & INSPECTION SERVICES
513	Construction work for civil engineering Construction work for civil engineering
5137A	CONSTRUCTION FOR SPORT AND RECREATION Construction for Sport and Recreation
MERX Category (1)	
C	Construction Construction
C	Construction Services Construction Services
UNSPSC Category (1)	
49000000	Sports and Recreational Equipment and Supplies and Accessories
49150000	Winter sports equipment
49151600	Skating and ice hockey equipment

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49000000	Sports and Recreational Equipment and Supplies and Accessories
49150000	Winter sports equipment
49151600	Skating and ice hockey equipment

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49150000	Winter sports equipment
49151600	Skating and ice hockey equipment



The New York State Contract Reporter

*NYS' official source of contracting opportunities
Bringing business and government together*

ATTACHMENT A
This document printed
Wednesday, 10/14/2020

Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Ice Rink and Arena Equipment with Related Supplies and Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 120320

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 10/15/2020

Due Date/Time: 12/03/2020 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Miscellaneous - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Ice Rink and Arena Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 3, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.








Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Greg Grunig
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, NY 56479
United States
Ph: 218-895-4189
greg.grunig@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Greg Grunig
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4189
greg.grunig@sourcewell-mn.gov

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Edit Solicitation Record

Solicitation Details

Document Identifier 44527

Customer reference number 120320

Organization Name Enterprise Services (DES), Dept. of

Solicitation Title Ice Rink and Arena Equipment with Related Supplies and Services

Description Courtesy Posting Sourcewell-Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Ice Rink and Arena Equipment with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada

Solicitation type RFP

Open or Selective Open

Estimated Value 25 Million

Commodity Code(s) 285-16-Commutators, Resurfacers, Stone, 393-05-Cones, Ice Cream, 740-32-Dry Ice Making Machines, 805-61-Hockey Equipment, Ice and Field, 390-35-Ice, 192-46-Ice and Snow Removal Chemicals (See 775-45 for Road Salt), 450-44-Ice Chests, Portable, Thermos Bottles, etc., 750-54-Ice Control Aggregate (See Class 775 for Salt), 380-45-Ice Cream, 245-20-Ice Cream Containers, Paper and Metal, 165-50-Ice Cream Making Machinery (Including Malt and Milkshake Equipment), 393-58-Ice Cream Mix, Emulsifiers, Stabilizers, and Toppings, 775-27-Ice Cream Salt, 245-25-Ice Cream Shipping Jackets, 165-52-Ice Equipment: Carts, Crushers, Picks, Scoops, Shavers, Storage Bins, Tongs, etc., 740-45-Ice Making and Dispensing Machines (Not Dry Ice), 380-50-Ice Milk, 988-40-Ice Production Services for Skating Rinks, 650-30-Ice Rink Resurfacer, 390-42-Ice, Dry, 775-45-Road Maintenance Salt (See Class 192 for Ice Removal Chemicals), 475-73-Rubber, Fabric, and Plastic Goods: Cadaver Bags and Shrouds, Ice Bags, Sheeting, Tubing, Water Bottles, etc., 740-74-Scale Eliminator Devices, Ice Machine, 445-63-Scrapers, Ice and Snow (See Class 765 For Motorized Type), 755-90-Sensors, Road (To detect Ice/Snow on Bridges, etc.), 805-64-Skating Rink and Skater Equipment and Accessories, Ice and Roller, 931-75-Skating Rink Equipment, Roller and Ice, Maintenance and Repair, 988-77-Skating Rink Maintenance and Repair, to Include Resurfacing, Ice, 968-72-Snow and Ice Removal Services, 765-66-Spreaders, Truck Mounted (For Aggregates, Ice Control Materials, Seal Coatings, etc.), 740-88-Water Filters, Ice Machine

Counties [View More Detail ▼](#)

