

**MASTER AGREEMENT # 090425**

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

**SUPPLIER: Spohn Ranch, 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 Spohn Ranch, Inc., 6824 S. Centinela Ave., Los Angeles, CA 90230 (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**

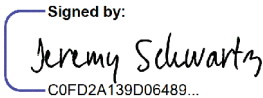
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

Spohn Ranch, Inc.

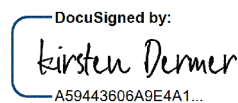
Signed by:  
  
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By: \_\_\_\_\_

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 10/22/2025 | 10:58 AM CDT

DocuSigned by:  
  
 A59443606A9E4A1...

By: \_\_\_\_\_

Kirsten Dermer

Title: CEO

Date: 10/21/2025 | 10:58 AM PDT

# RFP 090425 - Skatepark, Bike Park, Pump Track and BMX Track Solutions with related Equipment, Accessories, and Services

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## Vendor Details

Company Name: Spohn Ranch, Inc.  
6824 S Centinela Avenue  
Address: Los Angeles, CA 90230  
Contact: Kirsten Dermer  
Email: kirsten@spohnranch.com  
Phone: 626-330-5803  
Fax: 626-330-5503  
HST#: 95-4670208

## Submission Details

Created On: Sunday July 20, 2025 18:28:38  
Submitted On: Wednesday September 03, 2025 11:01:29  
Submitted By: Kirsten Dermer  
Email: kirsten@spohnranch.com  
Transaction #: 66b5f1e3-61d3-44da-8189-e2c7a9536749  
Submitter's IP Address: 147.243.107.9

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## 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.	Spohn Ranch, 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).	Spohn Ranch, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: U3KUMG5DEWJ9 CAGE Code: 8A3Q5	*
5	Provide your NAICS code applicable to Solutions proposed.	237990, 238110, 238990, 238910, 237310	
6	Proposer Physical Address:	6824 S. Centinela Ave Los Angeles, CA 90230  6880 Hudson Village Creek Kennedale, TX 76060	*
7	Proposer website address (or addresses):	www.spohnranch.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):	Kirsten Dermer, CEO Spohn Ranch, Inc. 6824 S. Centinela Ave Los Angeles, CA 90230 kirsten@spohnranch.com 626-330-5803	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kirsten Dermer, CEO Spohn Ranch, Inc. 6824 S. Centinela Ave Los Angeles, CA 90230 kirsten@spohnranch.com 626-330-5803	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aaron Spohn, President Spohn Ranch, Inc. 6824 S. Centinela Ave Los Angeles, CA 90230 aaron@spohnranch.com 626-330-5803  Vincent Onel, VP of Skatepark Development Spohn Ranch, Inc. 6824 S. Centinela Ave Los Angeles, CA 90230 vince@spohnranch.com 626-330-5803	*

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

Line Item	Question	Response *
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>We create wheel-focused works of art that build communities and transform lives. Spohn Ranch began as a community, anchored by Aaron Spohn's backyard half-pipe, and grew into an award-winning design-build firm specializing in wheel sports facilities. A cornerstone of wheel sports progression for over 30 years, Spohn Ranch's Los Angeles backyard roots have spread globally, culminating in hundreds of cutting-edge creations.</p> <p>Via three decades of municipal wheel sports projects, spanning 40+ states, 15+ countries and a variety of corporate clients including Red Bull and Vans, Spohn Ranch's designers and builders have mastered a broad range of techniques specific to creating the highest-quality wheel-focused terrain possible.</p> <p>With a firsthand passion for skateboarding, bike riding and other wheel sports, the Spohn Ranch family of highly-skilled craftsmen, including landscape designers, iron workers, grading wizards, asphalt shapers and ACI-certified shotcrete nozzlemen, pride themselves on designing and building wheel sports facilities with the relentless dedication to detail and architectural finesse that Spohn Ranch is known for.</p> <p>Since pioneering this specialized industry in the late 1980's, Spohn Ranch's longevity and consistency have been unparalleled. Three decades of successful business doesn't happen by accident. While many builders have come and gone, our passion and hard work ensured we withstood the ups and downs of both this industry and the economy as a whole.</p>
12	What are your company's expectations in the event of an award?	<p>In the event of an award, Spohn Ranch will strive to contract as many projects as possible through Sourcwell. In service of that goal, we plan to continue our 8+ years of promoting Sourcwell as the optimal procurement approach for municipal wheel sports projects. Upon formal award, we will advertise our contract renewal via multiple marketing channels, including social media (Instagram, Facebook, LinkedIn, etc.), a blog post on our website, a featured section in our monthly newsletter and an email blast to existing and prospective municipal contacts.</p> <p>The benefits of speed and efficiency our clients enjoy with Sourcwell are mutually beneficial for us and incentivize us to advocate for Sourcwell as the ideal procurement method. These advocacy efforts are extensive – extending across verbal conversations, online marketing and printed materials. We also proudly plant the Sourcwell flag at tradeshow exhibits across the country, including our large presence at national conferences such as NRPA, ASLA and NLC, as well as key state conferences such as California, Texas and Illinois.</p> <p>Please see attached for the following:</p> <p>"Attachment 9 – Sourcwell Procurement Guide.pdf," a marketing document we created and which is distributed to all prospective clients.</p> <p>"Attachment 9B – Spohn Ranch Website Landing Page.pdf", an informational page on Spohn Ranch's primary web domain, spohnranch.com, educating visitors about Sourcwell and linking to Sourcwell's website for additional information and resources.</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>2025 marks 33 years of uninterrupted service, focused solely on action sports park design and construction. We take pride in being a passionate and responsible family-owned business.</p> <ul style="list-style-type: none"> <li>• Zero bankruptcies, changes of ownership or operation under a different name</li> <li>• Zero liquidated damages assessed</li> <li>• Zero instances of E &amp; O insurance being used</li> </ul> <p>We are currently bonded with Travelers Casualty and Surety Company of America, with a bonding capacity in the amount of \$5 million per project and \$15 million aggregate. We have a spotless bonding history over our 30+ years of business – none of our bonds or sureties have ever been called upon for any reason. See enclosed bond letter (Attachment 1 – 2025 Bondability Letter.pdf).</p> <p>Our clients rave about their experience working with us. We have enclosed a number of selected reference letters from recent projects and a broad range of geography. This file is enclosed and named Attachment 2 – Letters of Recommendation.</p>
14	What is your US market share for the Solutions that you are proposing?	The financials of our industry are difficult to accurately quantify, but based on our estimates, Spohn Ranch leads the municipal skatepark and wheel sports market with a market share of approximately 25-30%.

