

City of Palm Coast, Florida Agenda Item

Agenda Date: October 6, 2026

Agenda Item: G.1

Department STORMWATER AND ENGINEERING
Division CONSTRUCTION MGT AND
ENGINEERING

Amount
Org/Account # MULTIPLE ACCOUNTS
CITYWIDE

Subject: RESOLUTION 2026-XX APPROVING PIGGYBACKING A SOURCEWELL MINNESOTA CONTRACT WITH NEW LINE SKATEPARKS, INC., FOR SKATEPARK, BIKE PARK, PUMP TRACK, AND BMX TRACK SOLUTIONS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Presenter: Eric Gebo, Architect

Attachments:

1. Resolution
2. Draft Piggyback Contract

Background:

Staff is recommending piggybacking Sourcewell Minnesota contract #MN 545649 with New Line Skateparks, FL, Inc., through October 20, 2029, for the purchase of skatepark, bike park, pump track and BMX track solutions with related equipment, accessories and services on an as-needed basis.

This item utilizes a piggyback contract, allowing the City to adopt competitively solicited agreements established by other governmental entities. This method reduces administrative burden, accelerates procurement timelines, and provides access to pre-negotiated pricing, terms, and vendor performance standards. All piggyback contracts are reviewed by the City Attorney to ensure legal sufficiency and compliance with applicable laws. When the original contract originates from an agency outside the State of Florida, the City incorporates necessary provisions to ensure conformity with Florida law and local procurement requirements. This approach maintains compliance with state purchasing standards while promoting cost efficiency and enabling staff to focus on core service delivery.

Since the underlying contract is an agreement of fees and services, City staff will purchase on an as-needed basis using budgeted funds appropriated by City Council.

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING PIGGYBACKING A SOURCEWELL CONTRACT WITH NEW LINE SKATEPARKS, INC., FOR SKATEPARK, BIKE PARK, PUMP TRACK, AND BMX TRACK SOLUTIONS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

RESOLUTION 2026-____
PIGGYBACK WITH NEW LINE SKATEPARKS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING SOURCEWELL MINNESOTA CONTRACT WITH NEW LINE SKATEPARKS FL, INC., FOR SKATEPARK, BIKE PARK, PUMP TRACK, AND BMX TRACK SOLUTIONS AND RELATED EQUIPMENT, ACCESSORIES, AND SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, New Line Skateparks FL, Inc., has expressed a desire to provide equipment and services for skatepark, bike parks, pump track, and BMX solutions to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the Sourcewell Minnesota contract #MN545649 with New Line Skateparks FL, Inc., for the above-mentioned services and equipment on an as-needed basis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between the Sourcewell Minnesota contract #MN545649 and New Line Skateparks FL, Inc., for equipment and services for skatepark, bike parks, pump track, and BMX solutions as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments for changes totaling less than \$100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 6th day of October 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Piggyback Contract with New Line Skatepark, FL Inc.

BPO Review

Signed by:

A8059FA509FD417...

City Legal Review

DS


Affidavit Check



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: New Line Skateparks FL, Inc.

Bid/Contract Ref # 090425-NLS

Agency Name: Sourcewell

Contract Type: Piggyback

Contract Value OVER \$100K

Resolution # 2026-

City Council Approval Date: _____

Contract Term End Date 10/20/2029

Renewable Y/N Y

If yes # and length of renewals: 3 one-year extensions

City's Project Manager(s) Eric Gebo

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Sourcewell Agreement for Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories and Services, as needed.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

City Manager _____

Date: _____

Vendor Name and Email Kyle Dion projects@newlineskateparks.com



Finance Department
Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3710

New Line Skateparks FL, Inc.
Attn: Kyle Dion
137 West Marion Avenue
Edgewater, Florida 32132

RE: Engagement Letter Authorizing Piggyback

Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories and Services
Contract Name

Sourcewell #090425-NLS
Contract Reference

Dear Kyle,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,

Nathalie Garcia

Nathalie Garcia

Sr. Contracts and Procurement Coordinator

ngarcia@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

NEW LINE SKATEPARKS FL, INC.

Signed by:

By: Kyle Dion

F77A09845B27408 (copy)

Print Name: Kyle Dion

Title: President & CEO

Date: Aug 25, 2026 | 3:13 PM PDT



ENGAGEMENT LETTER ADDENDUM**1. E-Verify Registration and Use.**

"Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section."

2. Prohibition against considering social, environmental, political, or ideological interests in government contracting

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

- a. The Contractor's political opinions, speech, or affiliations.*
- b. The Contractor's religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor's lawful ownership of a firearm.*
- d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. Scrutinized Companies

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. Public Records.

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1) (a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
7. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

9. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

10. **Sovereign Immunity**

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. **Taxes**

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

SUPPLIER

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

Signed by:
By: Kyle Dion
(Authorized Corporate Officer)
F77E80843B27409...

Print Name: Kyle Dion

Title: President & CEO

Date: Aug 25, 2026 | 3:13 PM PDT

In Process

FORM 7 – PUR 1355

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

New Line Skateparks FL, Inc is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Kyle Dion

Title: President & CEO

Signed by:
Signature: Kyle Dion
F77E8D545B27409...

Date: Aug 25, 2026 | 3:13 PM PDT

E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

In Process

ATTACH NOTARIZED AFFIDAVIT HERE



ATTACH PROOF OF REGISTRATION HERE



CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____



AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____

Signed: _____

Entity: _____

Name: _____

Title: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 202__, by _____.

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced _____

**MASTER AGREEMENT # 090425**

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

SUPPLIER: New Line Skateparks FL, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and New Line Skateparks FL, Inc., #1, 137 West Marion Avenue, Edgewater, FL 32132 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 20, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #090425 to Participating Entities. In Scope solutions include the following made with made with concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions:
- a) Skatepark;
- b) Bike Park;
- c) Pump Track;
- d) BMX Track – sanctioned and non-sanctioned; and
- e) Equipment, Accessories, and Services related to the offering of the solutions described in Sections 1. a. – d. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

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

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

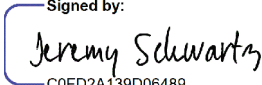
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

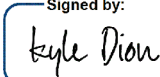
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

New Line Skateparks FL, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 10/23/2025 | 4:18 PM CDT

Signed by:

 A5C9E30FB397429...
 By: _____
 Kyle Dion
 Title: President and CEO
 Date: 10/23/2025 | 4:30 PM EDT

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

Vendor Details

Company Name: New Line Skateparks

Does your company conduct business under any other name? If yes, please state: Florida

