

**MASTER AGREEMENT # 090425**

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

SUPPLIER: Artisan Concrete Services, 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 Artisan Concrete Services, Inc., 8 Juniper Trail, Suite A, Kitty Hawk, NC 27949 (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

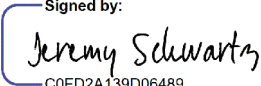
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

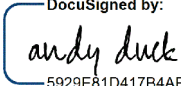
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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

Artisan Concrete Services, Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/27/2025 | 5:44 PM CDT

DocuSigned by:

5929E81D417B4AF...
By: _____
Andy Duck
Title: President
Date: 10/27/2025 | 2:35 PM PDT

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

Vendor Details

Company Name:	Artisan Concrete Services
Does your company conduct business under any other name? If yes, please state:	Artisan Skateparks
Address:	PO BOX 598 8 Juniper Trail Suite A Kitty Hawk , NC 27949
Contact:	Nicole Robertson
Email:	nicole.artisanskateparks@gmail.com
Phone:	312-257-6088
HST#:	45-3273959

Submission Details

Created On:	Thursday July 17, 2025 13:15:53
Submitted On:	Wednesday September 03, 2025 08:27:50
Submitted By:	Reilly Tyler
Email:	reillywithartisan@gmail.com
Transaction #:	93d17989-e68a-49b2-baa4-2df21e38cb58
Submitter's IP Address:	147.243.202.214

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.	Artisan Concrete Services Inc	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
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).	Artisan Concrete Services Inc	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEID = UGCQB4BVKF19	*
5	Provide your NAICS code applicable to Solutions proposed.	238900, Other Specialty Trade Contractors	
6	Proposer Physical Address:	8 Juniper Trail Suite A Kitty Hawk, NC 27949	*
7	Proposer website address (or addresses):	https://www.artisanskateparks.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):	Andy Duck President PO Box 598 Kitty Hawk, NC 27949 artisanandy66@gmail.com 252-202-1333	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nicole Robertson New Business Development & Finance PO Box 598 Kitty Hawk, NC 27949 nicole.artisanskateparks@gmail.com 312-257-6088	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Reilly Tyler Administrative Operations Manager PO Box 598 Kitty Hawk, NC 27949 reillywithartisan@gmail.com 252-715-5910	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>With over twenty years in the action sports industry, Artisan Skateparks has built a legacy of crafting innovative and long-lasting facilities around the world. We take every project as an opportunity to infuse our philosophy of combining artistry with functionality, transforming underutilized spaces into vibrant community hubs and fueling the spirit of action sports.</p> <p>As a full-service design-build company, we offer comprehensive services that include conceptual design, public engagement, detailed construction documents, and expert in-house construction. Whether it's a skatepark, pump track, bike park, BMX park, or integrated all-wheel facility, we aim to create tailored made spaces that are unique to each site, client, and user base.</p> <p>We're committed to innovation and continuously push the boundaries of action sports design and construction by staying at the forefront of industry trends, materials, and techniques. Artisan delivers parks that are as cutting-edge as they are enduring, as each of our projects stands as testament to our high standards, thoughtful execution, and devotion to excellence.</p> <p>Our multidisciplinary team blends diverse backgrounds in architecture, engineering, skateboarding, and construction. This collective experience enables us to deliver solutions that are not only technically sound but also resonate with the users they're built for. What truly sets us apart is our team's unwavering passion for what we do. This passion transcends the ordinary, and our dedication to all wheel sports is the foundation upon which we've built our success, year after year.</p>	*
12	What are your company's expectations in the event of an award?	<p>In the event of an award, our expectation is to strengthen our partnership with Sourcewell by actively utilizing and promoting the cooperative as a trusted procurement vehicle for municipalities and other public agencies. We will continue to educate both current and prospective Sourcewell members on the advantages of cooperative purchasing, helping them streamline the procurement process and achieve greater value for their projects.</p> <p>As a full-service action sports development company, our commitment is to deliver high-quality, community-driven facilities with efficiency, transparency, and fiscal responsibility. We also expect to expand our impact by further supporting and raising awareness of Sourcewell's mission—broadening access to world-class skateparks and action sports facilities while simplifying the purchasing process for our public sector clients.</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>For the past 23 years, Artisan has consistently delivered world-class action sports facilities that are durable, high-performing and community-driven. With over 200 completed projects across the U.S. and internationally, we have proven our ability to manage a wide range of budgets, project complexities, and different delivery models.</p> <p>Over the last 5 years (2020 – present) we have sustainably increased annual sales by 300%. We have established the internal systems, financial controls, and management capacity to support this growth and ensure long-term stability. Between 2021 - 2023, we averaged 14 projects annually, with an average contract amount of \$588,668.76. In 2024, we secured our largest contract to date, through Sourcewell, for \$2,625,410.44 – which further validates both our financial strength and our capacity to scale while maintaining expectational quality.</p> <p>Artisan has had no changes in ownership, no bankruptcies, no liquidated damages, and no liability claims in our history. This track record demonstrates not only financial stability but also reliability as a long-term partner.</p> <p>We have attached the following supporting documents under the Financial Strength and Stability tab:</p> <ul style="list-style-type: none"> • 2025 Interim Financial Statements • 2024 CPA Consolidated Financials Review • Financial Reference letters • Client Reference letters 	*
14	What is your US market share for the Solutions that you are proposing?	Artisan Skateparks is responsible for a significant portion of projects awarded in the United States each year. Based on our project volume, contract values, and consistent presence in both municipal and cooperative procurement, we estimate that our current U.S. market share is roughly 20%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Artisan Skateparks has not yet entered the Canadian market; however, we are actively pursuing opportunities to do so. Sourcewell's cooperative contract provides a streamlined entry point, giving Canadian municipalities a proven and compliant procurement pathway to engage our services. Our strategy includes targeted outreach to municipalities, collaboration with Canadian parks and recreation associations, and leveraging our established reputation for delivering high-quality, community-centered facilities across the U.S. and internationally. We are well-positioned to expand into Canada and anticipate securing our first contracts under this cooperative framework.	*

