

**MASTER AGREEMENT # 090425**

**CATEGORY: Skatepark, Bike Park, Pump Track, and BMX Track Solutions
with Related Equipment, Accessories and Services**

SUPPLIER: American Ramp Company, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and American Ramp Company, Inc., 601 S. McKinley Ave., Joplin, MO 64801 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 20, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #090425 to Participating Entities. In Scope solutions include the following made with made with concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions:
 - a) Skatepark;
 - b) Bike Park;
 - c) Pump Track;
 - d) BMX Track – sanctioned and non-sanctioned; and
 - e) Equipment, Accessories, and Services related to the offering of the solutions described in Sections 1. a. – d. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

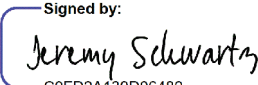
Article 3: Supplier Obligations to Participating Entities

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.


Sourcewell

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 10/16/2025 | 8:11 PM CDT

American Ramp Company, Inc.

DocuSigned by:

76FE38D5205247D...

By: _____
Jonathon Hunter
Title: President/CEO

Date: 10/16/2025 | 10:02 AM PDT

RFP 090425 - Skatepark, Bike Park, Pump Track and BMX 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: Thursday July 31, 2025 11:21:53

Submitted On: Thursday September 04, 2025 15:46:10

Submitted By: Heather Ogden

Email: heather@americanrampcompany.com

Transaction #: e91ac305-df5b-4363-9700-d91aa6257283

Submitter's IP Address: 147.243.17.144

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	American Ramp Company, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Canadian Ramp Company	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	DW4AWKW79H63	*
5	Provide your NAICS code applicable to Solutions proposed.	237990 321999 327390 331221 332323 339950 339920 238910 238990	*
6	Proposer Physical Address:	601 S. McKinley Ave. Joplin, MO 64801	*
7	Proposer website address (or addresses):	www.americanrampcompany.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jonathon Hunter President/CEO 601 S. McKinley Ave., Joplin, MO 64801 john@americanrampcompany.com 417-206-6816	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Heather Ogden Senior Project Manager 601 S. McKinley Ave., Joplin, MO 64801 heather@americanrampcompany.com 417-206-6816	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Reynolds Contract Administrator 601 S. McKinley Ave., Joplin, MO 64801 areynolds@americanrampcompany.com 417-206-6816	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>American Ramp Company (ARC) is the premier global action sports firm, serving municipalities, camps, and private clients worldwide. For more than 25 years, we have delivered turnkey solutions — spanning design, manufacturing, and construction — for skateparks, bike parks, pump tracks, and BMX tracks. Our commitment to quality, innovation, and service excellence has made ARC the trusted leader in the action sports industry.</p> <p>We believe communities need safe and challenging places to gather and recreate. Our passion is rooted in action sports — as designers, builders, and participants. We know that getting people outside and active changes lives, and changing lives helps change the world.</p> <p>ARC began in a Midwest garage when founder Nathan Bemo, fresh out of college with a business degree and no interest in wearing a tie, built and sold his first skate ramp. That same entrepreneurial spirit continues to drive the company today. Nathan remains actively involved in park design, ensuring that every project reflects an authentic, rider-informed approach.</p> <p>We are proud to be the only action sports contractor in the world offering every major skate and bike park construction method. This unique capability allows us to provide unbiased guidance to our clients, tailoring solutions to each community's needs. We approach every project not as salespeople, but as passionate riders, builders, and collaborators.</p> <p>Our core values — innovation, integrity, inclusivity, and community — are reflected in everything we do. We believe action sports are vital to community life, giving young people and families a safe, challenging, and healthy outlet for recreation and growth. Our team of dedicated professionals are not only experts in their craft, but also passionate advocates for the transformative power of outdoor activity.</p> <p>Our mission is simple: to help communities invest in high-quality, inclusive spaces where individuals can thrive through movement, creativity, and connection. At American Ramp Company, we are more than a business — we are a family committed to changing lives through action sports.</p> <p>In August 2024, ARC became an Employee Stock Ownership Plan (ESOP) company, ensuring that our employees share directly in the success of the company they help build every day.</p>	*
12	What are your company's expectations in the event of an award?	<p>American Ramp Company has proudly held a Sourcewell contract for nearly 15 years, consistently focusing on building and strengthening relationships with both new and existing Sourcewell members. We remain committed to utilizing Sourcewell as our primary procurement vehicle and will continue to actively promote its value to prospective customers.</p> <p>As we have for over a decade, if awarded the contract, we will encourage non-member organizations to join Sourcewell and experience the benefits of purchasing directly through the cooperative agreement. To support this initiative, ARC employs a dedicated contract manager who is well-versed in every aspect of the Sourcewell agreement and readily available to assist both our sales team and our customers with questions throughout the procurement process.</p> <p>At ARC, we are confident in our knowledge and application of the Sourcewell program and firmly believe it represents the most effective and streamlined solution for meeting our customers' needs. From the early years of our partnership, we have proudly contributed to growing awareness of Sourcewell, including supporting multiple statewide adoptions. We will continue to educate, guide, and serve our customers on the many benefits of cooperative purchasing through Sourcewell.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Please find attached our most recent financial statements, which demonstrate the financial strength, stability, and overall soundness of our organization. In addition, we have included a letter of credit from our financial institution, a confirmation of bonding capacity from our long-standing surety partner, and three reference letters from satisfied clients.</p> <p>We take pride in our strong and enduring relationship with our surety company — a relationship built on trust and consistent performance — which reflects their confidence in our ability to successfully deliver projects of varying size and scope.</p> <p>Together, these documents provide clear evidence of our ability to meet financial obligations and effectively support the scopes of work we deliver.</p> <p>The above-referenced documents have been uploaded in the Documents section under Financial Strength and Stability, titled "Financials, Letter of Credit, Surety Letter, References, ACI Certifications."</p>	*

