14

SUBJECT: PIGGYBACK SOURCEWELL CONTRACT #112420 SKATEPARK, BIKE PARK, AND PUMP TRACK SOLUTIONS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

BID #: PSC-0321-23 **OPEN DATE: N/A**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – INITIAL TERM OF FOUR (4) YEARS BEGINNING DECEMBER 21, 2020 THROUGH DECEMBER 28, 2024, WITH ONE YEAR RENEWAL OPTION

AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT

BASIS OF AWARD: PIGGYBACK SOURCEWELL CONTRACT #112420 SKATEPARK, BIKE PARK, AND PUMP TRACK SOLUTIONS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED:** ( ) **OTHER** ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to PIGGYBACK SOURCEWELL CONTRACT #112420 SKATEPARK, BIKE PARK, AND PUMP TRACK SOLUTIONS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES with AMERICAN RAMP COMPANY, INC. for skatepark equipment at Cuba Hunter Park. The requested total expenditure not-to-exceed $386,852.13.

Funding Source: 11101.174103.583052.010508.00000000.00000.0000000, to be executed by formal contract through the Office of General Counsel and process by purchase order(s).

ATTACHMENTS: Recommendation Memo; Vendor Quote; Risk Approval; Sourcewell Contract

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Daryl Joseph, Director of Parks, Recreation and Community Services Department

---

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Daryl Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7919
www.coj.net

ONE CITY. ONE JACKSONVILLE.

February 10, 2023

MEMORANDUM

TO: Dustin Freeman, Chief
Procurement Division

FROM: Jill Enz, Chief
Natural and Marine Resources Division

RE: **Request to Piggyback Sourcewell Contract #112420 with American Ramp Company Inc, for Skatepark, Bike Park, and Pump Track Solutions with Related Equipment for Cuba Hunter- Phase 2 Skate Park**

The Sourcewell Contract #112420 for "Skatepark, Bike Park, and Pump Track Solutions with Related Equipment" was competitively bid and awarded to American Ramp Company, Inc, for the initial term from December 21,2020 to December 28,2024.

The Parks, Recreation and Community Services Department requests approval to piggyback service under the Sourcewell Contract #112420 using American Ramp Company, for skatepark equipment at Cuba Hunter Park. The terms and conditions of the contracts are realized in the scope provided by the distributor.

Total funding for this project will be:
11101.174103.583052.010508.00000.0000000- $386,852.13

The funds will be encumbered by POA.

If you have any questions or if further information is required, please contact Amy Honey 255-7909.

JE/ah

Attachment:
Quote
COI

601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com

WWW.AMERICANRAMPCOMPANY.COM

Quote #	Design #	FOB
Q25404.2	7422	Jacksonville, FL

Item	Obstacle	Height	Width	Length	Pro Series
1	Half Pipe	6.0'	4.0'	36.0'	
2	Half Pipe	6.0'	4.0'	36.0'	
3	Half Pipe	6.0'	4.0'	36.0'	
4	Half Pipe	6.0'	4.0'	36.0'	
5	Half Pipe	6.0'	4.0'	36.0'	
6	Half Pipe	6.0'	4.0'	36.0'	
7	Quarter Pipe	6.0'	4.0'	12.0'	
8	Quarter Pipe	6.0'	4.0'	12.0'	
9	Quarter Pipe	6.0'	4.0'	12.0'	
10	Quarter Pipe Raked	5'-6'	4.0'	12.0'	
11	Quarter Pipe	5.0'	4.0'	12.0'	
12	Quarter Pipe	5.0'	4.0'	12.0'	
13	Quarter Pipe	5.0'	4.0'	12.0'	
14	Quarter Pipe	3.0'	4.0'	10.0'	
15	Quarter Pipe	3.0'	4.0'	10.0'	
16	Pyramid Corner (Radius) 26 Degree	3.0'	2.8'	6.2'	
17	Quarter Pipe	3.0'	4.0'	10.0'	
18	Quarter Pipe	3.0'	4.0'	10.0'	
19	Pyramid Corner (Radius) 26 Degree	3.0'	2.8'	6.2'	
20	Quarter Pipe	3.0'	4.0'	10.0'	
21	Quarter Pipe	3.0'	4.0'	10.0'	
22	Half Pipe Section w/4' Spine	4	4.0'	51.0'	
23	Half Pipe Section w/4' Spine	4	4.0'	51.0'	
24	Half Pipe Section w/4' Spine	4	4.0'	51.0'	
25	Half Pipe Section w/4' Spine	5	4.0'	51.0'	
26	Quarter Pipe	2	4.0'	9.0'	
27	Quarter Pipe	2	4.0'	9.0'	
28	Quarter Pipe	2	4.0'	9.0'	
29	Quarter Pipe	2	4.0'	9.0'	
30	Extra Deck	2	16.0'	12.0'	
31	Planter (2' wide)	3.5	2.0'	16.5'	
32	Bank Ramp (Wedge)	2	4.0'	16.0'	
33	Bank Ramp (Wedge)	2	4.0'	16.0'	
34	Grind Rail, Kinked (Round)	1.5	2"	17.0'	
35	Bank Ramp (Wedge)	2	4.0'	16.0'	
36	Planter (2' wide)	3.5	2.0'	16.5'	
37	Bank Ramp	5	4.0'	15.0'	
38	Bank Ramp	5	4.0'	15.0'	
39	Bank Ramp	5	4.0'	15.0'	
40	Pyramid Corner (Bank Ramp) 90 Degree	5	10.8'	10.8'	
41	Bank Ramp	5	4.0'	11.0'	
42	Bank Ramp	5	4.0'	15.0'	
43	Bank Ramp w/ Kicker	5	4.0'	15.0'	

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44	Bank Ramp w/ Kicker	5	4.0'	15.0'	
45	Bank Ramp	4	4.0'	15.0'	
46	Bank Ramp	4	4.0'	15.0'	
47	Bank Ramp	4	4.0'	15.0'	
	Subtotal				$357,636.70
	Sourcewell Discount				-$25,034.57
	Demolition of existing equipment				$34,750.00
	Pad Cleanup				$15,000.00
	TOTAL				**$382,352,13**

Notes:

- If your project is subject to prevailing wage, bonding requirements, or sales tax, call for revised quote.

Sourcewell
Awarded Contract
Contract # 112420-ARC

Purchase through our competitively bid government Sourcewell contract.

WE LOOK FORWARD TO BUILDING YOU A GREAT SKATE PARK!

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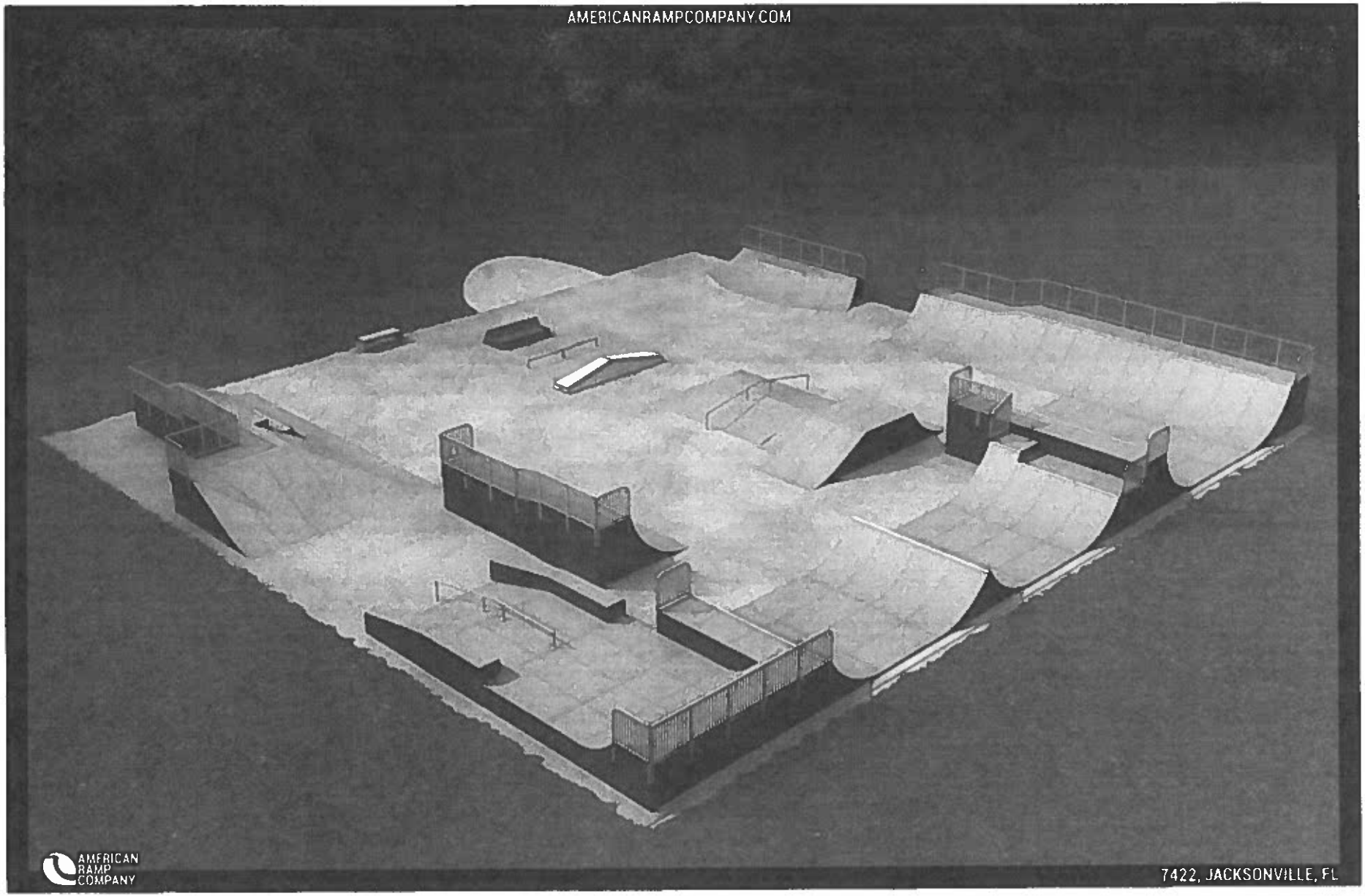