15	What is your Canadian market share for the Solutions that you are proposing?	<p>Our main strength is in the US market, but we have performed a few projects in Canada and are focused on further expansion into the Canadian market. We have a Canadian corporate arm with all the required insurance coverage, training and safety programs. We now have a handful of projects in the design phase. While our current share of the Canadian market is small, growing our market share is a key priority for us in the coming years.</p> <p>We have assembled a team on the ground in Canada with the equipment, tooling and manpower necessary to successfully execute multiple projects simultaneously throughout the build season, and we are able to work in all provinces.</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.	Not applicable.	*
17	<p>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).</p> <p>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?</p> <p>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>	<p>Manufacturer and service provider.</p> <p>a) N/A</p> <p>b) Both Spohn Ranch's sales and service forces are internal.</p> <p>We have 10+ internal sales and marketing associates. Each team member possesses decades of experience in the wheeled sports industry and is proficient in the Salesforce CRM platform. While we do not currently have exclusive relationships with external sales representatives, several organizations, such as Penchura in Michigan and Ohio and Cunningham Recreation in the southeast, promote Spohn Ranch's products and services as part of their offerings to the parks and recreation industry.</p> <p>From design through construction and maintenance, our service force is also internal. Our 10-person Los Angeles, California office is made up of designers, drafters, project managers, salespeople and administrative staff and is supported by numerous remote employees. Our fabrication facilities in Southern California, Texas and Iowa employ another 15+ employees including fabricators and welders. Lastly, our field team consists of approximately 25 employees including installers, shotcrete nozzlemen, concrete craftsmen, carpenters and equipment operators.</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>Spohn Ranch currently holds general and specialty contractor licenses in 13 states. We employ ACI Certified Nozzlemen that are both necessary and industry standard for poured-in-place concrete skateparks. A listing of our current contractor's licenses is enclosed (file named Attachment 4 – Spohn Ranch Contractor Licenses.pdf), and a copy of our Nozzlemans Certifications are enclosed (file named Attachment 3 – ACI Certifications.pdf).</p> <p>In addition to required licenses, Spohn Ranch and its key employees pursue continuing education and ongoing certifications. Our Head of Construction, Mark Bradford, is a current elected Director on the Board of The American Shotcrete Association.</p> <p><a href="https://shotcrete.org/about-asa/asa-committees/?utm_source=chatgpt.com#asa_directors">https://shotcrete.org/about-asa/asa-committees/?utm_source=chatgpt.com#asa_directors</a></p> <p>With 30+ years of skatepark experience, he's renowned for precision shotcrete shaping and field leadership on complex pours. Mark is an ACI-Certified Shotcrete Nozzlemans, ACI-Certified Associate Shotcrete Inspector, ACI-Certified Concrete Field Testing Technician Grade I and a published author in Shotcrete magazine on inspection best practices and supplier selection. From municipal parks to competition venues, he sets the concrete standard that skaters—and cities—trust.</p> <p>Selected Published Thought Leadership from Mr. Bradford:</p> <ul style="list-style-type: none"> <li>• "Improving Shotcrete Inspections," Shotcrete (ASA), Fall 2019. Practical guidance on inspection quality from a contractor's perspective. American Shotcrete Association</li> <li>• "Evaluating Ready Mix Suppliers," Shotcrete (ASA), Spring 2015. Selection criteria that affect shotcrete quality and placement. American Shotcrete Association</li> <li>• "Cementing a Legacy: A Concrete Understanding of Municipal Skatepark Development," Shotcrete (ASA). Co-authored with Aaron Spohn; municipal decision-makers' primer on skatepark concrete. American Shotcrete Association</li> </ul> <p>PROFESSIONAL AFFILIATIONS</p> <ul style="list-style-type: none"> <li>• National Recreation &amp; Park Association (NRPA)</li> <li>• American Society of Landscape Architects (ASLA)</li> <li>• California Parks &amp; Recreation Society (CPRS)</li> <li>• U.S. Green Building Council (USGBC)</li> <li>• American Concrete Institute (ACI)</li> <li>• American Shotcrete Association (ASA)</li> <li>• Construction Specifications Institute (CSI)</li> <li>• American Society for Testing &amp; Materials (ASTM)</li> <li>• World Skateboarding Federation (WSF)</li> <li>• Professional Trail Builders Association (PTBA)</li> </ul>	*

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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<ul style="list-style-type: none"><li>American Society of Landscape Architects Merit Award, 2019 (Playground 52 Skatepark – Bronx, NY)</li><li>California State Senate &amp; California State Assembly Recognition in Honor of Artisanhip, 2020 (Gibson Mariposa Skatepark – El Monte, CA)</li><li>CALIFORNIA PARK AND RECREATION SOCIETY Award for Excellence in Design, 2020 (Manzanita Skatepark - Anaheim, CA)</li><li>IOWA READY MIXED CONCRETE ASSOCIATION Excellence in Concrete Award, 2023 (Riverside Skatepark – Cedar Rapids, IA)</li><li>MICHIGAN RECREATION &amp; PARK ASSOCIATION Park Design Award Winner, 2025 (Unity Skatepark - Northville, MI)</li><li>GREAT LAKES PARK TRAINING INSTITUTE Great Lakes Park, Facility, or Program Award, 2025 (Unity Skatepark - Northville, MI)</li></ul> <p>Notable recognitions</p> <ul style="list-style-type: none"><li>La Quinta X Park (La Quinta, CA) — hosted the 2023 World WCMX Championships, highlighting the facility's regional stature. GovDelivery</li><li>La Quinta X Park — previewed by Tony Hawk, who called it “really first class... one of the best parks built,” generating national buzz ahead of opening. KESQ</li></ul>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 85% of sales are to public entities and agencies; 15% to private firms (particularly action sports competition firms).	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 1% to school districts/education.	*
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?	We previously held purchasing contracts with the State of NJ, HGAC (Houston Galveston Area Cooperative), Miami-Dade County, Clay County, and several others. We have since focused all our cooperative procurement through the Sourcwell contract. Over the past three years, our annual sales volume through this contract has been steadily increasing from around \$1 million annually to over \$5.7 million in the first half of 2025, with another 6 months remaining in the year. Additionally, we have signed a multi-year contract with the City of Los Angeles, where they have issued a blanket purchase authorization of up to \$3 million per year with us. They are working to transition all their skatepark purchasing to this method. We have several other repeat clients who have committed to Sourcwell as their preferred procurement method, and who have several projects scheduled to order via this contract early in 2026 after renewal.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Lincoln, NE	Karen Nalow	402-441-8275	*
Mecklenburg County, NC	David Kessler	704-336-2472	*
Washington City, UT	Barry Blake	435-680-8530	*