14	What is your US market share for the Solutions that you are proposing?	<p>As a diversified provider of products and solutions across the action sports landscape, our market share varies by segment. In skatepark design and construction, we believe ARC holds the largest share in the U.S. market across all major construction methods, representing approximately 20% of the total U.S. skatepark market.</p> <p>In the pump track and BMX track segment, we currently maintain an estimated 50% share of the U.S. sustainable surface pump track market. We also hold a dominant position in both the modular pump track and manufactured bike park equipment markets, with an estimated 75% share in each.</p> <p>These figures highlight our leadership, proven expertise, and ongoing commitment to delivering high-quality, innovative action sports infrastructure solutions nationwide.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>We maintain a strong presence in the Canadian market across multiple segments of the action sports industry. Specifically, we hold well over 50% of the market share for manufactured skatepark equipment. In the modular pump track segment, we also command over 50% of the Canadian market.</p> <p>Additionally, in the built-on-site hard-surface pump track market, we estimate our current market share to be approximately 25%. These figures reflect our established footprint in Canada and our ongoing commitment to delivering innovative, high-quality solutions worldwide.</p>	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>Neither American Ramp Company nor any identified Responsible Party has been involved in any bankruptcy proceedings.</p> <p>We acknowledge the requirement to notify Sourcewell in writing should we enter into bankruptcy proceedings at any point during the evaluation period of this RFP.</p>	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>American Ramp Company is both a manufacturer and a service provider. We maintain a factory-direct sales force of 16 Action Sports Sales Specialists who focus exclusively on promoting and selling ARC products and services.</p> <p>Our sales team provides full coverage across the U.S. and Canada, dedicating roughly half of their time to in-person client engagement. Supporting their efforts, our Business Development department is dedicated to identifying new opportunities, researching upcoming projects, initiating client contact, and qualifying leads for our sales specialists.</p> <p>All sales and business development personnel are direct employees of ARC, ensuring consistent messaging, deep product knowledge, and a high standard of customer service. They are further supported by the greater ARC organization of nearly 150 employees committed to designing and building innovative, meaningful community recreation spaces.</p>	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>While many states do not require contractor licensing, American Ramp Company currently holds 22 active contractor licenses across the U.S., in addition to numerous business licenses and Secretary of State registrations. ARC is fully capable of directly executing projects in all U.S. states and Canadian provinces, maintaining complete compliance with licensing and certification requirements in every jurisdiction where we operate.</p> <p>We also ensure that all third-party partners and subcontractors engaged in our projects are properly licensed and certified in accordance with applicable federal, state, provincial, and local regulations. This includes verification of contractor registrations, trade-specific licenses, and adherence to all building codes and safety standards.</p> <p>As an approved vendor with numerous public agencies and municipalities, ARC proactively manages its licensing portfolio and continuously monitors regulatory changes to ensure ongoing compliance.</p> <p>In addition, ARC is a proud member of the following professional organizations and actively participates in their conventions and industry events:</p> <ul style="list-style-type: none"> *Washington Recreation & Park Association *Utah Recreation & Parks Association *Colorado Parks & Recreation Association *California Park & Recreation Society *National Recreation & Park Association *Ohio Parks & Recreation Association *Pennsylvania Recreation & Park Society *Illinois Parks & Recreation Association <p>ARC also employs certified ACI nozzlemen, ensuring technical expertise and quality in specialized concrete applications. Supporting documentation has been uploaded in the Documents section under Financial Strength and Stability, titled "Financials, Letter of Credit, Surety Letter, References, ACI Certifications."</p>	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	<p>Neither the Proposer or any identified Responsible Party has been subject to any debarment or suspension within the past seven (7) years.</p> <p>We acknowledge the requirement to notify Sourcewell in writing should any debarment or suspension occur during the evaluation period of this RFP.</p>	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>While American Ramp Company has served as the trusted contractor behind numerous award-winning skateparks, the following seven recognitions represent some of our most notable achievements over the past five years:</p> <ul style="list-style-type: none"> *2025 Joplin Area Chamber of Commerce – Business of the Year Award *2025 Project of the Year Award – Whitney Community Park Pump Track (Rocklin, CA) *2025 ORPA Design and Construction Award – Cedar Park / Base Camp Action Sports Park (Sandy, OR) *2024 Prestigious Excellence in Engineering Award – Montauk Skatepark (Montauk, NY) *2024 California Parks and Recreation Magazine – Cover Feature: Laguna Beach Skatepark *2023 mParks Design Award for Outstanding Park – Ingham County (MI) Parks Department (Ingham County, MI) – Dirt School *2020 APRA Outstanding Facility of the Year Award – Festival Fields Park (Avondale, AZ) *2020 APWA/IE Small Project of the Year Award – Ronald Reagan Sports Park (Temecula, CA) 	*
21	What percentage of your sales are to the governmental sector in the past three years?	<p>Over the past three years, approximately 85% of our total sales have been to government entities, including state, county, and municipal agencies, as well as various parks and recreation commissions. Of this, roughly 5% of our sales have been to federal government agencies, while the remaining 10% of our business is with private sector clients.</p> <p>This strong focus on the public sector reflects our deep experience in meeting the specific requirements of government-funded projects.</p>	*

22	What percentage of your sales are to the education sector in the past three years?	<p>Historically, less than 1% of our total sales over the past three years have been to the public education sector. However, we have continued to see a growing interest in bike-focused infrastructure driven by the rise of school-sponsored cycling programs. In response, we launched a targeted initiative in mid-2020 to expand our reach into the education market, with a focus on developing bike-related solutions for K-12 schools and campuses.</p> <p>We anticipate continued growth in this sector as awareness and demand increases, and we are enthusiastic about the opportunity to partner with Sourcwell to support and expand our efforts in serving the education market.</p>	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Purchasing Contracts Utilized:</p> <p>Sourcwell - Contract #112420-ARC (Primary Contract Vehicle):</p> <p>*2025 (through Q2): \$8,550,960</p> <p>*2024: \$9,671,313</p> <p>*2023: \$17,903,083</p> <p>*2022: \$7,439,347</p> <p>PA Costars - Contract #014-002:</p> <p>*2024: \$0</p> <p>*2023: \$0</p> <p>*2022: \$0</p> <p>State of New Jersey Purchasing Contract - Contract #16-FLEET-00129:</p> <p>*2024: \$0</p> <p>*2023: \$0</p> <p>*2022: \$0</p> <p>CMAS - Contract #4-19-78-0034B:</p> <p>*No projects performed under CMAS at time of bid</p> <p>BuyBoard - Contract #ARC679-22:</p> <p>*Awarded in 2025 - no projects performed under BuyBoard at time of bid</p>	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA Contract #GS-03F-064GA</p> <p>*2024: \$51,250</p> <p>*2023: \$0</p> <p>*2022: \$0</p>	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Bluffdale, UT	Jennifer Robison - Public Works Manager	801-849-9421	*
City of Ocoee, FL	Mark Johnson - Parks and Recreation Director	407-877-5803	*
City of Hutchinson, KS	Justin Combs - Parks and Recreation Director	620-694-1912	*