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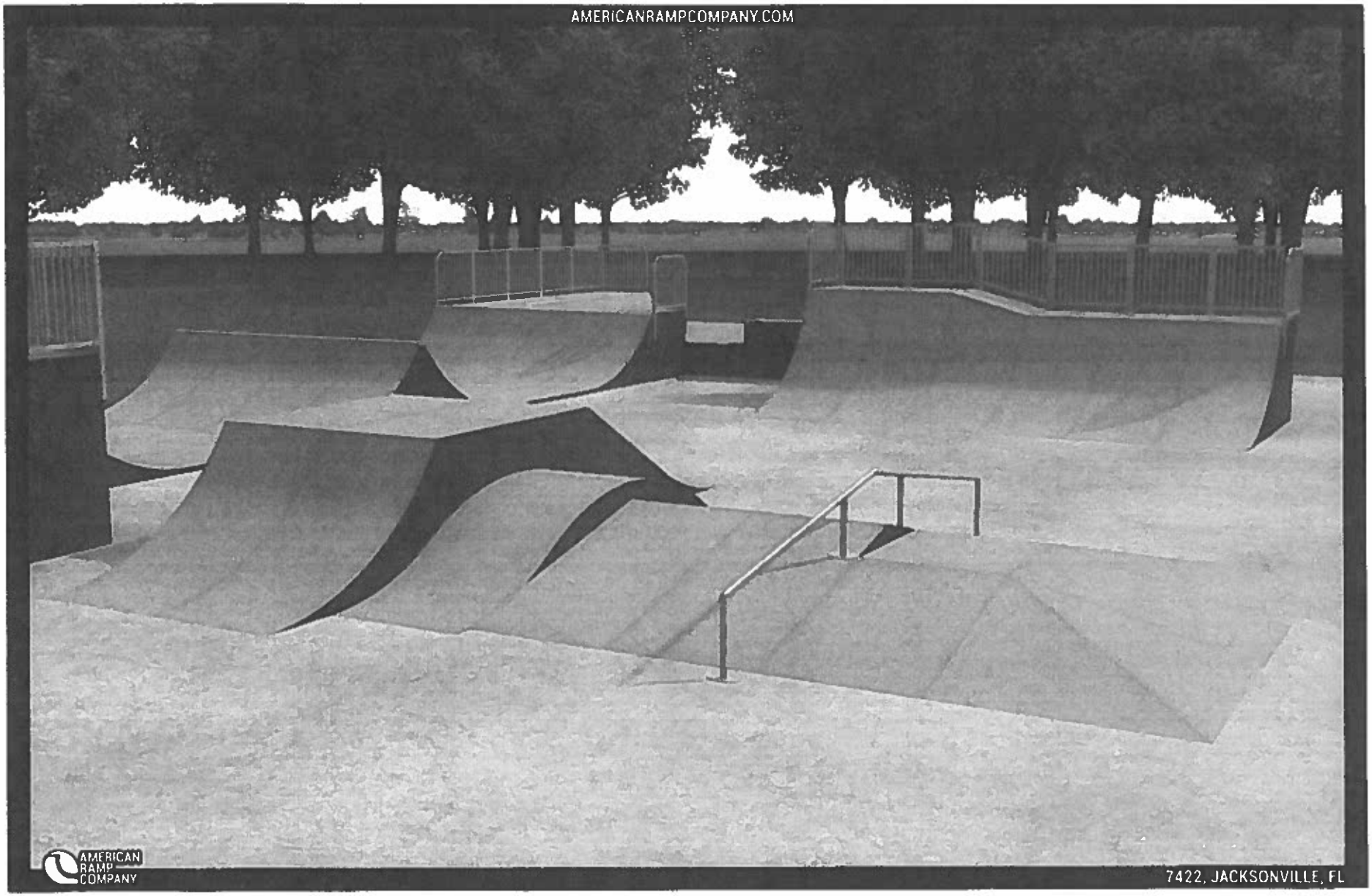

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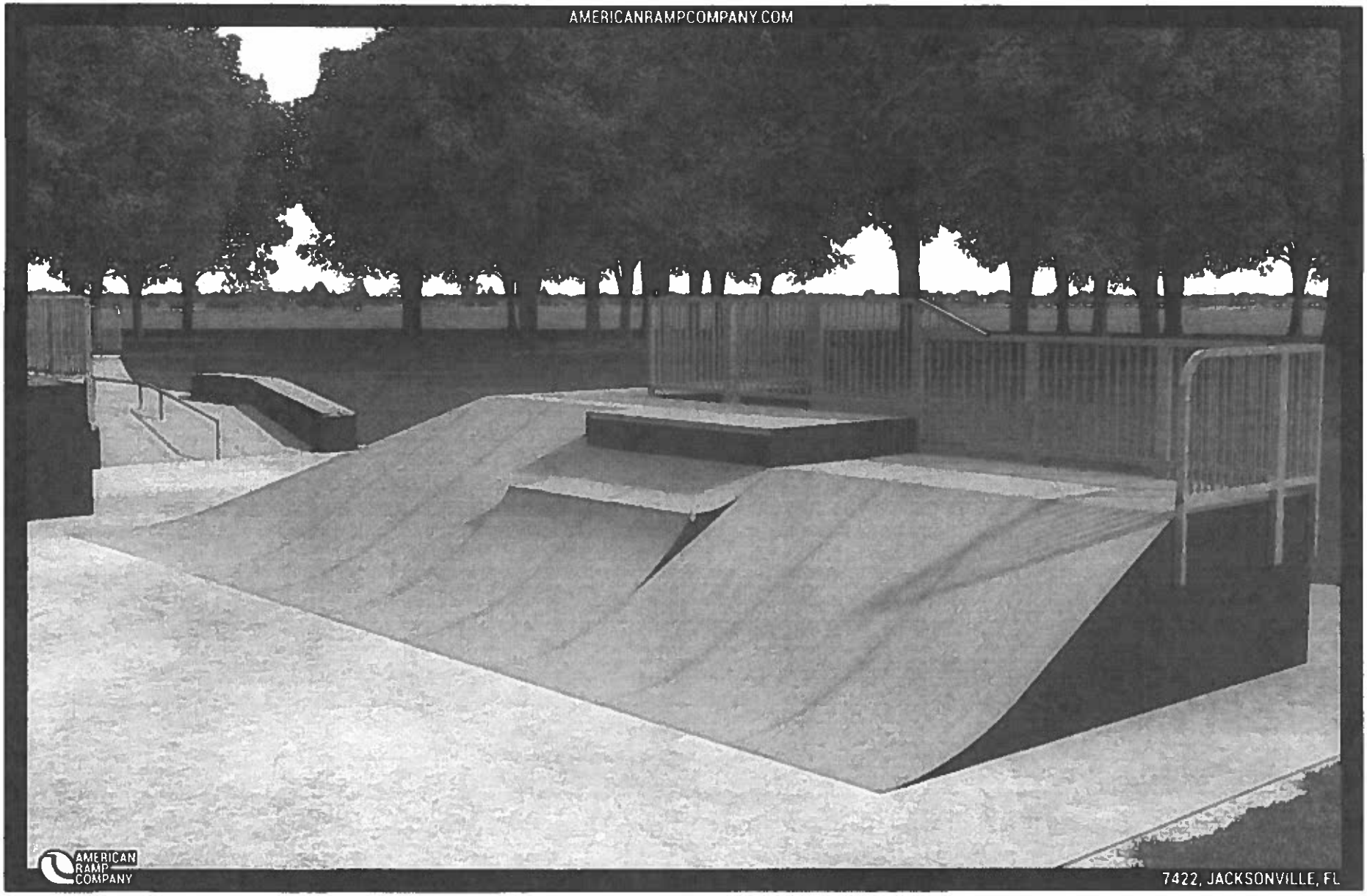

