

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Spohn Ranch, Inc., 6824 S. Centinela Avenue, Los Angeles, CA 90230 (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

Spohn Ranch, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 12/21/2020 | 6:40 AM CST

DocuSigned by:
KIRSTEN DERMER
A59443606A9E4A1...
By: _____
Kirsten Dermer
Title: CEO
Date: 1/12/2021 | 3:30 PM PST

Approved:
DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 1/12/2021 | 5:57 PM CST

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

Vendor Details

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

Submission Details

Created On: Wednesday October 28, 2020 10:12:42
Submitted On: Tuesday November 24, 2020 15:05:59
Submitted By: Kirsten Dermer
Email: kirsten@spohnranch.com
Transaction #: 5f026fa0-622e-4a50-8d92-a5a038571f4c
Submitter's IP Address: 108.178.144.18

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):	Spohn Ranch, Inc.
2	Proposer Address:	6824 S. Centinela Avenue Los Angeles, CA 90230
3	Proposer website address:	www.spohnranch.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):	Kirsten Dermer, CEO kirsten@spohnranch.com 626-330-5803 x. 203 6824 S. Centinela Avenue Los Angeles, CA 90230
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kirsten Dermer, CEO kirsten@spohnranch.com 626-330-5803 x. 203 6824 S. Centinela Avenue Los Angeles, CA 90230
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Vincent Onel, VP of Skatepark Development vince@spohnranch.com 626-330-5803 x. 205 6824 S. Centinela Avenue Los Angeles, CA 90230

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>We create wheel-focused works of art that build communities and transform lives. Spohn Ranch began as a community, anchored by Aaron Spohn's backyard half-pipe, and grew into an award-winning skatepark design-build firm. A cornerstone of wheel sports progression for over 30 years, Spohn Ranch's Los Angeles backyard roots have spread globally, culminating in hundreds of cutting-edge creations.</p> <p>Via three decades of municipal skatepark projects, spanning 40+ states, 15+ countries and a variety of corporate clients including Red Bull and Vans, Spohn Ranch's skatepark designers and skatepark builders have mastered a broad range of techniques specific to creating the highest-quality wheel-focused terrain possible.</p> <p>With a firsthand passion for skateboarding and wheel sports, the Spohn Ranch family of highly-skilled craftsmen, including landscape designers, iron workers, grading wizards and ACI-certified shotcrete nozzlelemen, pride themselves on designing and building skateparks and wheel sports facilities with the relentless dedication to detail and architectural finesse that Spohn Ranch is known for.</p> <p>Since pioneering this specialized industry in the late 1980's, Spohn Ranch's longevity and consistency have been unparalleled. Three decades of successful business doesn't happen by accident. While many skatepark builders have come and gone, our passion and hard work ensured we withstood the ups and downs of both this industry and the economy as a whole.</p>

8	What are your company's expectations in the event of an award?	<p>In the event of an award, Spohn Ranch plans to continue promoting Sourcewell as the optimal procurement approach and will strive to contract as many projects as possible through Sourcewell. The benefits of speed and efficiency our clients enjoy with Sourcewell is mutually beneficial for us and incentivize us to advocate for Sourcewell as the ideal procurement method.</p> <p>Please see attached for "Attachment 9 – Sourcewell Marketing Guide.pdf," a marketing document we created and which is distributed to all prospective clients.</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>2020 marks twenty-eight years of uninterrupted service, focused solely on action sports park design and construction. We take pride in being a passionate and responsible family-owned business.</p> <ul style="list-style-type: none"> • Zero bankruptcies, changes of ownership or operation under a different name • Zero liquidated damages assessed • Zero instances of E & O insurance being used <p>We are currently bonded with Travelers Casualty and Surety Company of America, with a bonding capacity in the amount of \$7.5 million per project and \$15 million aggregate. We have a spotless bonding history over our 20+ years of business – none of our bonds or sureties have ever been called upon for any reason. See enclosed bond letter (Attachment 1 – Bondability Letter – 11.18.20.pdf).</p> <p>Our clients rave about their experience working with us. We have enclosed a number of selected reference letters from projects spanning the past seven years and a broad range of geography. This file is enclosed and named Attachment 2 – Letters of Recommendation.</p>	*
10	What is your US market share for the solutions that you are proposing?	The financials of our industry are difficult to accurately quantify, but based on our estimates, Spohn Ranch leads the municipal skatepark and wheel sports market with a market share of approximately 25-30%.	*
11	What is your Canadian market share for the solutions that you are proposing?	We have traditionally focused on the US market, but have been preparing for expansion into the Canadian market for several years. We recently established a Canadian corporation and now have a handful of projects in the design phase. While our current share of the Canadian market is small, growing our market share is a key priority for us in 2021.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
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>Manufacturer and service provider.</p> <p>Both Spohn Ranch's sales and service forces are internal.</p> <p>We have a 6-person sales and marketing team. Each team member possesses decades of experience in the wheeled sports industry and is proficient in the Salesforce CRM platform. While we have opted out of any exclusive relationships with external sales representatives, several organizations, such as Penchura in Michigan and Ohio and Cunningham Recreation in the southeast, promote Spohn Ranch's products and services as part of their offerings to the parks and recreation industry.</p> <p>From design through construction and maintenance, our service force is also internal. Our 10-person Los Angeles, California office is made up of designers, drafters, project managers, salespeople and administrative staff and is supported by a handful of remote employees. Our City of Industry fabrication facility and warehouse hosts another 5 employees including fabricators and welders. Lastly, our field team consists of approximately 25 employees including installers, shotcrete nozzlemen, concrete craftsmen, carpenters and equipment operators.</p>	*
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>Spohn Ranch currently holds general and specialty contractor licenses in 12 states. We employ ACI Certified Nozzlemen that are both necessary and industry standard for poured-in-place concrete skateparks. A listing of our current contractor's licenses is enclosed (file named Attachment 4 – Spohn Ranch Contractor Licenses.pdf), and a copy of our Nozzleman Certifications are enclosed (file named Attachment 3 – ACI Nozzleman Certifications.pdf).</p> <p>PROFESSIONAL AFFILIATIONS</p> <ul style="list-style-type: none"> • National Recreation & Park Association (NRPA) • American Society of Landscape Architects (ASLA) • California Parks & Recreation Society (CPRS) • U.S. Green Building Council (USGBC) • American Concrete Institute (ACI) • American Shotcrete Association (ASA) • Construction Specifications Institute (CSI) • American Society for Testing & Materials (ASTM) • World Skateboarding Federation (WSF) 	*

