

**Solicitation Number: #112420****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and California Skateparks, 273 N. Benson Ave., Upland, CA 91786 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires December 28, 2024, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

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

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

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

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

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

California Skateparks

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 12/21/2020 | 6:41 AM CST

DocuSigned by:
Joseph M. Ciaglia Jr.
By: B15FBC5853EE4FB...
Joseph M. Ciaglia Jr.
Title: President
Date: 1/4/2021 | 9:53 AM PST

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 1/4/2021 | 11:56 AM CST

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

Vendor Details

Company Name: California Skateparks
Address: 273 Benson Ave
Upland, California 91786
Contact: Joe Ciaglia
Email: info@californiaskateparks.com
Phone: 909-949-6101
Fax: 909-981-9368
HST#: # 27-0118247

Submission Details

Created On: Tuesday November 10, 2020 17:53:52
Submitted On: Tuesday November 24, 2020 16:10:11
Submitted By: Joe Ciaglia
Email: info@californiaskateparks.com
Transaction #: 8d92510f-93f1-4915-b966-26e63b0d18ee
Submitter's IP Address: 74.62.242.210

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	California Skateparks
2	Proposer Address:	273 N. Benson Ave. Upland California 91786
3	Proposer website address:	www.californiaskateparks.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Joseph M. Ciaglia Jr.; President; 273 N. Benson Ave Upland, CA 91786; joe@californiaskateparks.com; 909-949-1601
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joseph M. Ciaglia Jr.; President; 273 N. Benson Ave Upland, CA 91786; info@californiaskateparks.com; 909-949-1601
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Minadeo; Vice-President; 273 N. Benson Ave Upland, CA 91786; bill@californiaskateparks.com; 614-314-2061

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>7</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>California Skateparks (CSP) is a full-service design/build company specializing in the international development of public and private Skateparks, Bike Parks, Pump Tracks and Action Sport facilities. Founded by Joe Ciaglia in 1990, California Skateparks has created world-class, well-recognized public and private skateparks, plazas, skate spots, bowls, and landscape projects. These spaces have not only increased opportunities for skateboarding and other action sports, but they have contributed to the recreational and social fabric of the communities in which they are located.</p> <p>California Skateparks is a fully licensed, bonded, and insured contractor specializing in all aspects of skatepark, bike park, and pump track developments. What sets California Skateparks apart from other action sport providers is our impeccable attention to aesthetics and details, in parallel to our understanding of skateboarding and the skatepark industry. We have adapted traditional construction standards and practices to skatepark construction and developed many of the industry's standard details; which has given us a real world understanding of skatepark developments. This rich history enables us to meet and exceed the expectations of all skateboarders and action sport athletes.</p> <p>Through experience and selective recruiting, we have formed a disciplined company comprised of an award-winning design team, diligent construction managers, and comprehensive administrators. Every member of our team helps to ensure project success and provide an excellent client experience. Based in key metro areas, our staff of over 145 experienced and creative professional employees includes licensed landscape architects, general contractors, civil & structural engineers, skatepark designers, graphic designers, professional skateboarders, construction professionals, event coordinators, business development managers, sponsorship facilitators, and other experts. Each team member adds specific skills and experience to successfully complete high-quality projects on time and within budget. Together, we are the world's most experienced and respected skatepark design/build team with more than 400 universally recognized projects and 3.5 Million square feet of skatepark construction completed over the last decade.</p> <p>Our core values are: Reliability, Consistency, Commitment, Open-mindedness, Efficiency, Creativity, and Responsiveness. We believe these values best embody the CSP value proposition. By doing our business in an honest and efficient way, we can best succeed in communicating a clear and transparent plan of action to the client. Our flexibility and dedication ensure the client receives special attention, which we achieve by going the extra mile to execute our work at the highest level, as promised.</p> <p>Our team is committed to each and every one of the projects our Customers trust us with. Our design team continuously searches for new and innovative ways to add uniqueness and creativity to each proposal. Our experienced construction team works hand-in-hand with the design department to deliver the exact vision the Client and design team create. At each stage of the process, we are fully devoted to the satisfaction of the Client. We have a proud record of successfully satisfying our Customers since our opening in 2004.</p> <p>Philosophy- Our number one priority is to provide the best quality services and products at an affordable price to our Client, while always doing our best to promote skateboarding and all riding sports. We are committed to enhance all wheel sports through innovations and technologies which benefit our Client and all users.</p>
<p>8</p>	<p>What are your company's expectations in the event of an award?</p>	<p>In an event of an award, California Skateparks expects to collaborate with Sourcewell to market and promote this procurement process. Considering the timeframe outlined in this proposal, we expect to start this work in Spring 2021. The California Skateparks team will be ready to get to work on day one, servicing Sourcewell participating entities and secure work to begin projects immediately.</p> <p>We also expect to move forward with the planned proposal in a timely and streamlined fashion, delivering our promised product on time and under or equal to estimated budget restraints.</p>

