

**Solicitation Number: 010721****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Outdoor-Fit Exercise Systems Inc., 50 Thornhill Drive Unit 4, Dartmouth, NS B3B 1S1 Canada (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 Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

11. LIABILITY

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

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

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

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

Outdoor-Fit Exercise Systems Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/3/2021 | 10:23 PM CST

DocuSigned by:
John Lewis
EA06C49D4D714B1...
By: _____
John Lewis
Title: President
Date: 2/3/2021 | 10:43 AM CST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 2/4/2021 | 6:26 AM CST

RFP 010721 - Outdoor Fitness Equipment with Related Accessories and Services

Vendor Details

Company Name: Outdoor-Fit Exercise Systems Inc.
Address: 50 Thornhill Drive
Unit 4
Dartmouth, Nova Scotia B3B1S1
Contact: Dan MacMaster
Email: dmacmaster@outdoor-fit.com
Phone: 902-444-3447 2319
Fax: 902-444-3447
HST#: 87694 8100 RT0001

Submission Details

Created On: Friday December 11, 2020 12:47:44
Submitted On: Wednesday January 06, 2021 10:16:20
Submitted By: John Lewis
Email: jlewis@outdoor-fit.com
Transaction #: 03741b2c-6d9c-4ebf-9f19-e97512c8246d
Submitter's IP Address: 24.222.52.39

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):	Outdoor-Fit Exercise Systems Inc.
2	Proposer Address:	50 Thornhill Drive, Unit 4 Dartmouth, NS B3B1S1 Canada
3	Proposer website address:	https://outdoor-fit.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):	John Lewis - President 50 Thornhill Drive, Unit 4 Dartmouth, NS B3B 1S1 Canada jlewis@outdoor-fit.com 902-444-3447 ext. 2318
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dan MacMaster - Business Development Manager 50 Thornhill Drive, Unit 4 Dartmouth, NS B3B 1S1 Canada dmacmaster@outdoor-fit.com 902-444-3447 ext. 2319
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>Outdoor-Fit was conceived in the late 90's by John Lewis (President) as he was looking for a place to workout in parks when taking his kids to local playgrounds. Realizing there was nothing available for adults he started building prototypes as a hobby. After realizing he had a product, Outdoor-Fit became a company in 2003. Since then Outdoor-Fit has grown its business year after year and has brought some of the most innovative outdoor fitness products to market.</p> <p>Outdoor-Fit Exercise Systems has a simple philosophy: Develop rugged, tamperproof and weatherproof exercise equipment that brings the quality of indoor commercial exercise equipment to the great outdoors.</p> <p>The company and our products are based on the passionate belief that outdoor fitness equipment should deliver real exercise, and be designed for the real fitness requirements of its users. Every Outdoor-Fit product has been designed to include our core values and key features (below). It's the way we approach each and every product we develop, with an eye to providing tamperproof, weatherproof, and safe exercise equipment to users in the world's toughest environments.</p> <p>Core Values/Key Features:</p> <p>Tamperproof: At Outdoor-Fit we only use rounded head stainless steel carriage bolts with all nuts and other hardware inaccessible on the inside of the padlocked center column. Proven in some of the harshest environments around the world.</p> <p>Weatherproof: Built rugged and durable, our multigyms and cardio climber can be installed anywhere - in an indoor facility or in the great outdoors.</p> <p>Space efficient: Our multigym units provide multiple exercise stations for multiple users on one unit, packing a lot of fitness options into a small space. Our Everest Cardio Climber has also been designed to take up as little space as possible.</p> <p>Built for real exercise: Designed with correct biomechanics, our outdoor fitness equipment provides real exercise value without the risk of injury for all fitness levels from beginner to athlete.</p> <p>Easy to install: All our units have been designed to make installation as quick and easy as possible. Every unit has all smaller components pre-installed by Outdoor-Fit and is always test built in house before shipping.</p> <p>Low maintenance: Built with extra thick steel plate, heavy duty aluminum, stainless steel, and super durable polyester paint, low maintenance is guaranteed</p> <p>In our 17+ years in business we pride ourselves in building products that stand the test of time. Units that were sold in 2003 are still operational today. Being a smaller company that is solely focused on making the best outdoor fitness equipment in the world has allowed us to bring to market innovative products and product features not seen on any other brand of equipment.</p>
8	What are your company's expectations in the event of an award?	<p>Being awarded a Sourcewell contract will allow us to keep growing our revenues year over year. We also feel an awarded Sourcewell contract will allow us to grow revenues and our marketing share in key market segments across the US and Canada as organizations will be able to streamline procurement processes with Sourcewell.</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>Outdoor-Fit Exercise Systems has never been in debt, or even used credit other than business credit cards for day to day purchases. Despite having a line of credit with our bank, we have never used our business line of credit. Outdoor-Fit has never been late on payment or in collections with any supplier or vendor.</p> <p>Previous 3 years financial records are attached.</p> <p>Letter of reference from our bank is also attached.</p>
10	What is your US market share for the solutions that you are proposing?	5-15%
11	What is your Canadian market share for the solutions that you are proposing?	5-15%
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Outdoor-Fit Exercise Systems Inc is a manufacturer of outdoor fitness equipment. Outdoor-Fit sells and distributes its products in two ways. Direct and through a dealer/sales agent network.</p> <p>Outdoor-Fit has in house sales/service staff that are employees. Outdoor-Fit sales staff work with customers and end users for any sales that are sold direct. On top on day to day sales activities, Outdoor-Fit's staff is constantly reaching out to new or prospective customers to introduce our products and brand. If a customer or end user wants or needs to make a purchase through a dealer/distributor, Outdoor-Fit's sales staff will work with that dealer/distributor to close the deal.</p> <p>Outdoor-Fit has a dealer/sales agent network that covers all of North America. These distributors are authorized dealers of our product. This network also handles local installations and service calls if required. Outdoor-Fit will be involved as little or as much as the dealer wishes to move a sale along or to assist with any service or maintenance issues. Our dealer network typically does not handle the product. When an order is placed with a dealer, our dealer places an order with us. We build the product and ship directly to the customer. If the dealer is providing installation services, the dealer will meet the equipment on site to complete the installation.</p> <p>Any customer, whether sold direct or through the dealer can call/email Outdoor-Fit directly for any product or service questions.</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.	N/A	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