15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A.
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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	<ul style="list-style-type: none"> • California State Senate Recognition in Honor of Artisaniship, 2020 (Gibson Mariposa Skatepark – El Monte, CA) • California State Assembly Recognition in Honor of Artisaniship, 2020 (Gibson Mariposa Skatepark – El Monte, CA) • Iowa Ready Mixed Concrete Association Excellence in Concrete Award, 2012 (Oskaloosa Skatepark – Oskaloosa, IA) • American Society of Landscape Architects Award for Excellence Nominee, 2010 (Daybreak Skatepark – South Jordan, UT) • American Society of Landscape Architects Merit Award, 2019 (Playground 52 Skatepark – Bronx, NY) • American Planning Association Achievement in Urban Design, 2018 (Gumbiner Park Skatepark – Long Beach, CA) • American Public Works Association – San Diego-Imperial Counties Chapter Honor Award, 2017 (Kimball Skatepark – National City, CA) • American Public Works Association – Southern California Chapter Project of the Year, 2017 (Marine Park Skatepark – Manhattan Beach, CA) • American Public Works Association – Kentucky Chapter Project of the Year, 2014 (Chautauqua Park Skatepark – Owensboro, KY) • California Park and Recreation Society Award of Excellence in Park Planning & Development, 2017 (Stanton Skatepark – Stanton, CA) • California Park and Recreation Society Award of Excellence for Recreation & Community Services, 2009 (Fontana Skateparks – Fontana, CA) • New Jersey Recreation and Parks Association Award for Excellence in Design, 2013 (Holland Park Skate Plaza – Elizabeth, NJ) • New Jersey Recreation and Parks Association Award for Excellence in Design, 2015 (Maplewood Skatepark – Maplewood, NJ) • New Jersey Society of Municipal Engineers Municipal Project of the Year, 2013 (Dealy Field Skatepark – Sea Isle City, NJ) • Louisiana Municipal Association Community Development Award, 2014 (Fireman’s Skate & Bike Park – Houma, LA) • City of Spartanburg, South Carolina Award for Excellence in Design, 2010 (Hot Spot Skatepark) • World of Concrete Finalist for “Crews that Rock” Award, 2011 & 2013 (Dew Tour Bowl & Summit Bechtel Reserve) • Huck Magazine “The Future of Skatepark Design”, 2008 (Daybreak Skatepark – South Jordan, UT)
17	What percentage of your sales are to the governmental sector in the past three years	85% of sales are to public entities and agencies; 15% to private firms (particularly action sports competition firms); less than 1% to school districts/education. *
18	What percentage of your sales are to the education sector in the past three years	85% of sales are to public entities and agencies; 15% to private firms (particularly action sports competition firms); less than 1% to school districts/education. *
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?	<p>We previously held purchasing contracts with the State of NJ, HGAC (Houston Galveston Area Cooperative), Miami-Dade County, Clay County, and several others. We have since focused all of our cooperative procurement through the Sourcwell contract. Over the past three years, our annual sales volume through this contract has averaged approximately \$1 million.</p> <p>Additionally, we have signed a multi-year contract with the City of Los Angeles, where they have issued a blanket purchase authorization of up to \$3 million per year with us. They are working to transition all of their skatepark purchasing to this method.</p>
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?	N/A *

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 Waterloo, IA	Paul Huting	319-291-4370	*
Ivins City, UT	Benny Sorenson	435-628-0606	*
City of Norfolk, NE	Patrick Mrsny	402-844-2180	*

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 *	
New York City Parks Department	Government	New York - NY	Construction of multiple concrete skateparks over the past three years	\$150,000 to \$1.2 million	\$4,570,000	*
County of Los Angeles	Government	California - CA	Construction of multiple concrete skateparks over the past three years with site amenities	\$800,000 to \$1.2 million	\$2,172,000	*
City of Los Angeles	Government	California - CA	Construction of multiple concrete skateparks over the past three years with site amenities	\$500,000 to \$1 million	\$1,354,000	*
City of Lancaster	Government	California - CA	Construction of 16,000 square foot concrete skatepark with site amenities	\$1,310,000	\$1,310,000	*
Hillsborough County	Government	Florida - FL	Construction of multiple concrete skateparks over the past three years	\$250,000 to \$350,000	\$560,000	*