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

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

Line Item	Question	Response *
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26	Sales force.	<p>American Ramp Company maintains a dedicated in-house sales and customer service team that has proudly served Sourcewell member agencies for over a decade. Our team is centrally trained to deliver a consistent, high-quality customer experience across all projects.</p> <p>To best serve our partners, we organize our sales force into four regions — East Coast, Central, West Coast, and Canada. This regional approach allows each representative to specialize in the unique needs of their territory, making the process more efficient and customer-friendly.</p> <p>ARC's sales team also leverages Sourcewell's resources and professional development opportunities, such as webinars and the Sourcewell Academy, to stay current with the latest information and best practices.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>American Ramp Company primarily operates through a factory-direct sales model supported by our captive, in-house sales team. However, we also maintain non-exclusive relationships with several dealers, particularly in cases where customers are seeking action sports solutions outside of the dealers' core areas of expertise.</p> <p>Many of these dealer partnerships are with PlayPower-affiliated representatives, several of whom also hold Sourcewell contracts. This alignment allows for seamless integration when discussing Sourcewell-related opportunities.</p> <p>Sales through our dealer network currently account for less than 5% of our total revenue, as the vast majority of projects are managed directly by ARC's internal sales and project teams to ensure consistent and specialized customer experience.</p>	*
28	Service force.	<p>All customer service and warranty support is managed directly through our corporate office by our dedicated customer support and installation teams. Given the highly connected nature of the parks and recreation industry, we understand that delivering an exceptional customer experience is essential — and we believe the best way to ensure this is by maintaining direct control over all aspects of service and support.</p> <p>American Ramp Company employs a team of over 30 trained professionals, including equipment installers, on-site construction crew members, and maintenance personnel, enabling us to deliver high-quality park solutions nationwide. Our in-house maintenance team is also equipped to handle warranty claims and ongoing service requests with minimal turnaround time, ensuring a responsive and consistent customer experience from start to finish.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our in-house sales team and project specialists work directly with each member agency, ensuring clear, consistent communication throughout the process. Proposals are prepared in full compliance with Sourcewell requirements and provided directly by our team. All documents and order forms are coordinated through a single point of contact, then reviewed by our in-house Sourcewell contract specialist for accuracy and completeness.</p>	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>At American Ramp Company, we prioritize clear communication, responsiveness, and long-term client satisfaction at every stage of a project.</p> <p>Each project is assigned a dedicated Project Manager who serves as the primary point of contact. This individual is responsible for proactive communication, ensuring all milestones, updates, and client needs are addressed promptly and effectively.</p> <p>To enhance transparency and collaboration, ARC uses Buildertrend, a project management platform that provides clients with real-time access to:</p> <ul style="list-style-type: none"> *Daily project reports *Progress photos *Weather conditions affecting work *Construction schedules *Task updates and timelines <p>This platform ensures our clients remain consistently informed and engaged throughout the life of the project.</p> <p>Once installation is complete, ARC continues its customer-first approach through a structured follow-up process. We reach out to each client at least twice per year to check on project condition, address concerns, and ensure ongoing satisfaction. This practice not only reinforces our commitment to service but also helps us build strong, lasting relationships.</p> <p>ARC also maintains strict response-time commitments. All customer inquiries, warranty claims, and service requests are handled directly by our in-house support team. We strive to respond to all inquiries within 24–48 business hours, with expedited responses available for urgent issues.</p> <p>To uphold these standards, our internal teams are performance-evaluated on customer satisfaction metrics, response time, and project outcomes. While we do not currently offer external incentives, we provide ongoing training and accountability measures to ensure the highest levels of service excellence.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>American Ramp Company has proudly utilized a Sourcewell contract for nearly 15 years, consistently delivering high-quality action sports infrastructure to participating entities across the United States. In that time, we have successfully completed projects in more than 40 states (and two Canadian provinces via Canoe), generating over \$46 million in sales through the Sourcewell contract since our initial award.</p> <p>We remain fully committed to expanding our reach and have set a goal to double our pace over the next contract term, with the objective of serving all 50 states and every Canadian province. ARC strongly supports the cooperative purchasing model Sourcewell provides, and we actively promote our contract through presentations, client outreach, and at all major trade shows and industry events.</p> <p>Our team is deeply experienced in cooperative procurement and stands ready to assist Sourcewell participating entities in leveraging the contract for streamlined, compliant purchasing. We view our Sourcewell partnership as a cornerstone of our mission to expand access to safe, innovative, and community-focused recreational spaces.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>American Ramp Company is fully committed to supporting Sourcewell participating entities across Canada. We are encouraged by the progress that Sourcewell and Canoe Procurement Group have made in increasing recognition and adoption of the cooperative purchasing contract within the Canadian market.</p> <p>Canadian Ramp company, a subsidiary of ARC, maintains a dedicated office in Ontario, along with Canadian-based sales and installation team members, enabling us to deliver responsive, localized service and support. Our team is actively engaged in educating clients and partners throughout Canada on the benefits and efficiencies of procuring through the Sourcewell contract.</p> <p>We are enthusiastic about continuing to grow our presence in Canada and are fully prepared to assist municipalities, schools, and other eligible entities in leveraging the Sourcewell/Canoe partnership to streamline their procurement processes and gain access to high-quality action sports solutions.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no geographic areas within the United States or Canada that American Ramp Company is unable or unwilling to fully service under the proposed Sourcewell agreement. Our team is equipped and committed to providing comprehensive coverage and support to all eligible entities across both countries.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no account types within the United States or Canada that American Ramp Company is unable or unwilling to fully service under the proposed Sourcewell agreement. All eligible Participating Entities will have full access to our solutions without restriction.	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no specific restrictions that would limit American Ramp Company's ability to serve Participating Entities in Hawaii, Alaska, or U.S. Territories under the proposed Sourcwell agreement. We have a proven history of successfully completing projects in these regions, as well as in remote areas of Canada, international municipalities, U.S. military bases, and through global dealer networks.</p> <p>While shipping terms, delivery timelines, and associated costs may vary depending on the destination, we are fully equipped to handle logistics to these areas. A customized freight and delivery quote will be provided as part of the project estimate, ensuring clarity and accuracy for each customer.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we offer flexible payment options to meet member agency needs, including extended terms such as Net 60, Net 90, and financing plans.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Every project quote issued by American Ramp Company includes language encouraging customers to make their purchase through Sourcwell. We also feature Sourcwell information and links across our customer-facing digital marketing materials — including our website — and highlight our Sourcwell contract in industry publications.</p> <p>In addition, ARC regularly incorporates procurement education into our continuing education sessions and “lunch-and-learns,” where we emphasize how Sourcwell provides the most efficient and effective method for project procurement.</p> <p>At the nearly 40 tradeshows our sales team attends each year, we prominently display Sourcwell signage and provide collateral materials to further promote the contract.</p> <p>Supporting documentation, which includes a copy of our marketing material, has been uploaded in the Documents section under Marketing Plans/Samples, titled “2025 Portfolio Catalog.”</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>American Ramp Company strategically leverages technology and digital data to strengthen our marketing efforts, engage target audiences, and expand customer awareness.</p> <p>Our dedicated marketing team ensures our website remains current, user-friendly, and optimized. By utilizing web analytics and metadata, we track user behavior, search trends, and key market interests. These insights guide content development, SEO strategy, and targeted messaging, ensuring our online presence evolves with the needs of our customers.</p> <p>ARC also maintains an active presence on Facebook, Instagram, and YouTube, where we:</p> <ul style="list-style-type: none"> *Share project updates and completed installations *Highlight community impact and end-user experiences *Promote new product launches and events *Build brand awareness and credibility <p>Our social media strategy is designed to be both informative and engaging, showcasing real-world applications of our solutions while fostering community connection.</p> <p>We complement these efforts with targeted email campaigns (E-Blasts) tailored by geography or market segment. Campaigns are deployed to current and prospective clients when:</p> <ul style="list-style-type: none"> *A new park opens in their region *We attend local or regional trade shows *A new product or service is introduced <p>These data-informed campaigns ensure our messaging is timely, relevant, and effective in keeping ARC top-of-mind.</p> <p>In addition, ARC partners with nearly a dozen professional athletes and industry influencers who actively promote our company and projects across their digital and social platforms, further extending our reach and credibility.</p> <p>Together, these tools allow ARC to maintain a strong digital presence, measure performance, and continuously refine our outreach strategies to better serve our clients.</p>	*