Posting Date 10/15/2020

Closing Date 12/3/2020

Contact Name rfp@sourcewell-mn.gov

Contact Phone (877) 444-1212 #

Contact Email rfp@sourcewell-mn.gov

History [View More Detail ▼](#)

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Attachments

Solicitation Documents

File
Sourcewell Ice rink .docx



Proposal Evaluation
Ice Rink and Arena Equipment with Related Supplies and Services RFP #120320

Possible Points		All American Ice	American Arena	Athletica Sports	Big Hill Services	CIMCO Refrigeration	Climate by Design
Conformance to RFP Requirements	50	43	43	44	36	40	39
Pricing	400	321	334	329	250	333	311
Financial Viability and Marketplace Success	75	64	62	69	51	68	60
Ability to Sell and Deliver Service	100	79	73	82	67	85	75
Marketing Plan	50	45	42	45	30	41	34
Value Added Attributes	75	65	58	65	55	62	60
Warranty	50	43	42	41	36	39	40
Depth and Breadth of Offered Equipment, Products, or Services	200	173	172	179	166	161	144
Total Points	1,000	833	826	854	691	829	763
Rank Order		2	4	1	8	3	6

Possible Points		Northwest Rubber	OmniSport Inc	Resurface Corp	Silkea	Zamboni Company
Conformance to RFP Requirements	50	-	37	35	-	41
Pricing	400	-	283	245	-	337
Financial Viability and Marketplace Success	75	-	52	50	-	61
Ability to Sell and Deliver Service	100	-	69	71	-	83
Marketing Plan	50	-	35	32	-	41
Value Added Attributes	75	-	55	51	-	63
Warranty	50	-	39	39	-	43
Depth and Breadth of Offered Equipment, Products, or Services	200	-	158	137	-	156
Total Points	1,000	-	728	660	-	825
Rank Order			7	9		5

DocuSigned by:

7DDDCEFD8B3D45D...
Greg Grunig, M.S., Procurement Lead Analyst

DocuSigned by:

7F41672C858B4BA...
Craig West, Procurement Analyst

DocuSigned by:

0B0204E40D3E445...
Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:

755BA3F379B5409...
Stephanie Haataja, CPIM, Procurement Analyst

**EXHIBIT B
INSURANCE REQUIREMENTS
(NOT APPLICABLE)**

EXHIBIT C
(THIS PAGE IS INTENTIONALLY LEFT BLANK)

ZAMBONI COMPANY USA, INC.15714 Colorado Ave. Paramount, CA 90723 USA ☎ +1 562 633 0751 📠 +1 562 633 9365 zamboni.com

March 11, 2021

Jose Jimenez
 City of Stockton
 400 E. Main Street
 Stockton, CA 95202



PROPOSAL

“The principal product you have to sell is the ice itself.”

– Frank J. Zamboni

Maintaining an ice surface presents a multitude of challenges. Having efficient and reliable resurfacing equipment should not be one of them. Driven by our founder’s commitment to innovation, we put our product to the test in the harsh environment it will call home. Every feature is deliberately designed to make resurfacing easier and to ensure that the end result is an exceptional sheet of ice. Built by hand. One at a time. The result is an ice resurfacing machine legendary for its quality, durability and superior performance.

MODEL 552AC:

Clean ice. Clean air. Clear choice. Building upon the solid reputation of its predecessor, the Model 552AC features worry-free AC motors and controls, introducing new efficiencies and virtually eliminating associated maintenance. The battery package is easy to access and maintain. Proven and dependable controls built for tough industrial applications. Microprocessor controlled smart chargers deliver long battery life. The Model 552AC provides a low maintenance option for your high maintenance surface.

MODEL 552AC LITHIUM-ION (OPTIONAL):

Zero battery maintenance and lithium-ion power combine for the ultimate upgrade to the world’s most popular electric ice resurfer. Lithium-ion batteries charge quickly between resurfacings, eliminating overnight charging. Sealed zero maintenance batteries are truly emission-free. Charging is controlled by battery management system to optimize charging and balancing. Strong conveyor performance at any speed. Our unrivaled down pressure system ensures that all you leave behind is perfect.