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.	Artisan Skateparks does not have any current or completed bankruptcy proceedings.
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>Artisan Skateparks is best described as a service provider. We do not rely on outside dealer networks; instead, all design and construction services are performed by our in-house team. Our sales force is composed of experienced business development professionals who work directly with our design and construction staff to ensure accurate project scopes and seamless client communication.</p> <p>Our service force includes licensed engineers, designers, project managers, and skilled construction crews that are all direct employees of Artisan Skateparks. This integrated structure eliminates third-party dependencies, giving clients a single point of contact ensuring quality, efficiency, and consistency across all phases of a project. From initial consultation and design through engineering, permitting support, and construction, every step is handled by our internal team, reinforcing our reputation for delivering fully customized, high-quality facilities that are built to last.</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>As a specialty design-build contractor operating throughout the United States and internationally, Artisan ensures full compliance with all project-specific licensing and certification requirements. Depending on jurisdiction, this includes state and/or local contractor licenses, municipal business licenses, building permits, or even stormwater or environmental permits.</p> <p>Our expectation is to secure and maintain all licenses and certifications necessary to lawfully and efficiently deliver our projects, with zero compliance issues. This track record has been consistent across more than 200 projects completed to date. We can obtain and maintain all required contractor and engineering licenses in any state within the United States, ensuring full compliance with local and state regulations for every project.</p> <p>Through NASCLA Accreditation, Artisan currently maintains general contractors' licenses across 7 states. In addition, our team includes a licensed Professional Engineer with extensive experience in action sports facility development. He currently holds active licensures in 35 states and is an NCEES record holder, which streamlines the process of securing additional licenses as needed. This allows us to quickly and efficiently obtain engineering licensure in any U.S. State, ensuring that all construction documentation can be prepared, sealed, and approved in-house without delays or added costs to the client.</p> <p>We strictly adhere to the standards set by the American Concrete Institute and the American Shotcrete Association. We actively train and educate our crew members with these standards and routinely pursue certification for our concrete placement team. On all our projects we have ACI Certified Shotcrete Nozzleman as well as ACI Shotcrete Nozzlemen-In-Training.</p> <p>Artisan Skateparks is committed to continuous professional development and industry leadership. Our team regularly participates in national conferences, technical seminars, and certification programs to remain at the forefront of industry trends, best practices and innovative construction methodologies. Beyond ongoing education, our leadership actively serves on advisory boards, stakeholder groups, and public forums that shape the future of public skateparks and action sports facility development.</p> <p>We are proud members or affiliated with the following associations:</p> <ol style="list-style-type: none"> 1. Action Sports Environmental Coalition 2. American Society of Civil Engineers 3. American Society of Landscape Architects (ASLA) 4. American Society for Testing & Materials (ASTM) 5. American Concrete Institute (ACI) 6. American Shotcrete Association (ASA) 7. Concrete Specifications Institute (CSI) 8. Council of Landscape Architects Registration Board (CLARB) 9. Nation Recreation & Park Association (NRPA) 10. United States Green Building Council (USGBC) 11. Certified Skatepark Design Builders by: The Skatepark Project, Skaters for Public Skatepark, & Skate Park Association International <p>Our Licenses and Certifications are uploaded under the WMBE/MBE/SBE or Related Certificates tab.</p>	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Artisan Skateparks has no current or past debarments or suspensions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<ol style="list-style-type: none"> 1. 2025 National Recreation & Park Association Innovation in Park Design Award - Taylor Farm Park, Henrico, VA 2. 2020 Outstanding International Project Award from American Shotcrete Association - Kaitif Skatepark, Christ Church, Barbados 	*
21	What percentage of your sales are to the governmental sector in the past three years?	93% of our sales have been in the governmental sector in the last three years.	*
22	What percentage of your sales are to the education sector in the past three years?	7% of our sales in the last three years have been in the education sector. We believe that with the growing awareness of Sourcewell, and all its contract types, that this percentage will continue to rise.	*

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?	Sourcewell is the sole cooperative purchasing agreement that we hold. Utilizing this cooperative purchasing agreement, we have seen a significant and steady increase in sales volume over the last three years. 2023: \$520,100.08 2024: \$3,241,434.54 2025: \$2,038,694.50, completed projects \$3,465,993.14, projects under contract	*
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?	We do not currently hold any GSA contracts or Standing Offers and Supply Arrangements, and we have not held any of these contract types over the past three years.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Warwick Skatepark Initiative	Bill Lindberg	845-652-0633	*
San Antonio Parks and Recreation Department	Sandy Jenkins	210-207-6000	*
Baltimore City Recreation and Parks	Adam Boarman	410-396-7948	*