Address: #1 137 West Marion Avenue
Edgewater, Florida 32132

Contact: Everett Tetz

Email: projects@newlineskateparks.com

Phone: 778-840-9902

Fax: 778-840-9902

HST#: 32-0531713

Submission Details

Created On: Wednesday August 06, 2025 10:26:11

Submitted On: Thursday September 04, 2025 11:05:44

Submitted By: Everett Tetz

Email: projects@newlineskateparks.com

Transaction #: b61f835f-91d9-4599-b8d6-d18e7bedc64e

Submitter's IP Address: 147.243.242.148

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	New Line Skateparks FL, Inc (US Entity for all US Contracts)	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	New Line Skateparks, Inc (Canadian Entity for All Canadian Contracts)	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SAM - New Line Skateparks FL, Inc :JJZEZBSMZ4C9 SAM - New Line Skateparks Inc: N/A	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS New Line Skateparks FL, Inc: 238990 NAICS New Line Skateparks Inc: 238990	
6	Proposer Physical Address:	#1, 137 West Marion Avenue, Edgewater, Florida, 32132 (U.S. Division) #1 - 20177 97 Ave, Langley BC, V1M 4B9 (Canadian Division)	*
7	Proposer website address (or addresses):	www.newlineskateparks.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Kyle Dion (President and CEO) #1, 137 West Marion Avenue, Edgewater, Florida, 32132 1-866-463-9546 kyle@newlineskateparks.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kyle Dion (President and CEO) #1, 137 West Marion Avenue, Edgewater, Florida, 32132 1-866-463-9546 kyle@newlineskateparks.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Trevor Morgan (Vice President) #1, 137 West Marion Avenue, Edgewater, Florida, 32132 403-852-0936 trevor@newlineskateparks.com	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	New Line Skateparks FL, Inc and New Line Skateparks Inc (New Line Skateparks) is a full-service planning, design and construction firm specializing in the development of integrated concrete skateparks, bike parks, pump tracks and other progressive action sports environments. Our team (approx. 55 full-time staff) consists of registered landscape architects, engineers and construction professionals who are passionate active skateboarders and BMX/mountain biking enthusiasts. Our operations span over 24 years and 400 + highly recognized projects across the United States, Canada, Europe, Australia and Asia. We are proud to serve as one of the world's longest running and most respected municipal youth park design-build firms. Philosophy: Our passion for action sports is matched with a purpose to empower youth and permanently strengthen communities through a holistic and highly inclusive development approach – regardless of project size or budget. The result is not only the world's most compelling concrete skateparks, bike parks and pump tracks, but truly celebrated public spaces that incorporate locally-inspired art and sculpture, inviting socializing areas, sustainable development principles, and strong connections to surrounding amenities. Core Values: Passion, Creativity, Integrity and Empowerment create the foundation for every client we serve. Our goal is to promote environmental quality as a way to protect what we value in our unique region. We carry this philosophy through in action sports facility development. Through listening, watching and testing ideas, we create skatepark, bike park and pump track solutions that work in harmony with existing environments and ultimately lead to fully integrated places.	*
12	What are your company's expectations in the event of an award?	In the event of an award, New Line Skateparks expects to fully utilize the collaborative purchasing benefits of Sourcwell as a means to deliver our signature brand of public skateparks, pump tracks, and bike park facilities. New Line Skateparks will begin promoting the Sourcwell purchasing contract immediately through our established network of sales and marketing personnel and channels throughout the United States and Canada.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	As of February 19, 2025, New Line Skateparks has reached over 24 years of non-interrupted operations – resulting in the completion of over 400 municipal projects across the United States and Canada with 100% performance and a sterling track record of financial management. This has allowed us to maintain impeccable bonding capacity, insurance coverage and bank financing as a full-service Professional Designer and General Contractor specializing in poured in place municipal concrete skateparks, bike parks and pump tracks - regularly handling single project budgets between ~\$1 Million ~\$3 + Million. Our group of companies [New Line Skateparks FL, Inc (US) and New Line Skateparks Inc (CAN)] collectively services approximately 30-40 municipal projects each year with a total firm revenue typically ranging from \$11 Million - \$16 Million. Furthermore, New Line Skateparks FL, Inc and New Line Skateparks Inc has never had a bankruptcy petition filed, bond called or a contract terminated for default. Further evidence of our financial strength is attached to this proposal with letters from our Banking Institutions, Bonding and Insurance Providers, and past Clients.	*
14	What is your US market share for the Solutions that you are proposing?	While reliable 3rd party empirical market share data for the entire US action sports park industry is difficult to attain, we estimate that our firm holds approximately 20% of the US skatepark, bike park, and pump track market.	*
15	What is your Canadian market share for the Solutions that you are proposing?	In Canada, we confidently estimate a market share of approximately 70% or greater for municipal concrete skateparks, bike parks and pump tracks.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	New Line Skateparks FL, Inc and New Line Skateparks Inc is not currently involved in a bankruptcy proceeding and has never had a bankruptcy proceeding completed in either entity's entire history.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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? 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?	New Line Skateparks is best described as a service provider as we offer comprehensive professional design services (licensed landscape architecture and engineering) and primarily self-performed construction services for cast-in-place concrete skateparks, pump tracks and bike parks. All sales and service is delivered by our in-house staff (approximately 55) within our 7 personnel offices throughout the United States (San Diego CA, Edgewater FL, Erie CO, Columbus OH) and Canada (Langley BC, Calgary AB, Toronto ON).	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	In order to comply with the strict licensing requirements of our industry, New Line Skateparks holds licenses to practice as General Contractor and/or Specialty Contractor + Professional Landscape Architect and/or Professional Engineer in up to 26 States and Provinces across the United States and Canada at any given time, depending on which jurisdictions our projects are active within. Our in-house staff also include American Concrete Institute (ACI) Certified Shotcrete Nozzlemen and Pump Operators. In the event that a project opportunity arises in a State or Province that we are not currently licensed, we are able to activate/reactive licenses quickly based on our in-house professional staff's 24 year + industry tenure across the United States and Canada. Some of our more prominent Professional Affiliations / Certifications include the following: - General Contracting and/or Specialty Contracting Licenses standing in California, Florida, Tennessee and most Canadian Provinces - American Society of Landscape Architects (ASLA) - Canadian Society of Landscape Architects (CSLA) - American Society of Civil Engineers (ASCE) - Canadian Society of Professional Engineers (CSPE) - American Concrete Institute (ACI) - American Shotcrete Association (ASA) - Certificate of Recognition (COR) Safety Certification (Canada)	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Over the last two and a half decades, New Line Skateparks has established itself as the most award-winning municipal skatepark/bike park/pump track development firm in Canada and one of the top award recipients in the United States for concrete action sports facility design and construction. A selection of awards we've received in the last 5 years include: - Canadian Society of Landscape Architects (CSLA) Nation Citation Award: Vancouver Skateboarding Amenities Strategy - American Shotcrete Association (ASA) Outstanding Recreational Project: NE Metro Skatepark - Recreation Facilities Association of British Columbia (RFABC) Excellence in Recreation: Thrifty Foods Westshore Skatepark - American Public Works Association (APWA) Design Award: ROC City Skatepark (Rochester, NY) - California Park and Recreation Society (CPRS) Design Excellence Award: Nipomo Skatepark	*