9	<p>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.</p>	<p>Over the past 30 years, California Skateparks has worked on over 400 projects, averaging \$12 Million in sales annually, and produced some of the most notable, world class, facilities ever created.</p> <p>Over the past 3 years we have averaged 35 projects per year with an average project amount of \$350,000.</p> <p>We have achieved tremendous growth over the past 20 years thanks to our team of professionals and the relationships we've developed with clients, suppliers, sub-consultants, insurance companies, bondsman, and our bank.</p> <p>Our financial strength and stability have allowed us to retain the same bondsman for over 15 years. The attached, recommendation letter from our bondsman demonstrates their commitment and support of California Skateparks and its future endeavors.</p> <p>We have long-term and established relationships with several municipalities and private clients. The attached, recommendation letters from past clients support these relationships.</p> <p>Additionally, we have developed a strong relationship with our bank, Citizens Business Bank, as further supported by their letter of recommendation, also attached.</p> <p>California Skateparks has low turn-over rate and has several members of senior staff that have been with the company for over 10 years.</p>	*
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Custom Concrete Skatepark Market Share: 21.8% Custom Concrete Bikepark Market Share: 23.9% Custom Concrete Pumptrack Market Share: 22.3%</p> <p>Over the past three years, the United States' custom concrete skatepark, bike park, pumptrack design-build industry has reached a competitive peak. Despite this influx of competition, California Skatepark has maintained and even increased its lead within the industry through the development of dynamic marketing practices, innovative projects, positive customer relationships, procedural efficiency, and competitor partnerships. Our management team is constantly exploring methods, processes, and services that California Skateparks can implement and provide, to increase its overall market share. This progressive management methodology is one of the main reasons why California Skateparks has maintained our status as an industry leader.</p>	*
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Custom Concrete Skatepark Market: 41.0% Custom Concrete Bikepark Market: 38.7% Custom Concrete Pumptrack Market: 16.3%</p> <p>California Skateparks' management team identified the Canadian custom concrete skatepark, bike park, pumptrack design-build market as less impacted as the United States market. California Skateparks identified this opportunity early on and acted quickly to capitalize on it. Over the past several years, California Skateparks has swiftly entered this untapped market and dedicated large amounts of time and resources into securing jobs throughout Canada. To help with this venture, California Skateparks acquired a contracting company that specializes in the construction of custom concrete skateparks and bike parks. With the addition of this new asset, California Skateparks has quickly solidified itself as one of Canada's leading custom concrete skatepark, bike park, and pump track providers.</p>	*
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>California Skateparks has never petitioned for bankruptcy protection.</p>	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</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>California Skateparks is a Design and Build Company that offers unique designs, project management and construction services. California Skateparks is a sole source company providing all necessary services to complete all aspects of a project from beginning to end. We can be considered as manufacturer and service provider.</p> <p>a) N/A b) California Skateparks primarily performs all the project scope with in-house architects, landscape architects, engineers and skatepark designers.</p> <p>Our in-house design department consist of employees that can handle any design project in North America and stamp drawings with either architectural, landscape architectural or engineering certifications.</p> <p>Our construction department consist of employees, including superintendents with decades of experience in skatepark and bike park building. Some of our employees are certified welders, nozzlelemen, carpenters, professional skateboarders, riders and dedicated hard-working crews across North America.</p> <p>The design team and the construction team has been working seamlessly for over 10 years. Issues in the field are resolved quickly and seamlessly with no additional cost to the Client.</p>	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>We believe in doing business the right way and thus maintain proper and lawful licensing, insurance, and bonding qualifications that exceed state and industry requirements. We are a "C" corporation, incorporated in the State of California and registered as a Foreign Corporation in any state or location in which we operate. We have attached a recommendation letter from our bondsman that details our bonding capacity and a Certificate of Insurance that can be used for verification of existing policies and policy limits.</p> <p>Our professional staff includes licensed landscape architects, engineers, and other professionals whose expertise is incorporated into our projects to ensure a safe, efficient, and effective product.</p> <p>We are a Licensed Contractor in our home state of California and classified as a General Engineering Contractor, General Building Contractor, and Landscape Contractor. These classifications give us the ability to build a wide range of projects including Skateparks, Bike Parks, and Pump Tracks as well as any other construction project. Additionally, we are Licensed Contractors in Arizona, Hawaii, Nevada, New Mexico, Oregon, Tennessee, Utah, Virginia, and Washington. Should an opportunity present itself in a state where we are not licensed, we have the capacity and experience to acquire and retain the license quickly. In addition to the states in which we are licensed we have completed and are able to provide services in states that don't require licensing such as Colorado, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, New York, New Jersey, Ohio, and Oklahoma among others.</p> <p>Our unique qualifications enable us to offer turn-key services inclusive of all design, build, and project management to complete a variety of projects throughout the United States and Canada.</p>
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	California Skateparks has never been the subject of a Suspension or Debarment.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>California Skateparks is recognized in the industry as a leader. We are the official skatepark designer and builder for the most important action sports events worldwide. We are also well known in the industry for building some of the most iconic and recognized projects for the most influential and important companies and municipalities.</p> <p>The attached recommendation letters are a non-exhaustive sample of some of our Client's experiences with us and our projects.</p>
17	What percentage of your sales are to the governmental sector in the past three years	California Skateparks has made 70% of sales to the governmental sector for the past three years including the City of Los Angeles, the California Endowment, the Municipality of Maui, and the City of New York.
18	What percentage of your sales are to the education sector in the past three years	We have completed about 13% of sales of projects that include Skate Parks, Bike Parks, and facilities for other Action Sports for clients that teach and train Action Sports Disciplines including Woodward and KTR. Also, projects for non-profit organizations and brands that want to promote action sports like the California Endowment, Nike, Vans, and Olympic Training Facilities worldwide, however these are private companies and not a part of the education sector.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Currently, we do not have any cooperative purchasing contracts. The high level of customization of our industry has made it difficult for many procurement departments to include the scope of services we provide in their systems. We do participate in municipal procurement systems that define qualification characteristics for participants, however they would not be considered cooperative purchasing contracts. Currently, we have several contracts where we are a part of a short list of qualified skatepark and bike park designers and builders that have been pre-qualified to bid on projects for municipalities including the City of Los Angeles and several other municipalities throughout North America.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Currently, we do not have any GSA Contracts or provide services through SOSA contracts. The high level of customization of our industry has made it difficult for many procurement departments to include the scope of services we provide in their systems. We do participate in municipal procurement systems that define qualification characteristics for participants, however they would not be considered GSA or SOSA contracts. Currently, we have several contracts where we are a part of a short list of qualified skatepark and bike park designers and builders that have been pre-qualified to bid on projects for municipalities including the City of Los Angeles and several other municipalities throughout North America.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles Dept of Recreation and Parks	Craig Raines	213-202-2652	*
New York City Dept. of Parks and Recreation	Christine Dabrow	212-360-8144	*
City of Skate	Paul Forsline	612-240-4400	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Los Angeles Dept. of Recreation & Park	Government	California - CA	Design & Build of Skatepark/ Bike Parks	Over \$15,000,000.00	Over \$700,000.00	*
City of New York Dept. of Parks & Recreation	Government	New York - NY	Design & Build of Skatepark/ Bike Parks	Over \$5,500,000.00	Over \$1,000,000.00	*
City of Skate	Non-Profit	Minnesota - MN	Design & Build of Skatepark/ Bike Parks	Over \$1,000,000.00	Over \$600,000.00	*
The Skatepark Project (Tony Hawk Foundation)	Non-Profit	California - CA	Design & Build of Skatepark/ Bike Parks	Over \$12,000,000.00	Over \$4,500,000.00	*
Central Valley Community Foundation	Non-Profit	California - CA	Design & Build of Skatepark/ Bike Parks	Over \$1,500,000.00	Over \$1,500,000.00	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	<p>When it comes to sales and delivering services, California Skateparks takes great pride in meeting the needs of its customers with exceptional service no matter the size of the project or the location. To be able to do so with great efficiency, California Skateparks has developed a network of salespeople across the 6 continents to respond to any requests within a couple hours.</p> <p>Our typical customer experience is started with a phone call or an email. Once the contact is made, California Skateparks main office will redirect the information to the local representative, who will get back to the customer to identify the specific project information and scope and to outline the next steps of the project.</p> <p>For the continental United States, we have 20 sales and service providers "in house" located in California, Colorado, New Mexico, Ohio, and New York. We also have one representative on the Big Island of Hawaii. In Canada we have representatives in British Columbia, Ontario, Montreal, and Quebec.</p>	*
24	Dealer network or other distribution methods.	California Skateparks maintains offices and warehouse spaces throughout North America, which provide regional access within a 16-hour drive to nearly any location in North America. We also have crews situated throughout the United States and Hawaii as well as Canada to service any city within one week of notification.	*