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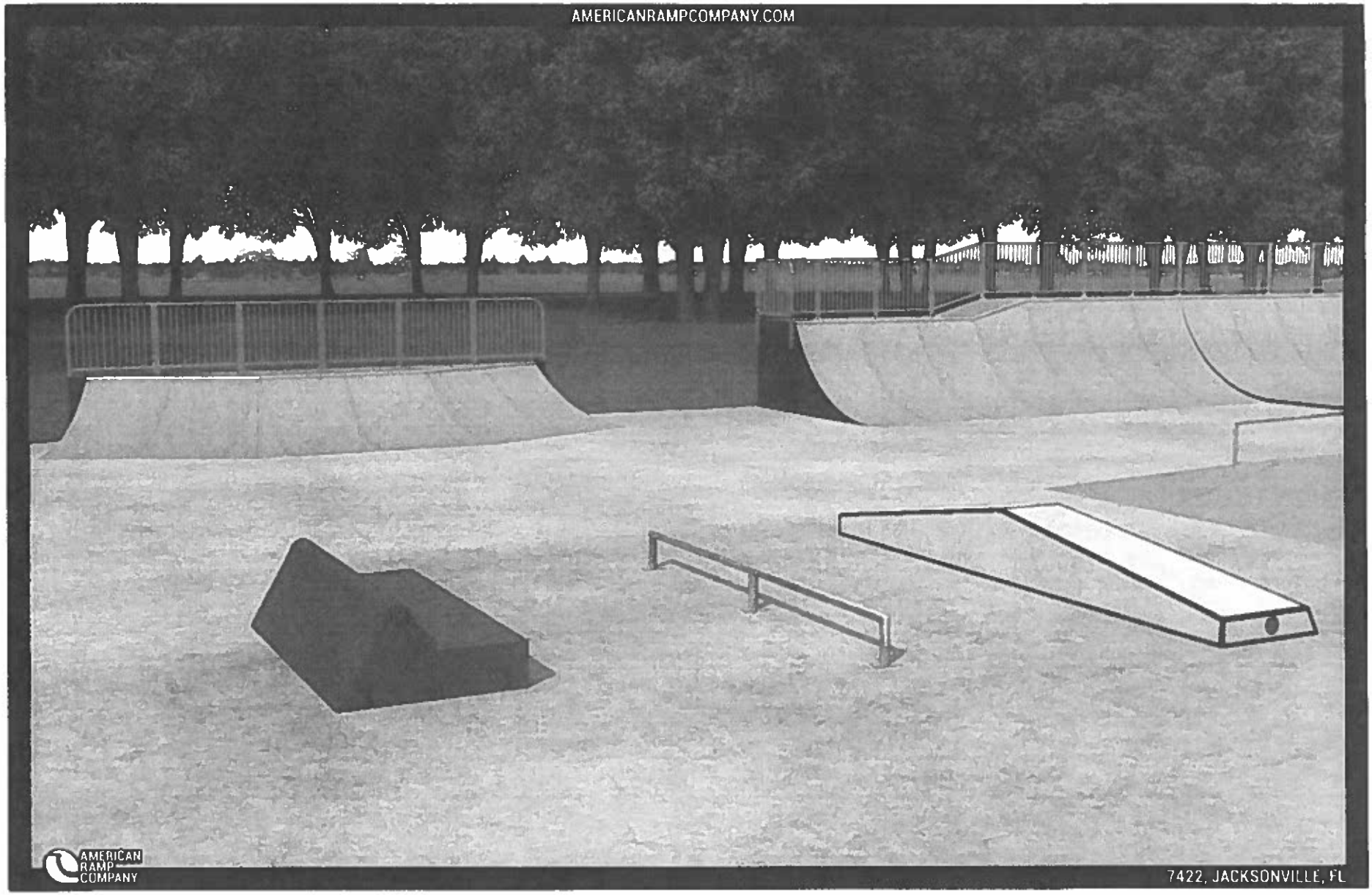

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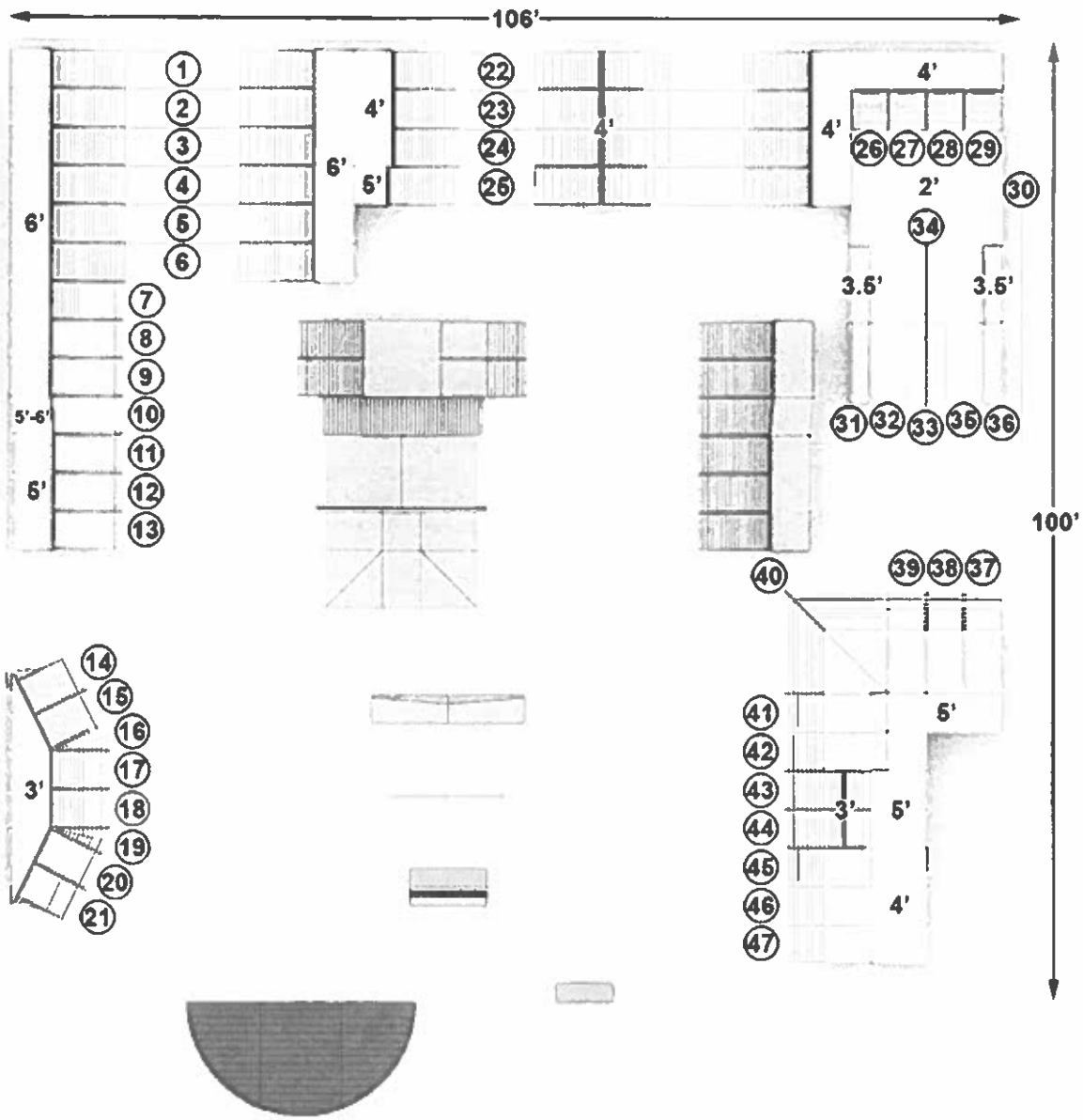

*Note – Existing equipment is shown in red.