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>Sourcewell's participating entities are in good hands with Spohn Ranch.</p> <p>Our internal 6-person sales and marketing team serves the entire US and Canada market and meticulously tracks projects via the Salesforce CRM platform. In combination with several digital lead generation methods, Spohn Ranch attends both national (NRPA, ASLA, etc.) and state parks and recreation conferences across the country where we promote our products/services and network with municipalities and specifiers. In addition to merely attending these conferences, our Founder and President, Aaron Spohn, is often asked to share his expertise via educational seminars.</p> <p>The salespeople from our Los Angeles headquarters are constantly traveling the country for in-person meetings and site walkthroughs. They are supported by remote employees stationed across the US – including Illinois, New Jersey, Rhode Island, Texas and Louisiana – ensuring we can provide a personal touch no matter where the Sourcewell participating entity is located. Our construction team often acts in an informal sales capacity as well, by conducting short-notice meetings and site visits when a municipality adjacent to an active construction project is seeking our help.</p>	*
24	Dealer network or other distribution methods.	While we do not have any exclusive relationships with external sales representatives, several organizations, such as Penchura in Michigan and Ohio and Cunningham Recreation in the southeast, promote Spohn Ranch's products and services as part of their offerings to the parks and recreation industry.	*

25	Service force.	<p>Licensed, bonded and insured worldwide, we've built skateparks and wheel sports facilities in every imaginable climate and in the most challenging and complex of sites – from Guantanamo Bay, Cuba to Anchorage, Alaska. Typically, at any given time, our in-house field crews are simultaneously executing 4-5 projects throughout various parts of the US.</p> <p>While our main office and fabrication facility are strategically located in Los Angeles, the birthplace and continued epicenter of the skateboarding and wheel sports industry, there is nowhere we won't go.</p> <ul style="list-style-type: none"> • City of Industry, CA fabrication facility – 5 full-time employees • Field crew – 25 full-time employees <p>In addition to executing projects, Spohn Ranch's specialized craftsmen are also available for warranty and repair services throughout the US and Canada.</p> <p>Our broad range of specialty construction services specific to creating wheeled sports facilities, such as skatepark and pump tracks, include the following:</p> <ul style="list-style-type: none"> • Carpentry • Steel fabrication • Demolition • Drainage • Utilities • Earthwork • Cast-in-place concrete • Shotcrete • Precast concrete • Landscaping • Electrical • Site amenities
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>As our past clients can attest, our custom service is so exceptional because as skateboarders and wheel sports athletes ourselves, we are so passionate about our work. These aren't just projects and paychecks. We consider each Spohn Ranch skatepark a one-of-a-kind work of art. We develop an intimate understanding of the community and establish close relationships with local skateboarders and wheel sports athletes that extend far beyond the life of the contract.</p> <p>When a community entrusts us with its most valued assets — its kids, its dollars and its real estate — we take our customer service responsibility very seriously.</p> <p>Response time via phone, email and social media is lightning fast. Via our traveling salespeople, our remote employees stationed across the US and our field crews also scattered across the US, we can typically have someone on site for an in-person meeting within 2-5 business days, regardless of location.</p> <p>Our Salesforce CRM platform automatically schedules annual follow-ups with past clients to confirm customer satisfaction and preemptively address any maintenance or warranty issues.</p> <p>Lastly, a great indicator of good customer service is that many of our clients are repeat customers who purchase from us multiple times as they build skateparks and wheel sports facilities in different parts of their communities.</p>
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>Spohn Ranch has been serving the US market with critical acclaim for nearly three decades and we have no intention of slowing down. If anything, we are continuing to grow, both in terms of market share and the quality of our products/services.</p>
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>Spohn Ranch, Inc. has a Canadian affiliate, Spohn Ranch Skateparks, and is capable of providing all of its services to NJPA member agencies in Canada. We look forward to growing our market share in Canada in the coming years. NOTE: All prices in our catalog are USD. For Canadian projects, the appropriate exchange rate will be calculated at the time of order.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Spohn Ranch covers the entire USA. Spohn Ranch has designed, built, and installed skateboard parks from Alaska to Guantanamo Bay, Cuba. There are no NJPA Member sectors we will not be fully serving.</p>
30	Identify any Sourcwell 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>Spohn Ranch has a national presence and we plan to serve all Sourcwell participating entity sectors. Prior to being awarded a Sourcwell contract in 2017, we had worked with more regionally-focused cooperative purchasing programs such as HGACBuy, but we opted to consolidate to the single, nationally-recognized program that only Sourcwell can offer.</p>