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

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

Line Item	Question	Response *	
26	Sales force.	Artisan Skateparks maintains an in-house sales team with nearly two decades of experience in the action sports industry. Our three senior business development specialists are strategically located on the East Coast, West Coast, and Midwest, allowing us to provide responsible coverage to Sourcewell entities throughout the United States. Each of our sales specialists works directly with clients from initial inquiry through contract execution, ensuring a single point of contact and continuity of communication. They collaborate closely with our design and construction teams to provide accurate technical information, realistic scheduling, and seamless transition from proposal to project delivery. Our sales philosophy centers on education and transparency. We emphasize clear communication, industry-specific knowledge, and an honest assessment of project opportunities, helping municipalities and agencies make informed decisions. This approach has consistently resulted in long-term client relationships and successful project outcomes across more than 200 completed facilities.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Artisan Skateparks delivers all solutions directly and does not utilize external dealers, distributors, or resellers. This direct business-to-client model ensures consistency, accountability, and clear communication from initial inquiry through project completion. By keeping sales and delivery entirely in-house, we are able to maintain full quality control and provide accurate information, responsive services, and seamless coordination with our design and construction teams.</p> <p>While we do not operate through an authorized seller network, we have built strong professional relationships across the action sports community. These include collaborations with engineers, landscape architects, nonprofit organizations, and municipal leaders who recognize our expertise and frequently recommend our services when action sports facilities are being considered. These relationships are not exclusive, but they expand our reach and help connect us with communities exploring new recreational opportunities.</p> <p>This hybrid approach - direct delivery supported by trusted professional referrals - ensures that we remain both accessible and connected to the evolving needs of our clients.</p>	*
28	Service force.	<p>Artisan Skateparks delivers projects through a fully integrated in-house service force that combines both design and field expertise. Our design and support team includes project managers, designers, engineers, landscape architects, production managers and business development staff. In the field, our dedicated construction crews are led by experienced project managers and supported by our Director of Operations. This structure ensures seamless continuity from design through construction and long-term client satisfaction.</p> <p>We employ 35 full time craftsmen who are experienced in every phase of the construction process, from initial site layout and fine grading to custom forming, metal fabrication, and precision concrete finishing. We maintain the capacity to simultaneously mobilize up to 4 field crews, with 8 - 10 members, anywhere in the United States or internationally. Every crew member is an avid participant in action sports, bringing their unique, user-centered perspective to the build.</p> <p>Each field crew is overseen by one of our four project managers, who apply a hands-on leadership style and proactive problem-solving approach to keep projects on schedule and within budget. Their meticulous attention to detail encompasses all facets of construction and project management as they work to ensure that each park meets the highest quality standards of service, safety, and durability.</p> <p>Andy Duck, founder of Artisan Skateparks and the Director of Operations, continually supplies direct, immediate support to our construction team while also supporting our sales force. Drawing on his decades of experience in this industry, he offers vital expertise in resolving challenges, precisely aligning timelines, and maintaining clear communication with stakeholders. His inherent leadership strengthens our culture of transparency, accountability, and continuous improvement - qualities that consistently deliver successful outcomes for our clients.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Artisan Skateparks manages all orders directly through our internal team; we do not rely on distributors, dealers, or third parties. This direct line of communication with the client gives us full control over quality, connection, and scheduling, while providing Sourcewell members with a consistent and accountable experience.</p> <p>Our ordering process follows these steps:</p> <p>Initial Consultation: A sales specialist meets virtually or in person with the client to review project goals, timeline, budget considerations, and Sourcewell participation status.</p> <p>Scope of Work Proposal: Our sales and service teams collaborate to prepare a detailed scope of work, preliminary budget, and proposed terms and conditions. This includes identifying any project-specific requirements, such as prevailing wage, payment or performance bonds, insurance needs, etc.</p> <p>Purchase Order Issuance: Upon acceptance of the proposal, the client issues a purchase order under the Sourcewell contract.</p> <p>Design, Engineering, and Construction: Our team manages all subsequent phases, including public input, feasibility, schematic design and cost estimation, design development, engineering, permitting support, and full construction delivery.</p> <p>This streamlined process ensures transparency, reduces administrative burden for participating entities, and allows us to adapt to the unique needs of each community and site.</p>	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We are committed to responding to all customer service inquiries within 24 hours and, if needed, mobilizing to the project site within five business days. Client confidence and satisfaction are at the forefront of each project, so Artisan makes sure to assign each client a dedicated project manager or sales specialist who serves as a consistent point of contact throughout design, construction, and post-completion phases.</p> <p>These points of contact provide weekly progress updates during construction, with additional coordination during design and preconstruction as needed, ensuring full transparency and alignment. Our quality management plan keeps projects on schedule, within scope, and in compliance with contract requirements. At project closeout, we work directly with clients to finalize punch list items, provide warranty service, and remain available for long-term consultation and support.</p> <p>Our record of 100% client satisfaction is a reflection of this commitment, with the majority of our work coming from referrals and repeat clients. This dedication to service and accountability ensures not only the successful delivery of your project, but also a lasting partnership built on trust and performance.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Artisan Skateparks is fully committed and well-positioned to continue providing our services to Sourcewell participating entities. A cooperative purchasing contract with Sourcewell offers a streamlined, efficient process for public sector clients to access our services without the delays or costs often associated with traditional procurement.</p> <p>Through our current Sourcewell contract, we have successfully promoted and secured over 9 million dollars' worth of contracts for action sports projects for participating entities, consistently completing complex projects with substantial savings in both cost and procurement time.</p> <p>With a renewed award, we look forward to expanding these partnerships, reaching new agencies, and continuing to make high-quality sports facilities accessible to all communities. We view Sourcewell as the best option for our clients to achieve their project goals efficiently and with confidence in the outcome.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>While Artisan has not yet completed a project in Canada, we are prepared and enthusiastic about providing our services to Sourcewell participating entities. Our team includes staff with international project experience and the expertise to navigate varying regulatory environments, ensuring compliance with Canadian standards and their municipal requirements.</p> <p>We are actively investing in expanding our presence in Canada through targeted outreach and partnerships. By leveraging Sourcewell's Canadian program, we can offer participating entities a streamlined, cross-border contracting process that eliminates procurement barriers and provides communities with direct access to our proven design-build services.</p> <p>We are committed to bringing the same level of quality, innovation, and client satisfaction that has defined our work across the United States to Canadian municipalities. Delivering safe, high-performance action sports facilities that reflect local needs and community vision is our priority.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Artisan Skateparks will fully serve all geographic areas of both the United States and Canada under the proposed agreement. We have the experience, staffing, and resources to deliver projects continent-wide without restriction, ensuring equitable access to our services for all Sourcewell participating entities.	*
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.	All Sourcewell Participating Entities will have full and equal access to our solutions under the agreement. We place no restrictions on account type and are committed to providing the same high level of service and support to every participating entity.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have no requirements or restrictions that would limit our ability to service participating entities in Hawaii, Alaska, or US Territories. Our team is fully prepared to provide the same level of service, quality and responsiveness in these regions as we do throughout the continental United States.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Artisan Skateparks will extend the terms of any awarded master agreement to include nonprofit entities that participate through Sourcewell. Our commitment is to ensure that all eligible public sector and nonprofit organizations have full access to our solutions, with the same pricing, service standards, and support as any other participating entity.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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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>Our marketing strategy is rooted in a community-first approach, showcasing the strength of our partnerships and the lasting impact they bring to the communities we serve. By highlighting past projects awarded through Sourcewell, we demonstrate how our collaborative design-build approach transforms projects into thriving community destinations.</p> <p>We've included Sourcewell specific messaging in our initial outreach and project discussions ensuring clients immediately recognize the efficiency, transparency, and cost savings that come with working with a Sourcewell awarded supplier. Our marketing materials also outline a clear step-by-step process, showing how simple it is for public entities to contract with a trusted leader in the action sports industry.</p> <p>We actively engage municipalities, parks and recreation departments, school districts, community organizations, and other public entities across multiple channels - all while reinforcing the benefits of Sourcewell.</p> <p>On social media, we feature our projects alongside authentic user-generated content, creating genuine community engagement and excitement. This approach provides a natural introduction to Sourcewell, showing prospective clients exactly how these initiatives are made possible.</p> <p>Our website states clear, straightforward information about our Sourcewell contract, carefully optimized with keywords and content to appear prominently in search results. This ensures that potential clients discover both Artisan Skateparks and Sourcewell at the very start of their design-build journey.</p> <p>To further expand our reach for each of these marketing avenues, we are developing an ongoing videography project for both our website and social platforms. This project is aimed at providing us with a powerful visual tool to demonstrate the impact of our work and strengthen our ability to connect with a wider audience.</p> <p>We also maximize opportunities to connect in person through trade shows and industry conferences, building professional relationships, fostering collaboration, and reinforcing the credibility of both our company and our partners.</p> <p>Together, these efforts form a comprehensive, multi-channel strategy that amplifies our brand while expanding awareness of Sourcewell as the most effective procurement vehicle. Ultimately, our work speaks for itself - serving as our strongest marketing tool. The quality, longevity, and reputation of our projects reinforce the value of partnership through tangible, lasting results.</p> <p>Representative samples of our marketing materials are uploaded under the Marketing Plan/Samples tab. The zipped file contains:</p> <ul style="list-style-type: none"> • Statement of Qualifications • A Purchasing Guide • Sourcewell Specific Marketing Handouts • Warranty Information • Project Examples
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>By consistently monitoring our website analytics, search engine optimization (SEO), and social media engagement metrics - including traffic, impressions, and interaction rates - we can identify which audiences and messages generate the most impact in order to strengthen and adjust our marketing strategies in real time, ensuring that our outreach remains targeted and effective.</p> <p>Our website functions as a central hub of information, providing project examples, procurement resources, and direct links to Sourcewell. We monitor traffic patterns and redirects from Sourcewell webpages, gaining valuable insight into how potential clients discover us and how effectively the cooperative contract drives engagement.</p> <p>Social media is another key pillar of our digital strategy. We measure platform-specific data to understand which audiences respond best to our project features, either on Instagram, Facebook, YouTube, or through other media channels. These insights allow us to optimize content delivery and timing for maximum impact.</p> <p>Beyond promotion, we incorporate digital design tools into our community engagement process. We use surveys, 3D renderings, and fly-through videos to create interactive experiences that are both informative and shareable. This amplifies visibility while empowering stakeholders to participate meaningfully in the design process.</p> <p>By combining analytics, SEO strategy, social media insights, and digital design tools, we leverage a data-driven marketing approach that maximizes visibility, highlights Sourcewell's advantages, and builds connections with public sector 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>We view Sourcewell's role as that of a strategic partner and essential resource for both suppliers and participating entities. Sourcewell provides the visibility, technical expertise, and cooperative framework that strengthens our outreach efforts and gives clients confidence in the procurement process.</p> <p>For potential entities unfamiliar with cooperative purchasing, Sourcewell offers clear guidance on utilizing their agreements through sharing accurate procurement language, legal references, and compliance support. Sourcewell reduces uncertainty and easily removes barriers to participation ensuring entities can meet internal policies and regulatory requirements while satisfying competitive solicitation standards.</p> <p>For our team, Sourcewell is equally valuable in helping to identify and connect with entities already participating in the program. This allows us to focus marketing and sales efforts where the adoption pathway is already established, creating a more efficient and targeted outreach strategy. We integrate a Sourcewell-awarded agreement directly into our sales process by making it a core element of our proposals, outreach, and client education. From the earliest conversations, we highlight the advantages of Sourcewell so that decision-makers immediately see the value of choosing this pathway.</p> <p>With Sourcewell supporting public entities as well as equipping us with effective tools for outreach we are able to enhance our credibility and guarantee maximum value for the communities we serve.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our solutions are not available through a traditional e-procurement or online ordering catalog, as each of our projects are highly customized and site-specific. We recognize that action sports facilities are not standardized products but rather community-driven, collaborative projects that should be tailored to each unique site, budget, and user needs. For that reason, our design-build approach does not lend itself to pre-packaged online procurement platforms.</p> <p>That being said, Artisan Skateparks is committed to making the procurement process as seamless and accessible as possible for Sourcewell members by actively providing online consultations, timely sales inquiry responses, and digital project resources to assist clients during the early stages of procurement.</p>	*

