



Solicitation Number: 010721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Greenfields Outdoor Fitness, Inc.**, 2617 West Woodland Drive, Anaheim, CA 92801 (Vendor).

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

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

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is **effective upon the date of the final signature below.**
- B. EXPIRATION DATE AND EXTENSION. **This Contract expires February 5, 2025,** unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

11. LIABILITY

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

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

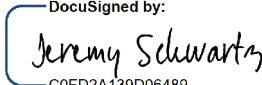
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits,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

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

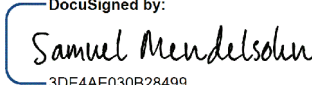
22. CANCELLATION

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

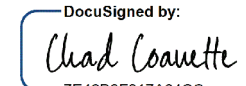
Sourcewell

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/3/2021 | 10:21 PM CST

Greenfields Outdoor Fitness, Inc.

DocuSigned by:

3DE4AE030B28499...
By: _____
Samuel Mendelsohn
Title: CEO/President
Date: 2/3/2021 | 8:10 AM PST

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 2/4/2021 | 6:24 AM CST

RFP 010721 - Outdoor Fitness Equipment with Related Accessories and Services

Vendor Details

Company Name:	Greenfields Outdoor Fitness Inc.
Address:	2617 West Woodland Drive Anaheim, CA 92801
Contact:	Sam Mendelsohn
Email:	Sam@GreenfieldsFitness.com
Phone:	888-315-9037 103
Fax:	866-308-9719
HST#:	27-2828642

Submission Details

Created On:	Saturday December 05, 2020 21:00:43
Submitted On:	Thursday January 07, 2021 14:55:44
Submitted By:	Sabina Majdanics
Email:	Sabina@GreenfieldsFitness.com
Transaction #:	746c050f-7fb6-4849-902e-af855957c255
Submitter's IP Address:	68.5.72.63