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	Export Business of the Year - Silver - Halifax Chamber of Commerce - 2019	*
17	What percentage of your sales are to the governmental sector in the past three years	95%	*
18	What percentage of your sales are to the education sector in the past three years	5%	*
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?	Nova Scotia, Canada Outline Agreement - \$75,000 MN State Swift Contact (Through our dealer Minnesota/Wisconsin Playgrounds) - \$102,553	*
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?	GSA Schedule: GS-03F-134DA Contract held through our dealer McFall Consulting Inc. Sales: \$35,179	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
MN Department of Corrections	Tom Wagner	(507) 334-0744	*
San Bernardino County Sheriff's Office	Marion Browne	(760) 530-9352	*
Town of Riverview	Gary Cole	(506) 387-2024	*

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 *
Manitoba Department of Corrections	Government	MB - Manitoba	Supply and delivery of 14 Apollo Multigyms, 1 Everest Cardio Climber to multiple facilities	2018 - \$6,695 2019 - \$114,975 2019 - \$114,975	\$236,645
Ohio Department of Corrections	Government	Nevada - NV	Supply and delivery of 17 Helios Multigyms & 4 Everest Cardio Climbers to multiple facilities	2018 - \$22,404 2018 - \$6,600 2018 - \$6,600 2018 - \$10,464 2019 - \$36,874 2019 - \$41,196 2019 - \$10,404 2020 - \$69,760	\$204,302
Nye County Sheriff's Office	Government	Ohio - OH	Supply and delivery of 18 Helios Multigyms & 4 Apollo Multigyms to two facilities	2020- \$199,720	\$199,720
County of San Bernardino	Government	California - CA	Supply and delivery of 32 Titan multigyms	2019 - \$99,645 2020 - \$52,980	\$152,625
Montana Department of Corrections	Government	Montana - MT	Supply and delivery of 7 Apollo Multigyms and 2 Helios Multigyms	2018 - \$52,680 2019 - \$88,224	\$140,904

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>Our inhouse sales force has the capacity and ability to handle any request from participating entities. Our Head Office is in Dartmouth, Nova Scotia, Canada. We currently sell to and service customers from all over the world from our Dartmouth location. Due to the nature of our product, all sales and service questions can be handled from our Dartmouth location.</p> <p>We pride ourselves in being a small but mighty company with the willingness and drive to grow. We have made investments in processes and software to make our sales force and sales process as efficient as possible. Our sales team has the ability to handle all inbound requests, work on current opportunities, follow up on leads and prospect new customers.</p> <p>While we do utilize technology and software to streamline our sales process, we do still take an "old school" approach when dealing with potential customers. Our staff always picks up the phone and makes a call to prospective customers. This allows us to build a relationship with customer, understand their project and product needs/wants and provide all customers with the best possible solution for their project.</p> <p>The following are the fulltime employees of Outdoor-Fit focused on sales.</p> <p>John Lewis - President Dan MacMaster - Business Development Manager</p> <p>As Outdoor-Fit continues to grow, so will our staff. We have plans to hire another fulltime sales staff in 2021.</p>