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

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

Line Item	Question	Response *
26	Sales force.	<p>Sourcewell's participating entities are in good hands with Spohn Ranch's salesforce. With support from our 3-person marketing team, our internal 8-person salesforce, serves the entire US/Canada market and is divided into the following regions:</p> <ul style="list-style-type: none"> <li>• California</li> <li>• West Coast (other than California)</li> <li>• Midwest</li> <li>• East Coast</li> <li>• South</li> <li>• Canada</li> <li>• International</li> <li>• Maintenance</li> </ul> <p>Sourcewell's participating agencies can begin communication with our salesforce via multiple methods, including phone, email, the contact form on our website, Instagram/Facebook, LinkedIn and verbal conversations at the many municipal conferences Spohn Ranch attends across the country. Upon first communication, participating agencies are registered in Spohn Ranch's Salesforce CRM platform and the project is then meticulously tracked throughout the sales cycle – ensuring no information slips through the cracks and follow-up communication is automatically scheduled.</p> <p>With salespeople strategically located throughout the US and Canada, frequent travel schedules and philosophy of visiting every canvas before we begin the design process, we can provide a personal touch no matter where the Sourcewell participating entity is located.</p> <p>Our construction team often acts in an informal sales capacity as well, by conducting short-notice meetings and site visits when a municipality adjacent to an active construction project is seeking our help.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>While we do not have any exclusive relationships with external sales representatives, several organizations, such as Penchura in the Midwest and Cunningham Recreation in the South, promote Spohn Ranch's products and services as part of their offerings to the parks and recreation industry. These external representatives are instructed to promote Sourcewell as the ideal procurement vehicle, given the specialty nature of wheel sports facilities does not conform well to the traditional bid process.</p>
28	Service force.	<p>Licensed, bonded and insured worldwide, we've built skateparks and wheel sports facilities in every imaginable climate and in the most challenging and complex of sites – from Guantanamo Bay, Cuba to Anchorage, Alaska. While our main office and design studio is strategically located in Los Angeles, the birthplace and continued epicenter of the skateboarding and wheel sports industry, there is nowhere we won't go.</p> <p>Our service force is organized as follows:</p> <ul style="list-style-type: none"> <li>• Los Angeles, CA design studio – 5 full-time employees</li> <li>• Perris, CA fabrication facility – 5 full-time employees</li> <li>• Anamosa, IA fabrication facility – 3 full-time employees</li> <li>• Kennedale, TX fabrication facility – 7 full-time employees</li> <li>• Field remote – 25 full-time employees</li> <li>• Office remote – 10 full-time employees</li> </ul> <p>Typically, at any given time, our in-house field crews are simultaneously executing 5-10 projects throughout various parts of the US and Canada. The 4-8 man field crews are led by a dedicated Construction Superintendent and supported by a dedicated back-office Project Manager that handles all of the Sourcewell participating entity's administrative needs.</p> <p>In addition to executing new projects, Spohn Ranch's specialized craftsmen are also available for warranty and repair services throughout the US and Canada.</p> <p>Our broad range of specialty construction services specific to creating wheeled sports facilities, such as skatepark and pump tracks, include the following:</p> <ul style="list-style-type: none"> <li>• Carpentry</li> <li>• Steel fabrication</li> <li>• Demolition</li> <li>• Drainage</li> <li>• Utilities</li> <li>• Earthwork</li> <li>• Cast-in-place concrete</li> <li>• Shotcrete</li> <li>• Precast concrete</li> <li>• Asphalt</li> <li>• Landscaping</li> <li>• Electrical</li> <li>• Site amenities</li> </ul>

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process is handled directly by our in-house salesforce. After meeting (either virtually or in-person) with the Sourcewell participating entity to discuss the products and services that will meet their project's needs, the salesperson assigned to that region prepares a formal proposal. The proposal notes Spohn Ranch's Sourcewell contract number, the Sourcewell member number and the Sourcewell product code and unit pricing for the various products and services. The Sourcewell member then signs that proposal directly or prepares an agreement or purchase order that incorporates Spohn Ranch's proposal by reference. Upon order, the salesperson fills out the detailed checklist from our digital project management software (Monday) and organizes an internal meeting where the project is introduced to the construction team and then formally handed off.	*
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.	As our past clients can attest, our custom service is so exceptional because as skateboarders and wheel sports athletes ourselves, we are so passionate about our work. These aren't just projects and paychecks. We consider each Spohn Ranch facility a one-of-a-kind work of art. We develop an intimate understanding of the community and establish close relationships with local skateboarders and wheel sports athletes that extend far beyond the life of the contract. When a community entrusts us with its most valued assets — its kids, its dollars and its real estate — we take our customer service responsibility very seriously. Customers are assigned dedicated professionals at each stage of the project so that there is never confusion as to who their primary point of contact is. Customers are also looped directly into our project management software, where they can see quality control checklists being followed as we move through the project. This includes the critically important project closeout process, where we formally close out the project with the customer once we have achieved 100% customer satisfaction. Response time via phone, email and social media is lightning fast — typically within 24 hours, if not less. Via our traveling salespeople, our remote employees stationed across the US and Canada and our field crews also scattered across the US and Canada, we can typically have someone on site for an in-person meeting within 2-5 business days, regardless of location. With assistance from AI technology, our SalesForce CRM platform automatically schedules annual follow-ups with past clients to confirm customer satisfaction and preemptively address any maintenance or warranty issues. Lastly, a great indicator of good customer service is that many of our clients are repeat customers who purchase from us multiple times as they build skateparks and wheel sports facilities in different parts of their communities.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Spohn Ranch is willing and able to provide a wide range of products and services to all Sourcewell participating entities. Spohn Ranch is well-known as an industry pioneer and has been serving the US market with critical acclaim for nearly three decades. We have no intention of slowing down, as evidenced by our consistent growth in terms of annual revenue, market share and the quality of our products/services. Our administrative team is robust and well-equipped to handle the administrative requirements of Sourcewell agreements and purchase orders.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Spohn Ranch, Inc. has a Canadian corporate arm, Spohn Ranch Skateparks, and is capable of providing all of its products and services to Sourcewell participating entities in Canada. We are in the process of ramping up our Canadian presence and are motivated to grow market share in Canada. Our administrative team has spent considerable effort familiarizing themselves with the nuances of Canadian laws and requirements, ensuring a smooth contracting process for Sourcewell participating entities in Canada. Our Canadian arm has all the required insurance coverage, training and safety programs. We now have several projects in the design phase.  We have assembled a team on the ground in Canada with the equipment, tooling and manpower necessary to successfully execute multiple projects simultaneously throughout the build season, and we are able to work in all provinces.  NOTE: All pricing is in USD. For Canadian projects, the appropriate exchange rate will be calculated at the time of order.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Spohn Ranch will serve all geographic areas in the United States and Canada via the Sourcewell agreement.	*
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.	Spohn Ranch has a global presence and we plan to serve all account types of Sourcewell participating entities. Prior to being awarded a Sourcewell contract in 2017, we had worked with more regionally-focused cooperative purchasing programs such as HGACBuy, but we opted to consolidate to a single nationally-recognized program that better complemented our nationwide reach.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Spohn Ranch does not have any contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska and US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