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Greenfields Outdoor Fitness, Inc.	*
2	Proposer Address:	2617 West Woodland Drive Anaheim, CA 92801	*
3	Proposer website address:	www.GreenfieldsFitness.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Samuel Mendelsohn CEO/ President 2617 West Woodland Drive Anaheim, CA 92801 T: 888-315-9037 E: Sam@GreenfieldsFitness.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sabina Majdanics Contract Administration Manager 2617 West Woodland Drive Anaheim, CA 92801 T: 888-315-9037 E: Sabina@GreenfieldsFitness.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Based in Orange County, California since 2007, Greenfields Outdoor Fitness, Inc. (a California corporation) has been pursuing its goal of fighting obesity and improving community wellness by installing outdoor fitness zones that are free for public use.</p> <p>Since our inception, Greenfields' equipment brand has been enthusiastically embraced by communities across North America for its high quality, multigenerational appeal, focus on inclusion, and multifunctional features. We are proud of having developed partnerships over the past decade with national non-profit organizations and healthcare providers, and we have seen great success helping build healthy communities, bringing free exercise to low-income neighborhoods and helping fight the national obesity epidemic.</p> <p>We strive to serve our customers who are of utmost importance to us and continue to develop and expand our different categories of outdoor fitness equipment, including:</p> <ul style="list-style-type: none"> -Resistance-Free Systems – part of Greenfields' time-tested Legacy Series, designed for low impact and mobility -Body-weighted Leverage Systems – also part of Greenfields' time-tested Legacy Series, designed for low impact exercises employing a portion of the user's own body mass. -Wheelchair Accessible Systems – part of Greenfields' patented Signature Accessible(TM) design (U.S. Patent 9,079,069) accommodating those in wheelchairs -Adjustable Resistance Systems – designed to bring indoor gym circuit training into the outdoors, these 20 different units allow users to adjust the level of resistance of their workouts. This line includes 3 units for those in wheelchairs. -Functional Fitness Rigs – taking inspiration from the CrossFit movement, Greenfields offers customizable Functional Fitness Rigs to fit the available space and community needs -Xtreme Ninja Course – unique, advanced designs taking after the American Ninja Warrior Games -Military Fitness Systems – customized, unique designs to support all branches of our Armed Forces (may not be suited to public spaces) <p>Greenfields' installations worldwide are a testament to the equipment's rugged construction, as they have stood up to years of use in socially and economically disadvantaged inner-city neighborhoods as well as every conceivable climate.</p> <p>By continually breaking new ground in the outdoor fitness industry, we constantly refine and add to our extensive product line. We remain true and dedicated to fulfilling our mission to "Promote Wellness & Fight Obesity One Community at a Time."</p>	*
8	What are your company's expectations in the event of an award?	<p>We hope to reach more communities and customers from the added exposure of Sourcewell's marketing to their members.</p> <p>Over the years we faced countless instances in which municipalities were not able to purchase what they wanted/needed due to convoluted purchasing processes. With the help of a Sourcewell contract we will be able to serve more communities across the country by offering this much needed amenity.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Greenfields is a multi-million dollar privately owned corporation claiming a stronger market share year after year since its inception and continuously increasing revenues on an annual basis. We maintain a large steady inventory without creating any long-term debt and liabilities. We currently have business checking and saving accounts in two banks (please find letters of references attached from both banks), line of credit with zero balance and credit terms extended to us by many long-term suppliers. For illustration, please find attached letters of references from our banks, suppliers and creditors.</p> <p>As a privately owned corporation, we have to opt out of providing detailed financial information that would become public record.</p>	*
10	What is your US market share for the solutions that you are proposing?	As Outdoor Fitness is a unique and specialized industry, it is difficult to obtain exact and accurate market share information. Based on our market research and feedback, we do know for certain that Greenfields is one of the largest suppliers and a leader in the industry. Some even refer to Greenfields brand as the Gold Standard.	*
11	What is your Canadian market share for the solutions that you are proposing?	In comparison with the US market, Canada's market is significantly smaller. However, Greenfields installations can be found in 7 provinces: AB, BC, MB, ON, NL, QC & SK, including an installation with the Canadian Armed Forces. We are looking to increase our Canadian market share through Sourcewell.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Greenfields has never petitioned for bankruptcy protection.	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Greenfields Outdoor Fitness Inc. is a manufacturer, designer and reseller of its own brand, Greenfields Outdoor Fitness. Greenfields also facilitates turn-key projects which include installations, shade canopies and other site amenities.</p> <p>Greenfields is unique in this aspect, as both are applicable since we are a manufacturer and dealer/ distributor of our own brand. We design, manufacture, and also sell our own brand. We sell our product directly to customers utilizing our Greenfields' employed in-house inside and outside sales teams as well as independent dealers.</p> <p>Unlike playground manufacturer reps – who are bound by predetermined territories designated by the manufacturers, which grant the reps exclusivity in their territories – Greenfields' philosophy is to allow access to ALL manufacturer reps to provide this much-needed amenity to the public. For this reason, Greenfields works with many of the manufacturer reps in the parks & recreation industry, as well as reps within the indoor gym and assisted living industries – some operating within the same geographic area. Therefore, our independent dealer network consists of 500+ manufacturer sales representatives who are authorized to re-sell our brand in North and Central America. Our independent dealer network enhances our ability to reach the greatest number of potential customers.</p> <p>We are also an authorized reseller/ dealer of shade canopies manufactured by Shade Systems. Please find written authorization attached. Shade Systems canopies complement our equipment and in turn help provide turn-key solutions for our customers. These additional amenities may be purchased directly through Greenfields, as we strive to make the shopping experience for our customers as easy as possible.</p> <p>As mentioned previously, Greenfields Outdoor Fitness is unique in this aspect. We design, manufacture, and also sell our own brand. We sell our product directly to customers utilizing our Greenfields in-house inside sales team and in-house outside sales team. We also work with an independent dealer network which consists of 500+ manufacturer representatives who are authorized to re-sell our brand in North and Central America. Our independent dealer network enhances our ability to reach the greatest number of potential customers.</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Greenfields maintains a current business license. No other specific licenses are needed to sell our product. We work with multiple subcontractors across the country to install our product and provide turn-key solutions for our customers. All subcontractors performing installations for Greenfields hold valid licenses applicable in their state, i.e. general contractors licenses.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A – Greenfields has never been subject to a suspension or disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	National Recreation & Parks Association - Annual VIP for the past 5 years National Recreation & Parks Association - Annual Platinum Sponsor for the past 5 years National Recreation & Parks Association - Parks Build Community Partner for the past 5 years Florida Recreation & Park Association - VIP Partner for the past 5 years	*
17	What percentage of your sales are to the governmental sector in the past three years	The percentage of our sales to governmental sector for the past three years is 65%	*
18	What percentage of your sales are to the education sector in the past three years	The percentage of our sales to educational sector for the past three years is 25%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Greenfields holds the following contracts: Clay County: Contract #1819-2 Palm Beach County: Contract#16006 City of Los Angeles: Contract#3705 County of Los Angeles: Contract# MA-IS-2040041-1 CMAS: Contract# 4-19-78-0102A Since we are a privately-owned corporation, we prefer not to provide detailed financial information that would become public record in accordance with Minnesota Statutes Section 13.591.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Yes, Greenfields is a GSA contract holder GSA: Contract# GS-03F-086-GA Since we are a privately-owned corporation, we prefer not to provide detailed financial information that would become public record in accordance with Minnesota Statutes Section 13.591.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles, CA	Mike Shull General Manager City of Los Angeles	213-202-2655	*
Miami-Dade County, FL	Maria Nardi Director Miami-Dade County Parks, Recreation and Open Spaces	305-755-7860	*
City and County of San Francisco, CA	Philip A. Ginsburg General Manager San Francisco Recreation and Park Department	415-831-2701	*
City of Miami, FL	Tom Calautti, BS, MA, CPSI Senior Construction Coordinator City of Miami, Parks & Recreation Department	305-416-1253	
Los Angeles Parks Foundation, CA	Judith Kieffer Executive Director Los Angeles Parks Foundation	310-472-1990	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Local Government - City	Government	Florida - FL	Equipment & Installation, turnkey projects	range of 150K +	1.1M +	*
Local Government - City	Government	California - CA	Equipment & Installation, turnkey projects	range of 100K +	500K +	*
Local Government - City	Government	Florida - FL	Equipment & Installation, turnkey projects	range of 60K +	500K +	*
Local Government - County	Government	California - CA	Equipment	range of 50K +	500K +	*
Local Government - City	Government	Michigan - MI	Equipment	range of 45K +	500K +	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	<p>Greenfields' sales force consists of an in-house inside sales team & in-house outside sales team employed by Greenfields.</p> <p>Our highly trained and experienced sales teams work relentlessly with our potential and existing customers. Our in-house inside sales team communicates with our key house accounts, reaches out to potential customers via phone, email and online portals and supports our outside sales team. Our outside sales team members frequently travel around the US & Canada to exhibit at trade shows (and during 2020, exhibit and present at virtual trade shows & conferences). At Greenfields, we believe in the personal touch as we highly value personal relationships with our customers. Prior to the 2020 pandemic, our sales team traveled on a regular basis to visit customers and make presentations in person. Even during 2020 pandemic to the extent allowed and recommended by CDC, we have continued to make presentations in person and via online remote portals such as Zoom. In addition, our sales team frequently holds educational seminars in person and remotely for our dealers and potential customers. During the unprecedented and challenging year 2020, our sales force quickly adjusted and has been able to reach many customers via Zoom and other remote online portals. With the ever-changing environment, now more so than ever, Greenfields continues to adjust the way our sales force works to ensure we utilize the latest technology in reaching our potential customers while maintaining our personal touch.</p>	*
24	Dealer network or other distribution methods.	<p>Greenfields works with many manufacturer reps in the parks & recreation industry, as well as reps within the indoor gym and assisted living industries. Greenfields' independent dealer network of 500+ sales representatives (as explained in Question 13a) is working across the US, Canada, and Central America. We work closely with our dealer network to ensure they are always educated and up to speed on our product. Prior to 2020, we held frequent in-person educational seminars for our dealers, and in 2020, due to the COVID-19 pandemic, we quickly adjusted, holding educational and training sessions via Zoom or other online portals. We maintain close relationships with our dealers to support their efforts in representing Greenfields in the marketplace.</p>	*