24	Dealer network or other distribution methods.	<p>Outdoor-Fit is constantly looking to grow its dealer/distribution network. We have a wide spread network across North America. Depending on the project and scope of work involved, Outdoor-Fit will be involved as little or as much as the dealer wishes to help close the deal. As outdoor fitness equipment becomes more and more popular, our strong dealer network will help Outdoor-Fit continue to grow.</p> <p>As mentioned above, our dealer network typically does not handle the product. Outdoor-Fit handles all distribution, freight and delivery. This makes things a lot easier for our dealers as they do not have to worry about storing product, moving product to final install site, etc. The other benefit of Outdoor-Fit handling all freight has to do with customs.</p> <p>As we are a Canadian company, customs paperwork is required to ship product to the US. Currently we do around 90% of our business to the US and ship products every week. Because of this, we are very well versed in the process to ship our equipment across the border. We have never had a shipment be delayed or held at the CAN/US border for customs or import reasons.</p> <p>Outdoor-Fit provides all dealers with all the sales/marketing tools that are available to help dealers sell and market our products. When a new dealer or distributor signs up with us, we always hold a zoom conference call to train all staff on our products & services.</p> <p>Dealer/Distribution network is attached</p>	*
25	Service force.	<p>Outdoor-Fit has a dedicated in-house staff to handle all service inquiries. On top of that staff member, the Sales staff are also capable of handling any service inquiries.</p> <p>As our equipment is built so robust we have very few areas or parts that will require service. Almost all service issues can be handled quickly by phone and email with parts being shipped out after issue is identified.</p> <p>If local service is required, our dealer network in that area acts as our local service force as well. See attached dealer network list.</p> <p>The following are the fulltime employees of Outdoor-Fit focused on service.</p> <p>Derek Walker – Logistics Coordinator</p>	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Prompt and professional customer support is a core function of our business and one that we handle very well.</p> <p>As soon as a service request call or email comes in, our team handles this inquiry immediately. If request was sent after hours and cannot be handled at that time, we contact our customer first thing next business day. We work with customer to determine issue(s) and any parts that are required. Once a solution is determined we will either provide customer with quote if unit is no longer covered under warranty, or provide customer with a warranty sales order. Once the parts order is confirmed we package up part(s) and ship that day. Our common "wearable" part items are always in stock and ready for immediate shipment. Any odd part that needs to be replaced can be manufactured within a few days and shipped as soon as parts are built.</p> <p>Once parts are packaged and shipped a customer will receive packaged within 1-5 business days depending on their location.</p> <p>If a customer is just having an issue with their equipment and nothing is broken we will work with customer on a solution. We may ask customer for pictures or videos on what they are experiencing with their equipment. We can also set up a zoom call to view the issue "live" on a call. In these cases, we will work with customer to resolve issue as soon as possible and will work with customers schedule.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We are extremely willing and able to provide our products to Sourcewell entities in the United States. We have sold our products into every state in the US (including Hawaii & Alaska), so any logistical issues are of no concern to us. Currently 90% of our business is done in the US and we are very comfortable working with customers in this market.</p> <p>We also have the capacity to grow our business in the United States. We are optimistic that if awarded a Sourcewell contract, we would be able to grow our business in the US, across our wide range of market sectors. Our operations are set up and ready to expand to meet increase demand and sales of our products. All suppliers and vendors that are used to manufacture our equipment also have the capacity to grow with us.</p>	*