**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>Spohn Ranch has been actively promoting Sourcewell since earning a contract in 2017 and will continue to do so with both existing and prospective clients. The benefits of speed and efficiency our clients enjoy with Sourcewell are mutually beneficial for us and incentivize us to advocate for Sourcewell as the ideal procurement method.</p> <p>Upon formal award, we will advertise our contract renewal via multiple marketing channels, including social media (Instagram, Facebook, LinkedIn, etc.), a blog post on our website, a featured section in our monthly newsletter and an email blast to existing and prospective municipal contacts.</p> <p>External sales representatives, such as Penchura, will also advocate for Sourcewell as the optimal procurement vehicle when looping us into their skatepark and wheel sports facility projects.</p> <p>Almost immediately after notification of award in 2017, we created a "Sourcewell Guide" (see Attachment 9 – Sourcewell Procurement Guide.pdf and Attachment 9B – Spohn Ranch Website Landing Page.pdf) that summarized Sourcewell specific to wheel sports facilities and provided clients with an easy-to-digest document they can pass along to their purchasing/contracting departments. We will update this document with new information as necessary and distribute in both print and digital formats.</p> <p>Spohn Ranch's in-house sales and marketing teams are well-versed in municipal procurement. Through decades of promoting cooperative purchasing programs and eight years promoting Sourcewell, we've developed an intimate understanding of the reasons why a municipality may be hesitant to stray from the traditional bid process. We've developed strategies to overcome those hurdles and have learned to articulate the mechanics of Sourcewell to address potential concerns.</p> <p>During our sales department's weekly meeting, we disseminate new information from Sourcewell so that our salespeople can correctly communicate any changes in the process/program to our clients. Our Founder and President, Aaron Spohn, is our internal Sourcewell point of contact, delivering new and relevant information to our sales team, and assisting any projects which may need additional information to adopt it as a purchasing method.</p> <p>The depth and breadth of Spohn Ranch's marketing plan is unparalleled in our industry. Via SEO strategies to rank #1 for target search terms, AI technology for email outreach and a robust social media presence, we generate thousands of opportunities annually to present Sourcewell to prospective clients.</p> <p>The real anchor of our marketing plan, however, is our tradeshow attendance. We proudly plant the Sourcewell flag at tradeshow exhibits across the country, including our large presence at national conferences such as NRPA, ASLA and NLC, as well as key state conferences such as California, Texas and Illinois.</p> <p>Few companies in our industry attend the national conferences to begin with. Even fewer, invest the dollars in large exhibits prominently located to maximize traffic and interaction with potential Sourcewell participating entities.</p> <p>In addition to merely attending these conferences, our Founder and President, Aaron Spohn, is often asked to share his expertise via educational seminars. Dedicated presentation slides in these seminars allow us to simultaneously communicate information regarding Sourcewell to an audience of hundreds from our specific target demographic.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Spohn Ranch has a robust digital presence strategically utilized to generate leads and communicate our brand to the world. Through a decade of relentless SEO analysis and consultation with marketing experts, we've established our website as the top search engine result for industry keywords such as "skatepark designer" and "skatepark builder".</p> <p>We also boast a large social media following (Instagram, Facebook, YouTube, etc.) with devoted fans who actively encourage their municipal officials to hire Spohn Ranch for their skatepark and wheel sports facility projects. Social media is also where professional skateboarders and industry influencers with millions of followers promote Spohn Ranch as the number one choice for skateparks, pump tracks and other wheel sports facilities.</p> <p>Ensuring our marketing efforts translate into actual contracts, the leads we generate are expertly integrated into our Salesforce CRM platform for further analysis and follow-up. State-of-the-art AI technology assists with many of the most time-consuming aspects of this process, freeing up our salesforce to do what they do best – communicate face-to-face with prospective clients.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Given the Sourcewell knowledge and expertise we've developed over the past 8 years, we envision Sourcewell having a minor role in the promotion and execution of the contract. Sourcewell's website and other online resources have proven extremely valuable when trying to identify existing members or research legal statutes. We know how to answer the majority of questions municipalities raise when considering Sourcewell, but we may still run into an occasional question where it would be helpful for the client to speak directly with a Sourcewell representative.</p> <p>Sourcewell is already an integral component of our sales process and will remain that way. Our highly-knowledgeable salespeople will introduce Sourcewell early in the sales cycle and continue promoting it throughout the process.</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.	No. Our products and services are too complex and custom to be ordered without prior consultation and analysis of site conditions.	*
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**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>It is standard practice for Spohn Ranch's Construction Superintendent to lead an educational training session with the client upon substantial completion of the project. We conduct a walkthrough of the facility and review maintenance/inspection guidelines detailed in the Owner's Manual, which is submitted as part of the project close-out process. Skateparks and wheel sports facilities are highly-specialized and not something typical maintenance/operation staff are familiar with, so the training session is critically important for helping clients understand the nuances of the facility which may not be apparent. Via a detailed checklist and map of the facility for noting the location of issues, the Owner's Manual outlines weekly inspection requirements and details when an issue should be submitted to Spohn Ranch for further analysis.</p> <p>A single training session is standard upon completion of the project, but Spohn Ranch is available for additional training and inspections as necessary – for example, if the client deals with staff turnover. The cost of additional training, extended warranties and regularly scheduled maintenance plans are quoted per project.</p> <p>If a client is interested in an approach a step above typical maintenance/operation requirements performed by the client's staff, we are happy to connect the client with our affiliate company, the Action Park Alliance, which specializes in professional skatepark management with an emphasis on youth programming, special events, lessons and camps.</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>Since pioneering our industry in the late 1980s, Spohn Ranch has been a consistent driver of innovation in action sports facility design and construction. Across skateparks, pump tracks, and sanctioned bike parks, we've continually evolved our process to embrace technologies that enhance quality, reduce project timelines, and deliver exceptional value to public sector clients.</p> <p>On the design and planning front, we utilize drone-based aerial imaging and topographic mapping to generate highly accurate site data at the outset of each project. That data feeds directly into our use of the full Autodesk suite—including Civil 3D, Revit, Inventor, InfraWorks, and 3ds Max—enabling precise cut/fill analysis, photorealistic 3D renderings, and stakeholder-ready visuals. Our design team also produces 3D-printed scale models to help clients and community members better visualize proposed solutions.</p> <p>Public engagement is another area where technology plays a critical role. Spohn Ranch uses digital polling platforms like PollEverywhere and social media campaigns to gather community feedback. During in-person design workshops, we deploy virtual reality experiences using Meta Quest headsets, allowing stakeholders to explore different design options at full scale and in real time.</p> <p>In the field, our construction team incorporates CNC-cut forming systems, precision screeding tools, and industry-leading concrete curing and finishing techniques to ensure long-term durability. Spohn Ranch was also the first skatepark builder in the U.S. to utilize precast concrete technology—now an essential part of our strategy when site constraints or weather conditions demand accelerated timelines and enhanced quality control.</p> <p>Looking ahead, Spohn Ranch is actively investing in artificial intelligence and automation to elevate how we serve Sourcewell members and maximize the impact of the Sourcewell contract. Our goal is to become a highly responsive, agent-driven organization—using AI-powered systems to accelerate quoting, streamline technical inquiries, and deliver tailored responses to Sourcewell agencies faster and more efficiently. These systems are being custom-developed using GPT technologies and will be trained specifically on our catalog of products, technical specs, and contract procedures—empowering public agencies to get the information they need without delays.</p> <p>Internally, we are also implementing AI agents and automation tools to support project estimating, cost tracking, schedule planning, safety documentation, and lifecycle maintenance tracking. These tools will enable Spohn Ranch to scale efficiently and provide consistently high levels of support, even for agencies with limited internal bandwidth or experience in skate/BMX infrastructure.</p> <p>Ultimately, we view the Sourcewell contract not just as a procurement vehicle, but as a partnership model that deserves strategic investment. By aligning our technology roadmap with the needs of Sourcewell members, we are committed to delivering not just innovative facilities—but a smarter, faster, and more accessible way for agencies to bring them to life.</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>Spohn Ranch's staff, including designers certified by the U.S. Green Building Council, take great pride in our thoughtful approach to environmental responsibility. Headquartered in Los Angeles, California, the epicenter of the “green” movement, Spohn Ranch either meets or exceeds all environmental standards applicable to work, including the California Resources Board's Diesel Heavy Truck Emissions Regulations.</p> <p>A signature detail of a Spohn Ranch skatepark is our colorful steel forms. Not only do these forms add a modern aesthetic touch, they significantly reduce waste by leaving the form in place vs. lumber forms built from scratch in the field and thrown away after each project. When not using permanent steel forms, concrete forms/templates are created from re-purposed materials, then fed into our CNC router which minimizes waste via extreme precision. Materials are efficiently shipped with minimal consumables and we routinely combine shipping for multiple projects via in-house trucking to reduce fuel/emissions.</p> <p>Our precast concrete technology reduces waste and consumption by creating permanent molds that can be used 100+ times vs. creating a new mold in the field for every single project. The concrete used for these molds, as well as in the field, prioritizes the use of environmentally-friendly materials such as fly ash (upcycling) and natural sustainable fibers. At our fabrication facility, we recycle 100% of metal that is not used and send all waste to a modern processing facility for separation and recycling. Very minimal waste ends up in a landfill.</p> <p>Spohn Ranch also views the design process through the lens of sustainability. We actively promote the use of internal landscape areas (native plantings) and colored concrete to reduce heat island effect. We advocate for site amenities that encourage environmental responsibility – recycling bins, bottle filling stations, bike racks, solar power elements, electric/rideshare vehicle parking, etc. And our default philosophy is to strategically design wheel sports facilities that balance earthwork cut/fill quantities to minimize the import/export of material and reduce fuel consumption.</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.	Not Applicable.	*
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>Sourcewell's participating entities join the world's top professional athletes and corporate clients such as Vans and Red Bull in seeking out Spohn Ranch. The breadth and depth of our expertise, shaped by three decades and hundreds of projects, has forged a reputation that is unrivaled in the industry.</p> <p>The Spohn Ranch difference:</p> <p>Wide spectrum of wheel sports solutions. While the majority of our industry is focused solely on skateboarding-centric, cast-in-place concrete skateparks, Spohn Ranch has led the charge on the concept of a “wheel park” – a strategic arrangement of diverse materials (concrete, asphalt, steel and dirt) designed to accommodate all non-motorized wheel sports. This includes skateboards, bikes, scooters, skates and wheelchairs. Rather than sourcing solutions from multiple vendors, with Spohn Ranch, Sourcewell's participating entities can find everything they need under one roof – whether it's a concrete skatepark, an asphalt pump track or a dirt mountain bike trail.</p> <p>Unparalleled experience. You don't survive the ups and downs of three decades on accident. While other builders have come and gone, our passion, professionalism and hard work have sustained our success over the long haul.</p> <p>Process. We've spent 30+ years refining and improving our design-build process. From first information checklist to final concrete pour, our process is dialed - guaranteeing a smooth experience free from surprises.</p> <p>Well-balanced facilities. Our skateparks and wheel sports facilities accommodate the full spectrum of experience levels and feature a ratio of street to transition-style terrain shaped by community input. Not too advanced. Not too much transition. Just right.</p> <p>Art and aesthetics. Spohn Ranch is known for architectural finesse and sculptural elements that transform a skatepark into a modern work of art the entire community can take pride in.</p> <p>High-quality construction. When a community is entrusting us with its most valued assets - its kids and its real estate - we don't take the responsibility lightly. We sweat the small stuff and when other builders would say “good enough” - we take the extra steps to make sure it's done right.</p> <p>Headquartered in Los Angeles, California. Sourcewell's vendor list for this category could not feel complete without a design-build firm based in the birthplace and continued epicenter of the skateboarding industry. Our immersion in Los Angeles' skateboarding and wheel sports culture ensures we consistently have our finger on the pulse of this industry and are always on the leading edge of new trends and advancements.</p>	*