25	Service force.	<p>Customer Support Center (CSC):</p> <p>Greenfields' Customer Support Center (CSC) provides remote support to customers and installers worldwide. Our highly experienced team delivers expert technical assistance to customers during installation and serves as the point of contact for maintenance personnel once the project is completed.</p> <p>Field Service Force:</p> <p>Our field service force consists of Greenfields-employed technicians and Customer Support Center team members. Our field service technicians are thoroughly trained in our specific industry and our Greenfields brand to be able to resolve any technical and/or maintenance issue that may arise.</p> <p>Both our technicians and our Customer Support Center team receive many positive reviews and feedback from satisfied customers. We pride ourselves on the friendliness, professionalism, and speed in which we resolve all customer service needs.</p>	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer support center responds to customer requests received via phone, email, our website, or fax. Our official customer support hours are 8am – 5pm, but our dedicated team works overtime on many occasions to make sure any customer needs are resolved ASAP. Phones are answered by a live person with little to no hold time during the hours of 8am – 5pm. Email, website or fax inquiries are responded to within minutes to an hour in most cases, and no later than 24 hours. Our dedicated and highly trained customer support team assists customers with solutions for all customer service requests. Replacement parts are shipped within 24 hours of receipt of order. Our field technicians are scheduled accordingly for service and/or repairs. We constantly monitor and review the customer service team's performance and procedures to ensure our customer service is at the highest standard. Our commitment and effort is confirmed by satisfied customers who take time out of their busy days to send us notes of appreciation.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have been providing products and services to entities throughout United States and U.S. territories since our inception and will continue to do so.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have been providing products and services to Canada since inception and will continue to do so. Greenfields can be found in 7 provinces in Canada: AB, BC, MB, ON, NL, QC & SK	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None, we can provide goods & services throughout the US & Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Not applicable. We can serve all Sourcewell participating entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific restrictions apply. We have been and are able to service all of Hawaii, Alaska and U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Greenfields advertises and markets its product via a variety of marketing platforms.</p> <p>The Sourcewell Contract Number & Logo will be promoted via all our marketing platforms, including Greenfields' homepage, to ensure our current & future customers are aware of our contract with Sourcewell and understand its benefits:</p> <ul style="list-style-type: none"> Multiple industry-leading publications via print & email blasts Regular direct email blasts to our leads Social media Trade shows and other industry events Our main annual Source Book (catalog) distributed to all our dealers, as well as a variety of brochures specific to our specialty product lines. Greenfields' website – the Sourcewell logo will be placed in a prime location on our website's homepage, and we will develop a dedicated Sourcewell webpage to thoroughly explain all benefits of the Contract to our existing and potential customers. Virtual and live educational sessions - we will include Sourcewell in our educational sessions for customers as well as our dealers.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We invest a great amount of time and effort in keeping our website exciting, up to date, relevant and user friendly. Our website is optimized to rank high on all major search engines. We use social media (Facebook, Instagram, Twitter, Pinterest) to promote our product and post updates on regular basis. We make our posts fun and interactive to engage our followers.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>With the current pandemic it has become evident that outdoor fitness is an essential amenity. We would like to see Sourcewell promoting Greenfields to their Members via their website, social media, publications and trade shows to create a mutually beneficial environment, allowing both Greenfields and Sourcewell to serve many new customers and communities nationwide.</p> <p>We will integrate Sourcewell-awarded contract into our sales process by automatically educating our customers via the first communication we have with them about the benefits of becoming a Sourcewell member and the ease of purchasing through Sourcewell.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, we utilize Unison Marketplace (unisonglobal.com)