25	Service force.	As stated above, California Skateparks has crews located throughout North America and the ability to have men on site anywhere within one week of notification. Because of our numerous warehouse facilities, we can also have materials and equipment on site at the same time. *
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>California Skateparks' number one priority is Customer service and customer satisfaction. We strive to take care of our customer with 100% satisfaction.</p> <p>Full commitment: Our team takes great pride into satisfying every need of our Customers.</p> <p>From the private customer willing to build a snake run for their kids in the backyard, to the community trying to invest and satisfy the needs of its residents, each request is unique. Our team listens and thinks about every single request independently and with a unique goal: How can we make this work to the satisfaction of the Customer?</p> <p>No "small" Customer: Before being a business, skateboarding and riding sports in general is a passion that drives us, as well as millions of riders, across the world. To us, the passion and the love for skateboarding is a true source of power. For this reason, we stay close to every person willing, one day, to do something for their sport, their community. Therefore, we have a dedicated service for community outreach.</p> <p>We aim to help anyone who is interested in obtaining a skatepark. Even if you are a private or group with no budget, no terrain, nothing but a dream in the back of your head, we will consider your request and explore every possible avenue to bring your project into existence even if it is in 10 years from now.</p> <p>Clear process: The key to a satisfactory project is a clear scope with a controlled budget. Our goal is to identify all stakeholders' expectations and meet all these expectations throughout the project. For each project, we will establish a unique scope, starting from the design process, to the delivery, which will fit to your specific recommendations. Less surprise leads to more the satisfaction for the Customer. This is why we train our teams to ask the right questions that target the exact needs of our Customers. We utilize specific questionnaires that we've developed over time, and stay ready to adapt if Customer needs change. *</p> <p>The right specialists: California Skateparks has proposed various design and build services to a consequent variety of customers for over 20 years. In-house some members of our team have progressively become expert in specific domains in the design department, and also in the construction department such as concrete, wood, metal structures, landscaping, legacy constructions, temporary installations, etc.</p> <p>At California Skateparks, if we believe a collaborator is better fitted to your project needs, we will not hesitate to redirect your request to them, avoiding the risk of losing time and money for both parties. If your project requires crossing multiple skills, our team will combine efforts.</p> <p>Response-time capabilities: Our team can get back to our Customers within less than 24-hours for first contact and basic project information per phone or per email.</p> <p>Once first contact is established, we try to get a first meeting with the Customer within 5 days to discuss the details of the project.</p> <p>Onward, we keep weekly meetings or bi-weekly meetings with the Customer to keep them up to date.</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Sourcewell entities will benefit from California Skateparks services because we have been the industry leader in both design and construction for skate and bike park for the past 10 years. In that time, not only did we set the standard for construction quality, but we also created many of the construction techniques and standards used in all skate and bike park construction today.</p> <p>Our design team has been instrumental in pushing the limits of skate and bike park design beyond just adding and modifying elements, but in creating a unique and diverse space, not only for participants, but also for spectators and the entire community. Thus, transforming a skate or bike park into a positive community hub. *</p> <p>On the construction side, our team settles for nothing less than perfection, providing a near maintenance free facility for the entire community and municipality to be proud of.</p> <p>We take this design and construction expertise to every project no matter the size thus giving every client the same quality service and knowledge base.</p>