31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Spohn Ranch does not have any contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska and US Territories.
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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>Spohn Ranch has been actively promoting Sourcewell since earning a contract in 2017 and will continue to do so with both existing and prospective clients. The benefits of speed and efficiency our clients enjoy with Sourcewell are mutually beneficial for us and incentivize us to advocate for Sourcewell as the ideal procurement method.</p> <p>External sales representatives, such as PENCHURA, will also advocate for Sourcewell as the optimal procurement vehicle when looping us into their skatepark and wheel sports facility projects.</p> <p>Almost immediately after notification of award in 2017, we created a "Sourcewell Guide" (see Attachment 9 – Sourcewell Marketing Guide.pdf) that summarized Sourcewell specific to skateparks and provided clients with an easy-to-digest document they can pass along to their purchasing/contracting departments. We will update this document with new information as necessary and distribute in both print and digital formats.</p> <p>Spohn Ranch's in-house sales and marketing team is well-versed in municipal procurement. Through decades of promoting cooperative purchasing programs and four years promoting Sourcewell, we've developed an intimate understanding of the reasons why a municipality may be hesitant to stray from the traditional bid process. We've developed strategies to overcome those hurdles and have learned to articulate the mechanics of Sourcewell to address potential concerns.</p> <p>During our sales/marketing department's weekly meeting, we will disseminate new information from Sourcewell so that our salespeople can correctly communicate any changes in the process/program to our clients.</p> <p>Sourcewell aside, Spohn Ranch has a robust marketing plan and a massive social media presence that generates leads and provides thousands of opportunities annually to present Sourcewell as a procurement option.</p> <ul style="list-style-type: none"> • Instagram • Facebook • Youtube • Twitter • Pinterest • LinkedIn • Google My Business • Mailchimp (monthly newsletter) • Spohnranch.com (consistently 1 or 2 in search engine rankings for industry keywords) • National conferences (NRPA, ASLA, etc.) • State conferences (California, Illinois, etc.) • Print materials (brochures, stickers, etc.)
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Spohn Ranch has a robust digital presence strategically utilized to generate leads and communicate our brand to the world. Through a decade of relentless SEO analysis and consultation with marketing experts, we've established our website as the top search engine result for industry keywords such as "skatepark designer" and "skatepark builder".</p> <p>We also boast a large social media following (Instagram, Facebook, YouTube, etc.) with devoted fans who actively encourage their municipal officials to hire Spohn Ranch for their skatepark and wheel sports facility projects. Social media is also where professional skateboarders and industry influencers with millions of followers promote Spohn Ranch as the number one choice for skateparks and pump tracks.</p> <p>Ensuring our marketing efforts translate into actual contracts, the leads we generate are expertly integrated into our Salesforce CRM platform for further analysis and follow-up.</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>Given the Sourcewell knowledge and expertise we've developed over the past 4 years, we envision Sourcewell having a minor role in the promotion and execution of the contract. Sourcewell's website and other online resources have proven extremely valuable when trying to identify existing members or research legal statutes. We know how to answer the majority of questions municipalities raise when considering Sourcewell, but we may still run into an occasional question where it would be helpful for the client to speak directly with a Sourcewell representative.</p> <p>Sourcewell is already an integral component of our sales process and will remain that way. We introduce Sourcewell early in the sales cycle and continue promoting it throughout the process.</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.	No. The product is too complex and custom.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>It is standard practice for Spohn Ranch's Construction Superintendent to lead an educational training session with the client upon substantial completion of the project. We conduct a walkthrough of the facility and review maintenance/inspection guidelines detailed in the Owner's Manual, which is submitted as part of the project close-out process. Skateparks and wheel sports facilities are highly-specialized and not something typical maintenance/operation staff are familiar with, so the training session is critically important for helping clients understand the nuances of the facility which may not be apparent.</p> <p>Via a detailed checklist and map of the facility for noting the location of issues, the Owner's Manual outlines weekly inspection requirements and details when an issue should be submitted to Spohn Ranch for further analysis.</p> <p>A single training session is standard upon completion of the project, but Spohn Ranch is available for additional training as necessary – for example, if the client deals with staff turnover. The cost of additional training is quoted per project.</p> <p>If a client is interested in an approach a step above typical maintenance/operation requirements performed by the client's staff, we are happy to connect the client with our affiliate company, the Action Park Alliance, which specializes in professional skatepark management with an emphasis on youth programming, special events, lessons and camps.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>Since pioneering this industry in the late 1980's, Spohn Ranch has consistently been at the forefront of new technology and innovations that push skateparks and wheel sports facilities to new heights.</p> <p>At the beginning of a project we utilize drone technology for aerial site analysis and topographic mapping which translates to smart design solutions. With our canvas outlined we then engage with the end users of our facilities via social media and modern polling technology such as PollEverywhere to discover the features and style of facility the community is looking for.</p> <p>Our design process has evolved considerably since the early days of pencil sketching. We always use the latest versions of the state-of-the-art AutoDesk design suite including Inventor, Revit, Civil 3D, AutoCAD, InfraWorks and 3ds Max. Civil 3D, for example, is extremely effective for cut/fill analysis which leads to accurate budgeting and efficient construction. Once the design is complete, we often use our collection of 3D printers to create a scaled physical model that the client can salivate over during the construction phase of the project.</p> <p>Similarly, Spohn Ranch's installation/construction division has come a long way since the trial and error experiments of Aaron Spohn's backyard. Whether it's the use of state-of-the-art CNC technology to cut screeds and forming lumber, extra-thorough concrete curing methods or rigorous use of the highest-quality steel edge protection, when other skatepark builders would say "good enough" – we take the extra steps to make sure it's done right.</p> <p>Spohn Ranch was also the first US skatepark builder to utilize precast concrete technology, adding the process to our diverse arsenal of construction methods in 2003. Building skateparks and wheel sports facilities nationwide, we encounter widely varying site conditions, weather challenges and budget/time constraints and realized that our construction tool belt could benefit from a technology executed in a factory-controlled environment.</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>Spohn Ranch's staff, including designers certified by the U.S. Green Building Council, take great pride in our thoughtful approach to environmental responsibility. Headquartered in Los Angeles, California, the epicenter of the "green" movement, Spohn Ranch either meets or exceeds all environmental standards applicable to work, including the California Resources Board's Diesel Heavy Truck Emissions Regulations.</p> <p>Concrete forms and templates are typically created from re-purposed materials, then fed into our CNC router which minimizes waste with its extreme precision. These materials are efficiently packaged for shipping with the least amount of consumables possible and we routinely combine shipping for multiple projects via in-house trucking to reduce fuel and emissions.</p> <p>Our precast concrete technology reduces waste and consumption by creating permanent molds that can be used 100+ times vs. creating a new mold in the field for every single project. The concrete used for these molds, as well as in the field, prioritizes the use of environmentally-friendly materials such as fly ash (upcycling) and natural sustainable fibers.</p> <p>At our fabrication facility, we recycle 100% of metal that is not used and send all waste to a modern processing facility for separation and recycling. Very minimal waste ends up in a landfill.</p>
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.	Not Applicable.
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.	Spohn Ranch qualifies as a Woman-owned business but has not as of yet obtained a certification.
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>Sourcewell's participating entities join the world's top professional athletes and corporate clients such as Vans and Red Bull in seeking out Spohn Ranch. The breadth and depth of our expertise, shaped by three decades and hundreds of projects, has forged a reputation that is unrivaled in the industry.</p> <p>The Spohn Ranch difference:</p> <ul style="list-style-type: none"> • Unparalleled experience. You don't survive the ups and downs of three decades on accident. While other builders have come and gone, our passion, professionalism and hard work have sustained our success over the long haul. • Process. We've spent 25+ years refining and improving our design-build process. From first information checklist to final concrete pour, our process is dialed - guaranteeing a smooth experience free from surprises. • Well-balanced. Our skateparks and wheel sports facilities accommodate the full spectrum of experience levels and feature a ratio of street to transition-style terrain shaped by community input. Not too advanced. Not too much transition. Just right. • Art and aesthetics. Spohn Ranch is known for architectural finesse and sculptural elements that transform a skatepark into a modern work of art the entire community can take pride in. <p>High-quality construction. When a community is entrusting us with its most valued assets - its kids and its real estate - we don't take the responsibility lightly. We sweat the small stuff and when other builders would say "good enough" - we take the extra steps to make sure it's done right.</p>