28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Very similar answer to the US above.</p> <p>We are extremely willing and able to provide our products to Sourcewell entities in Canada. We have sold our products into every Province in Canada. We are also a Canadian company and manufacture all components in Nova Scotia Canada. Sourcewell entities that are in Canada will appreciate the fact that quality outdoor fitness equipment is manufactured locally.</p> <p>Like mentioned above, we have the capacity to grow our business in Canada. We are optimistic that if awarded a Sourcewell contract, we would be able to grow our business in Canada, across our wide range of market sectors. Our operations are set up and ready to expand to meet increase demand and sales of our products. All suppliers and vendors that are used to manufacture our equipment also have the capacity to grow with us.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
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?	None	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>If awarded a Sourcewell contract, we will implement this into all levels of our marketing strategy. We spend a lot of time and money on our website to have strong SEO performance. Currently our site is one of the top ranked pages when you perform several key outdoor fitness equipment search terms across North America. We would build out a "Sourcewell info" page under our How to Buy section. This would provide details on the Sourcewell contract, benefits, and more to provide as much information as possible to Sourcewell entities. We would also likely add the Sourcewell logo to the footer of our website mentioning we are a contract holder. Clicking this logo would bring users to our "Sourcewell page". As this is more of a passive marketing strategy we would also implement Sourcewell into our active marketing.</p> <p>We have a large database of contacts across the wide range of industries we work with in North America. We direct market to our database through mass emails once per month as well as a direct mail out, once or twice per year. If awarded a Sourcewell contract we would be sending a mass email to our database (20,000+ contacts) notifying that Outdoor-Fit has been awarded a contract, what that means, how to buy, etc. We would also add a footer to all future mass email mentioning we are a Sourcewell contract holder. We would also include Sourcewell into our physical brochures and direct mail campaign. We would include the Sourcewell logo and a section of our brochure to highlight we are a Sourcewell contract holder and what that means for our customers.</p> <p>We also use social media and blog posts as a key marketing strategy. If awarded a Sourcewell contract we would publish a post about the benefits of Sourcewell on our website and share that post through our social media channels. We would also make mention in regular social media posts and paid social ads that we are a Sourcewell contract holder.</p> <p>We would also explore industry magazine ads and direct marketing through mailing lists. This would include Sourcewell entity list (if possible).</p> <p>Our plan, if awarded, is to make as many people aware about our products and the fact we are on a Sourcewell contract. Obviously, all the above or any marketing we would do to promote our Sourcewell contract would be first sent to our Sourcewell administrator for approval.</p> <p>Attached is a sample of a brochure/presentation we would send.</p>	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Any of the digital marketing we would do to promote our Sourcewell contract would include tracking/analysis to make sure we make the best use of our marketing dollars. All social posts and ads will include conversion tracking metrics and will be analyzed to make any changes we may determine that are needed. All social ads will also have a custom landing page to further track our "conversion rate" and provide customers with a Sourcewell specific landing page after clicking on ad.</p> <p>We will also start implementing key search terms that include "Sourcewell" into our SEO strategy. These terms will be added to our list of terms we track performance of. With the help of our marketing firm, we will make any changes and add any content that is deemed necessary to improve the SEO performance of our site.</p> <p>If awarded contract we will be building any and all levels of digital tracking into our current digital strategy with our marketing company.</p>	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Once contracts are awarded for this RFP, I would think Sourcewell would send a notification to all participating entities that this RFP has been awarded and list the vendors that have been awarded a contract. After that, just like with all other contracts, Sourcewell will list vendors and awarded contracts on the Sourcewell website.</p> <p>If awarded a Sourcewell contract, this will become a key part of our sales process. Currently when we are speaking with a prospective customer we always ask a question around purchasing timeline and how will equipment be bought during our initial phone conversation. If awarded contract we will be bringing up the fact we are a Sourcewell Contract holder during our initial phone call. If our prospective customer is a Sourcewell entity, they will know this will streamline the purchasing process for them. If they are not a member of Sourcewell, we can explain the benefits to them and potential have them sign up to be a Sourcewell entity.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Currently the only e-procurement system that our equipment is on is through GSA and GSA Advantage. We currently use a third-party dealer to sell our equipment through their GSA Schedule. As part of being on a GSA Schedule our equipment is listed on the GSA Advantage e-commerce site.</p> <p>Various branches of the US Military have purchased our equipment through GSA and the GSA Advantage website.</p>	*

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>The products themselves include detailed full color instructional placards to explain how to properly use equipment and perform exercises. Each placard also includes a QR code that can be scanned. When scanned more detailed information on exercise and how-to video is shown.</p> <p>By the end of Q1 2021 we will also have full programming guides that will be provided to all customers. These guides will provide detailed sample workouts that can be done, tips to get community engaged with the outdoor fitness equipment, best practices for installation and equipment positioning and more. This programming guide will be provided at no extra cost to a customer.</p> <p>From a service/maintenance side, all products sold include detailed installation instructions & maintenance/service guides. If a Sourcewell entity has any questions or requires more detailed information/training, that can be arranged at no cost. We have put together videos, set up zoom calls, and created additional training documents in the past when required by customer.</p>	*