CLICK HERE TO VIEW DESIGN RENDERINGS

WWW.AMERICANRAMPCOMPANY.COM

601 McKinley
Joplin, MO 64801
Tel: (417) 206-6816
Toll Free: (800) 949-2024
Fax: (417) 206-6888
sales@americanrampcompany.com

DRAWN BY	Chuck Dodge
DATE	7/8/21
REP. AGENCY	
American Ramp Company	
REP. NAME	
Alec Belden	
REP. PHONE	
(800) 949-2024	

CUSTOMER APPROVAL	DATE
PARK ENCLOSED?	Yes
PRO SERIES	✓
X SERIES	-
STEALTH SERIES	-
STEALTH CLASSIC SERIES	-

PROJECT NAME
Cuba Hunter Skate Park

DESIGN NO.	7422

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Parks, Recreation & Community Services
Job Scope / Specifications

	Admin Award Request		Informal Quote Request ITQ
	Agreement Amendment Request		New Low Bid Request ITB
	CIP Construction Services		Request for Proposal RFP
	Contract Purchase Agreement	X	Piggyback Request
	Direct Material Purchase		Single Source
	Emergency Request		Federal Funded [i.e. CDBG]
	Close a PO/BO		Change Order on PO listed

POA:

Date: 1/27/23

Recommended Vendor: American Ramp Company

Address:

City/State/Zip:

Quote Attached: Yes

FY23 CDBG - Cuba Hunter Skatepark

POETA	Project#	Task#	Expenditure Type	Expenditure Organization	Contract#	Funding Source
	010508	1	583052	NBCD	32124-381910	Housing Services - Housing & Urban Development

1Cloud Funding	Fund	Center	Account	Project	Activity	Interfund	Future
	11101	174103	583052	010508	00000000	00000	0000000

Description of Item / Or Invoice #	QTY	UNIT	UNIT $	AMOUNT
Project is located at: **Cuba Hunter Park**, 54380 Bedford Rd., Jacksonville, FL 32207				
Contractor to provide material / labor / equipment / transportation / taxes to: Demolition of Phases 1 & 2 and installation of Phase 2 of skate park.				
Phase 2 - Skate Park Structures to include: Half pipes, quarter pipes, bank ramps, pyramid corners, extra decks, and planters	1	Job	$332,602.13	$ 332,602.13
Demolition of existing equipment (Phases 1 & 2)	1	Job	$39,250.00	$ 39,250.00
Pad Cleanup to include: Skatepark pad touch up, grind down anchors, grind down rough spots, fill any major cracks, and remove any skate hazards to make the pad skate friendly.	1	Job	$15,000.00	$ 15,000.00

Note: All questions/clarifications about the scope must be submitted at least 3 days prior to the bid closing. No questions will be answered 2 days prior to bid close to allow the Project Manager time to respond. Contractor will be responsible for all site clean-up and removal of all debris everyday while installation/work is being completed. Contractor will not be allowed to store any materials/supplies or equipment on site during this project completion. Contractor is responsible for all broken walkways, irrigation, water or electrical lines that they may damage during the installation of the project. Any spoil piles shall not be left on site. Project completion shall be verified by the project manager prior to payment. All projects and work shall be compliant with local building codes and with the Americans with Disabilities Act compliance regulations. This project shall be completed within 30 days after receiving the official PO notification from the City of Jacksonville. All projects will be reviewed by COJ Project Manager(s) to ensure adherence to scope. All measurements shall be field verified by the Contractor before bidding on the project.

Contact: Becca Leon, 904-255-7923 upon receipt of purchase order				
Total Amount of Order				**$ 386,852.13**
Ship to: N/A				

Requested By:	Becca Leon	Requested For:	Becca Leon
Approved:		Date:	2/6/23

Daryl T. Joseph, Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/27/2023

APPROVED
By Itzel Ehrman at 10:58 am, Feb 07, 2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Jeffrey Rendel (AJG)
c/o Arthur J. Gallagher Risk Management Service
250 Tequesta Drive
Tequesta, FL 33469

CONTACT NAME:
PHONE (A/C, No, Ext): (561) 746-5027 FAX (A/C, No):
E-MAIL ADDRESS: ggb.tequesta.certs@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich-American Insurance Company	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
G&A Outsourcing, LLC dba: G&A Partners Alt. Emp: American Ramp Company
17220 Katy Freeway Suite 350
Houston, TX 77094

COVERAGES **CERTIFICATE NUMBER:** 22TX0381114684 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC 16-90-372-02	02/23/2022	03/01/2023	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
				Location Coverage Period:	07/01/2022	03/01/2023	**Client#** 010884-MO	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
American Ramp Company
601 McKinley Ave
Joplin, MO 64801

Project: Skate Park

Endorsements: Waiver of Subrogation

CERTIFICATE HOLDER

The City of Jacksonville its members, officials, officer, employees and agents as applies to Workers Compensation
117 W Duval Street Suite 335
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

IN FAVOR OF:

The City of Jacksonville its members, officials, officer, employees and agents ✓
as applies to Workers Compensation
117 W Duval Street Suite 335
Jacksonville, FL 32202

WORK PERFORMED BY CO-EMPLOYEES OF:

American Ramp Company
601 McKinley Ave
Joplin, MO 64801

ON THE FOLLOWING PROJECT:

Project: Skate Park

FEE FOR THIS WAIVER IS:

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 07/01/2022 Policy No: WC 16-90-372-02 Endorsement No:

Insured: G&A Outsourcing, LLC dba: G&A Partners Alt. Emp: American Ramp Company Premium: $

Insurance Company: Zurich-American Insurance Company Countersigned By:

Authorized Representative

Copyright 1983 National Council on Compensation Insurance.

AMERRAM-04 DONEY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

APPROVED
By Itzel Ehrman at 12:09 pm, Jan 17, 2023

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Insurancenter
2901 Arizona Ave
Joplin, MO 64804

CONTACT NAME: Dawn Oney
PHONE (A/C, No, Ext): (417) 623-7500 FAX (A/C, No):
E-MAIL ADDRESS: doney@theinsurancenter.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gemini Ins Company	10833
INSURER B : CINCINNATI INSURANCE COMPANY	10677
INSURER C : Axis Surplus Insurance Company	26620
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
American Ramp Company
601 McKinley Ave
Joplin, MO 64801

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $	1,000,000
	CLAIMS-MADE X OCCUR	X	X	VMGP004575	5/22/2022	5/22/2023	DAMAGE TO RENTED PREMISES (Ea occurrence) $	100,000
							MED EXP (Any one person) $	5,000
							PERSONAL & ADV INJURY $	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG $	2,000,000
	OTHER:						$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $	1,000,000
	X ANY AUTO	X	X	EBA0578745	5/22/2022	5/22/2023	BODILY INJURY (Per person) $	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $	
							$	
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE $	4,000,000
	X EXCESS LIAB CLAIMS-MADE			P00100035789103	5/22/2022	5/22/2023	AGGREGATE $	4,000,000
	DED X RETENTION $ 0						P/CO Aggregate $	4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT $	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $	
							E.L. DISEASE - POLICY LIMIT $	
A	Professional Liab		X	VIPL055234	1/14/2023	1/14/2024	Each Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Sourcewell Contract - 112420-ARC - Skate Park project

CG2010 (1219); CG2037 (1219); VE0973 (0420); CG2404 (1219); AA288 (0620); IA4087 (0917); VP0963 (0819);

Professional Liability - Covered Professional Services: Design Services - Retro Date for Professional Liability Limits of $ 2,000,000. Each Claim/Aggregate is 4.15.21

CERTIFICATE HOLDER

City of Jacksonville, its members, officials, officers, employees and agents
117 W. Duval Street, Suite 335
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Dawn Oney

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

SCHEDULE

Name and mailing address of person(s) or organization(s):