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
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?	No	*
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?	If there are any, Spohn Ranch will pass through and facilitate warranty claims.	*
47	What are your proposed exchange and return programs and policies?	N/A. Our work is subject to the client's acceptance. If accepted, it is subject to Spohn Ranch's industry-leading warranty as the remedy for any post-installation issues.	*
48	Describe any service contract options for the items included in your proposal.	We offer comprehensive warranty support for all of our product lines. Additionally, clients may request our maintenance inspection service (in our Ancillary Services Price List) to assess any service or maintenance that may be required.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	We tailor our payment terms to the type of project. If simply a purchase of standard equipment, payment terms are net 30. If a project is design-build and involves some custom work, we bill on a percentage of completion basis.
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?	<p>Spohn Ranch will partner with National Cooperative Leasing (NCL) to offer NJPA members a complete suite of finance solutions. NCL is a current NJPA financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program.</p> <p>There is no ownership, common ownership, or control between Spohn Ranch and NCL.</p>
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.	<p>At the appropriate time, Spohn Ranch prepares a Sourcewell proposal noting the client's member ID number and Spohn Ranch's Sourcewell contract number. The proposal details the scope of work, the price, exclusions and legal terms/conditions. An order is made when the client either signs this proposal or issues a purchase order in their preferred format with our Sourcewell proposal as an exhibit/attachment.</p> <p>When the order is received, it is submitted to our CEO/CFO, Kirsten Dermer, who initiates the administrative process, our VP of Development, Vincent Onel, who updates our Salesforce CRM platform and Doug Hagen, our Director of Projects, who initiates the fabrication/construction process.</p> <p>Quarterly reports are easily generated with a few button clicks in the Salesforce CRM platform and will include key project details such as client name, location and order value.</p>
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?	No.

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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>We have provided detailed price lists with SKUs electronically for each product line and all ancillary services. We have also provided detailed product information including technical specifications and warranty. All our above-ground modular ramp systems are branded with the TrueRide name.</p> <ul style="list-style-type: none"> • SpohnCrete – precast concrete • TrueRide HD Series – galvanized steel structure with Skatelite Pro surface • TrueRide Steel Series – powder-coated steel structure and surface • TrueRide Classic Series – ACQ-treated lumber structure with Skatelite Pro surface • Pump Tracks – precast concrete, cast-in-place concrete, dirt, and asphalt options • Ancillary Services – site preparation, concrete work, shotcrete, site amenities, etc. <p>We will apply the NJPA contracting discount to the entire order, as a lump sum.</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.	8% off MSRP
55	Describe any quantity or volume discounts or rebate programs that you offer.	N/A. Skateparks are not typically ordered in quantity.
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.	We will supply a quote for each request for sourced, open-market, or non-standard products.
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.	All our products require shipping and professional installation. All additional charges are detailed in our Ancillary Costs price sheet.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Spohn Ranch owns our own trucking company, serving the entire United States. For each project, Spohn Ranch will seek to find the most effective manner of shipping, whether self-shipping in its own trucks, or obtaining shipping on the market.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Standard shipping would apply – container shipping for manufactured goods to Alaska and Hawaii. Canada via truck.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Spohn Ranch owns a trucking subsidiary, enabling us to control deliveries of pre-cast/modular products.