37	Describe any technological advances that your proposed products or services offer.	<p>Some technological advances/features that are not available on any other brand of outdoor fitness equipment:</p> <p>Chin/Dip Assist Mechanism: As most of the population cannot complete a chin up or dip with their own bodyweight, our Apollo & Helios models include a unique chin/dip assist mechanism. Like with a chin/dip assist machine you would see in an indoor commercial fitness center, this mechanism reduces the users body weight. This allows users to complete full reps and build muscle. The assist system has four assistance settings that changes the amount of assistance from 125 lbs., 105lbs, 85lbs & 65lbs. As users get stronger, they can reduce the amount of assistance or not use the assistance mechanism at all. Everything for this system is shielded from the user and is on the inside of the machine. Any pinch points or entrapment areas have been removed or are guarded to ensure user safety.</p> <p>100lb High/Low Pulley System: Our Apollo Multigym features a truly unique station in the outdoor fitness market. The Apollo includes a fully adjustable, 100lb, high/low pulley station. A high/low pulley station is one of the most popular pieces of exercise equipment at any indoor fitness center. You can perform dozens of exercises on a high/low pulley station and target every major muscle group in your body. The system on the Apollo is adjustable from 10lbs to 100lbs in 10lb increments. As outdoor environments are typically unsupervised we have developed and designed several unique features to make sure this station is safe for outdoor use.</p> <p>All the moving components of the high/low pulley system are inside the unit. The unit features a bullet proof Lexan gate that shields the weight plates and selector pin. When the gate is down or "closed" the system can be used. As soon as you slide the gate "up" the weight stack system locks down and cannot be moved. This eliminates any pinch points or crush zones around the weight plates. The selector pin is also a unique design. The pin travels in a security track and cannot be removed from the equipment.</p> <p>You can also lock down the high/low system so it cannot be used. If equipment is in a correctional facility, this can be done if inmates are acting up. If installed in a park, this can be done when park is closed or for the winter months for example or for any reason the entity does not want equipment being used.</p> <p>Using the locking mechanism, you can also set the weight and not allow adjustment. If you want the equipment set at 30lbs for example, you can set this weight and lock the Lexan gate from opening, preventing adjustment.</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.	N/A	*
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.	N/A	*
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.	N/A	*