46	<p>Describe your process in building a sanctioned BMX course and how you meet the USA BMX or Union Cycliste Internationale (UCI) requirements</p>	<p>Spohn Ranch designs and constructs BMX race tracks that meet or exceed the standards of USA BMX and the Union Cycliste Internationale (UCI). Our process is grounded in decades of experience delivering high-performance, competition-ready venues, and supported by a team that includes specialists with a deep track record of constructing Olympic and World Championship BMX courses.</p> <p>Drawing on this expertise, our team ensures every sanctioned facility we build is designed with careful attention to UCI and USA BMX specifications, including jump spacing, starting ramp geometry, turn radii, safety zones, and infield vehicle access. Upon completion, tracks are test-ridden by elite-level athletes and reviewed for compliance ahead of competition use or certification.</p> <p>Historically, UCI-sanctioned tracks have predominantly utilized dirt and asphalt construction methods. Spohn Ranch's team includes professionals with substantial experience in both of these formats, including numerous UCI events worldwide. Meanwhile, USA BMX is now showing increased interest in integrating concrete into its infrastructure strategy—particularly for new public and municipal facilities.</p> <p>This evolution aligns directly with Spohn Ranch's unique position in the marketplace. Unlike most vendors within the Sourcwell contract space, Spohn Ranch offers in-house specialization in both asphalt and concrete pump track construction. We maintain highly capable and experienced teams dedicated to each surface type, allowing us to tailor the riding experience to the goals of the client, event sanctioning body, or local conditions.</p> <p>This dual-surface capability makes Spohn Ranch a uniquely versatile provider in the marketplace—particularly within the Sourcwell cooperative purchasing program. As USA BMX seeks to expand track access through new public and municipal developments, Spohn Ranch is well-positioned to execute those projects under the Sourcwell contract. Our ability to streamline procurement for public agencies makes us a strong candidate when USA BMX refers communities or partner organizations toward pre-vetted, sanctioning-ready contractors capable of delivering both concrete and asphalt track solutions.</p> <p>Our team has successfully delivered BMX and pump track projects across the U.S. and Canada, including several recent Canadian installations executed to competition-grade standards. With a history of working alongside sanctioning bodies, municipalities, and event organizers, we consistently deliver BMX tracks that are both technically sound and community ready.</p>
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47	Describe the methods or techniques that impact the durability or longevity of your product.	<p>Corners are meant to be carved, not cut.</p> <p>Without a doubt, the most important factor in the durability and longevity of our products is our experience. Lessons new entrants in the market are just now learning are lessons our seasoned craftsmen learned in the 1990's.</p> <p>In addition to unmatched experience, the hallmarks of Spohn Ranch's construction approach are thorough planning, continuous quality control and meticulous attention to detail.</p> <p>The edges of all obstacles are thoroughly wrapped with hot-dip galvanized steel edge protection to prevent chipping and breaking where skateboarders and wheel sports athletes grind/slide.</p> <p>In collaboration with industry leaders from the American Concrete Institute, the American Shotcrete Association and the World of Concrete, we've spent decades refining and tweaking our concrete mix designs and steel reinforcement schedules for superior durability.</p> <p>When your products need to withstand daily abuse inflicted by skateboards and bikes, minor details like aggregates and chemical admixtures matter.</p> <p>Spohn Ranch collaborates with civil engineers to create custom stormwater management plans for each project. Water is the enemy of concrete and is a leading cause of cracks, surface pop outs and spalling. Intelligently designed drainage systems and stormwater management solutions ensure water is efficiently discharged from our facilities before it can damage the highly-sensitive riding surface.</p> <p>Spohn Ranch collaborates with structural engineers to customize construction details for each project. Foundation designs can vary wildly from California to North Dakota. Injecting expertise from the best minds in structural integrity ensures our products can withstand environmental factors such as freeze/thaw cycles.</p> <p>Spohn Ranch collaborates with geotechnical engineers to develop an in-depth understanding of the sub-surface conditions of each project. Differential settlement in a skatepark can trip up a skateboard wheel and lead to safety issues. Integrating recommendations from geotechnical experts into our details and specifications ensures what's happening below the wheel sports facility doesn't negatively impact the facility itself.</p> <p>The ability to precast obstacles off-site is an important advancement in durability. Utilizing pre-engineered molds is a clear evolution of the skatepark construction process. Rather than creating the same form on site hundreds of times and having it vary each time, our precision-cast pieces ensure a level of consistency unmatched by hand-formed concrete. All Spohncrete pieces are precision-cast in optimal factory-controlled conditions, using pre-engineered molds. As opposed to solely relying on field craftsmanship, our stringent quality control process ensures that our pieces are free from flaws and inconsistencies. Instead of leaving the quality of our pieces at the mercy of locally available materials and extreme weather conditions, Spohncrete is cast with a proprietary material mixture for maximum strength and durability. By not solely relying on field craftsmanship, we can guarantee our pieces will be free from the kinds of waves, lumps and misshapen edges that can diminish the quality of a skatepark. Careful control of the concrete mixture and curing process also contribute to the creation of the highest-quality skatepark features. The factory-controlled environment elevates skatepark construction to new levels of quality, taking what is traditionally a service and transforming it into a high-end, polished product. Additionally, steel edge protection is inserted into our molds prior to casting. Once the edging is in place, the concrete is poured directly into the mold, which is positioned upside down. Rather than working against gravity, we use it to our advantage - ensuring every piece has the best concrete consolidation against the steel edge.</p>
48	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	<p>Aaron Spohn led the ASTM committee that created safety standards for both above-ground and in-ground skateparks in the early 2000's. See attached for the ASTM Standards (Attachment 11 – ASTM Standards.pdf).</p> <p>Safety issues in skateparks and wheel sports facilities arise when durability is lacking, so since then, we have continued to prioritize safety by focusing on the durability of our products and facilities. A skateboard wheel is extremely sensitive and the slightest inconsistency or imperfection can trip up a rider and send them crashing to the ground. Our decades of experience, use of modern technologies and meticulous quality control process ensure durability in the face of any environmental condition or impact from a wheel sports athlete.</p> <p>Educational training sessions upon project completion also help clients and operators understand what issues to look out for and how to preemptively address potential maintenance issues. Passing our knowledge onto the client ensures they know how to spot an issue and flag it to us before it becomes a safety issue for a rider.</p> <p>A single training session is standard upon completion of the project, but Spohn Ranch is available for additional training and inspections as necessary – for example, if the client deals with staff turnover. The cost of additional training, extended warranties and regularly scheduled maintenance plans are quoted per project.</p>