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>We provide detailed maintenance and operator/end user training program. Our maintenance training program takes the form of detailed a O&M Owner's Manual, which is provided complimentary with every project/order. Our field technicians, along with our customer support team, guide maintenance teams through equipment maintenance requirements. Our equipment is designed for outdoor use by unsupervised masses with very minimal maintenance requirements. This maintenance guidance and training is standard and complimentary.</p> <p>Operator training programs would refer to the use of our fitness equipment by the end user. This is done in form of instructional labels on each of our units, with detailed descriptions of suggested exercises. The instructional labels also feature QR codes which provide users the ability to view video demonstrations on their smartphones. We provide operator/end user guidance and training on our website and in our upcoming app. All of the operator/end user guidance is also complimentary.</p> <p>In cases in which our equipment is installed by others, we offer an on-site supervision and warranty inspection during installation (small fee applicable).</p>

37	Describe any technological advances that your proposed products or services offer.	<p>We strive to stay on top of any technological advances applicable to our industry that can improve our customers' experience with Greenfields' products and services. We implement the latest technology to streamline the ordering process, shipping, customer support, and project designs. Our R&D team continually researches and implements new and improved product designs and materials. We optimize our website to the latest standards.</p> <p>Greenfields Professional Series features a top-of-the-line adjustable resistance mechanism with a recently-enhanced resistance range unmatched by any other supplier in the outdoor fitness industry. The hydraulic piston offers both push and pull resistance in all applicable units. This mechanism is the fourth-generation model, tested for 1 million repetitions to ensure quality and durability.</p> <p>Greenfields has recently introduced a new anti-bacterial grip.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Greenfields is committed to constantly improving its green initiatives.</p> <p>Product:</p> <ul style="list-style-type: none"> • Equipment does not use electricity • Being installed exclusively in outdoor environments, our gyms require no air conditioning, further reducing customers' carbon footprint • No equipment lubrication necessary • Minimal maintenance • Molded product made of recycled components such as steel, HPDE, LLDPE, rubber grips. <p>Recycling in the manufacturing process:</p> <ul style="list-style-type: none"> • We recycle all scrap metal and other materials such as packaging, plastics, etc. <p>Green initiatives in the offices:</p> <ul style="list-style-type: none"> • Use of energy efficient light bulbs throughout our buildings • Reducing printed materials and printing altogether, emphasizing our digital literature 	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not Applicable	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Not Applicable	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Since no community is the same, the Greenfields team takes the necessary time to customize and personalize our gym designs for each project! Our dedicated sales team and dealers take the time with every customer to assure we cater to their specific needs and customize each project, accounting for the demographics of end users, space, budget and any other considerations.</p> <p>With the current pandemic, the nation has recognized the need for outdoor activities. With limited access to indoor gyms, the demand for outdoor fitness zones has increased exponentially. We are proud to provide unique and customized solutions with our outdoor fitness zones.</p> <p>Regardless of the size of the project, Greenfields offers complimentary consultation, site layout and design.</p> <p>We offer the largest selection of outdoor fitness equipment in North America, with over 150 components, including but not limited to:</p> <ul style="list-style-type: none"> • Patented Wheelchair Accessible line (U.S. Patent 9,079,069) – 10 different exercises • Patented Bi-Directional Adjustable Resistance mechanism – 18 different exercises • Customized functional fitness – Build Your Own Rig – 26 different components featuring countless exercises • We introduce new designs and products every year. In 2020, we introduced our exciting new X-Treme Ninja Course • Customized military fitness units <p>To accommodate every terrain, location, and geographic zone, we offer two installation methods for our equipment: In-Ground direct bury, and Surface Mount. These two options are reviewed and discussed with the customer to determine which option fits their needs the best.</p>	*