CITY OF JACKSONVILLE
117 W DUVAL ST STE 335
JACKSONVILLE, FL 32202-3381

Number of days notice (other than nonpayment of premium): 30

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name Of Additional Insured Person(s) Or Organization(s)	**Location(s) Of Covered Operations**
1. Any person or organization when you and such person or organization have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal injury and advertising injury", that such person or organization be added as an additional insured on your policy; and 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. Above.	1. All locations for which you and any person or organization have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal injury and advertising injury", that such person or organization be added as an additional insured on your policy; and 2. All locations for which you and any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. Above.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name Of Additional Insured Person(s) Or Organization(s)	**Location And Description Of Completed Operations**
1. Any person or organization when you and such person or organization have agreed in writing in a contract prior to an occurrence that causes "bodily injury", "property damage" or "personal injury and advertising injury", that such person or organization be added as additional insured on your policy; and 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. Above.	1. All locations for which you and any person or organization have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal injury and advertising injury", that such person or organization be added as an additional insured on your policy; and 2. All locations for which you and any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. Above.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule
Name Of Person(s) Or Organization(s): Any person or organization when you and such person or organization have agreed in writing in a contract, prior to an a occurrence that causes, "bodily injury", property damage" or "personal injury and advertising injury", that you would provide such person or organization a waiver if transfer of right or recovery against other to us on your policy and 2. Any other person or organization you would provide a waiver of transfer of right of recovery against others to us on your policy under the contract or agreement described in Paragraph 1. Above.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy, but only if:

(1) The additional insured is a Named Insured under such other Commercial General Liability insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other Commercial General Liability insurance available to the additional insured.

Coverage granted to an additional insured remains subject to all terms, conditions, limitations, and exclusions set forth in the endorsement form that conferred the additional insured status. In the event of conflict between this endorsement and an endorsement conferring additional insured status, then the endorsement conferring additional insured status shall govern the scope of coverage available to the additional insured.

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

   a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

   b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

   a. Necessary and actual expenses incurred; or

   b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

   a. The most we will pay for "loss" in any one "accident" is the greater of:

      (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

         (a) Overdue lease or loan payments;

         (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

         (c) Security deposits not refunded by the lessor;

         (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

         (e) Carry-over balances from previous loans or leases, or

      (2) Actual cash value of the stolen or damaged property.

   b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

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2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

   c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

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Policy Number: VIPL055234 **VP 09 63 08 19**
Insured Name: Schubemo Holdings, Inc
Number 14 **Effective Date: 01/14/2023**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

Professional Liability Coverage Part

Section **IX. GENERAL CONDITIONS**, paragraph **G. SUBROGATION** shall not apply to the entities listed below for **Claims** arising out of **Wrongful Acts** of an **Insured.**

Any person or organization you have agreed in a written and executed contract, prior to a **Claim**, that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.

All other terms and conditions of this Policy remain unchanged.

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DocuSign Envelope ID: D3593EA5-8774-4407-B789-435564B71BFC

Sourcewell

Solicitation Number: #112420

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and American Ramp Company, Inc., 601 S. McKinley Avenue, Joplin, MO 64801 (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 Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, 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 December 28, 2024, 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.

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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.

Sourcewell 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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell 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 Entitles 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 theTrademark(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.

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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. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *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 Sourcewell 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 Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell 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 Sourcewell 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.

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§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 12/21/2020 | 6:39 AM CST

American Ramp Company, Inc.

DocuSigned by:
By: Heather Ogden
1EE609FC26EF45C...
Heather Ogden
Title: Senior Project Manager

Date: 12/18/2020 | 12:21 PM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 12/21/2020 | 7:45 AM CST

RFP 112420 - Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	AMERICAN RAMP COMPANY INC
Does your company conduct business under any other name? If yes, please state:	Progressive Bike Ramps
Address:	601 S. McKinley Avenue Joplin, MO 64801
Contact:	Heather Ogden
Email:	heather@americanrampcompany.com
Phone:	417-206-6816
Fax:	417-206-6816
HST#:	35-2353308

Submission Details

Created On:	Tuesday November 17, 2020 16:21:59
Submitted On:	Tuesday November 24, 2020 15:51:23
Submitted By:	Heather Ogden
Email:	heather@americanrampcompany.com
Transaction #:	089feccc-a745-487f-bbcb-fdebd078f1ed
Submitter's IP Address:	69.92.90.122

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):	American Ramp Company, Inc.	*
2	Proposer Address:	601 S. McKinley Avenue Joplin, MO 64801	*
3	Proposer website address:	www.americanrampcompany.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):	Heather Ogden Senior Project Manager heather@americanrampcompany.com (417) 206-6816	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Heather Ogden Senior Project Manager heather@americanrampcompany.com (417) 206-6816	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jonathon Hunter Vice President john@americanrampcompany.com (417) 206-6816	

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.	American Ramp Company is the premier global action sports development company. Serving municipalities, camps, and private individuals throughout the world with turnkey design, manufacturing and construction services. At American Ramp Company we strive to provide excellent customer service, quality equipment and products to our valued customers. American Ramp Company is the result of one skateboarder's dream to do what he loved. The son of missionaries growing up in a remote part of Southeast Asia, ARC founder and president, Nathan Bemo was always looking for a place to skateboard, and if he could not find a place, he made a place. Starting American Ramp Company out of his garage 23 years ago, it is Nathans passion for skateboard and action sports that has positioned ARC as a world class designer and builder of action sports facilities. To this day, Nathan is very active in our design department simply because he loves designing obstacles and park layouts that skaters and bikers want to ride. ARC is the only action sports contractor in the world that offers every skate and bike park build method. This puts ARC in a unique position to approach our customers as experts with solutions and not as a salesperson that only has one agenda to push. Our belief is that every community has users who are drawn to individual focused action sports over team sports. It is our mission to be a resource to any community who makes a commitment to invest in safe and fun infrastructure for skaters and bikers. For more than 20 years, we have built and maintained constant focus on enriching the life of all end users of our parks by providing high end parks that entire families can enjoy together. We employ the most talented and qualified individuals in the business who are each dedicated to producing the absolute best product for our customers. At American Ramp Company we are a family. We believe that communities need challenging and safe places to gather and recreate. Our passion is focused on action sports as designers, builders and participants. Getting people outside and active on a consistent basis changes lives, and changing lives helps to change the world.	*
8	What are your company's expectations in the event of an award?	American Ramp Company has held a Sourcewell contract for several years and our goal has always been to develop relationships with new and existing Sourcewell customers. We will continue to utilize Sourcewell as our primary procurement vehicle. We will continue to encourage non-members to join Sourcewell and purchase direct utilizing the Sourcewell contract if awarded. We have a dedicated manager to oversee our Sourcewell contract who has familiarized themselves with every aspect of the Sourcewell contract and is available to assist our sales team in the event that our customers have any questions regarding purchasing direct using Sourcewell. ARC is very comfortable with Sourcewell and are confident that it is the best option to serve our customers.	*
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.	Please review the attached confidential financial statements demonstrating our strength and stability. Also attached you will find a letter of credit from our financial institution, a letter from our bonding agent regarding our bonding capacity, as well as a variety of reference letters from some of our customers. Note: The financial statements submitted are intended only for the submittal of this bid and is confidential material that is NOT for public viewing	*
10	What is your US market share for the solutions that you are proposing?	Because we offer a variety of products and solutions across the Action Sports landscape our market share varies within each segment. For skatepark design and construction we would consider ourselves to hold the largest share of the market for all of the various construction methods and that share would make up roughly 15% of the entire US skatepark market. When it comes to Pumptrack we hold over 50% of the market for hard surface Pumptrack and over 75% of the modular pumptrack market. This 75% market share also extends to manufactured bike park equipment.	*
11	What is your Canadian market share for the solutions that you are proposing?	Our Canadian market share for manufactured skatepark equipment equals well over 50% of the market. We also have over 50% of the modular pumptrack market and around 25% of the built-on site hard surface pumptrack market share.	*
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?	American Ramp Company would be best described as a manufacturer and service provider. ARC employs a captive sales force with fourteen factory direct sales people whose sole focus is toward the sale of ARC products and services. Our Action Sports Sales Specialists cover the entire US and Canada collectively by normally spending 50% of their time meeting customers face to face. ARC also has a department of business development specialists who spend 100% of their time developing new relationships by researching projects and calling potential customers and qualifying them for our sales force.
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.	American Ramp Company maintains all necessary certifications required to do business in all 50 states in the U.S, as well as Canada. ARC holds several contractor's licenses throughout the US as required and ensures that all subcontractors involved on our projects have proper licensing and comply with local and state laws regarding their registrations or licenses. American Ramp Company is also an approved vendor and holds local business' licenses in many cities in US and Canada as required as well.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable

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	*Griffin Bike Park, Terre Haute, IN – 2017 NRPA National Facility or Park Design Award *Festival Fields Park, Avondale, AZ – 2020 APRA Outstanding Facility of the Year for Population 10,001-100,000 Award *Lake Cunningham Bike Park, San Jose, CA – 2018 American Public Works Association Project of the Year *Sedona Bike Skills Park, Sedona, AZ – 2019 APRA Outstanding Facility for Populations under 10,000 Award *Mansel Carter Oasis Park, Queen Creek, AZ – 2019 APRA Outstanding Facility for Populations 10,001-100,000 Award *Ronald Reagan Sports Park, Temecula, CA – 2020 APWA/IE Small Project of the Year Award *Featured in Several Parks and Recreation Magazines as well as industry related magazines	*
17	What percentage of your sales are to the governmental sector in the past three years	85% of sales are with government entities generally including state county and municipal agencies as well as a variety of parks commissions. Roughly 5% of our business is with the federal government and about 10% private	*
18	What percentage of your sales are to the education sector in the past three years	12. Historically less than 1% of our sales are in the public education sector. With the increase in school sponsored cycling teams we are beginning to see a demand emerge for bike focused infrastructure on school property. In mid-2020 we kicked off a campaign to develop sales channels for schools with our bike focused products.	*
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?	Buy Board – Contract No. 592-19 Sales: 2020 through 10/31/2020: $110,882.39 2019: $0.00 2018: $70,110.18 2017: $0.00 PA Costars – Contract No. 014-002 Sales: 2020 through 10/31/2020: $0.00 2019: $0.00 2018: $0.00 2017: $0.00 State of New Jersey Purchasing Contract – Contract No. 16-FLEET-00129 Sales: 2020 through 10/31/2020: $0.00 2019: $0.00 2018: $0.00 2017: $194,044.06 Sourcewell – Contract No. 030117-ARC Sales: 2020 through 10/31/2020: $1,591,033.15 2019: $870,472.71 2018: $ 2,550,829.90 2017: $1,634,285.65 CMAS – Contract No. 4-19-78-0034B No project performed under CMAS Contract at time of bid	*
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?	GSA Contract No. GS-03F-064GA 2020 through 10/31/2020: $0.00 2019: $147,000.00 2018: $127,400.00 2017: $0.00	*

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 Norman Parks and Recreation Department	James Briggs, Park Planner II	405-366-5480	*
City of Salina Parks and Recreation Department	Chris Cotten, Director	309-212-4796	*
City of Newtown Parks and Recreation Department	Amy Mangold, Director	203-270-4342	*
NYC Parks	Martin Maher, Brooklyn Commissioner	718-965-8920	
City of Fort Atkinson Parks and Recreation Department	Scott Lastusky, Former Director	920-988-9007	

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 *	
City of Norman	Government	Oklahoma - OK	*Bike Park Design *Custom Built Bike Park with Trails and PBR Equipment *Skatepark Design *Custom onsite construction of concrete/shotcrete skatepark that included a custom hyprid half pipe. *Custom Rockwork and Paved trails around Blake Baldwin Skatepark *Custom Sign for Blake Baldwin Skatepark	2018: $237,232.70 2019: $ 985,620.00 2020: $ 3,500.00	$1,226,352.70	*
City of Rogers	Government	Arkansas - AR	*Bike Park and Asphalt Pump Track Design *Custom Asphalt Pump Track Construction *Manufacture and Installation of PBR Features in Bike Park *Trail Construction	2020: $626,000.00 2020: $85,000.00 2020: $16,500.00	$ 727,500.00	*
City of Las Vegas	Government	Nevada - NV	*Asphalt Pump Track Design and CD's *Asphalt Pump Track Construction *Design, Manufacturing and Installation of three Pro Series Skateparks	2019: $18,200.00 2020: $201,788.00 2020: $490,000.00	$ 709,988.00	*
City of Reno	Government	Nevada - NV	*Design and CD's of Skatepark * Stamped Construction Documents *Pre-cast Skatepark Manufacture and Installation *Manufacture of PBR Features for Bike Park	2017: $5,000.00 2017: $15,000.00 2017: $ 219,344.53 2017: $4,900.00 2018: $266,153.23 2019: $11,721.88	$522,119.64	*
Miami Parking Authority	Non-Profit	Florida - FL	*Design, CD's and Construction of custom concrete/skatepark located under I-5 Freeway	2019: $ 1,100,000.00	$1,100,000.00	*

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.	American Ramp Company can assist our customers through every level of park development all within our own in-house team members. ARC employs a captive sales team which is structured to operate within designated regions. Currently, we have the following in house sales staff members: • Two In-house Sales Representatives for East Coast • Two In-house Sales Representatives for Central Region • Three In-house Sales Representatives for West Coast • Three In-house Sales Representatives for Canada • Three In-house Sales Representatives for International • One In-house Sales Representative for Maintenance Products • Two In-house Business Development Team Members At the sales level our team is actively working with over 3,000 individual clients who are at different stages of project development. We normally attend every state's park and recreation conference and tradeshow to make ourselves available to our current customers and to develop new relationships. This past year that has proven difficult, so we have attended the ones we are able to attend and have had hundreds of meetings with our clients virtually. On a normal basis our sales team spend approximately 50% of their time on the road meeting with our clients to advance the progress of their projects.
24	Dealer network or other distribution methods.	We have non-exclusive relationships with many dealers who have customers that are interest in our services and products. Our dealers will ask that we assist them in providing action sports solutions to their customers since those recreation segments are outside of their depth. Most of these dealer relationships are with Play Power dealers and reps which make the Sourcewell conversation very clean since they too carry a Sourcewell contract. Sales through these dealer relationships represent less than 5% of our total sales as most of our projects are worked factory direct through our captive sales force.
25	Service force.	Customer service and warranty service is all handled completely in our office by our customer support and installation staff. The parks and recreation market is a very connected one so we understand the importance of customer experience and want to control every aspect of that directly. We have more than 30 trained equipment installers, onsite construction crew members and maintenance staff to be able to deliver the highest quality parks to any customer. Our dedicated maintenance staff has the ability to handle warranty claims and provide ongoing maintenance options to our customers on a very quick turnaround because it is all handled directly from our corporate headquarters.
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.	While we are working on a project, we assign a Project Manager that is directly responsible for continuing communication on a regular basis with the customer. We strive to make sure that we are providing them with whatever they need to continue success while moving to completion of their project. We have recently implemented the use of Buildertrend Software that allows us to give the customer access to daily reports, photographs, weather reports, schedule and many other items to ensure they are constantly informed of what is happening on their project. Once a project is completed we take a proactive approach to the customer and project installation by contacting them at least twice a year to check in and make sure that everything is going well and that they are happy with the work that we did. This approach serves two purposes, customer satisfaction, but also helps ARC maintain relationships for future work with our clients.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	American Ramp Company has been actively utilizing a Sourcewell contract for more about 10 years. Throughout that time, we have served clients in 35 states with sales over Ten million since our contract was originally awarded. We have made it our goal to double that figure over the next contract life and reach more than Twenty Million in the next four years. ARC believes that Sourcewell purchasing vehicle for the customers we serve which is why we actively promote our Sourcewell with all new and existing customers and display that we hold a current Sourcewell contract at all of tradeshows we attend in the United States and Canada.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our Canadian sales team has been excited about the headway that Sourcewell has been making towards the use of the contract in the Canadian market. We have an office in Ontario with Canadian sales and installation team members. Our team is willing to help the contract propagate in Canada and educate all of the customers and contacts that we have on the value of using the Sourcewell contract.
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 the United States or Canada that American Ramp Company will not fully be able to serve through our Sourcewell contract.