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>Artisan Skateparks provides post-construction support and training programs to help Sourcewell participating entities maximize the lifespan, safety, and functionality of their facility.</p> <p>Upon project completion, we provide clients with an on-site orientation for key staff and stakeholders. This includes a guided walkthrough of all park features, the materials used, our maintenance program, and warranty coverage. This ensures the client understands both the functionality and preservation requirements of their new space.</p> <p>Our standard maintenance program can be offered as a specific training session for interested parties, at no additional cost to the client. This session is led by a member of our team and covers maintenance requirements and proper care procedures for the new action sports facility. This includes routine debris removal, inspection protocols for wear and damage, recommended equipment and cleaning agents, seasonal maintenance tips (crack/concrete repair, drainage checks, coping upkeep), and safety hazard identification and reporting procedures. We also provide a reference guide as to where the client can locally find the materials needed.</p> <p>For entities interested in long-term upkeep and staff continuity, we provide optional annual or semi-annual refresher sessions. These can be used to train new hires, review updated safety protocols, or address specific maintenance challenges that have emerged. These sessions are not included, and costs would depend on travel and scheduling requirements.</p> <p>We provide a standard one-year warranty at no additional cost. We stand behind the quality of our work and strive to make sure that each facility performs as intended. After the completion of each project, we provide the necessary training to inform the client on how to address warranty claims, documentation needed, and the available channels for communication. Upon request from the client, we will schedule site visits as needed to address repairs, perform adjustments, and resolve any outstanding issues. Our team responds promptly and works to complete all warranty items efficiently, ensuring client satisfaction and the long-term success of the project.</p> <p>By combining post-construction hands-on training and long-term project support, we ensure Sourcewell participating entities receive a fully realized destination that is safe, functional, and built to last.</p>	*

42	Describe any technological advances that your proposed Solutions offer.	Our proposed solution offers clients exceptional facilities that exceed the standard guidelines and statues set forth from the nationally recognized American Shotcrete Association and American Concrete Institute. Each facility that we construct represents an advancement in modern construction methods, implementing code-specific rebar sizing and spacing, specialty concrete mix designs, and precise shotcrete application velocities to ensure proper material consolidation. These refined practices reflect the latest progress in shotcrete technology and structural engineering, directly enhancing durability and load-bearing capacities. By applying these advanced methods as our standard approach, we consistently deliver projects that surpass typical engineering requirements while extending the usable lifespan and long-term value of every structure.	*
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>Artisan Skateparks integrates sustainability directly into our projects, applying green initiatives that not only meet regulatory requirements but also leave lasting ecological benefits for the communities we serve.</p> <p>At the Farm Pond Skatepark in Framingham, Massachusetts, we designed and installed a combination of rain gardens and bioretention swales to balance the increase in impervious surfaces. These features reduce sediment and nutrient loading into Farm Pond, ensuring long-term protection of the site. Similarly, at projects in Greece, New York and Pocatello, Idaho stormwater strategies were built into the park layout from day one, allowing runoff to be filtered naturally on site instead of overwhelming municipal systems. These project applications reflect compliance with certifying bodies such as the EPA, state environmental quality departments, and regional stormwater authorities.</p> <p>When developing the Pearsall Park Skatepark in San Antonio, Texas, we transformed a former landfill into a thriving public recreation facility. Special Best Management Practices (BMPs) such as erosion and sediment controls, along with careful grading and stabilization, were critical to repurposing this difficult site safely and sustainably. In Atlantic Beach, North Carolina and Bar Harbor, Maine, similar strategies allowed us to turn challenging redevelopment sites into vibrant community assets. When working on these difficult sites we adhere to the National Pollutant Discharge Elimination System (NPDES) under the Clean Water Act and any municipal permitting standards.</p> <p>When project scope allows, material choices are another area where we apply green initiatives. We incorporate fly ash into concrete mixes, a recycled byproduct of coal combustion, reducing waste and improving long-term strength and durability of the concrete. We use steel and landscaping elements with high recycled material content, while locally sourced aggregates helped reduce transport emissions. We use low-VOC (volatile organic compound) finishes where applicable and on-site waste diversion practices to reduce our impact during construction. These efforts align with certification programs including USGBC LEED guidelines and even local sustainability initiatives.</p> <p>Each of these examples demonstrates how we translate environmental principles into tangible solutions for the communities we serve. By emphasizing green initiatives throughout our projects, we create spaces that not only support community recreation but also strengthen ecological health and long-term environmental stewardship.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Whenever project scope, budget, and client goals allow, Artisan Skateparks integrates widely recognized sustainability standards into our design and construction practices.</p> <p>For instance, we often reference LEED best practices from the U.S. Green Building Council during the design process to promote site sustainability. We also apply EPA WaterSense guidelines when irrigation is required, designing water-efficient landscapes that reduce water use and improve stormwater performance. For projects that include lighting, we recommend ENERGY STAR-rated LED fixtures to reduce energy consumption over the long term. In material selection, we favor products inspired by Cradle-to-Cradle principles that are recyclable, non-toxic, and built for durability to minimize environmental impact. Finally, throughout design and construction, we implement Best Management Practices (BMPs) established by the EPA and state environmental agencies to manage stormwater, prevent erosion, and ensure compliance with environmental standards.</p> <p>If a Sourcewell participating entity requires formal certification (e.g., LEED, SITES, Envision), Artisan Skateparks can work with accredited professionals and third-party certifiers to incorporate this into the project scope and budget.</p>	*