21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 95% of our sales are from government agencies - primarily municipal government entities.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 2% of sales have been from the education sector in the last 3 years.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	COSTARS (Pennsylvania) - 0% of revenue in past 3 years.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Lenexa, KS	Logan Wagler - Director of Parks and Recreation	913.477.7500	*
Town of Qualicum Beach, BC	Luke Sales - Director of Planning and Community Development	250.752.6921	*
City of Panama City Beach	Keith Meyerl - Assistant Director, Parks and Recreation	850.233.5045	*

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

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

Line Item	Question	Response *	
26	Sales force.	New Line Skateparks employs approximately 20 full-time staff involved in sales (who also participate in various areas of our design/build operations). Sales Force Office/Personnel Locations in the United States Include: Edgewater FL, San Diego CA, Erie CO, San Francisco CA, Mandeville LA, and Columbus, OH. Sales Force Office/Personnel Locations in Canada Include: Langley BC, Calgary AB, and Toronto ON.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our internal sales team leverages long-standing relationships with approximately 25 + generalized public park Landscape Architecture Firms, Engineering Firms, and General Contractors who regularly promote New Line Skateparks' design-build offerings to prospective clients who are in search of concrete skatepark, bike park and pump track solutions.	*
28	Service force.	Our service force consists of approximately 55 full-time staff, who are direct employees. This team is able to promptly service (typically within one week) any jurisdiction in the United States and Canada, with a proven track record of over 400 past municipal projects throughout North America to their credit. Our service team is regularly managing approximately 30 projects throughout the US and Canada that are in various stages of the planning, design and construction process at any given time.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders are handled directly by New Line Skateparks' in-house staff. Once a prospective purchaser makes contact with our team, a qualified staff member will immediately (typically within 24hrs) work with the client to define a scope of work and schedule expectations. Once this is established, a comprehensive proposed written work program and price will be prepared with all associated terms and conditions for client review and approval. Once approved and signed-off by the purchaser, New Line Skateparks will work with the client for execution of the contract and required support documents (ie. insurance, bonds, etc).	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer service is paramount to our firm and we are privileged to apply our unique skill, experience and resources as a proven team to deliver significant efficiencies and increased quality throughout the development process on every project. With our pioneering work on many of the world's most recognized skateparks, bike parks and pump tracks, coupled with our extensive design-build experience across the globe, we approach each project with strong understanding and a heightened ability to navigate through the community outreach process, design technical issues, and local construction environments. Our team (New Line Skateparks) self-performs all overall project management, public outreach, and specialty concrete terrain design and construction, and serves as the single point of accountability for our clients - ensuring full continuity and complete quality + cost control throughout all phases of the project. Our response time for inquiries by way of phone, email and social media is often within 3hrs with a 24hr max target metric. In addition, we work with all clients to create a regular standing project progress/service review pulse on a weekly or bi-weekly basis. Upon project completion, our service team schedules regular warranty reviews and client satisfaction surveys to monitor service performance.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	New Line Skateparks has been serving the Canadian and US action sports facility market for over 24 years and is excited to deliver our full suite of skatepark, bike park and pump track design-build services to all Sourcewell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	New Line Skateparks' is Canada's longest running and most experienced provider of public concrete skatepark, bike park, and pump track facilities - with approx 70% of market share and hundreds of successful projects completed throughout the Nation since incorporating in British Columbia in 2001. We are excited to offer our services via Sourcewell to all participating entities in every Province and Territory throughout Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None. New Line Skateparks is fully capable of and committed to serving all geographic areas of the United States and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None. New Line Skateparks will provide all account types of Participating Entities to our Solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. New Line Skateparks regularly works with non profit entities throughout the United States and Canada.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	New Line Skateparks will utilize our well established and highly refined marketing channels to promote this contract and the benefits of procurement via Sourcewell. This includes promotion of the Sourcewell contract throughout all areas of our sales and marketing process including: a. Education on the Sourcewell contract/procurement approach during personal sales cold-calls and sales presentations for prospective clients b. inclusion of Sourcewell benefits within our comprehensive company information packages (distributed widely online and hard copy print) c. Inclusion of Sourcewell advertising and education during our participation at State/Provincial and National tradeshow (typically New Line Skateparks participates in approximately 13 -16 State/Provincial tradeshow throughout the US and Canada yearly) d. Inclusion of Sourcewell information/benefits on our website/online resources (including our long-standing and highly-followed/engaged social media channels – Facebook, LinkedIn, Instagram, X (formally Twitter), Pinterest, etc e. Inclusion of Sourcewell information/benefits on our monthly emailed (and website accessible) Company Newsletter widely distributed to prospective, existing and repeat clients f. Inclusion of Sourcewell information during public relation opportunities (local media interviews/coverage) for our projects where Sourcewell was utilized by the Client g. Inclusion of Sourcewell information / benefits during our participation at various skatepark/bike park/pump track events/contests/community information sessions we host for clients/prospective clients h. Inclusion of Sourcewell information / benefits where appropriate during our Professional Speaking Engagements at various Municipal Conferences where we are requested to present on modern skatepark/bike park/pump track development (including providing information of facility purchasing methods). For maximum effectiveness of the Sourcewell 'marketing message', all sales and service staff will receive ongoing training sessions to best promote and leverage the benefits of the Sourcewell contract.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	New Line Skateparks has a highly effective integrated technology and digital data program to reach and maintain our marketing goals. This includes but is not limited to: a. Dynamic (updated with high frequency + quality relevant content) Social Media Pages (Instagram, Facebook, X, LinkedIn etc) with significant followings that are also continually assessed and improved upon for content engagement. Our Social Media channels are estimated to have among the top 3 followings in the skatepark/pump track/bike park design-build industry and are consistent source of new client leads b. Targeted ad campaigns through Google AdWords and high digital engagement and response times c. Our highly refined company website (with consistent URL for last 24 years) that is constantly assessed for SEO, ROI, metadata effectiveness and is highly ranked by common search engines for North America and across the globe d. Use of our custom digital CRM system to assess, track and ultimately convert leads into secured and successfully delivered projects.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	New Line Skateparks will be largely self-sufficient and proactive in integrating the Sourcewell purchasing solution into all relevant aspects of our sales and marketing process. Therefore, we envision Sourcewell acting in a modest support role in the promotion and execution of the contract. In this vein, we imagine there may be contract/purchasing situations that arise from time to time where we request technical clarity directly from a Sourcewell representative and will aim to take advantage of any ongoing training/updates Sourcewell provides to improve upon our successful use of the contract.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	New Line Skateparks does not currently offer an e-procurement system, although, as our industry and operations respond to constantly evolving market conditions, this may be an area that is pursued in the future.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Prior to opening each facility, our team conducts a maintenance and care seminar with appropriate Owner's representatives. This will include a half-day onsite 'hands on' session covering typical maintenance and operations procedures. This is complimented our comprehensive park operations and maintenance manual, which will also be provided to the client for ongoing reference. The above is provided at no extra cost. In extended post occupancy, our team remains available to provide recommendations, condition inspections, park repair and park programming consulting services through the course of the facilities life-cycle.
42	Describe any technological advances that your proposed Solutions offer.	As an industry pioneer with over 24 years of world-wide operations, New Line Skateparks has established itself as a global leader in the implementation of action sports park facility design-build technology and practices that continue to set the bar for skatepark, pump track and bike park development. Specific planning, design and construction technological advances implemented by our team include: - 3D CAD aerial site mapping and drone photography during site analysis/investigation stages - Custom online geotargeted surveys and remote public/stakeholder meeting software to assist with community consultation efforts (complimenting in-person client/community engagement practices) - Advanced AutoCAD Civil 3D design modelling for all project civil design responsibilities - Advanced AutoCAD facility structural modelling and photorealistic 3D rendering technology in conceptual and technical design phases - Custom scheduling, estimating and project management software to ensure development process transparency, real-time cost monitoring, schedule certainty, and construction quality conformance to design specifications - CNC Cut Concrete Form + Steel Fabrication and Custom Concrete Finishing Tools - Custom BMX reinforced coping / custom edge detailing - Highly specialized region-specific and climate-specific concrete mix designs and reinforcement technology - Custom all-weather / winter construction structures and capabilities
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Preservation and protection of the natural environment will be critical when we develop our plans for the project. Relevant ecological initiatives, surrounding vegetation, and the comfort of the public and nearby residents must be considered. Our team will ensure the park's design and construction documentation accounts for proper access of construction/maintenance traffic proper treatment of storm water, tree protection, erosion and sediment control, and removal of unwanted materials in a way that minimizes undesirable impacts to the surrounding site area. We are proud to have introduced 'green drainage' systems on a number of our recent skatepark/bike park/pump track designs and continue to participate in Leadership in Energy and Environmental Design (LEED) and SITES certified projects throughout North America. We look forward to providing our experience in this increasingly important area and offer the following sustainability practices that can be considered for each project we undertake. (note that this is not an exhaustive listing): - Implement opportunities for onsite treatment of storm water through skateable/rideable biofiltration and sand filtration planters within skatepark hard surface and surrounding landscape ('green' storm water management system) - Use of 'green friendly' or EcoSmart concrete. - Use of recycled concrete in sub-base materials - Use of locally sourced granite in speciality ledge applications - Recycling of wood forming materials used in project - Use of plant-based reinforcement fibers like jute, hemp, and bamboo for reinforcement in our concrete mix designs - Exploration of the use of 'carbon capture' fly ash when available/possible - Use of virtual platforms for meetings to reduce unnecessary travel - Provide incentives for project staff to access work site by skateboard, bike, public transport - Avoid unnecessary document printing related to project and use recycled paper whenever possible