39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	<p>We view Sourcwell as a strategic partner in promoting cooperative purchasing opportunities and increasing visibility for awarded vendors among its participating entities. We anticipate Sourcwell will continue to play an active role by:</p> <ul style="list-style-type: none">*Driving awareness of American Ramp Company's awarded contract through its online vendor portal and promotional tools*Referring interested members to our Sourcwell vendor page, which includes detailed contract information and direct contact links*Supporting education and outreach, helping us inform prospective members about the value and efficiency of cooperative purchasing <p>Sourcwell has historically been highly supportive in promoting our contract. Their team has participated in joint sales efforts, including conference calls with clients, where they explain the benefits of using the Sourcwell contract — especially to organizations not yet registered as members. This collaborative approach has been instrumental in successfully onboarding new Sourcwell users.</p> <p>We have fully integrated Sourcwell into our sales and marketing workflows. This includes:</p> <ul style="list-style-type: none">*Training our sales team to present Sourcwell as a primary procurement pathway*Including Sourcwell contract details in all quotes, proposals, and marketing materials*Promoting the contract through our website, social media, trade show displays, and e-blasts*Educating customers on the advantages of using Sourcwell, including time savings, procurement compliance, and cost-efficiency <p>We will continue to promote Sourcwell's value to both existing members and prospective clients, aligning our efforts with Sourcwell's mission to streamline procurement for public-sector entities.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the customized and design-driven nature of our products and services, American Ramp Company does not offer traditional online ordering through our website. The majority of our solutions — such as skateparks, pump tracks, and bike park infrastructure — require site-specific planning, design collaboration, and community engagement prior to procurement. As such, a standardized e-commerce model is not conducive to delivering the level of quality and customization our projects demand.</p> <p>However, we are highly flexible in adapting to the procurement preferences of governmental and educational customers. We routinely process transactions through various methods, including:</p> <ul style="list-style-type: none">*Purchase orders*Credit cards*P-cards (procurement cards) <p>We are experienced in navigating public-sector procurement requirements and frequently work with municipalities, school districts, and other government agencies to meet their internal purchasing protocols.</p> <p>While we do not currently have a formal e-procurement platform, we are committed to working within any approved procurement systems our clients utilize, and we are open to integrating with third-party e-procurement portals if required.</p> <p>There is no additional cost to Sourcwell members for using these procurement methods under our contract.</p>	*

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

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>American Ramp Company offers complimentary maintenance training to all Sourcewell participating entities at the time of project installation.</p> <p>As part of our commitment to long-term project success and customer satisfaction, this on-site training is conducted by the ARC installation crew lead and covers:</p> <ul style="list-style-type: none"> *Basic maintenance procedures *Inspection best practices *Tips for extending the lifespan of equipment and materials *Safety checks and operational recommendations <p>This training is standard and provided at no additional cost as part of the installation process. Our goal is to ensure each customer's staff is fully equipped to maintain their facility effectively, promoting safety and maximizing the value of their investment.</p> <p>For clients seeking additional support, ongoing or supplemental training can be arranged upon request, and our customer support team remains available for follow-up questions or virtual assistance.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>American Ramp Company is committed to innovation and continuous improvement across all aspects of our products and services. Our Design and Engineering teams actively monitor trends and advancements within the action sports industry to ensure our solutions remain at the forefront of functionality, safety, and user experience.</p> <p>One of the key technological advancements we offer is the integration of multimedia and digital tools into our park infrastructure. For example:</p> <ul style="list-style-type: none"> *We have developed interactive signage that includes QR codes which, when scanned by a mobile device, direct users to "How to Use This Equipment" instructional videos. This helps park users — especially those new to action sports — understand how to safely and effectively engage with the equipment. *These digital resources are customized to each facility, and can include site-specific safety messages, tutorials, and best practices for equipment use, enhancing both accessibility and educational value. <p>Additionally, our internal design processes leverage the latest in 3D modeling and visualization tools to improve project planning, customer communication, and final deliverables. This technology allows clients to experience their park before it's built, improving decision-making and design outcomes.</p> <p>We are continuously exploring ways to incorporate smart park features, digital user engagement, and data collection tools to further enhance the long-term value and performance of our projects.</p>