28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Sourcewell entities will benefit of California Skateparks services because we have been the industry leader in both design and construction for skate and bike park for the past 10 years. In that time, not only did we set the standard for construction quality, but we also created many of the construction techniques and standards used in all skate and bike park construction today.</p> <p>Our design team has been instrumental in pushing the limits of skate and bike park design beyond just adding and modifying elements, but in creating a unique and diverse space not only for participants but also for spectators and the entire community. Thus, transforming a skate or bike park into a positive community hub.</p> <p>On the construction side, our team settles for nothing less than perfection, providing a near maintenance free facility for the entire community and municipality to be proud of.</p> <p>We take this design and construction expertise to every project no matter the size thus giving every client the same quality service and knowledge base.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>California Skateparks will fully service all regions of United States and Canada. California Skateparks will be able to service the 48 contiguous states as well as Hawaii, Alaska, and Puerto Rico.</p>	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>California Skateparks can service every Sourcewell participating entity.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>California Skateparks has no specific contracts, limitations, or restrictions that would apply to the Sourcewell participating entities for Hawaii, Alaska, or the US territories.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>California Skateparks employs a two-sided marketing approach. This consists of large-scale outreach by our salespeople who look for opportunities with to work with cities, private groups, and nonprofits to design and build skateparks. We are often able to inform the party of construction offering they did not know were available, and secure contracts with them to compete custom projects in this fashion.</p> <p>The other side of our operation is fielding all the inquiries, recommendations, and incoming requests from social media and our website. The majority of our business comes from this side, which often comes in the form of smaller or medium size scale projects. The skateboarding industry is tight knit, so individuals satisfied with our work often will often pass on a CSP recommendation to their friends or colleagues who may also be interested in obtaining a facility.</p> <p>Although each project we design is custom and unique to the specific scenario, we aim to create a somewhat uniform offering package per project. This most often consists of a 5-7-page PDF pamphlet describing what CSP identifies as the best opportunities for park design given the specific strengths, climate, and existing topography of the region. We also look at the culture of the city or neighborhood to the best of our abilities, in order to offer our best perspective to the client as to how the park can positively impact their specific community. We bring to the prospective client's attention the many physical/mental health benefits of building a skate park, as well as proven statistics in crime reduction in the surrounding area and community pride that comes with having a great park.</p> <p>This pamphlet combination of our written proposition, as well as high-quality images of our suggested designs has proved successful hundreds of times in illustrating our value to the client. We always make sure to address any concerns they bring up about the package and try our best to be flexible in our offering, often creating multiple versions of our plan until we meet the customer's exact desires.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>California Skateparks is present on Facebook and Instagram, relaying company news to the public involving design presentation, meetings recaps, and construction pictures. At the moment, we do not use metadata linked to these social medias. We have a huge media presence on both platforms due the ability to attract attention from publicity through news articles, par signage, and professional skateboarder endorsements. These professional partnerships serve to benefit both parties involved, as the publicity grows our following, and we can show our followers how much professional level athletes value our product. Because we are involved in a high number of international projects, our pages boast large numbers of followers from around the world. Our social media has proved to be extremely valuable to the firm in that a number of our projects are sourced through direct message inquiries from private individuals or skate companies.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>California Skateparks sees Sourcewell as a professional partner, connecting municipalities and communities to our services.</p> <p>California Skateparks fully intends to conduct our own marketing and sales plan without the assistance of Sourcewell resources. Any assistance from Sourcewell will be welcome and integrated as necessary to our system.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The design/build services we offer are uniquely tailored to our clients which makes it difficult to make them available in an e-procurement system. We are interested in providing our services through e-procurement channels and as modifications and adaptation of e-procurement systems allow us to offer our service through those systems we expect to increase our presence in those systems. Currently, we offer our services through e-procurement systems for specific municipalities throughout out the United States including the City of Los Angeles, the City of San Diego, New York City, and the County of Maui to name a few.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>On the design side, we have a program of continuous education through our main office in Upland, CA.</p> <p>California Skateparks has the only Olympic training facility for both street and park in the world.</p> <p>This facility is not only used by Olympic athletes every day to train for Tokyo 2020 but also for us as a research and development facility. With access to the world's best skaters, we can get their immediate feedback on new elements we put in the facility and our ideas for new elements. This is an invaluable tool for our design team to continue setting the bar for the modern skateparks.</p> <p>This facility also allows us to test new construction techniques and materials in a controlled environment so then when we roll out new construction materials for a client, it had already been tested and proven by the world's best professional skateboarders and bike riders.</p> <p>California Skateparks also provides access to our work teams OSHA's certifications, nozzlemen certifications, welding certifications and project management trainings.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>New technology has played a significant role in California Skateparks development and client satisfaction. Especially now with travel restrictions making it more difficult if not impossible to have face to face meetings the use of technology is essential in the entire lifespan of the project. California Skateparks utilized multiple online meeting platforms to communicate with clients and stakeholders for daily and monthly meetings as well as our superintendents on jobsite of quick site resolution or clarifications. California Skateparks uses online meetings to reduce costs and allow our Customer to be actively part of the design process. We also use computer drafting and 3D software to give the ability to the Customer to understand the exact shapes of the project.</p> <p>We have a competent team of Managers and Designers using the latest software and technology including AutoCAD for Construction Documents as well as Sketchup for modeling, animation, slope analysis, volume calculations, quantity survey, cut and fill balance, coordinate geometry, calculation reports, and more to reduce error and optimize construction execution.</p> <p>We use detailed project management software to track every step of a project from the first stakeholder meetings to the final ribbon cutting. This software allows us to set and track task and goal milestones through each phase of the project allowing us to identify any issues without schedule or budget in real time which allows us to quickly course correct and get back on schedule and budget. This software also allows us to create reports on the exact status of any project at any time with is an invaluable resource to both our clients and to Sourcewell.</p> <p>On the construction side, California Skateparks continues to innovate by using 3d technologies and the latest production equipment in our research and development facility in Vista, CA to create templates using CNC technology and exact forms without the need of a third party.</p>