49	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	<p>Successful wheel sports facility design skillfully balances the unique conditions of the site with the needs of three distinct groups – our government clients, the community and the park users.</p> <p>Striking that balance begins with a thorough information gathering process.</p> <p>Through the lens of three decades of specialty wheel sports construction experience, we first analyze the site's topography, soil composition, drainage conditions, adjacent uses and legal requirements. Exhaustive upfront planning ensures responsible design work and helps us avoid surprises down the road that cost both time and money.</p> <p>Once we develop an intimate understanding of our canvas, we engage in a robust community engagement process. Public design workshops, polling software and modern social media tools reveal the community's goals and directly shape our vision for the project. With all of the necessary information in hand, we focus on the principles of Spohn Ranch's signature design philosophy and get to work.</p> <p>Fun – While progressive terrain will always be a core principal of our design philosophy, the overarching focus is fun. We want our spaces to be fun for every rider – no matter their age, style, skill level or wheel type. "Fun" facilities provide features of varying difficulty to accommodate the full spectrum of experiences – from the kinds of days where you want a mellow session to the days where you wake up feeling hungry and aren't worried about taking a slam or two on big terrain.</p> <p>Variety – Smart wheel sports design is democratic. Refined during the public engagement process, the balance of terrain styles, the ratios of various wheel sports (skate, bike, etc.) and the spectrum of skill levels should complement the unique make-up of each community. Wheelchairs, for example, are a growing segment of facility users that we have paid close attention to over the last several years. Meetings and an ongoing dialog with leaders within the WCMX community have informed our design process and enabled us to make minor adjustments to our facility designs that can open a whole new world of possibilities for WCMX athletes.</p> <p>Art – Wheel sports facilities shouldn't feel like places where you are sentenced to ride, but more like naturally-occurring landscapes that just so happen to showcase wheel sports. Thus, Spohn Ranch designs do not look like just a grey blob of concrete. They are colorful, architectural works of art with sculptural elements that create a sense of community pride.</p> <p>Flow – As wheel sports athletes ourselves, Spohn Ranch has spent decades personally analyzing and refining design principles to maximize safety. Thoughtful flow patterns, strategic obstacle spacing and designated spectator areas work in combination to maximize sight lines and minimize collisions. Flow is so important to our philosophy that our Design Director, Vince Onel, authored and published "The Skatepark Etiquette Guide". This deep dive into skatepark mechanics, perfect for the parents of beginner riders, is gifted to all of our clients upon project completion.</p>
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50	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	<p>While Spohn Ranch has successfully executed countless projects where the design and build components are separate, our preferred project delivery method is design-build. Our most successful projects benefit from a vertically-integrated approach where all work is done in-house – including learning about the spirit and heritage of a community, analyzing the unique conditions of a site and manufacturing custom steel and concrete elements. Given the specialty nature of our category, we feel confident that this turnkey process is optimal for both the vendor and the Sourcwell participating entity.</p> <p>Single point of accountability – One entity, one contract and one unified flow of work from initial concept through completion of construction. By having a single partner who is dedicated throughout the life of the project, design-build ensures communication and accountability are at their highest possible levels. Without a second party to point the figure at or deflect blame onto if issues arise, the design-build contractor can be singlehandedly responsible for cost, schedule and performance.</p> <p>Budget management – After the client establishes their budget during the contracting phase, we lead a meticulous information gathering process, including in-depth site investigation and detailed confirmation of project scope. This ensures the design we create is feasible for the budget and there are no surprises or opportunities for change orders. We also waste no time integrating our construction team into the design process, ensuring we are designing for efficient and intelligent construction. Design-only firms are notorious for over-promising during the design phase and crossing their fingers as the construction bids come in. Having never executed the complex process of building a skatepark or pump track firsthand, it's not surprising that their cost estimates are consistently inaccurate. Spohn Ranch has tracked data for design-bid-build projects for the past 20+ years and roughly 60% of design-bid-build projects are re-bid multiple times due to a lack of contractor response or bids far above the established budget.</p> <p>Decreased Administrative Burden – Rather than spending time, money and energy managing multiple contracts, design-build allows clients to focus on the successful completion of the project. When handling multiple bidding processes, the client is forced to resolve ambiguity in material/construction specifications and potentially intervene when legal disputes arise between the parties involved. In the design-build scenario, a single design-build contract streamlines the process and reduces administrative responsibilities. In the all too often scenario of design-bid-build where bids come in above the established budget, clients are also then forced to spend valuable resources value-engineering the design in hopes of hitting the budget during the re-bid.</p> <p>Speed &amp; Efficiency – Design-build projects can be completed in shorter timeframes because bid time is reduced, potential construction problems are uncovered early on and enhanced communication avoids lengthy delays. There is no such scenario where the contractor has trouble interpreting the plans, because the contractor created the plans. In addition, the overlapping approach allows scheduling and materials/equipment procurement to begin before the design plans are 100% finalized. Total project timelines can be reduced by up to 50% compared to a design-bid-build scenario.</p> <p>A Work of Art – We consider each Spohn Ranch project a one-of-a-kind work of art. We develop an intimate understanding of the nuances of the site and establish a close relationship with the community that extends far beyond the life of the contract. Our passion for skateboarding and wheel sports guarantees we are dedicated to seeing our artistic vision all the way through to the finish line. You wouldn't hire a renowned sculptor to design a sculpture, then instead of asking the sculptor to complete the project, find the cheapest possible person to execute it. The same logic applies to wheel sports facilities. Additionally, some of our most challenging work has been in the private sector, designing and building for wheel sports industry companies and the world's top professional athletes. After a rigorous vetting process, these clients consistently choose Spohn Ranch because of our unique ability to deliver quality terrain under any condition imaginable – including complex sites, logistical hurdles and extreme time constraints.</p> <p>Our corporate clients and the athletes they host demand perfection when the facility is the stage for a live television event. The spacing between every obstacle has to be precise, the height and angle of every feature has to be perfect and the quality of the construction has to be flawless. With over 30 years of experience in this segment, we've really been able to hone our design and construction skill sets - injecting that attention to detail into all of our municipal projects.</p>
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**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	Woman-Owned Business; Certification is in the Documents Section	*
52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
53		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	oman-Owned Business; Certification is in the Documents Section	*
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*