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>At American Ramp Company, we take great pride in delivering high-quality skateparks while prioritizing environmental responsibility at every stage — from design to manufacturing to construction. As a leader in the action sports industry, we believe it is our duty to lead by example, minimizing our ecological footprint while maximizing the value of every project.</p> <p>We know that building durable, long-lasting skateparks right the first time reduces waste, eliminates unnecessary repairs or replacements, and conserves valuable resources.</p> <p>- Founding Member of Green Skate -</p> <p>In response to the lack of baseline environmental standards in the skatepark industry, ARC co-founded Green Skate, an initiative developed with other industry leaders to establish sustainability benchmarks specific to skatepark production and maintenance.</p> <p>- Our Core Sustainability Practices -</p> <p>1. Sustainable Site Selection & Development *Redevelop neglected sites or brownfields to reduce urban sprawl *Design projects with at least 20% vegetated open space to protect local habitats *Minimize the heat island effect and manage stormwater runoff to prevent water pollution</p> <p>2. Responsible Design & Manufacturing *Use recycled and recyclable materials in equipment and structures *Select low-emitting finishes and incorporate solar-powered or high-efficiency lighting when applicable *Employ lean manufacturing practices to reduce energy, material, and labor waste through on-demand production and minimal excess inventory</p> <p>3. Environmentally Conscious Partnerships *Collaborate with suppliers who demonstrate strong environmental stewardship *Prioritize local vendors to minimize emissions from material transportation</p> <p>4. Waste Reduction in Construction *Recycle or salvage materials from land clearing, manufacturing, and demolition *Continuously evaluate and eliminate inefficiencies to reduce construction waste</p> <p>5. Sustainable Company Culture *Promote a workplace culture that encourages ongoing evaluation and improvement of sustainable practices *Employ LEED-accredited professionals to integrate sustainability principles across our operations</p> <p>- Certifications & Commitment -</p> <p>*Green Skate: Founding member and active participant in shaping industry-wide environmental standards</p> <p>*LEED Accredited Professionals: On staff to guide sustainable project development</p> <p>At ARC, our commitment to sustainability is not a marketing trend — it is a core principle that informs every decision we make. By focusing on smart site use, efficient processes, responsible partnerships, and enduring products, we are not only building the best skateparks in the world — we are helping preserve it.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>American Ramp Company does not currently hold third-party issued eco-labels, ratings, or formal certifications related to energy efficiency, life-cycle design, or other sustainability factors. However, we are deeply committed to environmentally responsible practices through the careful selection of materials and construction methods we incorporate into our projects.</p> <p>- Key Sustainability Efforts -</p> <p>*Recycled Steel: Utilization of recycled steel in all steel components used in our products</p> <p>*Recycled Concrete: Incorporation of recycled concrete as base and fill material on-site whenever feasible</p> <p>*Recycled-Content Surfacing: Partnerships with suppliers who provide surfacing materials containing recycled content</p> <p>*Basalt Rebar: Recent adoption of basalt rebar as an alternative to traditional steel rebar, offering enhanced durability and environmental benefits</p> <p>While we continue to evaluate and pursue additional third-party certifications, these practices reflect our ongoing commitment to sustainable design and construction.</p>

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>American Ramp Company delivers comprehensive, turnkey solutions tailored specifically for the Action Sports segment of the recreation industry. As the only true one-stop shop in this niche, we support our customers through every phase of project development — from initial fundraising and community engagement to design, construction, and ongoing maintenance.</p> <p>A key differentiator is our commitment to exceptional customer service. During normal business hours, every customer inquiry is answered promptly by a knowledgeable team member trained to ask the right questions and direct callers to the appropriate expert. This ensures that our customers consistently receive personalized attention and immediate support from a live representative, enhancing their overall experience.</p> <p>With nearly 15 years of experience holding a Sourcewell contract, our team is uniquely equipped to assist Sourcewell members—and prospective members — in navigating the procurement process smoothly and efficiently. This deep familiarity with Sourcewell's procedures allows us to provide valuable guidance that saves time and resources for all participating entities.</p>
46	Describe your process in building a sanctioned BMX course and how you meet the USA BMX or Union Cycliste Internationale (UCI) requirements	<p>Our design and construction team follows UCI guidelines and best practices to ensure every sanctioned BMX course we deliver also meets USA BMX requirements. Unlike many in the industry, American Ramp Company employs its own specialty build crews rather than relying solely on subcontractors. These experienced team members have contributed to some of the most prominent BMX tracks in the United States, including multiple UCI-compliant facilities and Olympic-level venues.</p> <p>In addition, ARC maintains a direct working relationship with the UCI. Through our Velo team, we are uniquely entrusted to design and build the official tracks that host the UCI Pump Track World Championships — an honor granted exclusively to our facilities.</p>
47	Describe the methods or techniques that impact the durability or longevity of your product.	<p>As a full-service action sports park designer, builder, and manufacturer, American Ramp Company adapts its methods and techniques to fit a wide range of product and construction types. Many of our manufactured products are backed by 20-year warranties and are designed, engineered, manufactured, and installed exclusively by our team. This integrated approach ensures full control over quality and customer experience, helping establish ARC as the largest action sports park firm in the world.</p> <p>With 27 years of experience, we draw on industry best practices — many of which we helped develop — along with proprietary products and techniques designed to minimize maintenance. In addition to our experienced on-site crews, ARC employs in-house civil engineers, structural engineers, and landscape architects who oversee design development and prepare project-specific construction documents to ensure work is executed to the highest standards.</p> <p>ARC has also been a pioneer in sustainable design and construction, introducing manufactured sustainable bike park features and hard-surface pump tracks. We were the first company in the U.S. to design and build asphalt, poured concrete, and precast concrete pump tracks, setting new benchmarks for durability, performance, and innovation in the industry.</p>
48	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	<p>American Ramp Company has partnered with leading technology developers to create advanced systems for facility design and construction. Using 3D modeling, we can virtually lay out a facility and then apply that data during construction to ensure the project is built precisely to plan and in compliance with safety specifications. Once completed, the facility can be scanned and compared against the original design and safety plan to confirm full compliance.</p> <p>All manufactured products are engineered by our in-house team of experienced engineers, many of whom helped establish the industry safety standards we follow today. Materials are carefully selected for both user performance and long-term durability. In some cases, ARC has pioneered entirely new material solutions for the industry, such as composite surfacing systems and proprietary fastening and anchoring products.</p> <p>Many of our manufactured products are exclusive to ARC, as we remain the only U.S. manufacturer of above-ground skatepark equipment, modular pump tracks, and fully engineered bike ramps and park features.</p>