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As stated above, our team has a Leadership in Energy and Environmental Design (LEED) Accredited Professional Landscape Architect in-house and available to participate in all projects and we are currently working on facilities that will be developed with a SITES designation/certification. For all projects, our team aims to meet and exceed all relevant environmental requirements as we continue to lead the field in sustainable design and construction delivery.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Longevity, Experience, A Signature Design-Build Approach and Unparalleled Proven Performance in Both the United States AND Canada: Established in 2001, New Line Skateparks is a globally-renowned industry pioneer with over 400 highly acclaimed municipal skatepark/bike park/pump track projects completed throughout the United States and ALL Provinces in Canada (New Line's Canadian capabilities, experience and portfolio of concrete design-build work is unmatched by any provider in our industry). Our resources and unique depth of proven design-build experience in both Countries allows us to serve Canadian and US Sourcewell participating entities in the highest quality and efficient manner possible. Our Signature Approach and Depth of Offerings: THOROUGH SITE SELECTION, MASTER PLANNING AND FEASIBILITY STUDIES - New Line provides planning expertise to municipal governments for action sports networks as well as individual project developments. Through completing the award winning Vancouver Skateboarding Amenities Strategy, as well as Skateboarding/Action Sports Master Plans for Lethbridge AB, Arlington TX, Port Coquitlam BC, and Waterloo ON, we have established a proven, transparent and credible planning process that has been widely recognized as a benchmark for our industry. Whether it be site selection, feasibility studies, fundraising programs, or long term facility development strategies, we strive to offer the most qualified and experienced mix of personnel and specialized resources for each unique skatepark/pump track/ bike park planning challenge. MEANINGFUL PUBLIC/COMMUNITY CONSULTATION – New Line provides comprehensive consultation services to facilitate community input in the design of Skateparks and other progressive public spaces. As passionate skateboarders and avid park users ourselves, we know how important participation by youth and other members of the community will be to the long term success of each project. No matter what project size, we deliver a tailored program of hands-on, interactive design workshops and public presentations facilitated by principal members of our team. Outside of our scheduled meetings, youth and other stakeholders are encouraged to continue to submit written comments, sketches, pictures etc. through our specially developed custom web survey for immediate and ongoing feedback. Overall, we believe engaging the community in a meaningful way is one of the most critical aspects of any skatepark design journey and a key factor to our team's continued success. COMPELLING DESIGN - NLS designs award winning municipal concrete skateparks and other wheeled sport environments that continually set the bar for international skatepark, bike park and pump track development. From day one, we have chosen to think outside the 'concrete square' by leading the industry in introducing: - Adaptive skatepark design accommodations for skatepark and pump track users with physical impairments (ie. Wheelchair MX, visually impaired/blind riders) - Integrated rideable art/sculptural installations inspired by each specific community's culture and history - 'Green'/LEED/SITES sustainable development initiatives - CPTED principles - Innovative materials and aesthetic detailing Progressive skatepark/bike park/pump track lighting schemes and multimedia installations Skateable donor recognition signage - Architecturally striking skatepark roof structures - Urban skateparks and pump tracks specialized for DOT controlled under-vehicular viaduct sites We believe that every project and community has a unique 'story' that can be told through authentic and enduring skatepark architecture. To realize our unique designs, we take great pride in delivering photorealistic 3D facility modeling, animated project 'fly-through' experiences, and certified technical drawings to ensure complete project understanding and a thorough construction process for each park. PREDICTABLE, PREMIUM QUALITY CONSTRUCTION - New Line Skateparks is one of North America's most experienced providers of large-scale municipal skatepark construction services - serving as the General Contractor on a significant portion of the 400 + projects completed by our team. Whether it be complete turnkey project solutions or specialty services/products, we are recognized as a global leader in the development of site-built concrete skatepark construction technology and techniques. Our team has also worked hard to lead the industry in cost and schedule control, safety (COR certified), and concrete quality

