

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Artisan Concrete Services, dba Artisan Skateparks, P.O. Box 598, Kitty Hawk, NC 27949 (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.

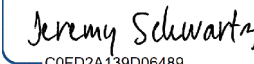
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements 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.

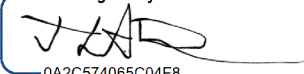
22. CANCELLATION

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


Artisan Concrete Services, dba Artisan Skateparks

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

DocuSigned by:

0A2C574065C04F8...
By: _____
Andy Duck
Title: President

Date: 12/18/2020 | 1:41 PM CST

Date: 12/22/2020 | 11:39 AM CST

Approved:
DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO

Date: 12/22/2020 | 11:41 AM CST

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

Vendor Details

Company Name: Artisan Concrete Services
Does your company conduct business under any other name? If yes, please state: DBA Artisan Skateparks
Address: P.O. BOX 598
Kitty Hawk , NC 27949
Contact: Nicole Robertson
Email: nicole.artisanskateparks@gmail.com
Phone: 312-257-6088
HST#: 203345323

Submission Details

Created On: Tuesday November 03, 2020 08:27:16
Submitted On: Monday November 23, 2020 10:53:38
Submitted By: Nicole Robertson
Email: nicole.artisanskateparks@gmail.com
Transaction #: 365d01ad-b795-429f-99f0-5c7845d74b9c
Submitter's IP Address: 89.115.57.17

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):	Artisan Concrete Services, dba Artisan Skateparks
2	Proposer Address:	P.O. Box 598, Kitty Hawk, NC 27949
3	Proposer website address:	www.artisanskateparks.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):	Andy Duck, President 4600 Tamarack Dr., Kitty Hawk, NC 27949 artisanandy@charter.net 202.252.1333
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nicole Robertson, Business Manager 9867 Rambouillet Ridge, Roscoe, IL 61073 nicole.artisanskateparks@gmail.com 312.257.6088
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A Please contact Nicole Robertson for all contract questions and administration.

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>Artisan is an Industry leader with over two decades of experience in Skatepark design, planning, and construction services. We are a renowned Specialty Skatepark company dedicated to creating World-class Skateparks, complete with a superior finish, and built to last. All personnel are active skateboarders with a firm desire to remain on the leading edge of quality custom concrete skatepark design, construction techniques, and applications. We continue to research and develop methodologies to ensure that each client receives the highest qualitative product, both from modern engineering aspects as well as from Skateboarding perspectives.</p> <p>The Artisan team is proud to be recognized for our unrivaled design and construction capabilities, style, and originality. As the winners of an International Design Competition put forth by Stockholm municipal government and STHLM Surfers (Local Skate Advocacy group), and ultimately the Design/Build team of the LARGEST Skatepark in Europe. We are known for creating distinctive, artistic, unsurpassed Action Sport Facilities.</p>
8	What are your company's expectations in the event of an award?	<p>We hope to offer our clients one nationally-recognized purchase vehicle. Offering our clients savings in time and money by circumventing the traditional RFP process. As a specialty company, we work all over the United States making a national cooperative the best option. Instead of focusing our efforts on local or state cooperatives, we will focus our efforts using the Sourcewell solution.</p> <p>In the event of an award, we will create new marketing materials, that highlighting the savings in both time and money. Our goal is to increase sales by 40+ % with the sourcewell solution. We have included a sample marketing advertisement in this response.</p>