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

Table 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.	<ul style="list-style-type: none"> • Sourcewell pricing will be set automatically within Spohn Ranch's data system. • Upon receipt of any order or contract, Spohn Ranch's sales team will notify our designers, administrators, and project managers that the project is being procured through Sourcewell. • Each order will be cross checked against the Sourcewell price list prior to fulfillment. • At the end of each quarter, all Spohn Ranch sales will be reviewed and a report prepared for Sourcewell with all applicable sales and the appropriate fee.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Two percent of gross sales.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Spohn Ranch, Inc. is offering the following skatepark and bike park product and services:</p> <ul style="list-style-type: none"> • Design, consultation, planning • Site assessment • Feasibility studies • Drone surveys • Above-ground ramp-style parks in the following materials: <ul style="list-style-type: none"> o TrueRide HD Series – Galvanized Steel Structure, Phenolic Surface o TrueRide Classic Series – ACQ Lumber Structure, Phenolic Surface o TrueRide Steel Series – Powder Coated Steel Structure, Powder Coated Steel Surface • Concrete parks, both in-ground and above-ground: <ul style="list-style-type: none"> o SpohnCrete Precision-Cast Series o Spohn Ranch Cast-In-Place Concrete Skateparks • Installation • Maintenance and repair • Warranty service <p>Spohn Ranch, Inc. is offering the following pump track product and services:</p> <ul style="list-style-type: none"> • Design, consultation, planning • Site assessment • Feasibility studies • Drone surveys • Pump tracks in the following materials: <ul style="list-style-type: none"> o SpohnCrete Precision-Cast Series o Spohn Ranch Cast-In-Place Concrete Pump Tracks o Spohn Ranch Asphalt Pump Tracks o Spohn Ranch Dirt Pump Tracks • Installation • Maintenance and repair • Warranty service
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see Table 14B.