		accreditation - with a guarantee of design-build budget certainty, prompt project performance, and ACI (American Concrete Institute) certified team members overseeing all shotcrete operations. Finally, New Line Skateparks has been fully bonded and insured for over 24 years and employs dedicated field staff leading municipal skatepark projects across the world. PROGRESSIVE POST OCCUPANCY AND PROGRAMMING CONSULTING - Upon project completion, New Line Skateparks offers the most comprehensive suite of ongoing facility programming consulting in the industry. This includes support of facility grand opening celebrations and consulting on ongoing programming initiatives from our key staff who have authored some of the first Skatepark Instructor Training, Public School and Municipal + Not for Profit skatepark/bike park/pump track programming curriculums in North America.
46	Describe your process in building a sanctioned BMX course and how you meet the USA BMX or Union Cycliste Internationale (UCI) requirements	While New Line Skateparks has not developed a UCI sanctioned BMX course to date (most of our completed bike related work is in pump tracks and bike parks), our team is exploring pursuing compliance for designing pump tracks that meet UCI requirements. We recognize that this will combine site evaluation, certified 3D design/CAD, specific materials and construction methods and testing – to ensure a track is safe, competitive, and eligible for UCI events or homologation. Understanding of broad-level UCI requirements: • A defined track layout and geometry that supports fair, repeatable racing (flow, consistent berms/rollers, defined start/finish, adequate width). • Surface and build tolerances that provide predictable traction and consistent lap times (paved or otherwise specified surface per the event's class). • Safety features: run-off space, spectator separation, appropriate barriers/fencing, and compliance with event- and local-safety codes. • Integration for timing and event infrastructure (timing loops, camera positions, marshal areas). • Accessibility and logistics: safe access for riders and officials, equipment staging, and service/maintenance access. • Documentation and testing to demonstrate compliance for homologation or event approval. How New Line Skateparks aims to meet those needs: • Site assessment and feasibility: surveys, grading analysis, drainage, and neighbouring uses to confirm the site can support a UCI-compliant layout and the required run-off/spectator zones. • UCI-aware design process: 2D plans and 3D CAD/terrain models showing exact geometry, lines, sightlines, and width tolerances so features meet competition standards and rider expectations. • Surface and materials expertise: selection of durable, consistent surfaces (or modular paving systems) and construction techniques that produce predictable traction and minimal maintenance—important for timed events. • Safety-first construction: engineered berms, transitions, clear run-off areas, spectator barriers, and certified surfacing where required and coordination with local authorities.
47	Describe the methods or techniques that impact the durability or longevity of your product.	New Line Skateparks strives to develop the most durable, longest-lasting skatepark, bike park and pump track solutions available, leveraging over 24 years of design/engineering and construction experience in varied weather regions (including significant freeze/thaw regions) throughout the United States and Canada. 4 of the most critical areas that affect custom action sports facility durability and longevity are as follows: 1. Geotechnical / Site Base Data - Our experience has shown that many skatepark/bike park/pump track sites can pose certain challenges to development due to the presence of unstable sub surface conditions that stem a variety of factors. Our team is well prepared for these type of challenges and has extensive experience designing and building over existing concrete foundations/slabs, contaminated sites, high water tables, flood plains and variable ground conditions throughout the United States and Canada. For each project's unique geotechnical and civil requirements, our team has employed an engineering process that draws on the skill and experience of our internal staff as well as the direction of local geotechnical engineers with relevant first-hand knowledge and expertise relevant to the ground conditions of in the location we're working in. We ensure the entire team clearly understands the nature of the proposed facility and then jointly develop our final grading and drainage, base prep, and structural details for the park. For every project, our team matches a thorough understanding of geotechnical conditions with a full analysis of all existing civil infrastructure that may be eligible for tie-in with the new development. The result will be a final design plan that maximizes the potential of all suitable existing site infrastructure while mitigating any negative effects that potentially challenging sub surface conditions may have on the final budget and facility play value. 2. BMX Reinforced Coping / Custom Edge Detailing - With the range of users taking advantage of the new recreational opportunities afforded by youth parks, we have seen some challenges to strong construction and durability. Skateboards, bmx, and inline, all have an impact on the park and it is critical to provide a 'heavy-duty' finish so that the park maintains a safe and 'new' feeling for many years. One of the main issues related to park degradation is weak edges. These edges exist on all concrete features, either at coping or

on steel edged ledges.

One "optional" innovation that was brought about due to concrete damage from bmx 'pegs' was the alteration of our coping detail. We now utilize heavy gauge steel plates welded to the top of coping (with the appropriate offset for 'locking-on'), set flush in the outer deck of the park. This detailing is used exclusively by our team and provides a consistent and heavy wear plate for the extended pegs of modified bmx. This innovation does not affect the skateability of a park, but enhances the long-term wear of the concrete.

Another innovation in edge detailing is the use of custom poured concrete edges. The construction team prepares a number of forms that replicate the concrete edges of surrounding seat walls and ledges. These 'concrete coping' elements are bolted into place where traditionally we have placed steel edging. This element provides a true 'street' feel. Skaters have commented that they appreciate some elements within the park that allow them to have a true concrete grind edge. This concrete element can be changed after a period of heavy wear, without large cost or time expenditure. The result is a park that feels 'new' for an extended period of time.

3. Concrete Mix Design and Reinforcement - While the skatepark must be formed, shaped, and finished correctly, it is critically important not to overlook the intricacies of effective concrete mix design and reinforcement specifications. As one of the North America's longest running municipal concrete skatepark/bike park/ pump track builders, New Line Skateparks brings over 24 years of proven concrete mix design and reinforcement research and field testing to every project undertaken. Each specialized concrete mix design variation and associated steel reinforcement specification has been developed with feedback from multiple engineering disciplines, ready-mix suppliers, and ACI / ASA certified concrete consultants, and will be tailored to each skatepark's/bike park's/pump track's unique terrain elements (ie. flat vs ledge, vs. bank vs. transition vs oververtical), site-specific engineering recommendations, and regional aggregate properties. The result will be a final facility with superb concrete durability and performance specific to local climatic conditions (including heavy freeze-thaw regions) for the project. Our continued leadership in the field of skatepark-specific concrete mix design and reinforcement technology is a major reason our team has earned the trust of communities across the Continent.