49	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	<p>At American Ramp Company, we consider all of our products and construction offerings to be "best in class," with safety, well-being, and accessibility always at the forefront. As a full-service, turnkey design-build firm, we are able to embed these principles and best practices into projects from the earliest stages. Our professionals have been directly involved in shaping many of the industry's safety and accessibility standards — in many cases, helping to write them.</p> <p>One example of this leadership is a Sourcewell-procured pump track project in Port Angeles, WA, which our team designed and built. This was the first accessible pump track ever constructed, and it has since become a model for similar projects across North America. Another milestone project involved the concept of Universal Trail Design, where we collaborated with multiple adaptive athletes. That effort not only advanced accessibility standards but was also featured in the award-winning documentary Beyond the Ashes.</p> <p>Our expertise in safety, user experience, accessibility, and sustainability has led to frequent invitations to present and speak at leading industry conferences, reinforcing ARC's position as the go-to resource in these critical areas.</p>
50	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	<p>American Ramp Company is the only respondent able to provide all requested products and services in this Sourcewell solicitation under one roof. Other firms rely on partnerships or resellers to cover the full scope, while ARC designs, manufactures, and constructs projects entirely in-house. This integrated approach allows us to ensure consistent quality and a seamless customer experience from start to finish.</p> <p>Our design and planning teams are regionally based across the U.S. and Canada, bringing local insight into project variables such as climate, elevation, and user preferences. With more than 25 years of experience, ARC has successfully delivered projects in every U.S. state, every Canadian province, and over 45 countries worldwide.</p> <p>Our commitment extends beyond user experience, safety, and durability — we also prioritize aesthetics and community fit. With multiple landscape architects and a dozen design professionals, we approach every project with the goal of creating a community space that feels authentic to its environment and culture.</p> <p>A unique service we offer is Park ID, supported by our in-house branding and marketing team, Spoke & Wheel. This team collaborates with clients to craft a distinctive project identity, providing support in areas such as logo design, color palettes, park naming, public art integration, and even content creation — including photography, videography, and park websites.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company currently holds a Missouri Minority-Owned Business Enterprise (MBE) certification and is also classified as a Small Business Entity (SBE).
52		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>American Ramp Company currently holds a Missouri Minority-Owned Business Enterprise (MBE) certification.</p> <p>A copy of our certificate has been uploaded in the Documents section under WMBE/MBE/SBE, titled "ARC Missouri MBE Certificate".</p>
53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
57		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company is recognized as a Small Business Entity (SBE).
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
60	Describe your payment terms and accepted payment methods.	<p>American Ramp Company offers flexible payment terms tailored to the specific product or service provided.</p> <p>Manufactured Products: For large or complex manufactured product orders, our standard billing terms are 50% due upon contract signing and 50% due upon shipping, with Net 30 payment terms.</p> <p>Onsite Construction Projects: For large-scale construction work, invoicing is typically conducted monthly based on work completed or milestone achievements, also with Net 30 terms.</p> <p>We collaborate with each customer to establish payment terms that align with project requirements and internal financial processes.</p> <p>ARC accepts a variety of payment methods — including purchase orders, checks, credit cards, and P-cards — to ensure convenience and compliance with diverse procurement policies.</p>

61	Describe any leasing or financing options available for use by educational or governmental entities.	<p>American Ramp Company has partnered with National Cooperative Leasing (NCL) to provide Sourcewell members with a comprehensive suite of financing solutions. NCL, a current Sourcewell financing contract holder, specializes in municipal financing and offers leasing terms ranging from 12 to 120 months for transactions starting at \$5,000.</p> <p>Available options include traditional leasing and financing programs, as well as specialized programs tailored specifically for educational institutions and government entities. These include tax-exempt municipal leases and a purchase order (PO)-only program designed to simplify the procurement process.</p> <p>It is important to note that there is no ownership, common ownership, or control relationship between American Ramp Company and National Cooperative Leasing.</p>	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>American Ramp Company utilizes a set of standard transaction documents to streamline procurement and ensure transparency for Sourcewell member agencies. These include:</p> <p>*Manufactured Equipment Order Forms – used for equipment purchases, outlining product selections, installation details, and additional services.</p> <p>*Sourcewell-Based Purchasing Agreements – structured for customized design and/or design-build projects, establishing scope, deliverables, and pricing in full compliance with Sourcewell requirements.</p> <p>While the standardized agreement templates promote efficiency and consistency, ARC also recognizes that each project and agency is unique. Our team frequently collaborates with participating entities to review — and, when appropriate, tailor — agreement language to align with specific requirements, procurement policies, and project goals.</p> <p>Templates for the agreements and order forms have been uploaded in the Documents section under Pricing, titled “Standard Transaction Documents.”</p>	*
63	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, American Ramp Company fully accepts the P-card procurement and payment process. We are committed to working with our customers to accommodate their procurement needs in the most efficient manner possible. There is no additional cost to Sourcewell participating entities for utilizing the P-card payment method.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>American Ramp Company products and construction services are available factory-direct, with no middlemen or additional markups. This ensures our customers receive the most competitive pricing while working directly with our team — the manufacturer and specialty contractor.</p> <p>Our Sourcewell line-item pricing is structured to cover all requested products and services within a competitive direct-pricing model. In addition, we are offering Sourcewell member agencies an exclusive 8% discount, along with free shipping on product orders over \$30,000.</p> <p>Our 2026 pricing materials have been uploaded to the Documents section, titled “2026 Sourcewell Pricing”.</p>	*
65	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.	The majority of our sales are conducted factory-direct, which means our pricing reflects manufacturer-direct rates without the typical 30% MSRP markup associated with third-party reseller agencies. On top of these competitive factory-direct prices, we offer Sourcewell members an additional 8% discount, ensuring they receive the best possible pricing on our products and services.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Currently, there are no quantity or volume discounts, nor rebate programs, offered in connection with this RFP.	*

67	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Our goal in this RFP response is to offer a comprehensive, turn-key solution encompassing all typical elements of a skatepark, bike park, or pump track project under this contract. For certain items such as sound dampening materials or specialized installation services, pricing will be based on a percentage cost markup.</p> <p>For any products or services not explicitly included in our price list, we will provide a customized quote upon request. Given the wide variability of components involved in constructing skateparks, bike parks, or pump tracks, it is impractical to list every possible non-contracted item within our standard pricing. Our price list should be understood as covering “standard” components, with recognition that variations in features or dimensions may affect pricing accordingly.</p>	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Our pricing proposal comprehensively covers all components and services typically associated with our projects, including design, materials, manufacturing, and standard installation costs where applicable. However, one element that may not be fully captured within the submitted pricing relates to installation costs for projects located within states that enforce prevailing wage laws.</p> <p>In these prevailing wage states, installation labor costs are subject to specific wage rates mandated by state or local regulations. Consequently, rather than applying our standard percentage-based pricing methodology for installation, we provide a separate, detailed installation quote based on the prevailing wage schedules relevant to the project location. This ensures full compliance with all labor laws and regulations and accurately reflects the labor costs involved.</p> <p>Aside from prevailing wage-related installation costs, all other acquisition-related expenses, including but not limited to product pricing, shipping, pre-delivery inspection, mandatory training, and initial setup, are included within our proposal at no additional charge. Installation pricing adjustments under prevailing wage laws apply exclusively to the labor portion of the installation and do not affect the pricing of materials or products, which are fixed as per the contract terms.</p> <p>We work closely with all relevant parties to ensure transparency and compliance regarding any such costs, and we clearly communicate any adjustments or additional charges during the project quoting process. There are no additional or hidden fees imposed by third parties beyond what is disclosed herein.</p>	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>American Ramp Company provides free freight on Sourcewell-procured projects valued at over \$30,000 (excluding Hawaii, Alaska, and remote parts of Canada). For orders under this threshold, once the final project design is approved and all components are identified, our Shipping Department secures multiple competitive freight quotes from a trusted network of carriers. Leveraging our central U.S. location and the high volume of shipments we manage, ARC consistently delivers cost-effective and reliable shipping solutions for our customers.</p> <p>We also coordinate closely with clients to accommodate specific delivery requirements, such as appointment scheduling, lift-gate service, or specialized handling. In most cases, ARC's installation crews manage receipt and offloading of shipments, ensuring customers have little to no responsibility during the delivery process.</p> <p>For special circumstances — including remote destinations, limited-access sites, or shipments requiring oversized or hazardous materials handling — ARC works directly with specialized carriers to develop tailored logistics plans. This may involve coordinating multiple shipments, engaging niche carriers, or adjusting delivery schedules to align with site-specific needs.</p> <p>Our goal is simple: to ensure timely, efficient, and hassle-free delivery regardless of project size, location, or complexity.</p>	*