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all products, parts, and labor. Limited 10-year warranty on main post and metal structures Limited 5-year warranty on moving parts and bearings Limited 5-year warranty on seats and brackets Limited 3-year warranty on hydraulic pistons Limited 2-year warranty on footrests, armrests, rubber parts and chains Limited 1-year warranty on soft goods such as battle ropes, climbing ropes and suspension trainers All warranties cover failure due to natural deterioration or manufacturing defects and do not include any cosmetic issues or wear and tear from normal use. Detailed warranty attached.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, there are few restrictions that affect warranty coverage as listed below: 1. User weight limit is 300 lbs 2. Vandalism is not covered by warranty 3. Reclaimed water spray by irrigation voids the warranty 4. Natural disasters are not covered by warranty (falling trees, equipment being submerged)	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, when applicable, Greenfields has covered the expense of technician's travel time and mileage to perform warranty repairs.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We cover all geographic regions of United States or Canada. In many cases, repairs can be performed by maintenance staff under the guidance of our trained technicians. If for any reason repairs cannot be performed by maintenance staff, Greenfields deploys their own technicians to the site. We service all of U.S. and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Any items made by other manufacturers will be covered under their own applicable warranty. In our case, this would be applicable to Shades and/ or any additional site amenities not manufactured by Greenfields. All outdoor fitness equipment, however, is manufactured by Greenfields and therefore covered under our warranty.	*
47	What are your proposed exchange and return programs and policies?	Due to the unique nature of outdoor fitness equipment being installed in the ground, we at Greenfields make sure that each project and product is carefully handpicked by our experts per customer specifications, therefore exchanges and returns are not required. Should a situation arise where our product is damaged during transit, any necessary exchange or repair is covered under Greenfields warranty. 100% customer satisfaction is of utmost importance to Greenfields.	*
48	Describe any service contract options for the items included in your proposal.	Since Greenfields' equipment is extremely durable and requires minimal maintenance, customers should not have any out-of-pocket expenses for the first five (5) years (other than possible vandalism). Past the first 5 years, replacement parts are easily installed with minimal effort by the local maintenance/facilities crews. Therefore, there is no reason to engage in a costly maintenance agreement. However, should the customer wish to have a maintenance agreement, Greenfields will be happy to accommodate such requests.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Greenfields' terms are Net 30 for all public agencies.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, Greenfields provides financing options.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Our proposed order process will include the following steps:</p> <ol style="list-style-type: none"> 1.Determine needs including demographics, space, budget and any other specifications 2.Propose and explain Sourcewell contract option to the customer, emphasizing the benefits of an easy purchase reflecting Sourcewell discounted pricing without having to go through the expensive and lengthy public bid process 3.In case the customer is not a Sourcewell member yet, answer any questions they may have about the Sourcewell purchasing process and highlight the benefits of a Sourcewell cooperative purchasing agreement 4.Guide member to the Sourcewell website and explain the easy process of becoming a member 5.Finalize the project with customer, provide pricing quote with our Sourcewell contract number and expiration date 6.Receive PO from customer, finalize sale 7.Document Sourcewell sale utilizing our accounting system, accurately reporting quarterly Sourcewell sales and processing payment via provided Sourcewell reporting and payment template 8.All orders/ sales obtained through our dealer network are processed through Greenfields' internal accounting system and Salesforce, therefore the same tracking of sales applies. 	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Greenfields accepts P-card as a form of payment. We charge a 3.5% processing fee on credit card transactions. This fee is fully absorbed by the credit card processing portals.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	A line item discount of 7% off our current pricing list applies. Some price increases may be applicable annually due to changes in material costs and other aspects. The proposed 7% contract discount will be applied to the most current price. All pricing is listed in U.S. dollars.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices offered under this RFP is 7%.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Greenfields offers volume discount (based on per order amount) in addition to the standard 7% discount offered to Sourcewell members as follows:</p> <p>\$100K - \$199K + 1%</p> <p>\$200K - \$300K + 2%</p> <p>Above \$301K + 3%</p>	*