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>California Skateparks understands that sustainable practices are at the core of strengthening local communities. By partaking in environmental, social, and economical sustainability practices, California Skateparks ensures that our final products will have a positive impact on the surrounding natural environment and the most influence on local communities, all while limiting the overall cost to the client. These three cornerstones of sustainability and their corresponding practices are how we at California Skateparks aim to limit our carbon footprint and create a social fabric that provides for everyone associated and involved with the action sports community.</p> <p>To reduce transportation, its monetary cost and environmental footprint, California Skateparks will always choose local suppliers to provide heavy machinery, concrete, metal and wood materials for the construction. When necessary, California Skateparks will work with a local sub-contractor to carry out earthworks and basic concrete work, before our specialty crew intervenes. When possible, California Skateparks building crew will save and reuse any material and supply left after completion.</p> <p>To achieve environmental sustainability, California Skateparks complies with all environmental regulations, limits water / material usage, manages water / air quality, utilizes local resources, constructs with green technology methods, and reduces impact to surrounding natural features. A perfect example of a California Skateparks eco-friendly project is The Gathering Place in Tulsa, Oklahoma. This project utilizes a variety of green technologies and design techniques, including a water retention / bio-infiltration area that cuts through the middle of the park and a native plant palette that is integrated throughout the entire project. In addition, the park was built with a variety eco-friendly materials and methods that are conducive to other world class, sustainable projects. Since its opening in 2018, The Gathering Place Skatepark has quickly become known as one of the most sustainable and progressive skateparks in the world. In addition to the many sustainable methods used for the Tulsa project, California Skateparks is also constantly looking for new eco-friendly materials and sustainable practices to incorporate into our future projects. The following list showcases a variety of strategies that California Skateparks utilizes to ensure environmental sustainability:</p> <p>Pollution Control; Utilize Local Resources; On-Site Renewable Energy; Recycled Materials; Reduce Greenhouse Gas Emissions; Fly Ash Concrete; Alternative Transportation; FSC Certified Wood; Water Efficiency; Site Protection and Restoration; Drought Tolerant Landscape; Limit Tree Removal; Stormwater Management; Light Pollution Reduction; Integrated Bioswales; LED / Solar Lighting; Construction Waste Management; Heat Island Effect Reduction; Waste & Recycling Management.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>California Skateparks has produced multiple projects that have been eligible for both LEED and SITES certification, including the Gathering Place Skatepark, Linda Vista Skatepark, Etnies Skatepark, and La Colonia Skatepark. Each of these projects met LEED and SITES guidelines for sustainability; however, surrounding landscape elements and site amenities, not developed by California Skateparks, prevented these projects from obtaining official certification. Our team is constantly striving to create projects that meet these certifications, but due to budget restraints, site factors, and client requirements these third-party eco-labels can be hard to achieve. Regardless, California Skateparks closely follows LEED and SITES frameworks for every project in order to create the most sustainable designs as possible.</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>California Skateparks is not a Women or Minority Business Entity, Small Business Entity, or veteran owned business. However, we have established relationships with minority or women businesses and continue to utilize these businesses whenever possible. California Skateparks complies with the outreach to minority owned businesses requested by the cities and document our outreach data.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>California Skateparks is the official skatepark designer and builder for most of international extreme sports events, such as the Tokyo Olympics events, World Skate events, Street League Skateboarding, X-Games, Vans Park Series, and Dew Tour. Our skateparks are designed and built up to the highest standards of creativity, functionality, and durability, envisioned from their interaction with the landscape to the smallest detail.</p> <p>In addition to design and building the highest quality skateparks, bike parks and pump tracks, California Skateparks is the designer and builder of the Olympic 5-star qualifying event courses. With skateboarding and BMX riding being medal events in the Tokyo 2020 Olympic games, competitive skateboarding has now become a recognized sport to both athletes, corporate sponsors, and entire nations.</p> <p>Designing and building a skatepark for competitions is very different from designing and building a skatepark for a community. By providing this ability to design and build competition courses, California Skateparks gives the opportunity for Sourcewell participating entities to have a new, unique and more valuable product for the community which really did not exist just 2 years ago.</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	California Skateparks warranty typically covers all products, materials, and labor.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Repairs required by abuse, accident, vandalism, neglect, use of products other than the intended purpose, and acts of nature or god are not warrantied. The warranty does not cover any modifications, changes, or additions to the facility, unless approved in writing by California Skateparks.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Because we have multiple crews mobilized throughout the USA, we can respond quickly to any warranty issues. Technicians' travel time and mileage expenses are covered by CSP.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	California Skateparks is able to provide certified technicians in any US or Canadian state/province.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The California Skateparks warranty service covers every item in the contract, including those made by other manufacturers or sub-contractors.
47	What are your proposed exchange and return programs and policies?	Because of the nature of products California Skateparks is providing (design and build services), no exchange or return programs are offered.