70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For shipments to Alaska and Hawaii, our standard procedure is to ship products to the designated port, from which they are transported by boat to their final destination. Shipping to most regions within Canada is managed similarly to domestic shipments, utilizing reliable carriers familiar with cross-border logistics.</p> <p>All freight, shipping, and delivery logistics for these regions are fully managed by our dedicated Shipping Department, relieving the customer of any coordination responsibilities. Our extensive experience with international and remote deliveries ensures smooth, timely handling of these shipments.</p> <p>Due to the geographic and logistical challenges associated with Alaska, Hawaii, Canada, and offshore locations, transit times may be longer compared to continental U.S. deliveries. Additionally, weather conditions, customs clearance, and local regulations may impact delivery schedules. We proactively communicate any such delays and provide detailed shipping quotes upfront, including any additional costs that may be incurred. This approach ensures transparency and allows our customers to plan accordingly.</p>	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Our team has successfully shipped and installed skate, bike, and pump track components in over 40 countries and across a wide range of environments. Given this extensive experience, we consider "unique" to be a relative term. To date, we have met customer requests in virtually every situation encountered and are committed to maintaining this high level of flexibility and responsiveness. While we do not offer any specifically unique distribution or delivery methods, we pride ourselves on our ability to adapt and tailor our logistics approach to meet the needs of each project and customer.</p>	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Upon receipt of an order, it is first reviewed by our Contract Manager, who thoroughly verifies that the pricing aligns with Sourcewell's contract terms. Once confirmed, the sale is recorded in our internal sales report, which tracks all orders along with the procurement method used. We maintain separate, detailed reports for each purchasing program to ensure accurate record-keeping.</p> <p>For our current Sourcewell contract, we utilize the sales report format provided by Sourcewell to report our sales accurately. At the end of each quarter, all sales records are carefully audited and reconciled to ensure compliance with contract pricing and terms. Administrative fees are calculated and remitted for projects that have been completed and fully paid.</p> <p>If any discrepancies or deviations from the contract pricing are identified during the audit, immediate corrective actions are taken. This includes re-pricing the order appropriately, communicating with the customer to resolve any issues, and retraining relevant staff to prevent future occurrences. Our goal is to maintain transparency and uphold strict adherence to Sourcewell pricing to ensure participating entities receive the full benefit of the agreement.</p>	*

73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>American Ramp Company uses several key internal performance metrics to evaluate the success of our Sourcewell-awarded agreement. Examples of these metrics include:</p> <p>1. Sales Revenue Tracking We monitor Sourcewell-related sales revenue on a monthly, quarterly, and annual basis. This allows us to assess growth trends and determine the effectiveness of our engagement with Sourcewell participating entities. These figures have been tracked internally since the award of our first Sourcewell contract and are routinely reviewed by both our Sales and Executive teams.</p> <p>2. Number of Transactions We track the number of Sourcewell-related sales transactions over the same time periods. This helps us evaluate the reach of the contract and identify patterns in usage across different geographic regions or market segments. Our sales team uses this data as a reference when initiating contact with potential clients who are considering using the Sourcewell cooperative purchasing model.</p> <p>3. Conversion Rates from Leads to Sourcewell Sales We monitor how often Sourcewell is used as the procurement vehicle among qualified leads and track conversion rates to measure contract influence and customer preference.</p> <p>4. Customer Feedback and Satisfaction Feedback from Sourcewell members is collected and reviewed internally to measure overall satisfaction with the purchasing process and delivered solutions. High satisfaction levels correlate strongly with the success of the agreement and likelihood of repeat engagement.</p> <p>Corrective Action: If we observe a decline in either sales volume or revenue related to Sourcewell, we initiate an internal review to identify potential causes. This may include evaluating marketing outreach, analyzing regional engagement, surveying customer awareness of the contract, or adjusting our training efforts for internal sales staff. Based on findings, strategic adjustments are implemented to ensure continued alignment with Sourcewell goals and member expectations.</p>	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<p>American Ramp Company proposes an Administrative Fee of 2% of gross sales on all completed transactions with Sourcewell Participating Entities made under the resulting Master Agreement. This fee will be payable to Sourcewell in accordance with the reporting periods and submission requirements outlined in the final contract agreement.</p> <p>We understand that this Administrative Fee supports the valuable services Sourcewell provides, including contract promotion, cooperative procurement facilitation, and member support, and we are committed to full compliance with all related reporting and remittance obligations.</p>	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing structure included in this proposal is more competitive than what American Ramp Company typically extends to group purchasing organizations (GPOs), cooperative procurement programs, or state-level purchasing departments. This reflects our long-standing relationship with Sourcewell and our commitment to delivering exceptional value to its participating entities.	*