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?	N/A - We will fully service Sourcewell members in every sector.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There would be no restrictions. We have served customers in Hawaii, Alaska and US Territories throughout our history. We also serve Canadian customers located in remote regions, military bases, International municipalities, and dealers located anywhere in the world. Shipping terms and costs may vary based on locations. We will provide a quote for freight and delivery time at the time of estimate to the customer.	*

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.	Every project quote that we send out will have verbiage encouraging that the purchase is made through the Sourcewell contract. We will have information and links on our customer facing digital marketing materials like our website as well as include that we hold a Sourcewell contract on industry publications. Often, we do continuing education sessions and lunch and learns where we include information about procurement and specifically how using Sourcewell is the most efficient method for project procurement. We have attached some examples of marketing material as well as tradeshow handouts and catalogs that show that we carry a Sourcewell contract.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	American Ramp Company uses technology and digital data to enhance marketing effectiveness in the following ways: Website: Our dedicated marketing team works to ensure that our website remains up to date and relevant to customer needs. We analyze what the customers in our industry are searching for and use data and metadata to steer our messaging both in content and delivery method. Social Media: American Ramp Company is currently on Facebook, Instagram and You Tube. Our goal on these platforms is to provide our customers with information on our current parks that will add value in seeing where we are building and what our finished products look like. Social media is also a fun and interesting way to share with others the joy that the end users are being provided because of the different products and services we bring to communities. E-Blast: American Ramp Company frequently sends out E-blasts to all surrounding customers when we have a new park opening, are attending a local tradeshow, introducing a new product, and many other reasons. We feel that E-blasts are a successful email marketing tool that can raise awareness of our business and products to keep us on the minds of existing and potential customers.	*
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?	We anticipate that Sourcewell will continue to play a strong role in ensuring their members are aware of American Ramp Company's awarded contract and will navigate members to our Sourcewell Awarded Vendor page which will provide them all of the details on our contract award and contact information. Sourcewell has already played a very active role in promoting our previous contracts by assisting our sales division on conference calls to help explain the many benefits and ease of contracting through Sourcewell. They have been very active in helping our sales force answer any questions that our customers who haven't become members of Sourcewell that they may have which makes it much more successful in getting them to become new Sourcewell members. We have already integrated Sourcewell into our sales process by developing a marketing strategy that promotes our contract among members. We will continue to encourage Sourcewell members and nonmembers the advantages of purchasing through Sourcewell in an effort to save them valuable time and money.	*
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.	American Ramp Company does not offer online sales through our website because of the nature of the products and services we provide. Most of our products and services require initial legwork including design which would not be effectively performed through online ordering services. We work with our customers and their communities to develop designs and then supply them with the best possible end product based on the feedback from the customer and their end users. However, we work with our customers in any way needed to make the procurement process meet their needs. We offer procurement through many various forms including purchase orders, credit cards and P-Cards. Because we work with many government entities, all these forms of procurement are very common to us. There is no additional cost to Sourcewell members for using this process.	*

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.	At the time of project installation, we offer an opportunity for our customer to have staff trained on equipment maintenance by our installation crew lead. This is a service that we provide at no extra cost to the customer.	*
37	Describe any technological advances that your proposed products or services offer.	Our design and engineering team work to stay of the cutting edge of the action sports industry when it comes to the development of new products and facilities. We also look for ways to integrate technology and multimedia into the park experience. For example, we have developed the ability for a facility user to access a "How to use this equipment" video while at the park by scanning a QR code on interpretive signage.	*
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.	At American Ramp Company we take pride in our commitment to providing the highest quality projects possible. As a leader in the action sports industry we recognize that it is our responsibility to set an example as an environmentally conscientious company. We have invested considerable time and resources identifying aspects of our business that we can alter in order to maximize our customer satisfaction while minimizing our environmental impact. American Ramp Company has always looked for ways to decrease our carbon footprint. We hold firm to the belief that focusing on building the highest quality, longest lasting skateparks will insure minimum environmental impact. By building skateparks right the first time we guarantee resources are not needlessly being used to replace or repair. Our industry did not have baseline environmental standards and for that reason we took the lead to develop initiatives and with one other skatepark company founded Green Skate. As one of the founding members of Green Skate we have adopted a policy to evaluate environmental impact of every decision we make. Green Skate is an initiative set forth to create baseline standards for sustainability in the production of skateparks. Below are a few of the critical objectives of Green Skate. Green Skate Initiatives • Use recycled and recyclable productions – Utilize resources that are recyclable and/or composed of recycled materials • Practice Lean Manufacturing – Identify any areas of waste and excess. Maximize efficiency and accuracy of work force, energy and materials. Manufacture equipment when ordered so energy and materials are not being wasted on inventory storage. • Seek Environmentally Sensitive Partners and Suppliers – Team up with vendors and business partners that are taking their own steps to protect our environment and natural resources. We seek out vendors and suppliers that are operationally proximal to avoid trucking raw materials over a long distance. • Employee Culture – Encourage employees to constantly evaluate their work processes and identify areas that can be improved to increase efficiency and environmental sustainability. ARC also employs LEED Accredited individuals that help keep focus on environmental sustainability within the company.	*
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.	While American Ramp Company does not hold any third-party issued eco-labels, ratings or certifications, all of the steel used in our products are recycled steel. We also utilize recycled concrete when possible as base and fill material in our onsite parks and work with various suppliers of surfacing that utilizes recycled material. American Ramp Company has also recently used Basalt rebar in place of traditional steel rebar on a project that we completed this past year and are looking into utilizing this product more in the future.	*
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.	American Ramp Company is identified as a Small Business Entity (SBE) and does currently hold a State of Missouri Minority Owned Business Enterprise certificate. Please see a copy of this certificate attached to this response.	*

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?	American Ramp Company offers turn-key solutions to its customers. Being the only true one stop shop for the Action Sports segment of the recreation industry, we are able to serve our customers at every level of any project. This assistance spans all areas of project development including fundraising, community awareness, and project development. Any time a customer contacts our office during normal business hours someone will answer the phone. Every staff member that answers our phones during the course of the day are trained on asking the proper questions to ensure that they are transferred to the appropriate person to help with whatever they need. This we feel is an added value to our customer service because they get to speak to a live person at the time of their initial call. Because we have had a Sourcewell contract for over 10 years our staff is uniquely prepared to help Sourcewell members, and customers interested in becoming members, navigate the procurement process using the contract.	*

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?	Yes, our warranty typically covers all materials and labor.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Repairs required due to neglect, abuse, accident, vandalism, use of products other than the intended purpose and acts of nature or God are not warrantied. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by American Ramp Company.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Because we have multiple crews that are mobilized throughout the US and Canada, we can very quickly respond to any warranty issues. Since these crews are already in the region, we do not charge our customer for any travel related expenses.	*
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?	American Ramp Company covers all regions and have crews that can perform warranty work anywhere in the United States and Canada.	*
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?	Our warranty extends as applicable to any product or service that is listed under our contract, including any product that we would offer by others.	*
47	What are your proposed exchange and return programs and policies?	An exchange program is not offered, if something is wrong or a customer is unsatisfied with a product our warranty covers that item and we will replace it at no cost to the customer. There is a 30% restocking fee if the customer wants to return a park. All of the shipping and logistics are handled through our office and often carried by our crews.	*
48	Describe any service contract options for the items included in your proposal.	Our products have an industry leading warranty and are manufactured to be as maintenance free as possible. However, we do have an annual maintenance inspection program available to our customers. With the annual maintenance inspection program, we will send out on of our trained supervisors to do a thorough walk through their park and identify any necessary items that should be addressed. If the park is within our warranty timeline, most of these items can be addressed immediately. If work outside of warranty is needed, we can then take all the photo documentation and reports back to our office where our service department will write up a detailed report and provide a quote to make necessary repairs.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	We have a wide variety of payment terms depending on the product and/or service we are providing. Because the majority of our projects are very large in nature our terms are 50% at the time of order and 50% upon shipping of the equipment. Most of these projects we work with Net 30 terms. American Ramp Company also performs large inground concrete skateparks and asphalt pump track and generally invoice those using progress billing that we submit to the customer at different project milestones much like most construction projects. American Ramp Company will talk through payment terms with our customers and determine which payment structure works best for them and their project.	*
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?	ARC has partnered with National Cooperative Leasing (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from $5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including tax-exempt municipal leases and a purchase order only program. There is no ownership, common ownership, or control between ARC and NCL.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Sourcewell members will issue purchase orders directly to American Ramp Company with the Sourcewell contract number included on the PO. American Ramp will then entire the sales as a Sourcewell sale in their sales tracking system, which is used to create, manage and report quarterly to Sourcewell. Our overall order process provides multiple check points so that nothing is missed in the process of our customers placing an order. Each customer works directly with a sales professional from their region. Once they work through what type of equipment, park or services they would like to procure a contract or purchase order and order form are completed. Once that is done so it is entered into our online system with all of the information for each order which then automatically generates an internal email to all department managers. The accounting department immediately enters the job into our online accounting system and the file is sent to our manufacturing department.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we will work with our customers in any way needed to make the procurement process meet their needs. There is no additional cost to Sourcewell members for using a P-Card.	*