INNOVATION:

Our commitment to constant innovation is an investment in the end product. We apply decades of experience working with facility owners and operators into every decision we make. Automated processes provide a consistent end result and reduce the chance for operator error. Opportunities to retrieve and display data from the machine provide a new tool in rink management. The incremental and continued introduction of new and better technologies to our ice resurfacing machines facilitates savings of time and valuable resources.

ZAMBONI®

QUALITY:

Zamboni sets the standard of quality to which the industry is held. The Zamboni Company holds itself to an even higher standard with ongoing assessment and meticulous quality control, resulting in products which consistently produce the finest sheet of ice even after many years of use. Our rugged four-wheel drive chassis is hand-built using strong all-welded steel tubing. Premium materials and components are used throughout. We continually collaborate with our customers to ensure the products that will ultimately end up in their facility exceed the high expectations of quality associated with our brand.

VALUE:

Zamboni has a well-deserved reputation as the Industry Leader. One which we don't take for granted. Our products have the lowest cost of operation and maintain the highest residual value. A network of Zamboni Authorized Distributors and our own Customer Service teams provide local service and support for our products. In the world of ice, time is money and unreliable equipment can be a show-stopper. Yet another reason that worldwide, more facility operators choose Zamboni for their ice resurfacing needs. Nothing else is even close.

MACHINE SPECIFICATIONS:

Machine specifications are also available online. Please copy the web links below into your browser.

https://zamboni.com/wp-content/uploads/specs/552AC_specs.pdf

https://zamboni.com/wp-content/uploads/specs/552AC_Lithium-ion_specs.pdf

MANUFACTURER'S STATEMENT:

This machine is proudly designed and manufactured in Paramount, California by Zamboni Company USA, Inc., a United States company.

WARRANTY:

Twenty Four (24) months or 2,000 hours, whichever comes first, parts replacement only.

SAFETY STANDARDS:

This machine is engineered to meet or exceed OSHA and ANSI safety labeling requirements. In addition to digital safety information, operating instructions and service manuals being provided with the delivery of the machine, all owners/operators have access to all of these materials online at www.zamboni.com to view and download at any time.

FOR ADDITIONAL INFORMATION:

zamboni.com/options

zamboni.com/machines/model-552ac

zamboni.com/machines/model-552ac-lithium-ion

Zamboni 552AC Proposal

Zamboni 552AC **\$ 124,995.00**

STANDARD EQUIPMENT INCLUDES:

Aluminum Wheels, Guide Wheel, Black Powder Coated Conditioner, Parking Brake,
Conditioner Poly Side Plate, 1 Spare Tire & Wheel

ADDITIONAL EQUIPMENT:

210AH Lithium Ion Battery & Charger	\$ 8,500.00
Board Brush	\$ 5,850.00
Wash Water System w/ Poly Tank	\$ 4,900.00
Water Level Sight Gauge	\$ 280.00
Total of 3 Blades	\$ 260.00

SUBTOTAL	\$ 144,785.00
LESS SOURCEWELL DISCOUNT	\$ 4,343.55
SALES TAX 9%	\$ 12,639.73
TRANSPORTATION	\$ 2,250.00
LESS TRADE IN: ZAMBONI 552	\$ 2,500.00
NET TOTAL	\$ 152,831.18

F.O.B:

Paramount, California USA

TERMS:

Net 30 days.

Shipment 180 days or sooner from receipt of order. Pricing firm for 60 days.

Pricing does not include any applicable sales tax.

THANK YOU:


March 11, 2021

Doug Peters,
Regional Sales Manager

Date

Zamboni Company USA, Inc.

15714 Colorado Ave. Paramount, California 90723 USA
Phone: +1 562 633 0751 Fax: +1 562 633 9365