56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Greenfields has the ability and capability to provide open market items to the Sourcewell member based on customer and project needs. Any open market item or nonstandard options would be carefully reviewed with the customer assuring the best price. We can offer site amenities as open market items to create turn-key projects for customers if desired. Any open market items or nonstandard options will be quoted to customers ahead of time under the Sourcewell contract.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have included the basic construction costs for turnkey projects in this RFP pricelist. Additional costs may occur in case there are additional requirements based on the site location, local government permitting fees, additional concrete and/ or labor required. All these costs are calculated and quoted to the customer ahead of time directly by Greenfields.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Greenfields product consists of very heavy steel-based exercise equipment. Due to the nature of our product, shipping is an additional cost to our customers. Greenfields uses multiple third-party freight carriers to ensure the best and most economical delivery method for our customers. Shipping charges are quoted ahead of time to customer on the original proposals. Each order is carefully packed and wrapped inside large wooden crate(s) to prevent damage during transfer. Each crate is clearly marked with the project name, delivery address and other details. Our logistics team communicates closely with each customer to coordinate shipping and delivery to their desired location.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>The same shipping and delivery program and procedures apply as to the continental United States. For Alaska and Hawaii or any offshore U.S. locations, we calculate the estimated delivery time and cost, implementing same shipping procedures and quote the customer ahead of time.</p> <p>The same procedure applies for Canada (with the exception of importing/ exporting documentation and fees). We communicate with each customer in Canada regarding the importing/exporting process. We either use our customer's preferred broker – if they have a preference – or we use Greenfields' broker to export the goods. As with any other sale, all shipping and delivery fees are obtained and quoted to the customer ahead of time, ensuring the most economical options for our customers.</p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>We maintain a steady inventory of components needed to build our units. This allows us to offer the fastest delivery schedule in the industry.</p> <ul style="list-style-type: none"> - Our standard lead-time to ship out is 3 weeks - Rush orders can be prioritized to ship out within 1-2 weeks - Custom orders require additional time for design and fabrication. - Our product is carefully wrapped and packed in large wooden crates at our distribution facility. - Most of our units come fully assembled and carefully wrapped to prevent any damage during transportation. - We communicate dimensions and weight as well as tracking information and provide receiving instructions in advance. 	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>We ensure that Sourcewell participating entities get the correct pricing by internally verifying each quote. When a customer quote is generated, it goes through multiple internal channels, starting with the sales representative, then the estimator, and then moving to the accounting department. Compliance and pricing are therefore at least triple checked on each order.</p> <p>Greenfields already implements a self-audit process to verify internal processes and sales tracking.</p> <p>Our accounting system already has such tracking in place, in which we prepare reports and track sales by their origin/source.</p> <p>An accounting manager will prepare monthly and quarterly sales reports for the Sourcewell tracking code. This report is verified and validated by the Accounting Department first. We double check and compare all PO's and Salesforce tracking against the report. After the report is validated by Accounting Dept, it is submitted to Greenfields' CEO and upper management for final approval.</p> <p>Order documentation including invoices for all Sourcewell sales are available for review upon request.</p>	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Greenfields proposes a 2% administrative fee payable to Sourcewell. This fee will be calculated quarterly for all Sourcewell orders per contract.	*