45	<p>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>	<p>Artisan Skateparks delivers solutions that go far beyond the industry standard. We blend high-performance terrain with custom artistry, architectural theming, and natural landscape integration crafting a recreational facility that is a true community landmark.</p> <p>Sourcewell participants benefit from our integrated design-build process, which provides a single point of accountability from concept through construction. This streamlined approach reduces costs, saves time, and ensures the finished park matches the original vision. Through design meetings and public input sessions, we actively engage the community so that each facility reflects local identity and user needs, fostering excitement, community ownership, and long-term success.</p> <p>What makes us unique is our ability to create fully immersive themed environments - whether the concept is inspired by "Old World Greece", a historic railroad town, a coastal boardwalk, a strong local culture, or the surrounding natural landscape. Our in-house artisans craft custom rock or other sculptural elements with lifelike textures and finishes, elevating both the aesthetics and overall park experience. Our facilities and their carefully designed features provide unique flow, fun challenges, and character that draw in both locals and tourists alike.</p> <p>We combine functional excellence with visual artistry, delivering action sports facilities that are performance-driven, visually stunning, and entirely unique to each community. For Sourcewell participants, this means a custom destination that stands out regionally, offers unmatched user experience, and retains its beauty and function for years to come.</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>We follow a structured, collaborative process to design and construct BMX racetracks that meet or exceed USA BMX and Union Cycliste Internationale (UCI) standards.</p> <p>For the initial needs assessment and site evaluation, we begin by meeting with the event organizers, community leaders, and sanctioning body representatives to define project goals, level of competition (local, national, or international), and long-term usage plans. We then analyze the site's topography, soil composition, drainage potential, existing infrastructure, and spectator accessibility. After the initial evaluation, we then compare site parameters with current USA BMX and/or UCI facility requirements to ensure feasibility before moving forward.</p> <p>As we move into crafting concept designs and project coordination, we develop initial track layouts that integrate required elements such as starting hill height, straightaway lengths, jump configurations, and berm radii while continually referring to the latest rulebooks from USA BMX and/or UCI to ensure all designs meet the specific dimensional tolerances. The selected concept is then taken before sanctioned officials to secure conceptual approval before final design.</p> <p>Our digital designers produce multidimensional plans and models of the facility, including grading, jump profiles, berm shaping, and infield areas while also incorporating subsurface and surface drainage systems to meet performance and safety standards, ensuring year-round usability. To further safety standards, we also include fencing, track surfacing specifications, lighting (if required), and spectator zones that align with sanctioning body guidelines.</p> <p>Utilizing laser-guided equipment to precisely shape jumps, berms, and transitions, we install approved track surfacing materials (e.g., lime, clay mix, asphalt berms) as per sanctioning requirements and build the starting hill, gates, timing systems, safety fencing, and signage to match USA BMX/UCI specifications.</p> <p>After construction has completed, we arrange for on-site reviews and inspections with a USA BMX or UCI official for certification. We invite experienced riders to run the course and provide feedback on flow, safety, and competition readiness as well as deliver as-built plans, maintenance guidelines, and event setup instructions to the client. We provide staff training for track upkeep, event preparation, and safety checks to ensure smooth operation and site longevity.</p> <p>By integrating sanctioning body officials into the process from day one and adhering to the latest dimensional, safety, and surface specifications, we ensure every track is competition-ready, safe, and capable of hosting high-caliber events.</p>

47	Describe the methods or techniques that impact the durability or longevity of your product.	<p>By combining high-quality materials and precise construction techniques we ensure each facility - whether concrete, asphalt, or dirt - remains safe, smooth, and competition ready for decades. We utilize the following methods for each park type to ensure durability and longevity of our products:</p> <p>Concrete Skateparks and Pump Tracks: We design and build concrete skateparks and pump tracks to withstand decades of use with minimal maintenance.</p> <ul style="list-style-type: none"> • High-Strength Concrete Mixes: We've created a specialty 4,000 PSI concrete mix with low water-cement ratios to maximize density and minimize cracking. • Steel Reinforcement: Fully reinforced slabs with rebar or welded wire mesh, placed according to the American Concrete Institute (ACI) standards, to resist movement and impact. • Monolithic Pours: Large, continuous concrete pours reduce cold joints and create smooth, seamless riding surfaces. • Precision Finishing: Machine and hand-finishing techniques provide consistent transitions and dense surfaces that resist wear. • Curing & Sealing: Extended wet curing to maximize strength, followed by penetrating sealers to protect against freeze-thaw cycles, staining, and moisture intrusion. • Proper Subgrade & Drainage: Engineered compaction and integrated drainage prevent soil movement and water-related damage beneath the slabs. <p>Asphalt Pump Tracks, BMX and Bike Tracks: We build asphalt projects for resilience against both weather and heavy rider traffic.</p> <ul style="list-style-type: none"> • Quality Asphalt Mix: Dense-graded asphalt with polymer-modified binders increases flexibility and resists cracking under repetitive loading. • Layered Construction: Multiple asphalt lifts over a compacted aggregate base distribute loads evenly and minimize deformation. • Compaction Standards: Achieve optimal compaction to lock aggregates together, improving structural stability. • Edge Protection: Concrete or vegetated shoulders protect track edges from erosion and breakup. • Surface Smoothness: Precision shaping and rolling create a low-maintenance surface that maintains flow and speed. • Drainage Integration: Proper grading and swales prevent water pooling, which extends surface life. <p>Dirt Bike Parks and BMX Racetracks: We construct dirt tracks to remain consistent, safe, and rideable year after year.</p> <ul style="list-style-type: none"> • Material Selection: Use screened clay-based soils that compact tightly, hold shape, and resist rutting while remaining repairable. • Layered Build: Multiple compacted lifts create a dense, stable riding surface. • Moisture Management: Incorporate proper irrigation systems to maintain ideal moisture for compaction and reduce dust. • Drainage Systems: Subsurface and surface drainage prevent erosion and washouts after heavy rain. • Erosion Control: Berm armoring with asphalt or concrete and grassed infield areas protect vulnerable surfaces. • Regular Maintenance Planning: Provide clients with grooming, watering, and seasonal resurfacing schedules to preserve racing quality.
48	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	<p>Our company combines expert craftsmanship with modern innovations to deliver facilities that are not only safe and enjoyable but also exceptionally durable and cost-effective over their life cycle.</p> <p>All skatepark, pump tracks, bike and BMX racetrack features are engineered to eliminate pinch points and create predictable rider flow, with each design being reviewed against the necessary regulating body to ensure safety compliance before construction begins.</p> <p>We reinforce the entirety of the park, especially high-wear landing areas, to prevent deformation or surface failure during peak loads. Our minimum construction standard, a mix of industry-grade, high-performing materials, use of laser-guided tools, and implementation of surefire freeze protection methods, provide our clients with the highest quality products that are guaranteed to last for generations to come at a low annual cost.</p> <p>Through a combination of safety-focused engineering, durable materials, and design strategies that reduce lifetime maintenance, our facilities deliver decades of reliable performance with a lower total cost of ownership effectively making them a better long-term investment for communities.</p>