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 desribed 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.	Each individual component will be listed using line item pricing. All pricing that is being extended to Sourcewell members is factory direct pricing, which means no middleman mark up. This factory direct relationship automatically saves the 20-30% commissions that would typically be applied and added to the price by a 3rd party supplier. In addition to the factory direct pricing ARC will be offering an additional 7% discount off the factory direct pricing, giving Sourcewell members access to pricing lower than any other pricing in market, published or unpublished. Individual Sku's are listed for manufactured components on the attached price list. Onsite construction price line items do not contain sku numbers.	*
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.	Most of our customer interaction is factory direct, and this will be the same in the case of a Sourcewell sale. This means that our list price is manufacturer direct pricing and does not have the 30% marked up MSRP when working through a third-party rep agency. That factory direct pricing is then discounted an additional 7% to Sourcewell members giving Sourcewell members the best possible price for our products and services.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	There are no quantity or volume discounts or rebate programs at the time of this offering.	*
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.	Our objective in this RFP response is to provide a turn-key solution by including all conceivable aspects of a skatepark, bike park or pump track project under this contract. Items such as sound dampening material, installation, etc. will have percentage cost pricing. For any components that are not specifically called out in this price list we will provide a quote for the requested service as new needs arise. Because the components to build a skatepark, bike park or pump track vary drastically, it would be virtually impossible to include every non-standard component in our price list. Our price list is meant to be interpreted as "Standard" components meaning that a certain feature may have differing dimensions with a different price.	*
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.	Our response covers all components typically associated with our projects. The only cost that is not clearly defined in our proposal would be installation costs on projects located within prevailing wage states. In states with prevailing wage laws we do not use the percentage cost pricing method, but rather quote the installation out based on the applicable rate schedule that would apply but only for the installation amount the product price is fixed by the contract.	*
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.	Once the final design is complete and all components are determined for each project, our shipping department gets multiple competitive rates from our shipping partners. Because we are based in the center of the US and ship a lot of freight, we are able to provide very cost-effective shipping solutions.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In the instance of Hawaii and Alaska, we ship to the port and have the products sent by boat. Shipping to most regions of Canada are the same procedure as when we ship within the US. None of these logistics are the responsibility of the customer and are handled directly by our shipping department. These types of shipments are common practice for us as we do a lot of international business.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our team has shipped and installed skate, bike and pump track components in nearly 40 countries and every environment, so unique to us is a relative term. To date we have been able to comply with customer requests in any situation that we have encountered and intend to continue that trend. We don't offer any specifically unique distribution or delivery methods.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

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.	As soon as an order is placed, the first stop that it makes is in our contract managers office. She thoroughly goes through the pricing and verifies everything in accordance with Sourcewell pricing. Once she verifies the pricing, she then places the sale on our internal sales report and includes all information including which purchasing program is used to place the order. She then keeps individual reports for each purchasing program where the data is entered as well. For our current Sourcewell contract, we use the report that was provided to us by Sourcewell to report our sales. At the end of each quarter all sales are double check and verified on the sales report and the administrative fee is issued for the projects that have been completed and paid in full.	*
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.)	Two Percent of gross sales.	*

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.	American Ramp Company offers everything necessary for design and build services for skateparks, bike parks and pump tracks. American Ramp Company offers pre-cast concrete, modular skatepark equipment (wood, steel, hybrid), bike park equipment, modular pump track equipment, bicycle playground equipment, trail construction, on-site concrete skatepark construction, and on-site construction of asphalt pump tracks. American Ramp Company provides full turn-key service of any type of skate, bike or pump track project including all demolition, excavation, drainage, forming, rebar, shotcrete, flatwork, and much more depending on the project needs. All designs produced by ARC are custom based on what the customer would like, their budget, the site selected as well as community input from meetings and surveys conducted by our design team.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The categories listed, Skateparks, Bike Parks and Pumptracks, capture most every type of product/service that we offer.	*

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

Indicate below if the listed types 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	Skateparks	◉ Yes ○ No	American Ramp Company provides every skatepark build option and pricing for each is available and included in this proposal.	*
67	Bike Parks	◉ Yes ○ No	American Ramp Company offers turn-key design and build of every type of bike park product and facility including segments created by us like bicycle playgrounds.	*
68	Pump Tracks	◉ Yes ○ No	All pump track construction methods are available through American Ramp Company including products that are exclusive to ARC like modular pump tracks.	*
69	Design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	◉ Yes ○ No	We offer turn-key planning, design, consultation, and everything needed leading up to project construction and during construction we also perform all aspects of the project in house from site work through completion of the project. We also provide facility management, programming and maintenance/repair solely by our staff.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	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.	Sales Revenue: We track our sales revenue on a monthly, quarterly and annual basis to show whether our sales are increasing/declining to Sourcewell members. This has also been tracked internally since the initial award of our first contract and this information is used internally by our sales team when they are initiating communication with a future customer who is interested in Sourcewell. Number of Sales: American Ramp Company tracks the number of sales with detailed sales reports on a monthly, quarterly and annual bases to track the number of sales to Sourcewell Customers. This has also been tracked internally since the initial award of our first contract and this information is used internally by our sales team when they are initiating communication with a future customer who is interested in Sourcewell. Those are just a couple of examples of how we track to see if we are having success with the contract. If we see our revenue and number of sales drop, we will take the time to identify the problem and take all necessary steps to correct the issue.	*
71	Describe the methods or techniques that impact the durability or longevity of your product.	Because we self-perform nearly 100% of every aspect of a project, we can make sure that the quality meets our expectation. Our inhouse Director of Engineer and our Quality Control Manger have both been with our company for just shy of 20 years. Every project has 3 levels of quality checks that it goes through before the installation crew arrives onsite. Maintaining an experienced team who understand and maintain a level of excellence has been the key to outputting products that last. In-fact our most popular product comes with a 20-year warranty and we have had installations that are still in use from our first year in business, 23 years ago.	*
72	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	Our team is always looking for ways to improve our products and processes. This is done with a focus on performance, safety, and aesthetics. For example, we re-engineered both our bike and skatepark product lines in a way that eliminated any fasteners in the riding surface. This change eliminates a potential hazard of a fastener backing out and causing injury, but also gives the product a higher aesthetic value. The removal of this critical maintenance area is also a big benefit to the customer. Another great example is something we recently developed; a special surface fork bike parks called P3 Cycle Surface. This new surfacing solution will dramatically cut down on maintenance for customers while also creating a more consistent and safer riding surface for users.	*
73	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our team works directly with clients from the beginning of a project to address the needs and goals identified. A focus for our company is to provide facilities that serve the broadest user group possible. Our passion is in action sports as designers, builders, and users ourselves, so we believe it is our responsibility to make action sports environments that are welcoming, engaging, and inclusive. Whether it is a bike park, skatepark or pump track, we believe getting people outside and active on a consistent basis changes lives, and changing lives helps to change the world.	*
74	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	Our company offers a turn-key solution for the planning, design, and construction of Skateparks, Pumptracks and Bike Parks. We feel that we have the most experienced and diversely qualified team in the action sports industry. On top of our experience we have the advantage of executing every aspect of a project inhouse, without the need to outsource. This means we can directly ensure a quality product/project, delivered in an efficient timeframe.	*

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
N/A	N/A	No Exceptions Taken

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

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

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

- Financial Strength and Stability - ARC 2018 2019 2020 Financials.pdf - Tuesday November 24, 2020 15:13:04
- Marketing Plan/Samples - ARC Tradeshow Handout.pdf - Tuesday November 24, 2020 15:22:33
- WMBE/MBE/SBE or Related Certificates - MBE Certificate.pdf - Tuesday November 24, 2020 15:20:25
- Warranty Information - Warranty Statements.pdf - Tuesday November 24, 2020 15:19:31
- Pricing - 2020 Sourcewell Price List.pdf - Tuesday November 24, 2020 15:35:55
- Additional Document - ARC_Catalog.pdf - Tuesday November 24, 2020 15:24:21

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 Sourcewell 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 Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell 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 Sourcewell 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://www.sam.gov/portal/3; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

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

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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_2_Skatepark Bike Park and Pump Track Solutions_RFP 112420 Thu October 29 2020 09:47 AM	☑	3
Addendum_1_Skatepark Bike Park and Pump Track Solutions_RFP 112420 Fri October 9 2020 04:18 PM	☑	1