9	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>Artisan Skateparks has 17 years of success in the Action Sports Industry, we remain on the cutting edge, providing the highest quality standards at competitive prices. We have zero bankruptcies, nor changes of ownership.</p> <p>Lead by President Andy Duck. Andy has been in the construction industry for 30+ years. He has continually run a successful business, with zero liquidated damages, zero instances of E & O insurance ever being used, and an exceptional credit score. We have completed Action Sports facilities all over the world, all ranging in size and budget, no matter \$50,000 or 1M our project managers are dedicated to providing expert knowledge, a thorough process, and a successful end product. We have included a number of references from clients all over the United States.</p> <p>We have included financial statements, bank records, credit report and reference letters to support our financial strength.</p>	*
10	What is your US market share for the solutions that you are proposing?	Artisan is a leading name in the Skatepark industry to date. Sought out by many, we are one of the only Skatepark companies that encompass all Action Sports. One of the aspects that makes us unique is that we handle all aspects of construction in-house. We estimate our market share is 30%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Currently, our share of the Canadian market is small but we would like to expand our footprint in this area. We will put into place a new marketing campaign, using our industry contacts as well as the sourcewell cooperative solution.	*
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. Artisan is a Skatepark design-build company, that offers Action Sport Facilities including planning and design services directly. We do not work with outside sales representatives. We have an expert sales and marketing team that handles US and global marketing. We have a 10 person team handling design, marketing, selling, and project management.</p> <p>Our business development specialists dedicate their time to lead generation, developing relationships, researching projects, and calling potential clients. This allows our sales team to only follow up on qualified potential clients. We have 20 people in the field, who handle on-site construction.</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>Artisan holds general and specialty contractor license in North Carolina and is able to attain one in any state necessary. Due to the specialty nature of our industry, a GC license is often not required. Andy Duck is an ACI certified nozzleman as well as many of our crew members. We have included copies of certifications as pdf documents.</p> <p>We also have a professional Engineer that seals our final drawings who is licensed in 21 states. We hold business licenses in all City's that require us to do so before performing work.</p> <p>Professional Affiliations Action Sports Environmental Coalition American Society of Civil Engineers American Society of Landscape Architects (ASLA) American Society for Testing & Materials (ASTM) American Concrete Institute (ACI) American Shotcrete Association (ASA) Concrete Specifications Institute (CSI) Council of Landscape Architects Registration Board National Association of State Contractors Licensing Agencies Nation Recreation & Park Association (NRPA) United States Green Building Council (USGBC)</p> <p>Certified Skatepark Design Builders by: The Skatepark Project, formerly The Tony Hawk Foundation Skaters for Public Skatepark Skate Park Association International</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have no suspensions or debarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2020 Finalist for American Shotcrete Association Award for International Recreational Shotcrete Category for Skatepark of Barbados Project.</p> <p>2018 Skate Park Design Excellence Award from Skate Park Association Internationa</p> <p>2018 SILVER LEED CERTIFICATION FROM U.S. GREEN Building Council SRPMIC Way of Life Skatepark, Scottsdale, AZ</p> <p>Park Design Excellence Award From Texas Recreation and Parks Society 2017.</p> <p>OUTSTANDING FACILITY IN 2015 FROM New York State Recreation and Parks Society, East Woods Skatep Plaza, Syracuse, NY .</p>
17	What percentage of your sales are to the governmental sector in the past three years	Government sector is 95% of our sales, including municipal and county governments.
18	What percentage of your sales are to the education sector in the past three years	Less than 1% for the education sector but we have seen an increase in interest in 2020, and foresee this number to increase over the next few years.
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 have not had any cooperative purchasing agreements over the past three years. Though, we have had them in the past due to our business taking us all over the United States, local and sate cooperatives were not providing the cost and time savings necessary to continue them.</p> <p>Our goal with the Sourcwell contract will be to consolidate and use one national cooperative for all our clients. Thus reducing our administration cost as well as provide time savings in the RFP process. We will also be able to concentrate our marketing efforts into on cooperative.</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?	We do not have any GSA contracts, standing offers, or supply arrangements. We have looked into GSA contracts as well as state cooperatives but would prefer to focus our efforts on one solution for all of our clients. We believe Sourcwell to be the best fit for our organization.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Quincy, MA	Tom Ambrosino, City Manager	617.466.4100
Town of Saranac Lake, NY	Rich Shapiro, Town Selectman	518.354.3102
City of San Antonio, TX	Sandy Jenkins, Parks and Recreation Manager	210.207.2721

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Framingham	Government	Massachusetts - MA	Design Build Skate/BMX Park, including feasibility, site selection, GREEN drainage design.	10,000 sq. ft.	\$577,954
City of Nashua	Government	New Hampshire - NH	Design Build Skatepark, turnkey - Including working with the client to include in-kind and lower the final project cost.	20,000 sq. ft.	\$1M
City of Burlington	Government	Vermont - VT	Construction of a Skatepark, Tony Hawk Foundation grant recipient.	20,000 sq. ft.	\$800,000
City of Dubuque	Government	Iowa - IA	Design Build Skate/BMX Park, including feasibility, site selection, GREEN drainage design. Our design team also assisted with Grant submissions and provided assistance and direction with funding opportunities. Please note the budget includes ADA sidewalk, GREEN drainage system, shade structures as well as seating areas.	16,000 sq. ft.	\$850,000
Southern Ute Indian Tribe	Government	Colorado - CO	Design Build Skate/BMX Park, including feasibility, site selection, GREEN drainage design.	18,000 sq. ft.	1.5M