4. Facility Inspections, Testing and Maintenance - Having the appropriate checks and balances is important for any skatepark/bike park/pump track construction project. Our team will be available to commission a series of testing over the project's course including fill compaction as well as various concrete mix design, slump, and cure tests. In addition, we will work with the Owner to create an open schedule of inspections by the appropriate municipal staff and local regulatory bodies. This will then be backed by our comprehensive warranty program with regular review inspections conducted by senior staff from our regional bases across the United States and Canada Prior to opening our crews will also conduct a maintenance and care seminar with appropriate City Staff. This will include an onsite 'hands on' session covering typical maintenance and operations procedures. Finally, a comprehensive park operations and maintenance manual will be provided for reference, and we are always available for assistance with our parks at anytime. As much of the park will be constructed highly durable municipal grade concrete based on the best practices of our 24 year industry tenure, the facility will require relatively minimal maintenance over the expected 25-30+ year life span. That said, we encourage our clients to engage in regular inspections and some level care for the park each season.

48	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	Adding to (and expanding on) some of our team's advancements noted in section 42, 45 and 47, New Line Skateparks is skateparks is also leading the industry in advancements for: • Adaptive Skatepark and Pump Track Development for Riders with Physical Disabilities – Working closely with professional and recreational athletes from the Adaptive Sports Community + Federal and State Accessibility compliance professionals, New Line Skateparks is charting new territory in Public Skatepark and Pump Track Development that specifically responds to the needs of users/riders with physical disabilities/impairments. This includes Public Skatepark and Pump Track projects that include terrain and amenity accommodations for blind/visually impaired skateboarders/users and wheelchair (wheelchairMX) athletes. Exploration and implementation of Audio Beacons, Surface Textural Ques, High Contrast Integral Concrete and Highly Specialized Rideable Feature Amendments developed by our team are opening a new chapter for public skateparks and pump tracks that will increase facility user diversity and safety for those with impairments. Moreover, our adaptive skatepark and pump track facility developments are supporting a growing group of formal organizations who are pursuing sanctioned competitive events and physically impaired skatepark and pump track athletes. • Under-Bridge/Viaduct Skatepark and Pump Track Development – Starting in 2004 with the internationally-renowned Vancouver BC Downtown Under-Bridge Skate Plaza, New Line Skateparks has become widely recognized as the leader in design-build advancements for public concrete skateparks and pump tracks in DOT-controlled under-bridge/vehicular viaduct settings. Since that point, our team has led the development of 7 other high-profile, urban under-viaduct developments spanning from downtown San Francisco CA and Birmingham AL to our most recent assignment in the heart of Kansas City, MO. From this experience, we have developed concrete skatepark and pump track engineering and construction advancements that comply with DOT regulations to activate these unique, often underutilized spaces in a creative, safe and enduring manner. • Integrated Skatepark + Pump Track Roof/Covered Structures - Innovative architectural roof structures and creative park shelters have received considerable attention in the international municipal action sports park industry over the 5 years, and along with our leadership in the skateable art movement, our team has been honored to introduce the first purpose-built, artistic municipal skate/bike park roof structures in North America. Starting with the Chuck Bailey covered youth park in 2011, and followed up with our landmark Cloverdale covered youth park in 2014, we were able to demonstrate the tremendous successful impact introducing compelling covered structures within the skate/bike park environment can have. This impact not only relates to facilitating safe skateboarding/bike activity in the park during inclement weather, but also for opening up opportunities for special events, shade, artistic installations, and servicing hubs (water, power, multimedia). Our unique experience with skatepark/bike park specific roof structures has provided our team with a rare ability to provide custom architectural installations that are functional within the context of a complex action sports environment as well as visually striking, safe, durable and cost effective.
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49	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Through our comprehensive consultation and design process led by our experienced design-build professionals, our final skatepark/pumptrack/bike park solutions offer safe and inclusive opportunities for every ability of rider. This includes designated beginner zones, appropriate off-sets between obstacles, safe spectating areas, and safety + park etiquette signage. Our active understanding of how skate/bike parks and pump tracks allows us to design solutions that promote seamless flow and mitigate risks of conflict/collisions within the park. We pride ourselves on creating the most progressive action sports environments available to the public. Of paramount importance is the safety and welfare of the user group. The following measures are implemented to ensure user safety and a high level of accessibility for each park: - Terrain accessibility analysis for various skill levels and abilities - Fulfillment of relevant ADA requirements and enhanced design efforts to encourage use of the facility by individuals with disabilities - Crime Prevention Through Environmental Design analysis for all facilities - Considering views from adjacent properties and facilities - Noise reduction where applicable - Gender equity considerations during design process - Appropriate professional drawing review and seal during design development - Provision of post completion facility programming consulting (ie. lessons, events, etc) Further Information on Accessibility: As outlined in section 48, accessibility and safety must be considered when developing an inclusive public skateboarding/ BMX facility. Our team is no stranger to designing to various State/Provincial and Municipal accessibility requirements and is currently working with compliance officials for many of our parks underway in multiple jurisdictions throughout the United States and Canada. This work has afforded us with an in depth understanding of the most recent skatepark/bike park/pump track accessibility considerations, which we will utilize as a base for every project we undertake. However, our team desires to look beyond State regulations by exploring additional creative design options that will allow for an even more inclusive experience for active park users with physical impairments. Our recent work has included terrain design adaptations for skateboarders with visual impairments and Wheelchair MX riders who also desire to ride skatepark/bike park/pump track features.
50	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	New Line Skateparks' greatest advantage is offering the most innovative and comprehensive turn-key design-build solutions for municipal-grade skateparks, pump tracks and bike parks in both the United States AND Canada. This means: • Unparalleled Cross Border Experience: No other firm in our industry has the diversity of project exposure, resources and experience in both the United States AND Canada. In addition to our well-established portfolio across the United States, we have worked in all Provinces across Canada (for over 24 years). This has provided us with a unique ability to deliver the full suite of action sports design-build services that respond to the most diverse geographic climate conditions (including heavy freeze-thaw regions) and regulatory requirements of clients across the continent. • One-Stop and In-House: All primary key design professionals (licensed landscape architects and engineer) and construction personnel (licensed GC and ACI accredited concrete experts) are in-house and on-staff. We handle ALL aspects of the skatepark/pump/track design-build process – from project feasibility planning, fundraising assistance and site selection to full engineered design and construction execution (including associated facility landscaping and support amenities installation). • Unique and Extraordinary Project Delivery: We not only create world-class action sports facilities, but an amazing public spaces that serve as a marquee destinations for the community. On top of bold, compelling, and highly accessible forms of skatepark/pump track/bike park terrain inviting to all abilities, we work with local youth and families to create a 'signature' of community. This means 'landscape-led' sustainable civil programs, locally-inspired skateable/rideable art installations, adaptive design considerations, creative facility lighting and multimedia, integrated roof/covered structures, and strong connections to the surrounding park context. Our construction delivery process is predictable, budget and schedule certain, and unsurpassed in quality and longevity – proven with a track record of over 25 years of operation and 400+ completed projects.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	New Line Skateparks is not a certified WMBE, SBE or a veteran-owned business. However, we're committed to diversity in the workforce and support the use of such firms. We regularly partner with them and other subconsultants with small business status. As a firm, we embrace an inclusive environment by valuing all individuals and their many diverse backgrounds. Thus, we are better able to deliver high-quality services to our clients, create competitive advantages, and drive market leadership. It's an established United States government and New Line Skateparks policy to provide an equitable and proactive opportunity for minority businesses, small businesses, disadvantaged businesses, women-owned small businesses, and HUBZones to compete for New Line Skateparks subcontracts and purchases consistent with their capabilities, government requirements, and New Line Skateparks' Owner's contractual requirements. Our policy is to confirm that small business concerns, including those owned and controlled by socially and economically disadvantaged individuals, will have the maximum practical opportunity to participate in the performance of subcontracts awarded. New Line Skateparks employs equitable and proactive practices in offering opportunities to small and minority businesses. New Line Skateparks is proud of its past and current efforts in seeking, contracting with, and—more importantly—working with these small businesses. Our corporate history in meeting and exceeding subcontracting goals established in our small business plans is excellent. New Line Skateparks' approach is to actively seek minority businesses, small businesses, disadvantaged businesses, women-owned small businesses, and HUBZones that share our high-quality standards, service, timeliness, and reasonable cost.	*
52		Minority Business Enterprise (MBE)	☐ Yes ☒ No	N/A - Any Owner requirements for MBE subconsultant/subcontractor project participation to be addressed on a case by case basis.	*
53		Women Business Enterprise (WBE)	☐ Yes ☒ No	N/A - Any Owner requirements for WBE subconsultant/subcontractor project participation to be addressed on a case by case basis.	*
54		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	N/A - Any Owner requirements for DOBE subconsultant/subcontractor project participation to be addressed on a case by case basis.	*
55		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	N/A - Any Owner requirements for VBE subconsultant/subcontractor project participation to be addressed on a case by case basis.	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	N/A - Any Owner requirements for SDVOB subconsultant/subcontractor project participation to be addressed on a case by case basis.	*
57		Small Business Enterprise (SBE)	☐ Yes ☒ No	N/A - Any Owner requirements for SBE subconsultant/subcontractor project participation to be addressed on a case by case basis.	*
58		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	N/A - Any Owner requirements for SDB subconsultant/subcontractor project participation to be addressed on a case by case basis.	*
59		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	N/A - Any Owner requirements for WOSB subconsultant/subcontractor project participation to be addressed on a case by case basis.	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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60	Describe your payment terms and accepted payment methods.	New Line Skateparks will submit billing once monthly on a percentage of project completion basis with typical payment terms of net 30. Accepted payment methods are typically Check and/or ETF (Bank Transfer). Payment terms may be open to adjustment based on each unique client's needs.	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	New Line Skateparks is actively exploring financing options with National Cooperative Leasing (NCL) to provide Sourcewell members finance solutions. If our team is successful securing a Sourcewell contract, NCL traditional leasing and financing programs may be offered along with customized financing solutions.	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	1. Scope of Work and Price Agreement - Summary of Project Scope Inclusions/Exclusions, Schedule and Pricing Breakdown. 2. Supplementary Agreement Terms and Conditions - Addressing project-specific items such as prevailing wage, bonding requirements, project-specific items, and additional legal terms/conditions.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, not at this time. This may be something we explore in the future if successful on the Sourcewell contract to expand our offerings for participating entities.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Skatepark, Pump Track, Bike Park and BMX Track Design-Build Services and Labor are priced per relevant line-item, depending on the project scope. All design-build service pricing is presented at the unit level and includes both standard and Sourcewell discounted rates (7%). Any Sourced/Open Market Materials & Services will be priced on a cost plus a percentage basis, with our Sourcewell discount (7%) applied. For our design-build projects, development of a scaled Preliminary Concept Design will serve as the starting point to inform quantities for our base Unit Cost Breakdown. As design development progresses to the point of 100% Construction Documents (and if design amendments arise), this Unit Cost Breakdown will be updated, and correspond with an adjustment the overall project price (in conjunction with any Sourced Materials and/or Services). A complete line-item pricing workbook is included in the document upload section. Each billing cycle includes full invoice documentation showing installed quantities, stored materials, applicable unit prices, and supporting backup.	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are providing a 7% discount on all design-build services.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	If 3 or more projects are contracted on a single purchase order within the same municipality/community, an additional 3% discount will be provided for design services.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	As noted in section 64, Sourced Materials & Services will be priced on a cost plus percentage basis, with our Sourcewell discount (7%) applied.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We do not foresee any additional costs that would not be addressed within our pricing/pricing model.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Once a final product selection is resolved, we obtain the most optimal and cost-effective shipping rates for approval by the client.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Standard shipping would apply - container shipping for goods to Hawaii and Alaska. We regularly ship throughout Canada.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	New Line Skateparks does not offer any non-typical distribution or delivery methods.	*