48	Describe any service contract options for the items included in your proposal.	We design and build mostly concrete facilities nearly maintenance free. However, skateboarding and bike riding are by nature aggressive and therefore can cause minor chip, scrape and abrasion which are all types of normal wear and tear for this type of facility. Because some minor wear and tear will occur throughout the year, California Skateparks recommends a yearly maintenance program that will extend the longevity of any skate or bike park facility.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	California Skateparks generally has Net 30-day terms; however, we are flexible and willing to comply with any required terms from the Sourcewell participating entities.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	California Skateparks has partnered with Citizens Business Bank to offer Clients a complete suite of financing solutions.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	We anticipate Sourcewell participating entities to communicate with California Skateparks and identify themselves as participating entities. We expect that these participating entities will issue a purchase order which we will use to track and identify the project as a Sourcewell Project in our internal systems. Our sales network is comprised of a consolidated group with a unified reporting system. Identifying and tracking Sourcewell sourced projects will follow our established internal procedures. We expect to communicate and coordinate sales with Sourcewell in their tracking system on a regular basis, in the quarterly reports, and in the annual business review described in the contract template.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We currently accept Credit Card Payments with a 3% Fee. We can setup P-card procurement and payment processes and any additional fees for these services will be passed through to Sourcewell participating entities at cost with no additional fees.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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>California Skateparks plans to move forward using a standardized process for each project from Sourcwell participating entities. First, California Skateparks will create a conceptual design which will be then used as a base for our Cost Quantity Breakdown (CQB). This CQB will help us quantify items and materials in our cost estimate, which will already include item unit pricing. As we move further along the design, any changes made during the process will be passed through the CQB, and therefore will modify the cost estimate. In this way, we can ensure consistency in our figures, and avoid confusion due to updates or changes.</p> <p>Each individual component will be listed using line item pricing. Quantities for each line item will come from our CQB.</p> <p>We are also offering an additional 7% discount off of our standard unit pricing, giving Sourcwell members access to pricing lower than any other pricing in the market, published or un-published. Individual SKU's are associated with each line item on the Sourcwell pricelist.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As mentioned, California Skateparks does all sales through in-house salespeople therefore there is no mark-up by a third-party. The line item pricing is then discounted an additional 7% to Sourcwell members, meaning Sourcwell members are receiving the best possible price for our products and services.
55	Describe any quantity or volume discounts or rebate programs that you offer.	If California Skateparks contracts 3 projects in the same community within 6 months as part of a single purchase order, we will offer an additional discount of 5%. Otherwise, California Skateparks does not propose quantity or volume discount.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our objective in this RFP response is to provide a turn-key solution by including all conceivable aspects of a skatepark bike park or pumtrack project under this contract. We will provide items like installation, structural foam, and custom materials at cost plus a percentage.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our response covers all scope items typically associated with our projects. There are no additional acquisition costs.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Once the complete product package is determined, our shipping department obtains competitive rates from our shipping partners. Because we are based in multiple locations throughout North America and ship a lot of freight, we can provide very cost-effective shipping solutions.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In the instance of Hawaii and Alaska, we ship to the port and have the products sent by boat. Shipping to most regions of Canada are the same procedures as shipping to the US. None of these logistic are the responsibility of the Customer. These types of shipments are common practice for us.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not offer any specifically unique distribution or delivery methods.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	California Skateparks is providing Sourcwell participating entities with a 7% discount.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	When California Skateparks receives an order, the CSP Contract Manager thoroughly reviews the order to verify all the information on the order has been received correctly. This phase almost always identifies any issues or misunderstandings early on, if they exist, and allows CSP to deal with them before any further action is taken. Once the order is reviewed and approved, the Contract Manager uses a standard system we have in place to log all order information, including details such as scope, amount, customer information, and order date. The Contract Manager additionally keeps individual reports for each purchasing program. We also have on file a master spreadsheet in which we log all Leads, Sales, ongoing projects, and completed projects. These details later feed into our quarterly and annual reports to Sourcewell. These reports can further be separated into detailed sections for each phase of a project's lifespan. The Completed project report outlines all completed projects and highlights key figures that determine our Sourcewell administrative fee.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	California Skateparks proposed a 2% Administrative fee based on gross sales to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>SKATEPARK DESIGN</p> <p>Our design process explores the aspects of structure, site sensibility, functionality, innovation, and materials in order to give our clients and skateboarders a facility that exceeds expectations. We balance artistic expression with functionality making sure we meet our clients' needs both now and in the future. We take great pride in designing environments that connect people with community and facilitate a healthier lifestyle.</p> <p>Our computer modeling and rendering abilities allows us to create accurate, three dimensional, to scale representations of our designs that we can use to better understand the functionality and layout of a skate park, its integration into an existing site, and the overall aesthetic of the park.</p> <p>SKATEPARK CONSTRUCTION</p> <p>After more than 20 years we continue to be the leading experts in top quality concrete skate park construction. Our professionalized services fully encompass the wide range of needs necessary to build architecture and landscapes for skateboarding. Whether we are the general contractor, or a sub to a general contractor, our passion, knowledge and expertise go hand in hand to deliver a superior product to our clients. California Skateparks follows a construction process that has proven to be efficient and effective through years of experience developing successful skateparks, large scale public works and multi-use park facilities, residential and commercial landscapes.</p> <p>California Skateparks is proud to be an advocate of sustainable design-build practices also known as Green Builds.</p> <p>SKATE-ABLE ART & ORNAMENTAL METAL FABRICATION</p> <p>Our metal fabrications division provides in house artistic and ornamental metal fabrication, structural steel and coping fabrication. We employ highly skilled, experienced, certified welders and metal workers who install all metal fabrications, coping and fencing for our jobs. All metal work meets ASTM specifications and is delivered to the job site for installation. Our fabrication division fabricates all of the</p>