49	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	<p>Our designs and construction methods are rooted in the belief that a public riding facility should be safe, inclusive, and accessible to riders of all ages, abilities, and disciplines.</p> <p>All layouts are created in compliance with the latest industry standards in safety, ensuring features meet or exceed governing body requirements. We use strategic park design that minimizes blind spots and crossing paths, allowing riders to maintain awareness and avoid collisions. Properly shaped transitions help reduce the risk of falls and injuries while the structural reinforcement of each feature prevents hazards caused by everyday wear. Shaded rest areas, safe pedestrian pathways, and proper drainage and erosion management improve park quality while keeping the surrounding environment safe and clean.</p> <p>Each facility that Artisan Skateparks constructs is built to both encourage and challenge progression, offering safe entry-level features alongside advanced sections for the more experienced rider. We take a multi-disciplinary approach to our facilities, usually blending skatepark, pump track, and BMX elements to better serve riders on a range of vehicles and other adaptive equipment. We also strive to make all entrances, staging areas, and viewing platforms ADA accessible wherever applicable.</p> <p>By prioritizing safety standards, comfort and well-being, and true accessibility for all skill levels, our facilities create a positive environment where riders can progress, spectators can enjoy the action, and communities can take pride in a lasting, inclusive public facility.</p>
50	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	<p>Artisan Skateparks prides itself on producing facilities that are not only high-performing and durable but also embraced as a valued part of the local identity.</p> <p>As a true design-build firm, we handle concept, engineering, and construction in-house working to streamline schedules and reduce communication breakdowns. Our team, consisting of professional designers and builders who are also skaters and bikers, ensures that facility features are functional, safe, and enjoyable from both a technical and user perspective. Even early on in our process, we integrate cost analysis and material selection to help us deliver high-quality facilities on time and within budget without compromising performance.</p> <p>Concrete mixes, asphalt blends, and stone-based soils are chosen for strength, weather resistance, and low maintenance. Engineered for all weather types, our methods for freeze and thaw protection take into account potential concrete shrinkage or expansion for both hot and cold environments, allowing our facilities to be an ideal solution for any area. Whenever possible, we source local materials, like shotcrete for concrete applications or native vegetation for shade, to help reduce costs and integrate the park with its surrounding environment.</p> <p>With each park we create, Artisan Skateparks works closely with the needs and desires of the community, incorporating community branding, color schemes, and local art into park surfaces, retaining walls, and signage. For one beachside skatepark we developed, the town approved the construction of a skateable wave feature, allowing the skatepark to reflect the sentiment and feeling of the community. With blending the local culture into facility features, we strive to design facilities that showcase their unique atmosphere rather than forcing a "one-size-fits-all" approach.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	<p>Our contracts are structured as lump sum, not-to-exceed agreements, with invoices based on the percentage of project completion. Standard payment terms are net 30 days from the invoice date, but we are willing to adopt a more flexible payment plan to better accommodate a Sourcewell client when necessary.</p> <p>We accept check, Electronic Funds Transfer (EFT), or Automated Clearing House (ACH) payment methods. We also accept all major credit cards which are subject to a 2.9% processing fee per transaction, this fee will be an additional charge to the client.</p>	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	Artisan Skateparks does not directly provide leasing or financing options. However, we are committed to supporting educational and governmental entities that wish to pursue these avenues. We are willing to collaborate with client-selected financing partners or work within existing municipal or institutional financing programs to ensure projects move forward smoothly. Our team will provide all necessary project documentation, scheduling, and cost information to assist clients in structuring a financing or leasing arrangement that meets their needs.	*

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>Our standard transaction documents are designed to ensure clarity, transparency, and compliance for all Sourcewell participating entities. The documents we typically use include:</p> <p>Design-Build Contract: A comprehensive agreement that outlines the scope, responsibilities, and deliverables for projects where Artisan Skateparks provides both design and construction services.</p> <p>Design Contract: Used for projects where we are engaged solely for design services, detailing scope of work, deliverables, and timelines.</p> <p>Construction Contract: Defines terms for construction services, including schedule, specifications, and performance requirements.</p> <p>Change Order: Provides a clear, documented process for any modifications to scope, schedule, or cost, ensuring mutual agreement and accountability.</p> <p>Each contract is tailored to meet the specific requirements of the participating entities, while remaining aligned with Sourcewell's cooperative purchasing framework.</p> <p>These are included in the zipped file uploaded under the Standard Transaction Document Samples tab.</p>	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept the P-card procurement and payment process, as well as other major commercial purchasing cards. Please note that a 3.96% processing fee applies to P-card transactions, which will be charged to the client in addition to the project cost. This fee reflects the standard commercial credit card processing charges passed on by the payment network and ensures secure and efficient handling of electronic payments.	*
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>Our pricing model is based on the unique, site-specific nature of our projects. Because each facility is custom designed to reflect community input, site conditions, and budget considerations, our pricing is not standardized into off-the-shelf SKUs. Instead, we have provided a detailed pricing schedule as part of this proposal to illustrate typical facility types, cost structures, and deliverables.</p> <p>All pricing submitted in this proposal includes an 8% cooperative contract discount from our standard rates, ensuring participating entities receive immediate and transparent cost savings. For Canadian entities, final pricing will be based on the official exchange rate at the time of purchase to ensure accuracy and fairness.</p> <p>This model provides flexibility to accommodate the highly customized nature of our work while ensuring consistency, transparency, and savings across all Sourcewell participating entities.</p> <p>Our detailed pricing materials (in USD and CAD) have been uploaded in the designated section of this response.</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.	All pricing provided in this proposal reflects an 8% discount off our standard rates, which is offered exclusively to Sourcewell participating entities. This built-in discount ensures that agencies purchasing through Sourcewell receive immediate cost savings.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	We offer an additional 5% off on all design services for any two facilities purchased together.	*