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	<p>Spohn Ranch, Inc. offers above-ground ramp-style skateparks in the following materials:</p> <ul style="list-style-type: none"> • TrueRide HD Series – Galvanized Steel Structure, Phenolic Surface • TrueRide Classic Series – ACQ Lumber Structure, Phenolic Surface • TrueRide Steel Series – Powder Coated Steel Structure, Powder Coated Steel Surface <p>We also offer concrete skateparks, both above-ground and in-ground:</p> <ul style="list-style-type: none"> • SpohnCrete Precision-Cast Series • Spohn Ranch Cast-In-Place Concrete Skateparks
67	Bike Parks	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Spohn Ranch, Inc. offers above-ground ramp-style bike parks in the following materials:</p> <ul style="list-style-type: none"> • TrueRide HD Series – Galvanized Steel Structure, Phenolic Surface • TrueRide Classic Series – ACQ Lumber Structure, Phenolic Surface • TrueRide Steel Series – Powder Coated Steel Structure, Powder Coated Steel Surface <p>We also offer concrete bike parks, both above-ground and in-ground:</p> <ul style="list-style-type: none"> • SpohnCrete Precision-Cast Series • Spohn Ranch Cast-In-Place Concrete Bike Parks
68	Pump Tracks	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Spohn Ranch, Inc. offers pump tracks in the following materials:</p> <ul style="list-style-type: none"> • SpohnCrete Precision-Cast Series • Spohn Ranch Cast-In-Place Concrete Pump Tracks • Spohn Ranch Asphalt Pump Tracks • Spohn Ranch Dirt Pump Tracks
69	Design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Spohn Ranch offers a comprehensive suite of services related to the development of wheel sports facilities. We provide design and consultation services, feasibility studies, and site assessment (including drone surveys), to assist our clients in making the best possible choices for the success of their park.</p> <p>See attached for our “Skatepark Development Guide” which details the criteria we focus on when evaluating potential locations for a client.</p> <p>In addition to supplying skate/ BMX park and pump track obstacles, we provide shipping, installation, maintenance, and warranty services for all of our products. Our preferred method of working with a client is design-build, as we can guide them through every step of the development process and ensure they get the optimal park design for their budget. Please see our Ancillary Services price list for more information on these services.</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
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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 have modified our SalesForce CRM platform with custom fields specific to Sourcewell. These fields automatically generate data that provide important insights into our success with the contract.</p> <p>The contract method, Sourcewell or otherwise, is a mandatory field when entering a project in SalesForce. Looking at data, either quarterly or annually, in standard bar chart format helps us understand how our success with the contract changes over time.</p> <p>Additionally, when entering a new project in SalesForce, our salespeople must note if Sourcewell was mentioned to the client and if so, which of the following categories best fits the client's response:</p> <ul style="list-style-type: none">• Familiar with Sourcewell, eager to use it• Familiar with Sourcewell, lukewarm about using it• Familiar with Sourcewell, but don't think they can use it for this project• Not familiar with Sourcewell, but open to learning more• Not familiar with Sourcewell, but not interested in learning more <p>When aggregated over time, this data can indicate trends and inform our future sales strategies.</p>
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71	Describe the methods or techniques that impact the durability or longevity of your product.	<p>Corners are meant to be carved, not cut.</p> <p>Without a doubt, the most important factor in the durability and longevity of our products is our experience. Lessons new entrants in the market are just now learning are lessons our seasoned craftsmen learned in the 1990's.</p> <p>In addition to unmatched experience, the hallmarks of Spohn Ranch's construction approach are thorough planning, continuous quality control and meticulous attention to detail.</p> <ul style="list-style-type: none"> • The edges of all obstacles are thoroughly wrapped with hot-dip galvanized steel edge protection to prevent chipping and breaking where skateboarders and wheel sports athletes grind/slide. • In collaboration with industry leaders from the American Concrete Institute, the American Shotcrete Association and the World of Concrete, we've spent decades refining and tweaking our concrete mix designs and steel reinforcement schedules for superior durability. When your products need to withstand daily abuse inflicted by skateboards and bikes, minor details like aggregates and chemical admixtures matter. • Spohn Ranch collaborates with civil engineers to create custom stormwater management plans for each project. Water is the enemy of concrete and is a leading cause of cracks, surface pop outs and spalling. Intelligently designed drainage systems and stormwater management solutions ensure water is efficiently discharged from our facilities before it can damage the highly-sensitive riding surface. • Spohn Ranch collaborates with structural engineers to customize construction details for each project. Foundation designs can vary wildly from California to North Dakota. Injecting expertise from the best minds in structural integrity ensures our products can withstand environmental factors such as freeze/thaw cycles. • Spohn Ranch collaborates with geotechnical engineers to develop an in-depth understanding of the sub-surface conditions of each project. Differential settlement in a skatepark can trip up a skateboard wheel and lead to safety issues. Integrating recommendations from geotechnical experts into our details and specifications ensures what's happening below the wheel sports facility doesn't negatively impact the facility itself. • The ability to precast obstacles off-site is an important advancement in durability. Utilizing pre-engineered molds is a clear evolution of the skatepark construction process. Rather than creating the same form on site hundreds of times and having it vary each time, our precision-cast pieces ensure a level of consistency unmatched by hand-formed concrete. All Spohnconcrete pieces are precision-cast in optimal factory-controlled conditions, using pre-engineered molds. As opposed to solely relying on field craftsmanship, our stringent quality control process ensures that our pieces are free from flaws and inconsistencies. Instead of leaving the quality of our pieces at the mercy of locally available materials and extreme weather conditions, Spohnconcrete is cast with a proprietary material mixture for maximum strength and durability. By not solely relying on field craftsmanship, we can guarantee our pieces will be free from the kinds of waves, lumps and misshapen edges that can diminish the quality of a skatepark. Careful control of the concrete mixture and curing process also contribute to the creation of the highest-quality skatepark features. The factory-controlled environment elevates skatepark construction to new levels of quality, taking what is traditionally a service and transforming it into a high-end, polished product. Additionally, steel edge protection is inserted into our molds prior to casting. Once the edging is in place, the concrete is poured directly into the mold, which is positioned upside down. Rather than working against gravity, we use it to our advantage - ensuring every piece has the best concrete consolidation against the steel edge.
72	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	<p>Aaron Spohn led the ASTM committee that created safety standards for both above-ground and in-ground skateparks in the early 2000's. See attached for the ASTM Standards (Attachment 11 – ASTM Standards.pdf).</p> <p>Safety issues in skateparks and wheel sports facilities arise when durability is lacking, so since then, we have continued to prioritize safety by focusing on the durability of our products and facilities. A skateboard wheel is extremely sensitive and the slightest inconsistency or imperfection can trip up a rider and send them crashing to the ground. Our decades of experience and the strategies detailed in response to question #71 ensure durability in the face of any environmental condition or impact from a wheel sports athlete.</p> <p>Educational training sessions upon project completion also help clients and operators understand what issues to look out for and how to preemptively address potential maintenance issues. Passing our knowledge onto the client ensures they know how to spot an issue and flag it to us before it becomes a safety issue for a rider.</p>