<p>41</p>	<p>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>	<p>All our products include features not seen on other brands of outdoor fitness equipment. For one, all our equipment is designed with correct exercise biomechanics. This means that your body is moving the way it was designed to move and reduces the risk of exercise related injury. Proper exercise biomechanics is important for any exercise equipment, but is especially important with outdoor equipment as it is typically placed in unsupervised environments. Many outdoor fitness manufacturers have poor biomechanical design with their fitness equipment.</p> <p>On top of correct exercise biomechanics our equipment offers legitimate exercise value. As we come from a commercial fitness background with over 40 years of experience, we only make equipment that offers legitimate exercises. The exercises you find on our outdoor fitness equipment can all be found in a commercial indoor fitness center. Unfortunately, a lot of outdoor fitness equipment on the market has little to no real exercise value.</p> <p>All of Outdoor-Fit's equipment is also completely tamperproof. Nothing can be removed from the equipment to damage or break the equipment. The "inside" of our equipment is shielded by a padlocked access hatch. This means that all the internals of our equipment cannot be accessed by vandals. All our equipment is built from heavy gauge steel and all bolt on components are fastened with stainless steel rounded head carriage bolts. The nuts for all bolts are inside the unit and not accessible due to our locked access hatch. Many competitors use "tamper resistant" hardware such as Torx or Hex bolts to assemble their equipment. Torx and Hex bits are now common and anyone with a Torx or Hex screw driver or bit could disassemble equipment using this hardware.</p> <p>We can also customize our equipment to match any color scheme or entity colors a customer may want to go with. The most common industry we customize units for is schools/university's. We can also customize our instructional placards to include entity logos or custom QR codes.</p>
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Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Yes. Our warranty covers all products, parts and labor for our equipment. Our standard warranty is 1 year on moving parts and 5 years on structural components.</p> <p>If a customer has an issue with our equipment they are to call or email with the issue. Our service department will handle that request. Typically, when there is an issue, we will speak with customer on phone to determine the issue. We will usually ask for some pictures of the equipment/broken part for reference. As our equipment is so robust and durable, our warranty enquiries are typically for common wearable items such as cables. Once we determine the solution, parts will be packaged up and shipped to customer at no charge. Replacement instructions will be sent at this time.</p> <p>Warranty document is attached.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This warranty does not cover any product, component part or accessory, which Outdoor-Fit determines to be defective due to abuse, neglect or lack of maintenance. In addition, the warranty will be void if the equipment has been modified or altered in any way.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>If a defect or damage involves a component or part that can reasonably be replaced or serviced by the customer, Outdoor-Fit will be responsible only for providing, at no charge, a replacement part and instructions.</p> <p>If the repair or replacement warrants a technician for proper installation, travel time and mileage will be covered under warranty.</p>
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Outdoor-Fit sells to and services all regions of the United States 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?	Our proposal will only include equipment and parts that are made in house. Therefore, all equipment and parts included in this proposal are covered under our standard warranty.
47	What are your proposed exchange and return programs and policies?	If an issue arises with a piece of equipment, as mentioned above, the customer is to call and send pictures of the damage. If Outdoor-Fit determines a part needs to be returned for further evaluation, the customer is responsible for any shipping related charges to return defective part to Outdoor-Fit. Once warranty is confirmed by Outdoor-Fit, we will pay all the shipping related charges to return the warranty part to the customer at no cost to the customer.
48	Describe any service contract options for the items included in your proposal.	Additional warranties can be purchased by participating entities. This will be done on a case by case basis and will be a charged item. The cost for the additional warranty or service contract option will be determined based on participating entity needs and requests.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30. 30 days starts when product is shipped and customer is invoiced.
50	Describe any leasing or financing options available for use by educational or governmental entities.	All our equipment can be leased through our financing partner LeaseQ. Purchasing entity can complete credit check and look at various lease to own options. Financing information document is attached
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.	The details required for the quarterly report are details we already keep for each sale, minus the Sourcewell info. If awarded a Sourcewell contact, our 2021 sales report will add the additional fields required to track Sourcewell sales. This tracking will be a part of our order processing procedure to gather and track all required information. When an order is received we have a detailed "order processing procedure" document that is printed off and attached to each physical file. This is a check list of every item and task that is required to be completed for each order. If awarded a Sourcewell contract we will be adding Sourcewell specific tasks to our order processing procedure. Any dealer that does business with us always has to register projects. If a dealer of ours is working with a Sourcewell participating entity this will be disclosed well before a sale occurs. If a sale is processed through a dealer, our order processing procedure as mentioned above does not change. All information on end user or participating entity is tracked and reported. Depending on the dealer or distributor relationship, they may or may not process the participating entities purchase order. The attached dealer document shows what dealers would be processing purchase orders. Also attached is a sample of our sales summary to track all sales made through Sourcewell. Using this sales report, a task will be set up each quarter to report sales to Sourcewell.
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?	N/A

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.	Outdoor-Fit offers a line-item pricing model with line item discounts for the Sourcewell Contract. The attached pricing document shows our standard "list price" and the Sourcewell "contract price" for all products and services included in this RFP. On the attached pricing document, you will also find pricing information of the services offered. For the services that have a cost associated with them a rough cost estimate is provided. As these items cost can vary drastically based on customer needs/wants actual pricing is determined on a case by base basis. As noted on the pricing document, the "contract price" is also the "ceiling price". We will never charge a Sourcewell participating entity more than the "contract price".