**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.	We tailor our payment terms to the type of project. If simply a purchase of standard equipment, payment terms are net 30. If a project is design-build and involves some custom work, we bill our clients monthly on a percentage of completion basis according to a mutually-created schedule of values. We accept checks, ACH payments and wire transfers. We also accept credit cards for an additional fee of 3%.	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	Spohn Ranch will partner with National Cooperative Leasing (NCL) to offer NJPA members a complete suite of finance solutions. NCL is a current NJPA financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Spohn Ranch and NCL.	*

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>At the appropriate time, Spohn Ranch prepares a Sourcewell proposal noting the client's member ID number and Spohn Ranch's Sourcewell contract number. The proposal details the scope of work, the price, exclusions and legal terms/conditions. An order is made when the client either signs this proposal or issues a purchase order in their preferred format with our Sourcewell proposal as an exhibit/attachment.</p> <p>When the order is received, it is submitted to our CEO/CFO, Kirsten Dermer, who initiates the administrative process, our VP of Development, Vincent Onel, who updates our Salesforce CRM platform and Doug Hagen, our Director of Projects, who initiates the fabrication/construction process.</p> <p>Quarterly reports are easily generated with a few button clicks in the Salesforce CRM platform and will include key project details such as client name, location and order value.</p> <p>We have uploaded several standard proposal/ quote templates as well as template contracts that we use for Sourcewell projects. (See Attachment 13 – Sample Sourcewell Transaction Documents.pdf)</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?	No.	*
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>We have provided detailed price lists with SKUs electronically for each product line and all ancillary services. We have also provided detailed product information including technical specifications and warranty.</p> <ul style="list-style-type: none"> <li>• Site-Build Skateparks – concrete</li> <li>• SpohnCrete – precast concrete</li> <li>• TrueRide HD Series – galvanized steel structure with Skatelite Pro surface</li> <li>• TrueRide Steel Series – powder-coated steel structure and surface</li> <li>• TrueRide Classic Series – ACQ-treated lumber structure with Skatelite Pro surface</li> <li>• Pump Tracks – precast concrete, cast-in-place concrete, dirt, and asphalt options</li> <li>• Timber Line Bike Park Equipment – galvanized steel structure with plank surface</li> <li>• Ancillary Services – site preparation, concrete work, shotcrete, site amenities, etc.</li> </ul> <p>We will apply the Sourcewell contracting discount to the entire order, as a lump sum.</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.	8% discount	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	We do not have a formal volume discount or rebate program, and assess any additional discounts we may offer our clients on a case-by-case basis.	*
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.	We will supply a quote for each request for sourced, open-market, or non-standard products.	*
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.	All our products require shipping and professional installation. All additional charges are detailed in our Ancillary Costs price sheet.	*
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.	Spohn Ranch owns our own trucking company, serving the entire United States. For each project, Spohn Ranch will seek to find the most effective manner of shipping, whether self-shipping in its own trucks, or obtaining shipping on the market.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Standard shipping would apply – container shipping for manufactured goods to Alaska and Hawaii. Canada via truck.	*