metal for each project. We design and fabricate custom iron fences, gates and install steel coping, edging and rails on all of our Skateparks.

PROJECT MANAGEMENT

California Skateparks establishes schedules conforming to the project timeline for meetings, tasks, and design products. Timely meetings with our consulting team and the stakeholders will be regularly scheduled to review concepts, costs, and progress. Prior to the start of the project, a master schedule will be developed to define all pertinent tasks, subtasks, duration, milestones, meetings, and submittals. This process will ensure the stakeholders and California Skateparks' consulting team understands the project scope and task durations.

The timeline supports our commitment to the project with a vision to open the park on schedule. We will maintain consistent communication protocol with the stakeholders from the beginning of design through construction observation services. All project deliverables will schedule time for internal budget control, quality assurance, and quality control. All review comments and questions will be documented and provided with responses.

Excluded from the timeline are opportunities to phase construction and assist the allocation of separate funding sources and possible partnerships with concessionaires that are brought on late in the design phase.

CSP stresses the importance of being an integral part of the construction process. Design documents cannot substitute for field coordination and requirements for shaping a quality facility. As a longstanding contractor in Southern California, California Skateparks is familiar with the numerous permits that are required and necessary to complete the procurement process. California Skateparks will submit all plans which will meet or exceed all City, State, and Federal codes, rules, and regulations. California Skateparks will make any changes or modifications to plans recommended by city departments during the plan checking process. California Skateparks fully understands that the more informed and clear the city inspection staff is on our project the smoother the construction process will flow. This is why we dedicated specific individual for project management, permitting and site inspections throughout the project. Consistent weekly, and sometimes daily communication will be necessary to coordinate any activities, deliveries, utility tie-ins, or other overlapping and near proximity construction work. Clear and open lines of communication with the Client is a must and we will take all necessary steps in working together.

We use simple steps to ensure quality work:

- Assign responsibility
- Delineate scope of work and expectations to crew and subcontractors
- Identify important aspects of the quality we expect from their work
- Identify potential risks as well as mistakes we have seen in the past
- Collect and organize data for our daily quality control checklist
- Require subcontractor to fill out quality control checklist daily
- Follow up on quality control list from each subcontractor to ensure accuracy
- Take immediate action when the standards are not maintained and issue non-conformance notices
- Communicate results to subcontractors and make immediate adjustments
- Recognize subcontractors when quality meets or exceeds our standard.

EVENTS

California Skateparks provides unparalleled design and build services for professional and amateur skateboarders, events, and communities. As pioneers of the industry, we built the first ever concrete skateboard course for the Maloof Money Cup, the first major street-style contest event of its kind, in 2008. Since then, concrete skate courses have become the standard, and our quality of work has lead us to be contracted by the world's most premier skateboarding events, including the Vans Parks Series, Street League Skateboarding, Dew Tours, X-Games and the Olympics.

SKATEPARK RENOVATION AND REPAIR

California Skateparks will proceed with Routine biannual control
Metal review
New elements need base analysis

LANDSCAPE ARCHITECTURE

Our services, in addition to our successful California Landscape & Design firm, go hand-in-hand to create perfectly integrated skateparks, whether it be a swim and skate backyard pool, custom flow bowl or a street plaza, complete with landscaping, fire pit, built in BBQ and patio/shade structures.