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	<p>Artisan has an experienced in house team, who handle all aspects of design, planning, and construction services.</p> <p>On the front end, we have a dedicated team of sales and marketing specialists. Our in house Project Manager will lead the in-house efforts. He is not only a veteran in the industry but is also responsible for the industry standards and specifications that are used today.</p> <p>We also have an in-house Professional Engineer and Landscape Architect, who are not only experts in their perspective field but also in the action sports industry. Allowing us to provide the most comprehensive construction documentation package to date. Other staff includes production and administration.</p>
24	Dealer network or other distribution methods.	<p>We have six regional sales representatives, that are located in their sales region and who have years of experience working with municipal clients. Each sales representative spends 50% of their time in the field cultivating relationships.</p> <p>We also have a network of professional relationships with Engineers and Landscape Architects, who are preferred vendors with their municipalities. Though these relationships are not exclusive, the professionals reach out to us when clients are looking to add Action Sports into their recreational activities, as these are not services they offer.</p>

25	Service force.	<p>We have both in-house and in-field Project Managers. Andy Duck, President, and head of operations has more than two decades of experience in Action Sports facilities. He is NASCLA accredited, ACI certified wet process nozzleman and a committee member of ACI/ASA recreational shotcrete technical committee.</p> <p>Each job site receives a dedicated on-site PM throughout the life of the project. During construction, the 8 to 10 man crew reside in that area. All crew members on-site are Artisan employees with decades of skatepark construction experience.</p>	*
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>Customer service is of the utmost importance to us. Word of mouth is a major part of our successes and ease of completion and a successful final product play a major role in customer satisfaction. We pride ourselves on our record of 100% satisfaction.</p> <p>We respond to any issues within 24 hours and are able to be on-site within five business days when needed. We follow a strict quality control plan throughout the life of the project, which allows us to ensure the park is completed per plan and specifications. Once a project is completed, the dedicated project manager for that project discusses final closeout materials with the client. We have a project closeout worksheet that is completed with the client, that details the project life, this allows us to continue to grow and expand our expertise after each and every project. No project can be complete without the client signing off and 100% satisfaction.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We currently work throughout the United States and the World. The Sourcewell award will allow us to streamline the process for our clients, as well as lower our administration duties for each project. We are eager to work under the sourcewell contract and happy to provide services/products for all participating entities in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are able and willing to provide design-build services for participating entities in Canada. Canada often has large municipal recreation budgets, a sourcewell contract will allow us to target our sales efforts and improve our Canadian reach.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NONE, we are able to services all geographic areas both in the USA and Canada. We currently already have projects throughout the United States and the World.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>We will be providing design-build services to all sectors of sourcewell participating entities. The majority of our clientele are municipal clients, that must use the municipal protocol for sourcing vendors. Sourcewell will allow us to provide time and cost savings benefits to them, by circumventing the RFQ/RFP process.</p> <p>We also look forward to increasing our Education and Not-for-Profit organization clients. Recently, we have seen a great increase in the Education sector's interest in Action Sport Facilities. By offering them the Sourcewell solution we believe this sector will increase by 10 to 20%.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have no requirements or restrictions for any entities within the United States.	*