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.	<p>Discount offered off of "list price" ranges between 6%-7%.</p> <p>If awarded a Sourcewell contract, we want to be able to provide Sourcewell participating entities a significant discount off of our standard list price. Our Sourcewell "contract price" will be the lowest price offered to any potential customer of Outdoor-Fit.</p> <p>We are optimistic that if awarded a Sourcewell contract we will see a significant increase in business. Sourcewell will help participating entities streamline the procurement process and on top of this, participating entities will be receiving the best price possible for our products and services.</p>	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>On top of offering a discount off of "list price" for any participating entity, we will also be offering quantity discounts if a participating entity is purchasing multiple products at one time.</p> <p>As we build all equipment to order, quantity plays a big factor in our costs. If we receive and order for 1 unit, all our tooling, lazer cutter, CNC equipment, etc has to be set up to cut and bend all steel components for that one unit. If building more than one unit, we only need to set up equipment once, therefore, making the unit cost cheaper.</p> <p>On top of tooling set up time, raw material cost is also a factor. If bringing in larger quantities to build more units, we can get our materials at a cheaper price which translates to a discount to the participating entity.</p> <p>Almost every aspect of the manufacturing process sees a slight cost savings when there is quantity.</p> <p>Quantity discount pricing details are included in the attached pricing document.</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.	<p>If a customer requests additional products or related services and asks us to facilitate those "sourced" items, we would establish contact with the appropriate company and/or dealer. From there we would determine how this company/dealer typically does business and set up an agreement for this job and/or future jobs. We would typically look to set up an agreement where we can mark up the item by a set percentage. This would all be done on a case by case basis.</p>	*
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.	<p>Additional costs that the participating entity will need to consider are:</p> <ul style="list-style-type: none"> - Concrete pads or footings to mount the equipment - Installation & Set Up <p>The cost for concrete will typically be completed by a local contractor in the entities area or done by the entities maintenance department. Any type of outdoor fitness equipment or playground equipment needs to be anchored to concrete to ensure safety. Dealers on our dealer list can help with concrete and construction planning if required by customer. The cost for concrete will vary drastically by location, size or amount of concrete required and overall scope of project.</p> <p>Installation and Set Up costs can be done a couple of ways. 95% of our end users or participating entities complete the installation themselves. As our equipment is relatively easy to install, most entities will complete this work in house with their maintenance department or with other staff.</p> <p>If a participating entity wishes to have installation included, one of local dealers/distributors listed on our attached dealer document can quote on installation. Cost for installation will depend on number of units and the scope of the project.</p> <p>Once equipment is installed onto concrete, the unit(s) are fully operational.</p>	*

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.	<p>Freight is always an additional cost to a participating entity. When a participating entity inquires about our equipment, we will provide a budget freight rate per unit at that time. As we move closer to a sale, and particular unit(s) and quantities are determined we will provide customer with an official quote for the equipment which will include an official freight quote.</p> <p>As we are a Canadian company who ships to the US the freight rate that is quoted includes all customs clearance charges. A participating entity will NEVER be billed additional duties, tariffs, taxes or customs charges as these are all including in our freight quote.</p> <p>The freight rate charged to customer also includes delivery to wherever the participating entity wishes to have equipment delivered. Items like appointment delivery, tail gate lift or multiple delivery locations are including the freight cost billed to the customer.</p> <p>All equipment is built to order. We ship equipment within 6 weeks of order placement. If shipping to continental US or the Canadian Provinces, participating entities can expect their equipment within 5-10 business days from ship date.</p> <p>Budget freight rate per unit pricing is included in the pricing document attached.</p>	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>All Canadian provinces (NS, NL, NB, PE, QC, ON, MB, SK, AB, & BC) fall under our standard freight terms as mentioned above.</p> <p>The budget freight rates as mentioned in the pricing document and above does not apply for Canadian Territory's (NU, NT, YT) and Hawaii & Alaska or any off-shore delivery. If a participating entity is in one of these areas, or off shore a custom freight quote will be provided.</p> <p>The only difference with the shipping process would be delivery times for Hawaii, Alaska or a remote area of Canada. Just like with any freight quote, we would get the estimated delivery time from our freight broker. This delivery time would be included on our quote for the equipment and the participating entity would be fully aware of shipping lead times before placing an order.</p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

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.	Details included with attached pricing document

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.	As mentioned in other sections of application, we currently track all aspects of each sale and customer information. If awarded a Sourcewell contract we will be implementing Sourcewell into every level of our sales process. As we do not go through e-commerce anyone that wants to buy from us needs to speak with us on the phone. We will be letting all prospective customers know about the Sourcewell contract and tracking anyone that wants to take advantage of it. In our sales report we will be making new columns to track Sourcewell sales. This sales report will be what is reviewed and sent to Sourcewell each quarter. Sample sales report attached
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose an administrative fee of 1.5% of all sales under the Sourcewell contract. This fee would be paid on all sales to participating entities in a given quarter. This fee will NEVER be billed to a participating entity or our customer.