65	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>SKATEPARK DESIGN</p> <p>Conceptual Design 3D Renderings and Design studies Construction Drawings Documents (30%; 50%; 95% & 100%)</p> <p>SKATEPARK CONSTRUCTION</p> <p>Demolition, site clearing and grubbing, trees relocation and existing equipment removal Earthworks / Subgrade & Fine Grading Metal preparation & installation Rebar preparation & installation Formwork preparation & installation Concrete & Shotcrete placement & finishing Cleaning and painting</p> <p>SKATE-ABLE ART & ORNAMENTAL METAL FABRICATION</p> <p>Design, Fabrication, delivery, and installation</p> <p>PROJECT MANAGEMENT</p> <p>Delineate scope of work and expectations to crew and subcontractors Identify important aspects of the quality we expect from their work Identify potential risks Collect and organize data for our daily quality control checklist Require subcontractor to fill out quality control checklist daily Follow up on quality control list from each subcontractor to ensure accuracy Take immediate action when the standards are not maintained and issue non-conformance notices Communicate results to subcontractors and make immediate adjustments Recognize subcontractors when quality meets or exceeds our standard Scheduling Safety meetings Jobsite reporting Weekly progress meetings Budget review</p> <p>EVENTS</p> <p>Course Design and build Event organization Spectators experience Broadcasting</p> <p>SKATEPARK RENOVATION AND REPAIR</p> <p>Routine biannual control Concrete cracks and impacts repair / renovation when necessary Metal repair / renovation when necessary</p> <p>LANDSCAPE ARCHITECTURE</p> <p>Earthworks / Subgrade & Fine Grading Planting selection Watering system installation</p>
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Skateparks	<input checked="" type="radio"/> Yes <input type="radio"/> No	All components associated with the design and build of skateparks are offered.	*
67	Bike Parks	<input checked="" type="radio"/> Yes <input type="radio"/> No	All components associated with the design and build of bike parks are offered.	*
68	Pump Tracks	<input checked="" type="radio"/> Yes <input type="radio"/> No	All components associated with the design and build of pump tracks are offered.	*
69	Design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	All components associated with Design-build services, site assessment, site preparation, installation, maintenance and repair, including warranty programs are offered.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>We generate internal weekly progress reports that monitor the success of every detail throughout the project cycle. Each progress and financial line item we schedule is double checked in an estimated vs. actual format. Examples include the following parameters:</p> <ul style="list-style-type: none"> - Follow up on progress: Are we on time compared to announced schedule? - Resources: Are we mobilizing enough resources to respect the schedule? Are we mobilizing too many? - Customer satisfaction: How is the Customer's relationship? Are we satisfying all their needs? - Schedule of values: Does our level of expenses match the provisions? <p>Our reporting is performed on a weekly basis regardless of project duration in order to keep tight control of progress, timing, and budget. We believe monitoring our key metrics is the best way to ensure our project is on track to meet client expectations. In this way, we can make adjustments early on in the chance we discover potential hold-ups or if the Client has desired changes. If we need to, we can and will readjust our time and resources to ensure success.</p>
71	Describe the methods or techniques that impact the durability or longevity of your product.	<p>A skatepark is subject to intense use from riders by design. Features and installations must be strong and able to withstand the thousand impacts during its life span. We at California Skateparks know the extent of the structural demand through experience as skateboarders ourselves. Therefore, we are able to meet and exceed this demand by using the strongest concrete we can source, mixed by experts to ensure top quality. We then install angle iron and metal coping on the exposed edges of concrete to protect them from chipping and grinding away. We also design drainage systems to ensure excess water or snow does not build up and cause excess damage.</p>
72	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	<p>As stated above, we design and construct our facilities with top-tier concrete mix, protected by angle iron and metal coping when possible. In the cases of more unique elements, we source and import materials of the highest quality. For example, our pool coping, and tile are selected on a park-by-park basis, then hand-installed and waxed to ensure longevity. Our custom ornamental metals are high-grade steel that can withstand grinding, treated against rust, and painted to last. The cohesiveness of our design, quality of our materials, and due diligence in installation ensure that the completed facility will be more durable and as safe to users as any competitor's product available.</p>
73	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	<p>The first step in creating a safe space for users lies in design. We aim to create cohesive flow of the skate facility, grouping more advanced obstacles in specific zones, while the remaining space consists of intermediate or even beginner sections off to the side, away from advanced speeding skaters. In the beginner areas, we typically design spaces that have benches, flat ground, and even room for parents to watch from a safe distance. In combination with signage describing park rules and safety gear requirements, we ensure minimization of unnecessary injuries to users.</p>
74	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	<p>California Skateparks' key advantage is the diverse background of our team's individuals. We have professional skateboarders who know what they need in a top-grade park, expert designers, experienced construction workers, and everything in between. The collaborative work process we utilize ensures that every opinion is heard, which ultimately results in a finished product that has been reviewed by twenty or thirty different collaborators with unique educations, skill sets, and individual inputs. In this way, our facilities are cohesive designs, in their use of top manufactured materials tailored to fit each unique community setting in a case-by-case basis. Each of our projects requires a unique approach in terms of climate and community, therefore we do not employ a one-size-fits-all approach.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
None	N/A	
None	N/A	
None	N/A	
None	N/A	
None	N/A	
None	N/A	

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - 1 - Financial Strength and Stability.zip - Tuesday November 24, 2020 14:19:16
 - [Marketing Plan/Samples](#) - Marketing Approach Document.pdf - Tuesday November 24, 2020 15:20:31
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty and Maintenance Document.pdf - Tuesday November 24, 2020 15:21:20
 - [Pricing](#) - Pricing Document.pdf - Tuesday November 24, 2020 16:09:30
 - Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joseph M. Ciaglia, Jr., President, California Skateparks

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Skatepark Bike Park and Pump Track Solutions_RFP 112420 Thu October 29 2020 09:47 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Skatepark Bike Park and Pump Track Solutions_RFP 112420 Fri October 9 2020 04:18 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT #112420-CAS**

THIS AMENDMENT is by and between **Sourcewell** and **California Skateparks** (Vendor).

Vendor was awarded a Sourcewell Contract for Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services effective January 4, 2021, through December 28, 2024, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance, Subsection A. Requirements, Item 6. Network Security and Privacy Liability Insurance of the Original Agreement is deleted in its entirety.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
 By: Jeremy Schwartz _____
 Jeremy Schwartz C0FD2A139D06489...

Title: Director of Operations & Procurement/CPO

Date: 6/15/2021 | 10:58 PM CDT

California Skateparks

DocuSigned by:
 By: Joseph Ciaglia _____
 Joseph Ciaglia B15FBC5853EE4FB...

Title: President

Date: 6/15/2021 | 9:52 AM PDT

Sourcewell-APPROVED:

DocuSigned by:
 By: Chad Coquette _____
 Chad Coquette 7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 6/16/2021 | 5:52 AM CDT