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>If awarded this contract, Artisan will make sourcewell the for front of our procurement strategy. We will create new integrated marketing materials, that highlight the cost and time savings, Sourcewell provides, while still meeting the necessary competitive RFQ/RFP process our clients require. We will not only create a marketing campaign to target previous client's both municipal as well as professional (Architects, Landscape Architects, Engineer's, Etc.) but we will also reach out to municipalities throughout the United States through multiple channels.</p> <p>We will attend regional events that allow us to showcase our sourcewell marketing materials to hundreds of sourcewell current and potential participants. These marketing materials will also be available on our website, spread through social media, and in targeted email newsletters. Our Project Manager is a sought after educational speaker at both Industry and Educational events. He has spoken at NRPA and at ASU to name a few. Due to this, he is continually asked about the best procurement process, he will show the positive impact a sourcewell contract provides and discuss this opportunity at any educational event. This will allow him to steer the conversation and bring new clients to the Sourcewell community.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Artisan continues to use social media as a focal point of our marketing campaign. Skaters are often the first push for a community skatepark, having a strong relationship with the local skaters has proven to be beneficial and allows us to begin discussions with the municipality before the procurement process. Which is just another reason the sourcewell solution is a perfect option for Artisan.</p> <p>We use our social media channels to stay connected, provide information, and gain excitement over a potential project. We use Facebook, Instagram, Twitter, YouTube, and LinkedIn for both marketing as well as project purposes. During the design phase, we conduct surveys in-person and online. Using tools like survey monkey and Facebook as well as use skype and go-to-meeting - we are able to continually connect with the local users and community. This has been exceptionally important during these uncertain times of COVID. Our design team provides 3D images and fly-through videos to portray design concepts and placement. We use these tools to steer conversations and provide excitement for the project.</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>The greatest role we see for sourcewell is the partnership between Sourcwell, Artisan, and the Client. Many of our clients ask about circumventing the procurement process, fast-tracking projects, and cost-saving options. This sourcewell relationship will allow us to easily provide all three to current and potential clients.</p> <p>We would ask to receive a list of current Sourcewell municipalities. As we will create two different marketing campaigns, one targeting non-sourcewell municipalities and the other current sourcewell participant municipalities. By knowing who is already a current Sourcewell member we are able to create a targeted marketing campaign, to non-sourcewell participants. We are also able to use the current members as testimonials to those unsure about the process. A good reference from a nearby municipality goes a long way when discussing the Sourcewell benefits and advantages.</p> <p>All Artisan team members will receive the new integrated marketing materials and be apprised of the Sourcewell benefits. We will push the Sourcewell option to all, we will include sourcewell information on our website, on our marketing materials, and in proposals. We have included one sample marketing material in the marketing plan document section in this response.</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.	Currently, we do not use an e-procurement process. Due to the custom and variety of our services we offer, we feel it is better to provide a dedicated, live representative.

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>Action Sports Facilities typically do not require training. Our Project Manager will close-out the project by walking the client and anyone else they deem necessary through the park.</p> <p>We will provide information on typical signage, rules as well as maintenance schedules. If further training is requested, that can be scheduled on a per basis request.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>We approach each project with a well thought out site analysis from our Landscape Architecture background. Each client receives properly engineered plans for our finely executed field works.</p> <p>Often offering alternative means and methods to provide our clients with the most cost-effective, long-lasting, and value-engineered products and services.</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>Since Artisan began, we have been committed to GREEN design and construction practices and have successfully implemented environmentally friendly designs that reduce our carbon footprint.</p> <p>We are the first Skatepark company to design and build a GREEN Skatepark in the United States. Marsh Creek Skatepark located in Raleigh, NC was completed in 2009 and was designed using recycled materials, rain gardens, and bioswales.</p> <p>The integration of natural drainage systems, recycled materials, site-specific designs, and energy-efficient services aid in our environmentally responsible sustainable design and construction services.</p> <p>A few examples: Raingardens: Framingham, MA, Dubuque, IA, Loganville, GA Raleigh, NC, and Waynesville, NC</p> <p>Recycled Materials: Annapolis, MD, Enfield, NC, Raleigh, NC, and Scottsdale, AZ</p> <p>Developing on Difficult/ Brownfield sites: San Antonio, TX, Atlantic Beach, NC & Bar Harbor, ME.