71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Spohn Ranch owns a trucking subsidiary, enabling us to control deliveries of pre-cast/modular products.	*
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.	<ul style="list-style-type: none"> <li>• Sourcewell pricing will be set automatically within Spohn Ranch's data system.</li> <li>• Upon receipt of any order or contract, Spohn Ranch's sales team will notify our designers, administrators, and project managers that the project is being procured through Sourcewell.</li> <li>• Each order will be cross checked against the Sourcewell price list prior to fulfillment.</li> <li>• At the end of each quarter, all Spohn Ranch sales will be reviewed and a report prepared for Sourcewell with all applicable sales and the appropriate fee.</li> </ul>	*
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>We have customized our Salesforce CRM platform with fields specific to Sourcewell. These fields automatically generate data that provide important insights into our success with the contract.</p> <p>The contract method, Sourcewell or otherwise, is a mandatory field when entering a project in Salesforce. Looking at data, either quarterly or annually, in standard bar chart format helps us understand how our success with the contract changes over time.</p> <p>Additionally, when entering a new project in Salesforce, our salespeople must note if Sourcewell was mentioned to the client and if so, which of the following categories best fits the client's response:</p> <ul style="list-style-type: none"> <li>• Familiar with Sourcewell, eager to use it</li> <li>• Familiar with Sourcewell, lukewarm about using it</li> <li>• Familiar with Sourcewell, but don't think they can use it for this project</li> <li>• Not familiar with Sourcewell, but open to learning more</li> <li>• Not familiar with Sourcewell, but not interested in learning more</li> </ul> <p>When aggregated over time, this data can indicate trends and inform our future sales strategies.</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.	Two percent of gross sales.	*

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.	We have consolidated all of our cooperative purchasing with Sourcewell. NOTE: All prices in our catalog are USD. For Canadian projects, the appropriate exchange rate will be calculated at the time of order.	*

**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>Spohn Ranch, Inc. is offering the following skatepark, pump track and bike park product and services:</p> <ul style="list-style-type: none"> <li>• Design, consultation, planning</li> <li>• Site assessment</li> <li>• Feasibility studies</li> <li>• Drone surveys</li> <li>• Above-ground ramp-style parks in the following materials: <ul style="list-style-type: none"> <li>o TrueRide HD Series – Galvanized Steel Structure, Phenolic Surface</li> <li>o TrueRide Classic Series – ACQ Lumber Structure, Phenolic Surface</li> <li>o TrueRide Steel Series – Powder Coated Steel Structure, Powder Coated Steel Surface</li> <li>o Timber Line Bike Park Equipment – Galvanized Steel Structure, Plank Surface</li> </ul> </li> <li>• Concrete parks, both in-ground and above-ground: <ul style="list-style-type: none"> <li>o SpohnCrete Precision-Cast Series</li> <li>o Spohn Ranch Cast-In-Place Concrete Skateparks</li> </ul> </li> <li>• Pump tracks and Bike parks in the following materials: <ul style="list-style-type: none"> <li>o SpohnCrete Precision-Cast Series</li> <li>o Spohn Ranch Cast-In-Place Concrete Pump Tracks</li> <li>o Spohn Ranch Asphalt Pump Tracks</li> <li>o Spohn Ranch Dirt Pump Tracks</li> </ul> </li> <li>• Installation</li> <li>• Maintenance and repair</li> <li>• Warranty service</li> </ul>
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see 76, above
78	Describe your installation methods and if your company installs or if the entity finds their own installer.	Spohn Ranch utilizes decades of specialty expertise to provide in-house installation services for all products and services offered. While we generally prefer a turnkey design-build approach, if desired by a Sourcwell participating entity, it is potentially possible for them provide their own installer for small-scale projects, such as using a forklift to place a handful of simple precast concrete obstacles on an existing slab.

**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	Spohn Ranch, Inc. offers a robust selection of skatepark offerings, in a wide variety of materials. Catalogs, specifications, product details and pricing are included elsewhere in this submission.	*
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	Spohn Ranch, Inc. offers a robust selection of skatepark offerings, in a wide variety of materials. Catalogs, specifications, product details and pricing are included elsewhere in this submission.	*
81	Bike Park	<input checked="" type="radio"/> Yes <input type="radio"/> No	Spohn Ranch, Inc. offers a robust selection of bike park offerings, in a wide variety of materials. Catalogs, specifications, product details and pricing are included elsewhere in this submission.	*
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	Spohn Ranch, Inc. offers a robust selection of bike park offerings, in a wide variety of materials. Catalogs, specifications, product details and pricing are included elsewhere in this submission.	*
83	Pump Track	<input checked="" type="radio"/> Yes <input type="radio"/> No	Spohn Ranch, Inc. offers a robust selection of pump track offerings, in a wide variety of materials. Catalogs, specifications, product details and pricing are included elsewhere in this submission.	*
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	Spohn Ranch, Inc. offers a robust selection of pump track offerings, in a wide variety of materials. Catalogs, specifications, product details and pricing are included elsewhere in this submission.	
85	BMX Track	<input checked="" type="radio"/> Yes <input type="radio"/> No	Spohn Ranch, Inc. offers a robust selection of BMX track offerings, in a wide variety of materials. Catalogs, specifications, product details and pricing are included elsewhere in this submission.	
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	Spohn Ranch, Inc. offers a robust selection of BMX track offerings, in a wide variety of materials. Catalogs, specifications, product details and pricing are included elsewhere in this submission.	
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	Spohn Ranch, Inc. offers a robust selection of design-build services, planning, site assessment, site preparation, installation, maintenance and warranty programs. Catalogs, specifications, product details and pricing are included elsewhere in this submission.	

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](#) - 2025 Product Info & Price Lists.zip - Wednesday September 03, 2025 10:48:13
  - [Financial Strength and Stability](#) - Financial Strength & Stability.zip - Wednesday September 03, 2025 10:27:07
  - [Marketing Plan/Samples](#) - Marketing Samples.zip - Wednesday September 03, 2025 10:33:43
  - [WMBE/MBE/SBE or Related Certificates](#) - Certifications.zip - Wednesday September 03, 2025 10:25:53
  - [Standard Transaction Document Samples](#) - Attachment 13 - Sample Sourcewell Transaction Documents.zip - Wednesday September 03, 2025 10:29:32
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Attachment 2 - Letters of Recommendation.pdf - Wednesday September 03, 2025 10:48:59

## 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. - Kirsten Dermer, CEO, Spohn Ranch, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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
<b>Addendum 1 Skatepark Bike Park Pump Track RFP 090425</b> Tue August 26 2025 11:48 AM	<input checked="" type="checkbox"/>	1
<b>Amendment 1 Skatepark Bike Park Pump Track RFP 090425</b> Wed July 23 2025 07:22 AM	<input checked="" type="checkbox"/>	1