72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Sourcewell pricing will be activated within our financial mgt system. Upon receipt of an order, all relevant management staff will be notified that the project is being contracted through Sourcewell. Each order will be cross checked against the Sourcewell price list prior to fulfillment. At the end of each quarter, sales will be reviewed and a report prepared for Sourcewell with all applicable sales and the appropriate fee.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	- Prospects per quarter introduced to Sourcewell purchasing option. - Clients per quarter contracted through Sourcewell. -Customer satisfaction survey per quarter for Sourcewell-contracted clients. - Quarterly level of compliance with Sourcewell reporting requirements (level of variance from 100% compliance).	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Two percent of gross sales.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	New Line Skateparks is providing Sourcewell participating entities with a 7% discount.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Skateparks AND Bike Parks (full design-build services) • Feasibility Planning and Project Funding Source/Fundraising Consulting • Site Selection Studies • Multi-Facility / Network Master Planning • Site Analysis (including drone surveys) • Concept Design, Technical Design and Construction Documents • Adaptive Design Consulting • Cast-in-Place Concrete Parks (above ground and inground) • Pre-Cast Concrete Elements • Asphalt Parks • Metal Parks • Wood Parks • Installation • Maintenance and Repair • Warranty • Post Occupancy Programming Consulting Pump Tracks (full design-build services) • Feasibility Planning and Project Funding Source/Fundraising Consulting • Site Selection Studies • Multi-Facility / Network Master Planning • Site Analysis (including drone surveys) • Concept Design, Technical Design and Construction Documents • Adaptive Design Consulting • Cast-in-Place Concrete Pump Tracks (above ground and inground) • Asphalt Pump Tracks • Organic Aggregate Pump Tracks • Installation • Maintenance and Repair • Warranty • Post Occupancy Programming Consulting BMX Tracks (full design-build services) • Feasibility Planning and Project Funding Source/Fundraising Consulting • Site Selection Studies • Site Analysis (including drone surveys) • Concept Design, Technical Design and Construction Documents • Adaptive Design Consulting • Cast-in-Place Concrete BMX Tracks (above ground and inground) • Asphalt BMX Tracks • Organic Aggregate BMX Tracks • Installation • Maintenance and Repair • Warranty • Post Occupancy Programming Consulting * New Line Skateparks also offers custom design-build services for support amenities for all key product categories listed above including: full landscaping, lighting, custom site furnishings, custom facility signage, etc)
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Sub Categories include skateparks, bike parks and pump tracks in multiple surface/build mediums as described in section 76
78	Describe your installation methods and if your company installs or if the entity finds their own installer.	New Line Skateparks installs all skateparks, bike parks, pump tracks and BMX parks directly.