</p> <p>Memberships and Affiliations: Action Sports Environmental Coalition, United States Green Building Council, LEED Accredited.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our team was awarded the PARKS DESIGN EXCELLENCE AWARD FROM Texas Recreation and Parks Society 2017 for the Pearsall Park Skatepark, San Antonio, TX.</p> <p>This once unusable site has been transformed into a very desirable family and community meeting place. Pearsall Park is 505 acres, designed to offer a dynamic open space with fitness and recreational amenities. As noted in question 38 we have completed many projects with recycled materials, green drainage, and or un-habitable sites.</p> <p>We are LEED accredited and a member of the Action Sports Environment Coalition.</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Artisan qualifies as a SBE but has not obtained certification as this is a state certification and we are a national company.</p>	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Our mission is to create quality Action Sports facilities regardless of available space or proposed budget. From concept to completion, planning through construction -- our dedicated, professional staff work hard to ensure success for your park.</p> <p>Our business is to create custom, high-quality Action Sports facilities that truly adhere to the needs of your community, culture, and values. At Artisan, we want to share our knowledge and expertise not only as industry experts but also as enthusiasts for all action sports.</p> <p>We have experience in creating recreational facilities that provide a positive economic impact. A well-design and constructed Skatepark tends to draw tourists from outlying communities. While, a destination style Skatepark, one that holds competitions and gains notoriety with professional Skateboarders brings users from all over the United States.</p> <p>Not only are we the winners of an international design competition or the designers of the largest Skatepark in Europe - but we have also designed international Olympic training facilities. Over the past two decades, we have garnered respect and admiration in the Industry, being sought out by even our competition.</p> <p>We have noticed a huge swing in skatepark design and construction over the past 10 years. Clients are moving away from the above-ground "modular" park approach (both steel and concrete) and are continuing to build custom concrete parks. The main reasons for this are cost, longevity, and design.</p> <p>A custom concrete approach not only provides cost savings upfront, as you design site-specific using the site to your advantage but also long-term as a concrete facility requires little to no maintenance once it is completed. Where above ground, wood, and steel, parks deteriorate at a much faster rate and require a yearly maintenance budget, as well as have a much shorter life span. A custom concrete park offers a superior ride with unlimited design options, as we can design and build to any site and any style. This is a trend we continue to see grow.</p> <p>With the Sourcewell option, we are able to target those municipalities with the older outdated facilities', ones that were originally purchased through a cooperative group, and offer them a superior product, that provides them a long-term, cost-saving solution with little to no yearly maintenance.</p>	*
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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?	No	*
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?	This is not applicable, as all services are handled in house.	*
47	What are your proposed exchange and return programs and policies?	Not Applicable. Designs must be approved by the client before moving forward with construction. Construction aspects of the project fall under the company warranty and high-quality standards.	*
48	Describe any service contract options for the items included in your proposal.	We also offer grand opening event services, which include; professional skate demos, giveaways, social media outreach. As well as fundraising and grant writing assistance.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	We will bill on a percentage of completion basis unless the client request otherwise.	*
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>Artisan has discussed financing options with National Cooperative Leasing (NCL) to offer Sourcewell members finance solutions. NCL is a current Sourcewell member as well as a leading name in municipal financing solutions.</p> <p>If Artisan is awarded the Sourcewell contract, NCL traditional leasing and financing programs can be offered along with custom-designed options. NCL nor Artisan have any ownership or control between them.</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>After the client and Artisan have agreed upon scope and terms, a purchase order will be created. This purchase ordered will have the Sourcewell contract number listed, this will be logged into our accounting system. Allowing us to pull reports in real-time, in regards to projects with a sourcewell contract.</p> <p>Projects may require an additional agreement between Artisan and the client to address project-specific items such as prevailing wage, bonding requirements, etc. Not only will we easily be able to report sales quarterly, but also are able to generate sales reports at any given time if requested by sourcewell.</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?	We do not at this time but if this is requested by potential clients we are happy to look into the process and discuss implementation.	*