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Our fitness equipment, related accessories and site amenities are designed for:</p> <ul style="list-style-type: none"> - Cardio training - Strength, agility, and mobility training - Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries <p>Greenfields product lines are divided into the following categories:</p> <ul style="list-style-type: none"> -Resistance-Free Systems – part of Greenfields' time-tested Legacy Series, designed for low impact and mobility -Body-weighted Leverage Systems – also part of Greenfields' time-tested Legacy Series, designed for low impact exercises employing a portion of the user's own body mass. -Wheelchair Accessible Systems – part of Greenfields' patented Signature Accessible(TM) design (U.S. Patent 9,079,069) accommodating those in wheelchairs -Adjustable Resistance Systems – designed to bring indoor gym circuit training into the outdoors, these 20 different units allow users to adjust the level of resistance of their workouts. This line includes 3 units for those in wheelchairs. -Functional Fitness Rigs – taking inspiration from the CrossFit movement, Greenfields offers customizable Functional Fitness Rigs to fit the available space and community needs -Xtreme Ninja Course – unique, advanced designs taking after the American Ninja Warrior Games -Military Fitness Systems – customized, unique designs to support all branches of our Armed Forces (may not be suited to public spaces) - Greenfields' predesigned packages - simplifying the ordering process even further, these packages are combinations of our most popular equipment, proven to serve a wide user base, already installed at multiple locations nationwide <p>In addition to Greenfields brand product lines, we offer Shade canopies customized to each project and site amenities.</p> <p>Along with the product, we offer the following services:</p> <ul style="list-style-type: none"> - Design and consultation - complimentary - CAD & 3D services - complimentary - Installation services – to provide customers with turnkey solutions - Post installation technical services - Customer support and replacement parts
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> - Public Park Design – customized layout design & unit selections to fit the needs of local park patrons - Active Seniors/ Older Adult Fitness – customized designs catering to the need of the growing active senior communities nationwide (senior centers, active senior living communities, etc.) - School & University Fitness Program – customized design to help schools bring fitness to all students - ROTC & JROTC – nationwide programs - VA hospitals and facilities – customized designs to provide fitness and physical therapy options for veterans including those with disabilities - Hospitals & Rehab Facilities – customized designs are helping healthcare workers to stay healthy

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

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional

comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Cardio Training Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	-Single Ski -2-Person Ski -Single Airwalker -2-Person Airwalker -Recumbent Bike -Upright Bike -Elliptical Cross Trainer -Hand Cycle – Seated -Hand Cycle – Wheelchair -Cardio Stepper with adjustable resistance -Battle Rope -Plyometric Steps -Rowing Machine -Rower with adjustable resistance	*
67	Strength, agility, and mobility training equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Professional Series -Butterfly Press (Adjustable Resistance) -Leg Press (Adjustable Resistance) -Squat Press (Adjustable Resistance) -Ab Toner (Adjustable Resistance) -Inner Thigh Adductor (Adjustable Resistance) -Back Extension -Sit-Up Bench -Triceps Press (Adjustable Resistance) -Chest Press (Adjustable Resistance) -Shoulder Press (Adjustable Resistance) -Vertical Press (Adjustable Resistance) -Arm Curl (Adjustable Resistance) -Hip-Twist (Adjustable Resistance) -Rower (Adjustable Resistance) -Bench Press (Adjustable Resistance) -Leg Extension / Curl (Adjustable Resistance) Legacy Series -Butterfly (bodyweight leverage system) -Reverse fly (bodyweight leverage system) -Back Press (bodyweight leverage system) -Triceps Press (bodyweight leverage system) -Chest Press (bodyweight leverage system) -Lat Pull Down (bodyweight leverage system) -Vertical Press (bodyweight leverage system) -Leg Press (bodyweight leverage system) -Leg Extension (weight) -Leg Curl (weight) -Weight Lift (weight) -Lower Body Stretching station -4-Person Twisting / stretching Station Obstacle Course -Rope Wall -Cargo Net -Rope Climb -Slalom -Over & under -Balance beam -Slanted Jump Boards -Overhead Ladder Functional Fitness -Standard Pull-Ups -Parallel Pull-Ups -Lat Pull-Ups	*

			<ul style="list-style-type: none"> -Cannon Ball Pull Ups -Rotating Pull-Ups -Dips -Leg Raises -Knee Raises -Parallel bars -High-Ring -Ring-Rows -Ladders (3 types) -Bulgarian Split squats -Wall Ball -Swedish Vertical Ladder -Swedish Curved Vertical Ladder -Incline Ladder -Kettle Bells Ninja Course -Horizontal Peg Grip -Ball Grip -Cone Grip -Ring -Vertical Peg Grip -Climbing Rope -Balloons -Cheese Walls -Peg Wall -Tire -Pull-Up Bar -Spider Web -Rotating Rings -Floating Bridge -Spider Walk -Trapeze -Final Wall -Pull-Up Wheel -Pull-Up Triangle -Swing -Slanted Jump Boards 	
68	Vocational and exercise/sports rehabilitation or therapy	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>10 different exercises for those in a wheelchair:</p> <ul style="list-style-type: none"> -Wheelchair Accessible Lat-Pull Down (fixed weight) -Wheelchair Accessible Vertical Press (fixed weight) -Wheelchair Accessible Chest Press (fixed weight) -Wheelchair Accessible Butterfly (fixed weight) -Wheelchair Accessible Reverse-fly (fixed weight) -Wheelchair Accessible Hand-cycle -Wheelchair Accessible Triceps Press (Adjustable Resistance) -Wheelchair Accessible Vertical Press (Adjustable Resistance) -Wheelchair Accessible Shoulder Press (Adjustable Resistance) -Wheelchair Accessible Big Wheel Stretch <p>Low impact movements for rehabilitation</p> <ul style="list-style-type: none"> -Recumbent Bike (resistance free) -Upright Bike (resistance free) -Mid-Section stretching station -Lower body stretching station -Upper body stretching station -Air-walker 	*