73	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	<p>Successful skatepark design skillfully balances the unique conditions of the site with the needs of three distinct groups – the government, the community and the users.</p> <p>Striking that balance begins with a thorough information gathering process.</p> <p>Through the lens of three decades of skatepark construction experience, we first analyze the site's topography, soil composition, drainage conditions, adjacent uses and legal requirements. Exhaustive upfront planning ensures responsible design work and helps us avoid surprises down the road that cost both time and money.</p> <p>Once we develop an intimate understanding of our canvas, we engage in a robust community engagement process. Public design workshops, polling software and modern social media tools reveal the community's goals and directly shape our vision for the project.</p> <p>With all of the necessary information in hand, we focus on the principles of Spohn Ranch's signature skatepark design philosophy and get to work.</p> <ul style="list-style-type: none"> • Fun – While progressive terrain will always be a core principal of our design philosophy, the overarching focus is fun. We want our skateparks to be fun for every rider – no matter their age, style, skill level or wheel type. Fun skateparks provide features of varying difficulty to accommodate the full spectrum of experiences – from the kinds of days where you want a mellow session to the days where you wake up feeling hungry and aren't worried about taking a slam or two on big terrain. • Variety – Smart skatepark design is democratic. Refined during the public engagement process, the ratio of street to transition-style terrain and the spectrum of skill levels should complement the unique make-up of each community. • Art – Skateparks shouldn't feel like places where you are sentenced to ride, but more like naturally-occurring landscapes that just so happen to showcase wheel sports. Thus, Spohn Ranch skateparks are not just grey blobs of concrete. They are colorful, architectural works of art with sculptural elements that create a sense of community pride.
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74	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	<p>While Spohn Ranch has successfully executed countless projects where the design and build components are separate, our preferred project delivery method is design-build. We firmly believe that the best skatepark designer is also a skatepark builder. And vice versa.</p> <ul style="list-style-type: none"> • Single point of accountability – One entity, one contract and one unified flow of work from initial concept through completion of construction. By having a single partner who is dedicated throughout the life of the project, design-build ensures communication and accountability are at their highest possible levels. Without a second party to point the figure at or deflect blame onto if issues arise, the skatepark design-build contractor can be singlehandedly responsible for cost, schedule and performance. • Budget management – After the client establishes their budget during the contracting phase, we lead a meticulous information gathering process, including in-depth site investigation and detailed confirmation of project scope. This ensures the design we create is feasible for the budget and there are no surprises or opportunities for change orders. We also waste no time integrating our construction team into the design process, ensuring we are designing for efficient and intelligent construction. Design-only firms are notorious for over-promising during the design phase and crossing their fingers as the construction bids come in. Having never executed the complex process of building a skatepark firsthand, it's not surprising that their cost estimates are consistently inaccurate. Spohn Ranch has tracked data for design-bid-build projects for the past 20+ years and roughly 60% of design-bid-build projects are re-bid multiple times due to a lack of contractor response or bids far above the established budget. • Decreased Administrative Burden – Rather than spending time, money and energy managing multiple contracts, design-build allows clients to focus on the successful completion of the project. When handling multiple bidding processes, the client is forced to resolve ambiguity in material/construction specifications and potentially intervene when legal disputes arise between the parties involved. In the design-build scenario, a single design-build contract streamlines the process and reduces administrative responsibilities. In the all too often scenario of design-bid-build where bids come in above the established budget, clients are also then forced to spend valuable resources value-engineering the design in hopes of hitting the budget during the re-bid. • Speed & Efficiency – Design-build projects can be completed in shorter timeframes because bid time is reduced, potential construction problems are uncovered early on and enhanced communication avoids lengthy delays. There is no such scenario where the contractor has trouble interpreting the plans, because the contractor created the plans. In addition, the overlapping approach allows scheduling and materials/equipment procurement to begin before the design plans are 100% finalized. Total project timelines can be reduced by up to 50% compared to a design-bid-build scenario. • A Work of Art – We consider each Spohn Ranch skatepark a one-of-a-kind work of art. We develop an intimate understanding of the nuances of the site and establish a close relationship with the community that extends far beyond the life of the contract. Our passion for skateboarding and wheel sports guarantees we are dedicated to seeing our artistic vision all the way through to the finish line. You wouldn't hire a renowned sculptor to design a sculpture, then instead of asking the sculptor to complete the project, find the cheapest possible person to execute it. The same logic applies to skateparks. <p>Additionally, some of our most challenging work has been in the private sector, designing and building for wheel sports industry companies and the world's top professional skateboarders. After a rigorous vetting process, these clients consistently choose Spohn Ranch because of our unique ability to deliver quality terrain under any condition imaginable – including complex sites, logistical hurdles and extreme time constraints.</p> <p>Our corporate clients and the athletes they host demand perfection when the skatepark is the stage for a live television event. The spacing between every obstacle has to be precise, the height and angle of every feature has to be perfect and the quality of the construction has to be flawless. With over 25 years of experience in this segment, we've really been able to hone our design and construction skill sets - injecting that attention to detail into all of our municipal projects.</p>
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Table 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

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](#) - Financial Strength Attachments.zip - Tuesday November 24, 2020 12:50:44
 - [Marketing Plan/Samples](#) - Marketing Documents.zip - Tuesday November 24, 2020 12:52:00
 - [WMBE/MBE/SBE or Related Certificates](#) - Certifications.zip - Tuesday November 24, 2020 12:53:10
 - [Warranty Information](#) - Warranty and Specification Documents.zip - Tuesday November 24, 2020 13:01:21
 - [Pricing](#) - Spohn Ranch Pricing 2021.zip - Tuesday November 24, 2020 14:59:33
 - [Additional Document](#) - Additional Documents.zip - Tuesday November 24, 2020 15:00:30

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

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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-SRI**

THIS AMENDMENT is by and between **Sourcewell** and **Spohn Ranch, Inc.**, (Vendor).

Sourcewell awarded a contract to Vendor to provide Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services, to Sourcewell and its Participating Entities, effective January 12, 2021, through December 28, 2024 (Contract).

The parties wish to amend the following terms within the Contract.

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 Contract, is deleted in its entirety.

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

Date: 8/11/2021 | 2:31 PM CDT

Approved:

DocuSigned by:
By: Chad Coquette
Chad Coquette, Executive Director/CEO

Date: 8/11/2021 | 2:32 PM CDT

Spohn Ranch, Inc.

DocuSigned by:
By: KIRSTEN DERMER
Kirsten Dermer

Title: Title

Date: 8/11/2021 | 12:28 PM PDT