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.	We have provided a detailed pricing list for each facility type. All pricing has been discounted 8%, the prices given include this discount. Please note we will create separate marketing materials for the Canadian market. The final pricing will be based on the official exchange rate from the date of purchase.
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.	We are providing an 8% discount on all services. The discount has been deducted and is included in the price given.
55	Describe any quantity or volume discounts or rebate programs that you offer.	We will provide an additional 3% discount, on design services only, for any two facilities purchased together.
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.	We have included additional charges on the attached pricing sheets.
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.	Not applicable, as all costs are included in the pricing submitted. Our products are constructed on-site.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable, as all costs are included in the pricing submitted. Our products are constructed on-site.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable, all products are constructed on-site.

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.	This discounted rate will only be given to Sourcewell. It is discounted at 8%.

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.	Artisan's Finance Director will cross-reference purchase orders with the total amount reported to ensure accuracy. Sourcewell pricing will be set automatically within our accounting system. Each order will be cross-checked against the Sourcewell price list prior to the contract award. We will run monthly and quarterly reports to ensure all reporting in regards to the Sourcewell contract is accurate and up to date.
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.)	We feel 2% of gross sales is a fair price to pay for Sourcewell administration.

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.	Artisan Skateparks is offering comprehensive design, build, design-build services for skateparks, bike parks, and pump tracks, and related services. Skateparks - Poured-in-Place Concrete, Asphalt, Wood Bike Parks- Concrete, Wood, Asphalt Dirt), such as jump parks, skill courses, trail riding, pump tracks, and Moto parks. Services include design, construction, and maintenance.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Skatepark, Bike Park, Pump Track Solutions -Recreation

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	We provide comprehensive design, planning, and construction services for poured-in-place concrete, wood, and asphalt Skateparks.
67	Bike Parks	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide comprehensive design, planning, and construction services for poured-in-place concrete, wood, asphalt, and dirt bike parks.
68	Pump Tracks	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide comprehensive design, planning, and construction services for poured-in-place concrete, asphalt, and 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	We are a turnkey solution handling everything from feasibility to grand opening events. As you will see in our selected project sheets provided in our marketing materials -our services range from design-build, design only, construction only, and everything in between. All services are handled in-house by seasoned experts. No matter the need we are here to help.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>We will use our accounting system to track sourcewell approved contracts. Each contract will be inputted into our system with their sourcewell contract number, this will allow us to run daily, weekly, monthly and quarterly reports.</p> <p>We will also use our sales software (salesforce) to determine sourcewell lead gen and conversion rates. Our current plan consists of two review times, we will review lead gen numbers and conversion rates on a monthly and quarterly basis. At the end of quarter one, we will review our metrics to see if we are meeting our 40% increase goal.</p> <p>If we are not, we will review lead gen and make the necessary changes in our marketing plan to improve the lead gen turnover. We will also review projects awarded, contract length, and dollar amount, to provide us with the necessary data to align our process with our goals.</p>
71	Describe the methods or techniques that impact the durability or longevity of your product.	<p>Engineering and American Concrete Institute approved methods and standards are applied to each and every project. We carefully consider all the site-specific and environmental conditions the product will ultimately be subjected to in order to best serve each Client.</p> <p>The engineered details tailored to these conditions are to provide the longest-lasting solution to each Client with the goal of minimized maintenance.</p>
72	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	<p>We are the industry experts when it comes to Skatepark design and construction. Although our team is responsible for the standards used in the industry today -we continue to research and adopt new techniques and technology to better our product.</p> <p>For example, when constructing a concrete facility. We have created our own mix design and applied the concrete sealant at the end of construction. For dirt facilities, we use a 75% clay mix to increase the longevity of the dirt and install water spikets throughout the park to improve the maintenance process. For asphalt facilities, we apply asphalt sealant at the end of the construction process.</p> <p>We offer maintenance classes so that the municipal entity can properly maintain the facility. We also offer a maintenance program fulfilled by Artisan, for those municipalities that do not want to handle the maintenance in-house.</p>
73	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	<p>A properly designed and constructed facility is designed for all age groups and skill levels, as well as a variety of users. During the scoping meeting, we will discuss the facilities' users and their needs, creating an all-encompassing space. Creating clean and open sight lines throughout the entire park, allows users to navigate through the park without any collisions.</p> <p>We design ADA-compliant facilities and believe no matter the type of park and the end-users it should be designed for the entire community including spectators as well as end-users.</p>
74	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	<p>We offer turn-key solutions for all action sports facilities. We aid in every aspect of the project from development to construction, the products are designed site-specific and can include community input.</p> <p>Our team provides assistance for all aspects of the project including but not limited to fundraising, community awareness, and project development. We are a one-stop-shop for all your action sports needs.</p>

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

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

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	We have no exceptions

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](#) - Artisan Skateparks Financials.PDF - Friday November 20, 2020 05:32:25
- [Marketing Plan/Samples](#) - Artisan Marketing Materials .pdf - Friday November 20, 2020 05:38:13
- [WMBE/MBE/SBE or Related Certificates](#) - ARTISAN CERTIFICATIONS UPDATED.pdf - Monday November 23, 2020 10:46:22
- [Warranty Information](#) - Artisan Warranty Informationn .pdf - Friday November 20, 2020 05:43:47
- [Pricing](#) - SOURCEWELL PRICING INFO .pdf - Monday November 23, 2020 10:12:45
- Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

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

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

THIS AMENDMENT is by and between **Sourcewell** and **Artisan Concrete Services, dba Artisan Skateparks** (Vendor).

Vendor has a Sourcewell Contract for Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services effective December 22, 2020, through December 28, 2024, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Agreement).

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

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

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

Remainder of this page intentionally left blank.

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Authorized Signature C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/24/2021 | 11:09 AM CDT

**Artisan Concrete Services,
dba Artisan Skateparks**

DocuSigned by:
By: andy duck
Authorized Signature 5929E81D417B4AF...

Andy Duck
Name – Printed

Title: President

Date: 3/24/2021 | 9:04 AM PDT

Sourcewell-APPROVED:

DocuSigned by:
By: Chad Coauette
Authorized Signature 7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/24/2021 | 11:10 AM CDT