67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Our typical delivery method is a comprehensive, turn-key solution under a single contract that promotes our fully integrated process for creating action sports facilities. At the same time, we recognize that some projects require non-contracted or open market items (specialized products, materials, or services) outside of our standard contract scope.</p> <p>To ensure transparency, cost control, and timely delivery, we propose the following method of sourcing these non-contract items.</p> <p>Pricing Approach: Dependent on our agreement with the client we can address pricing in two different ways. With an At Cost + Fixed Percentage approach, we would provide open-market items at the supplier's cost plus a fixed 10% procurement fee to cover sourcing, handling, and administrative time. For certain community or public benefit projects, we can provide any sourced items At Cost, with no markup, subject to project agreement.</p> <p>Sourcing Process: The client will identify the desired item or service, or we recommend one based on project needs. For significant purchases, we would request multiple quotes from qualified suppliers to ensure competitive pricing. We will then present the supplier's quotes to the client, clearly showing base cost, any applicable procurement fee, and estimated lead time.</p> <p>Approval & Procurement: No order of sourced items would be placed without written client approval of the final price and terms. Upon approval, we place the order directly with the supplier, coordinate delivery, and verify compliance with specifications.</p> <p>Transparency & Documentation: All copies of supplier invoices and shipping documents would be provided with our billing and all open-market items shall be tracked separately from contracted scope items for easy reference and audit purposes.</p> <p>This approach ensures fair, competitive pricing, full cost transparency, and efficient sourcing for any non-standard or non-contracted items while keeping the project on schedule and maintaining quality standards.</p>	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have included all costs in the submitted pricing. There are no additional elements that would add additional charges to a purchase or affect the total cost of acquisition.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight, delivery, or shipping is not an additional cost if the Sourcewell participating entity is located within the continental United States. Because the products and services offered in this proposal are constructed on-site, all costs are included in the pricing submitted.</p> <p>For participating entities located outside the continental U.S. (including Alaska, Hawaii, Canada, or U.S. Territories), additional expenses such as shipping, freight, or customs charges may apply. In these cases, all costs will be clearly outlined in the project contract and will reflect the applicable Sourcewell discounts, ensuring transparency and fairness in pricing.</p>	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Although our projects are primarily constructed on-site, certain materials, equipment, or tools may not be readily available in remote or non-continental areas. In such cases, these items are shipped directly to the project location.</p> <p>For projects requiring delivery to Alaska, Hawaii, Canada, or other remote locations, we utilize a customs brokerage program through Livingston International, which enables us to source the most cost-effective and reliable shipping methods. All associated freight, shipping, customs, and delivery costs are fully incorporated into the project contract and reflect applicable Sourcewell discounts, ensuring transparency and fairness for participating entities.</p>	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Artisan does not offer any unique distribution or delivery method as all our products offered in this proposal are constructed on-site.	*

72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Artisan Skateparks prioritizes accurate sales recording and transparent contract reporting to ensure full compliance with Sourcewell agreements. Each project is entered into our internal reporting system at initiation, which documents the project scope, contract type, RFP requirements satisfied, client contact information, and Sourcewell-specific pricing. Dedicated Sourcewell sales sheets and cost estimating resources are used to confirm that discounted pricing is applied from the outset and maintained throughout the project.</p> <p>To further safeguard compliance, we employ a two-tiered self-audit process.</p> <p>Account Manager Review: Continuously reviews purchase orders and project files to confirm that all pricing, terms and documentation remain current, complete and accurate.</p> <p>Finance Director Audit: Conducts quarterly compliance audits to ensure consistent pricing across all Sourcewell contracts, validates contract compliance, and processes all required administrative fees.</p> <p>This structured self-audit program ensures accuracy, transparency, and accountability, giving Sourcewell participating entities confidence that they are always receiving the proper pricing and full benefits of the cooperative contract.</p>	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Artisan Skateparks will track a series of internal metrics to measure the success of the Sourcewell contract and ensure accountability. These include -</p> <p>Financial Reporting: All Sourcewell projects will be tracked within our accounting software and reviewed at set intervals, including quarterly when administrative fees are processed. This allows us to monitor total contract volume, revenue growth, and fee compliance.</p> <p>Project Performance: Success will be measured by tracking the percentage of projects delivered on time and on budget, ensuring clients receive the full value of the cooperative contract.</p> <p>Client and Stakeholder Feedback: We will solicit post-project evaluations from participating entities to measure satisfaction with both the project outcome and the Sourcewell procurement process.</p> <p>Sales Conversions and New Participation: We will track the number of new clients utilizing Sourcewell for the first time, as well as conversion rates from initial inquiry to contract execution.</p> <p>Year-over-Year Comparisons: Metrics will be compared against performance from our current Sourcewell contract (over \$9 million completed to date) to quantify growth in both adoption and overall impact.</p> <p>By monitoring these key indicators, we can assess the overall effectiveness of our efforts, make informed adjustments to our marketing and outreach strategies, and ensure that participating entities consistently receive the proper pricing, service, and benefits of the cooperative program.</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.	The administration fee payable to Sourcewell is 2% 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.	The pricing we have offered in this proposal for Sourcewell participating entities is better than our standard market pricing.