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

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>American Ramp Company offers a comprehensive suite of solutions to fully support the design and construction of action sports infrastructure, including skateparks, bike parks, BMX tracks, and pump tracks. Our offerings encompass the full range of products and services required to deliver high-quality, turnkey recreational facilities tailored to each community's needs.</p> <p>- Product Solutions -</p> <p>*Pre-Cast Concrete Skatepark Equipment: Durable, customizable components designed for long-term performance</p> <p>*Modular Skatepark Equipment: Available in wood, steel, and hybrid constructions, suitable for both temporary and permanent installations</p> <p>*Modular Pump Track Equipment: Scalable, high-performance systems adaptable to a wide variety of sites and skill levels</p> <p>*Bicycle Playground Equipment: Innovative features that promote skill development and cycling safety for all ages</p> <p>*Bike Park Equipment: Progressive and flow-oriented features for mountain biking, BMX, and dirt jumping</p> <p>- Construction Solutions -</p> <p>*On-Site Concrete Skatepark Construction: Fully custom design and build using industry-standard shotcrete and flatwork techniques</p> <p>*BMX Track Design & Construction: Delivered to meet UCI standards</p> <p>*On-Site Asphalt Pump Track Construction: Full-service design and construction with hot mix asphalt for long-lasting, low-maintenance surfaces</p> <p>*Trail Construction Services: Development of bike trails, skill lines, and progressive loops within larger recreational environments</p> <p>- Turnkey Project Capabilities -</p> <p>*Site Preparation: Demolition, excavation, drainage solutions, and grading</p> <p>*Structural Services: Formwork, rebar installation, shotcrete application, and concrete flatwork</p> <p>*Custom Design Services: Site-specific, community-driven designs developed with input from stakeholders, budgets, site conditions, and public engagement (e.g., surveys, workshops, community meetings). ARC also provides site assessments and project feasibility studies.</p> <p>*Installation & Maintenance: All installations are completed by trained professionals, with optional maintenance services and training offered post-installation</p> <p>*Branding & Marketing Services: Development of signage, web content, and other communication assets to support community engagement and project visibility</p> <p>At ARC, every project is approached with a focus on customization, community involvement, and quality — from initial design to final installation — ensuring each facility is a safe, sustainable, and lasting asset for the community.</p>

77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>American Ramp Company delivers solutions across several distinct subcategories within the broader field of action sports and recreational infrastructure. These subcategories capture the full range of products and services we provide:</p> <p>*Skateparks: Modular systems, precast concrete elements, and fully custom cast-in-place concrete parks</p> <p>*Bike Parks: Progressive skill features, jump lines, and flow trails for riders of all levels</p> <p>*Pump Tracks: Modular and asphalt construction options, scalable for diverse sites and user groups</p> <p>*BMX Tracks: Design and construction of sanctioned race facilities built to UCI standards</p> <p>*Bicycle Playgrounds: Youth-focused, skill-building bicycle features that promote safety and confidence</p> <p>*Trail & Dirt Track Construction: Off-road trails, MTB paths, and dirt jump tracks integrated into larger recreation areas</p> <p>*Recreational Park Design Services: Community engagement, site-specific planning, and master planning services</p> <p>*Turnkey Construction Services: Site preparation, drainage solutions, and full concrete/asphalt work</p> <p>*Action Sports Equipment Supply: Standalone features and custom-fabricated equipment</p> <p>*Maintenance & Training Services: Post-installation support, training, and ongoing maintenance resources</p> <p>Together, these subcategories reflect ARC's ability to deliver comprehensive, community-driven solutions for action sports and bike-focused recreation projects of all sizes.</p>
78	Describe your installation methods and if your company installs or if the entity finds their own installer.	<p>Our installations are performed by ARC's in-house crews, who are directly trained and managed under our company standards. This structure allows us to maintain complete oversight and control throughout every stage of the process, ensuring the highest levels of quality and customer experience.</p> <p>By keeping all aspects of a project in-house, we not only deliver more consistent outcomes but also eliminate the need for outside contractors or partners — removing unnecessary markups and passing cost savings directly to our customers.</p>

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments *	
79	Skatepark	<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company is uniquely positioned as the only company offering the full range of skatepark build methods under one roof.	*
80	If yes to 79: Skatepark-material including, but not limited to: concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company offers every major skatepark construction option, including modular systems, precast concrete, and full custom cast-in-place concrete parks. Comprehensive pricing for each of these options is included in this proposal, ensuring that Sourcewell participating entities have access to all available solutions, regardless of project scope or budget.	*
81	Bike Park	<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company is uniquely positioned as the only company offering the full range of bike park build methods under one roof.	*

82	If yes to 81: Bike Park-including but not limited to: concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company offers comprehensive, turn-key design and build solutions for all types of bike park facilities. This includes traditional bike parks, pump tracks, and specialized segments developed in-house, such as Bicycle Playgrounds. Our team manages every stage of project development—from initial concept and custom design to final construction—ensuring high-quality, purpose-built facilities tailored to the needs of each community.	*
83	Pump Track	<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company is uniquely positioned as the only company offering the full range of pump track build methods under one roof.	*
84	If yes to 83: Pump Track-including but not limited to: concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company offers all recognized pump track construction methods, including asphalt, concrete, and natural surface tracks. In addition to these traditional build types, ARC also provides proprietary solutions such as our exclusive modular pump track systems. These innovative, prefabricated systems are designed and manufactured in-house and offer flexible, scalable options for communities seeking low-maintenance, high-performance pump tracks. ARC's ability to deliver both standard and exclusive construction methods ensures that we can meet the unique needs and budgets of a wide range of clients.	
85	BMX Track	<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company is uniquely positioned as the only company offering the full range of BMX Track build methods under one roof.	
86	If yes to 85: BMX Track-including but not limited to: concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company is the only U.S. firm capable of delivering every BMX track construction method directly, including concrete, asphalt, metal, wood, synthetic, composite, and organic materials. Our expertise spans pre-cast, poured, cast-in-place, and hybrid solutions — many of which we were the first to introduce to the U.S. market.	
87	Equipment, Accessories, and Services related to the offering of the solutions described above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	American Ramp Company offers comprehensive, turn-key services encompassing every phase of a project. This includes early-stage planning, site evaluation, community engagement, design, and consultation —everything needed leading up to construction. During the construction phase, all work is performed in-house by ARC personnel, including site preparation, installation, and project completion. Post-construction, we continue to support our clients through facility management, programming, and maintenance or repair services — all provided exclusively by trained ARC staff. This vertically integrated approach ensures quality control, streamlined communication, and a consistent customer experience from concept to long-term operation.	

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

Line Item 88. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - 2026 Sourcewell Pricing.pdf - Thursday September 04, 2025 15:17:58
 - [Financial Strength and Stability](#) - Financials, Letter of Credit, Surety Letter, References, ACI Certifications.pdf - Thursday September 04, 2025 12:31:18
 - [Marketing Plan/Samples](#) - 2025 Portfolio Catalog.pdf - Thursday September 04, 2025 10:14:12
 - [WMBE/MBE/SBE or Related Certificates](#) - ARC Missouri MBE Certificate.pdf - Thursday September 04, 2025 10:18:27
 - [Standard Transaction Document Samples](#) - Standard Transaction Documents.pdf - Thursday September 04, 2025 15:16:04
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Sourcewell COIs.pdf - Thursday September 04, 2025 12:31:36

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 1 Skatepark Bike Park Pump Track RFP 090425 Tue August 26 2025 11:48 AM	<input checked="" type="checkbox"/>	1
Amendment 1 Skatepark Bike Park Pump Track RFP 090425 Wed July 23 2025 07:22 AM	<input checked="" type="checkbox"/>	1