69	Services related to the solutions above	<div><div><input checked="" type="radio"/> Yes</div><div><input type="radio"/> No</div></div>	<div><div>-Provide Complimentary design consultation service</div><div>-Provide Complimentary site layout design</div><div>-Provide Complimentary CAD DWG service</div><div>-Provide Complimentary 3D service</div><div>-Provide Complimentary customization of Functional Fitness Rigs</div><div>-Provide additional Site Amenities – such as Benches, Trash Receptacles, and Bike Racks</div><div>-Provide Custom Shade (when applicable)</div><div>-Provide Installation services (where applicable)</div><div>-Provide Post Installation Technical support</div><div>-Provide Customer Support Service</div></div>	*
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Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<ul style="list-style-type: none"> - Internal Salesforce program - lead follow-ups - Internal Salesforce program - for reporting - Accounting system - monthly and quarterly sales reviews - SourceWell – quarterly reporting
71	Describe the serviceability of your products and how that impacts the durability or longevity of your product.	<ul style="list-style-type: none"> - It starts with structures that are designed to be simple to use and durable enough to withstand the elements - From a steel production standpoint, galvanization and powder coating are standard - Ergonomic seats & backrests and other related platforms are made with low-heat conducting LDPE & HDPE materials - Use of tamper resistant hardware - All grips are made of low-heat conducting rubber, shaped for easy use - All parts are simple to replace - Designed to require minimal maintenance - Installations across the country continue to serve the communities past their warranty period
72	Describe any design or material specification-related attributes that differentiate your offering.	<ul style="list-style-type: none"> - Safety mechanisms are installed in all units with moving parts – SafeStop is an internal range limiter designed to protect the user and the equipment from overextension and damage - Galvanized steel and two layers of powder coating to increase the longevity and durability of our products - Durable LDPE & HDPE materials - New antibacterial grips
73	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	Greenfields is committed to ensuring safe and inclusive exercise opportunities for teens, adults, and seniors. To ensure user safety, Greenfields strives to comply with all of the voluntary specifications of ASTM F3101-15. Our patented Signature Accessible fitness equipment (U.S. Patent 9,079,069) represents the industry's most substantial offering of outdoor fitness equipment for those with disabilities and is designed to allow wheelchair users the opportunity to exercise alongside the able-bodied.
74	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	<p>Resistance Mechanism: Greenfields' Professional Series resistance cylinder with a patented active valve function allows for both a silent and smooth operation. With nearly linear load characteristics invariant to speed, the motion characteristics are optimized for the most gentle and safe muscular exercise. The minimum load of a few pounds can be set and controlled to fit the elderly and those undergoing rehabilitation. Resistance can be adjusted gradually to 100+ pounds resistance, depending on the unit. The resistance mechanism has been tested for 1,000,000 repetitions.</p> <p>Bearings: Greenfields' designs boast a smooth operation and an unparalleled range of motion. This is achieved by the use of HRB stainless sealed ball bearings with a life cycle of 10,000 hrs.</p> <p>Wind load: All fitness equipment main structures (posts) are designed to meet Miami-Dade county's requirement of a live-load being 60 lb/sq.ft, as well as a 175 mph. wind load</p> <p>Snow Load: Given the small profile of Greenfields equipment, there is no concern for snow load, as it will just surround the unit. Greenfields' galvanizing & powder coating processes have a proven record in snow and cold conditions.</p> <p>Clamps for pull-up bars: All Greenfields' bars connections to clamps are welded. This is to prevent the bars from spinning in their housings, making them the safest bars in the industry.</p> <p>Hot-Dip Galvanize: The hot-dip galvanizing process coats the fabricated structure both inside & out, providing extra durability for ocean front projects.</p>

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

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

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Outdoor Fitness Equipment_RFP 010721 Mon November 16 2020 01:24 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Outdoor Fitness Equipment_RFP 010721 Thu November 12 2020 11:54 AM	<input checked="" type="checkbox"/>	1