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments *	
79	Skatepark	☒ Yes ☐ No	All components associated with the design and build of skateparks are offered.	*
80	If yes to 79: Skatepark-material including, but not limited to: concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions	☒ Yes ☐ No	All components associated with the design and build of skateparks are offered.	*
81	Bike Park	☒ Yes ☐ No	All components associated with the design and build of bike parks are offered.	*
82	If yes to 81: Bike Park-including but not limited to: concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions	☒ Yes ☐ No	All components associated with the design and build of bike parks are offered.	*
83	Pump Track	☒ Yes ☐ No	All components associated with the design and build of pump tracks are offered.	*
84	If yes to 83: Pump Track-including but not limited to: concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions	☒ Yes ☐ No	All components associated with the design and build of pump tracks are offered.	
85	BMX Track	☒ Yes ☐ No	All components associated with the design and build of BMX tracks are offered.	
86	If yes to 85: BMX Track-including but not limited to: concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions	☒ Yes ☐ No	All components associated with the design and build of BMX Tracks are offered.	
87	Equipment, Accessories, and Services related to the offering of the solutions described above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	☒ Yes ☐ No	All components associated with the design and build of BMX Tracks are offered.	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 88. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by

Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell Pricing Schedules (US and CAN) - New Line Skateparks.pdf - Thursday September 04, 2025 10:43:12
- [Financial Strength and Stability](#) - Financial Strength and Stability Support Documents.pdf - Wednesday September 03, 2025 18:33:07
- [Marketing Plan/Samples](#) - Sample Print and Digital Marketing Assets - New Line Skateparks.pdf - Wednesday September 03, 2025 18:33:50
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Sample Typical Transaction Documents - New Line Skateparks.pdf - Wednesday September 03, 2025 18:34:10
- Requested Exceptions (optional)
- Upload Additional Document (optional)

In Process

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 1 Skatepark Bike Park Pump Track RFP 090425 Tue August 26 2025 11:48 AM	☒	1
Amendment 1 Skatepark Bike Park Pump Track RFP 090425 Wed July 23 2025 07:22 AM	☒	1

In Process



**THE LEADER IN
INTEGRATED SKATEPARK
ENVIRONMENTS**

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that **New Line Skateparks FL, Inc.** does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of **New Line Skateparks FL, Inc.** proof of registration in the E-Verify system is attached to this Affidavit.

Signature: _____

Date: _____

Printed Name: Kyle Dion

Title: President and CEO

Entity: New Line Skateparks FL, Inc.

NOTARIAL ACKNOWLEDGMENT

^{city}
STATE OF Langley
COUNTY OF British Columbia
^{Province}

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 25 day of August, 2026, by Kyle Dion, Director of New Line Skateparks FL, Inc., a Florida corporation, on behalf of the corporation. He is ☐ personally known to me or ☒ has produced B.C. DL as identification.

[Notary Seal]

Notary Public Signature: _____

Name (typed, printed, or stamped): _____

My Commission Expires: Permanent

Grant M. Sauer
Notary Public
5B - 8880 202 Street
Langley, BC V1M 4E7
604-449-9590
Permanent Appointment



**THE LEADER IN
INTEGRATED SKATEPARK
ENVIRONMENTS**

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(14), Florida Statutes, the undersigned, on behalf of **New Line Skateparks FL, Inc.** (the "Entity"), hereby attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Signature: [Signature]

Date: 08/25/2026

Printed Name: Kyle Dion

Title: President and CEO

Entity: New Line Skateparks FL, Inc.

NOTARIAL ACKNOWLEDGMENT

^{city}
STATE OF Langley
^{province}
COUNTY OF British Columbia

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 25 day of August, 2026, by Kyle Dion, Director of New Line Skateparks FL, Inc., on behalf of the corporation. He is ☐ personally known to me or ☒ has produced BC DL as identification.

[Notary Seal]

Notary Public Signature: [Signature]

Name (typed, printed, or stamped): _____

My Commission Expires: Permanent

Grant M. Sauer
Notary Public
5B - 8880 202 Street
Langley, BC V1M 4E7
604-449-9590
Permanent Appointment

Client Enrollment

Review & Submit

COMPANY INFORMATION

EMPLOYER CATEGORY

HIRING SITES

CONTACTS

REVIEW & SUBMIT

Company Information

Company Name	Company ID	Doing Business As
NEW LINE SKATEPARKS FL INC	1288229	
DUNS Number	Physical Address	Mailing Address
	137 W MARION AVENUE #1 EDGEWATER, FL 32132	137 W MARION AVENUE #1 EDGEWATER, FL 32132
Employer Identification Number	County	Total Employees
32-0531713	Volusia	10 to 19
NAICS Code	Sector	Subsector
238	Construction (23)	Specialty Trade Contractors (238)

Edit Company Information

Company Category



**THE LEADER IN
INTEGRATED SKATEPARK
ENVIRONMENTS**

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(14), Florida Statutes, the undersigned, on behalf of **New Line Skateparks FL, Inc.** (the "Entity"), hereby attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Signature: _____

Date: _____

Printed Name: Kyle Dion

Title: President and CEO

Entity: New Line Skateparks FL, Inc.

NOTARIAL ACKNOWLEDGMENT

^{city}
STATE OF Langley
^{province}
COUNTY OF British Columbia

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 25 day of August, 2026, by Kyle Dion, Director of New Line Skateparks FL, Inc., on behalf of the corporation. He is ☐ personally known to me or ☒ has produced BC DL as identification.

[Notary Seal]

Notary Public Signature: _____

Name (typed, printed, or stamped): _____

My Commission Expires: Permanent

Grant M. Sauer
Notary Public
5B - 8880 202 Street
Langley, BC V1M 4E7
604-449-9590
Permanent Appointment