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>Artisan Skateparks provides a comprehensive range of solutions for the design, engineering, and construction of action sports facilities. All solutions are delivered as new installations; no used solutions are offered under this proposal. Our offerings include skateparks, pump tracks, bike parks, and BMX facilities, each designed and constructed to meet the unique needs of participating entities.</p> <p>Skateparks</p> <ul style="list-style-type: none"> • Facility Types: Street courses, bowls, transitional/flow parks, skate plazas, skateable art/architecture, small skate spots, and dual-use facilities (skate/BMX). • Materials/Construction: Poured-in-place concrete, precast or cast-in-place elements, hybrid systems, and above-ground or in-ground features. • User Groups: Bikers, skateboarders, scooters, roller skaters and inline skaters. • User Levels: Designed for beginner, intermediate, and advanced users. <p>Pump Tracks</p> <ul style="list-style-type: none"> • Facility Types: Standalone pump tracks, integrated features within larger parks, or as components of bike and BMX facilities. • Materials/Construction: Poured-in-place concrete, asphalt, modular/hybrid systems. • User Groups: Bikers, skateboarders, scooters, and inline skaters. • User Levels: Designed for beginner, intermediate, and advanced users. <p>Bike Parks</p> <ul style="list-style-type: none"> • Facility Types: Jump parks, skills courses, trail riding systems, moto-style parks, and integrated pump tracks. • Materials/Construction: Concrete, asphalt, dirt, wood, metal, modular/hybrid systems. • Flexibility: Customizable layouts for different age groups, skill levels, and site conditions. • User Levels: Designed for beginner, intermediate, and advanced users. <p>BMX Facilities</p> <ul style="list-style-type: none"> • Facility Types: Racetracks, jump parks and pump tracks • Materials/Construction: Dirt, asphalt, concrete, modular/hybrid systems. • Integration: Can be delivered as standalone facilities or combined with other bike park elements. • User Levels: Designed for beginner, intermediate, and advanced users. <p>Artisan Skateparks provides the full range of services expected of a true turnkey design-build partner. Our expertise covers every stage of project delivery, ensuring consistency, quality, and accountability from the first conversation through years of operation.</p> <p>Planning & Consultation: Feasibility studies, site assessments, funding strategy support (including grant assistance and donation sourcing), and master planning services which can include integration into larger park systems.</p> <p>Design: Conceptual design layouts, 3D renderings, accurate cost estimating, public engagement workshops and input meetings, and preparation of detailed construction documentation and specifications.</p> <p>Engineering: Coordination with our engineers and landscape architects for stormwater drainage design, grading, utilities integration, and final stamped construction documents.</p> <p>Project Management: On-site project management and site supervision, contract administration, quality assurance, schedule coordination, safety meetings, and jobsite reporting.</p>

		<p>Construction: Demolition (if necessary), site preparation and grading, stormwater solutions, soil remediation, EPS15 GeoFoam installation, custom structural forming, onsite metal fabrication and installation, steel reinforcement, shotcrete application and trowel finishing, and flatwork placement and finishing, waterproofing and sealing. Construction services can also include enhanced finishes such as colored concrete, pool coping or tile, painting, ornamental metal railings, murals, and site signage.</p> <p>Events: Coordination of grand openings or ribbon-cuttings and other community events to showcase new facilities.</p> <p>Facility Operations & Long-Term Support: Warranty services, routine site visits, maintenance training for municipal staff or volunteers. When needed, renovations, resurfacing and repairs to maximize facility lifespan.</p> <p>This proposal reflects our commitment to delivering turnkey, high-performance facilities for Sourcewell participating entities. Whether building skateparks, pump tracks, bike parks, or BMX racetracks, we combine innovative design, technical expertise, and comprehensive construction services to ensure each project is inclusive, durable, and tailored to the community it serves.</p>	
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The categories of Skatepark, Bike Park, Pump Track and BMX Track capture nearly all the products and services that we offer. Within each category, we provide a full range of services - including feasibility, planning, design, engineering, construction, project management, warranty, and long-term maintenance support, ensuring a complete turn-key solution for Sourcewell participating entities.	*
78	Describe your installation methods and if your company installs or if the entity finds their own installer.	<p>Artisan Skateparks handles installation in-house. Our service force is our employees, all skilled construction workers that build our site-specific designs. While each project is unique, our installation method and construction process adhere to a consistent, proven framework:</p> <ol style="list-style-type: none"> 1. Planning and Premobilization Works 2. Mobilization 3. Stakeout and Site Preparation 4. Rough Grading/Excavation 5. Stormwater/Drainage Installation 6. Import Place and Compaction of Base 7. Imbedded Steel Installation 8. Layout/Upper Formworks 9. Fine Grading/Excavation 10. Subbase Stone Installation 11. Lower Formwork Installation 12. Rebar Installation 13. Shotcrete Installation - Banks and Transitions 14. Shotcrete Installation - Ledges and Stairs 15. Flatwork Preparations 16. Flatwork Installation 17. Waterproofing - Sealant and Joint Sealant Installation 18. Steel Rails Installation and/or Other Finishes 19. Coping/Railings Painting 20. Clean and Demobilize <p>We maintain full control from concept through completion, ensuring consistency, accountability, and long-term performance.</p>	

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments *	
79	Skatepark	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer comprehensive design, planning, and construction services for skateparks utilizing poured-in-place concrete, asphalt, wood, and hybrid material solutions. Our expertise covers pre-cast, cast-in-place, and fully customized features to ensure each park is tailored to community needs.	*
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	Our team specializes in poured-in-place concrete as our preferred and most durable construction method, but we also design and build asphalt, wood, and hybrid systems when appropriate for site conditions, budget, or project goals.	*
81	Bike Park	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide full-service design, planning, and construction for bike parks of all sizes and disciplines.	*
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	We offer design and construction services for bike parks in poured-in-place concrete, asphalt, wood, and dirt. Our projects range from progressive beginner-friendly layouts to advanced competition-ready facilities.	*
83	Pump Track	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide design, planning, and construction of pump tracks that are tailored to riders of all ages and skill levels.	*
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	We offer construction of pump tracks in poured-in-place concrete, asphalt, and dirt. Each track is custom designed to balance flow, speed, and progression for a wide range of users.	
85	BMX Track	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide complete services for the design and construction of BMX racetracks.	
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	We specialize in designing and building BMX tracks in dirt and asphalt, with options for concrete start hills, berms, and hybrid features. Our team can deliver both community-level BMX facilities and UCI-compliant competition tracks.	
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	<p>We are a turnkey supplier, providing all required equipment, accessories, and services to support the solutions described above. Our scope includes design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.</p> <p>We offer flexible delivery models ranging from full design-build to design-only or construction-only, or hybrid approaches tailored to client needs. All services are handled in-house by our seasoned experts. Whether clients require a complete solution or specialized support at a single stage, we have the expertise and resources to deliver.</p>	

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](#) - Artisan_Pricing.pdf - Tuesday September 02, 2025 15:18:43
 - [Financial Strength and Stability](#) - Artisan_FinancialStrengthAndStability.zip - Tuesday September 02, 2025 15:22:52
 - [Marketing Plan/Samples](#) - Artisan_MarketingSamples.zip - Tuesday September 02, 2025 15:23:23
 - [WMBE/MBE/SBE or Related Certificates](#) - Artisan_LicensesAndCertifications.pdf - Tuesday September 02, 2025 15:09:03
 - [Standard Transaction Document Samples](#) - Artisan_StandardTransactionDocumentSamples.zip - Tuesday September 02, 2025 15:23:47
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)

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. - Andy Duck, President, Artisan Concrete Services 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
Addendum 1 Skatepark Bike Park Pump Track RFP 090425 Tue August 26 2025 11:48 AM	<input checked="" type="checkbox"/>	1
Amendment 1 Skatepark Bike Park Pump Track RFP 090425 Wed July 23 2025 07:22 AM	<input checked="" type="checkbox"/>	1