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>While Outdoor-Fit currently only makes five (5) products, the product lineup offers more exercise value and exercises that are not seen by any other manufacturer. Outdoor-Fit's products also include features that are not seen on any other brand of outdoor fitness equipment.</p> <p>Products:</p> <p>Apollo Multigym: The most feature packed piece of outdoor fitness equipment on the market. The Apollo features over 16 exercises and allows up to 5 people at one time to use the equipment. The Apollo also features our High/Low Pulley System and our Chin/Dip Assist Mechanism.</p> <p>Exercise Stations on the Apollo:</p> <p>Chin/Dip Station with Assist Mechanism</p> <ul style="list-style-type: none"> - Allows various grip positions on chin up/pull up bars to target different muscle groups - Assist mechanism allows users to perform chin ups/dips by reducing users body weight to help build muscle <p>Vertical Knee Raise & Calf Raise Station</p> <p>45 Degree Back Extension Station</p> <ul style="list-style-type: none"> - Back extension bench is telescopic to fit users of all heights <p>Plyo Platform Station</p> <p>Allows users to perform a wide range of exercises and complete a full body workout on this station alone. While only 6 exercises are listed on our instructional placard, dozens of exercises can be performed on this station. Exercises included on placard:</p> <ul style="list-style-type: none"> - Step Ups - Elevated Knee Touches - Seated Crunches - Box Jumps - Bulgarian Squats - Elevated Push Ups <p>Fully Adjustable 100lb High/Low Pulley System</p> <p>Allows users to perform a wide range of exercises on both a High mounted and low mounted pulley systems. A High/Low pulley system is one of the most popular exercise stations in any indoor fitness center. The High/Low pulley system on the Apollo allows users to adjust weight between 10lb & 100lbs in 10lb increments. Only 5 exercises are listed on the instructional placard, but dozens of exercises can be</p>

performed on this station. Exercises included on placard:

- Triceps Press down
- Upper Back Pulldown
- Bicep Curl
- Upright Shoulder Row
- Back Seated Row

Apollo Brochure is attached.

Helios Multigym: The Helios is our original Multigym. The Helios features over 11 different exercises and allows up to 4 people to use the equipment at one time. Like with the Apollo, the Helios includes our unique chin/dip assist mechanism.

Exercise Stations on the Helios:

Chin/Dip Station with Assist Mechanism

- Allows various grip positions on chin up/pull up bars to target different muscle groups
- Assist mechanism allows users to perform chin ups/dips by reducing users body weight to help build muscle

Vertical Knee Raise & Calf Raise Station

45 Degree Back Extension Station

- o Back extension bench is telescopic to fit users of all heights

Plyo Platform Station

Allows users to perform a wide range of exercises and complete a full body workout on this station alone. While only 6 exercises are listed on our instructional placard, dozens of exercises can be performed on this station. Exercises included on placard:

- Step Ups
- Elevated Knee Touches
- Seated Crunches
- Box Jumps
- Bulgarian Squats
- Elevated Push Ups

Helios Brochure Attached.

Titan Multigym: The Titan Multigym is a “stripped down” multigym with no moving parts. The Titan offers over 5 different exercises and allows up to 4 people at a time to exercise. While the unit has no moving parts, the unit still offers bio-mechanically correct exercises, just like all our equipment.

Exercise Stations on the Titan:

Chin Up Station with Assist Lip

- Allows various grip positions on chin up/pull up bars to target different muscle groups
- Assist lip allows users to “boost” themselves up to the “top” of the exercise movement. This allows users to perform the negative motion of the exercise or lower themselves which helps build muscle over time.

Dip Station

Vertical Knee Raise & Calf Raise Station

Elevated Push Up Station

Titan Brochure is attached.

Vulcan Multigym: The Vulcan Multigym is an extremely compact multigym for when space is limited. Like with the Titan it has no moving parts and offers bio-mechanically correct exercises. The Vulcan features over 3 exercises and 2 people at one time can use the equipment.

Exercise Stations on the Vulcan:

Chin Up Station with Assist Platform

- Allows various grip positions on chin up/pull up bars to target different muscle groups
- Assist platform allows users to “boost” themselves up to the “top” of the exercise movement. This allows users to perform the negative motion of the exercise or lower themselves which helps build muscle over time.

Vertical Knee Raise & Dip Station

		<p>The lower support platform can also be used to perform exercises such as:</p> <ul style="list-style-type: none"> - Elevated push ups - Calf raises <p>Vulcan Brochure is attached.</p> <p>Everest Cardio Climber: The Everest is our revolutionary outdoor cardio climber. The Everest mimics climbing stairs continuously. Stair climbing is widely regarded as one of the most intense and effect cardio vascular exercises you can do. Unlike other cardio equipment, the Everest requires no user adjustment and users just need to stand on foot pads to start moving. As start climbing is intense, there is no need for adjustable resistance. The user can adjust intensity by changing their cadence and stroke range.</p> <ul style="list-style-type: none"> - The Everest includes a full color instructional placard that provides a H.I.I.T (High Intensity Interval Training) workout example. A H.I.I.T workout is the most effective way to get the most out of the Everest Cardio Climber. <p>Everest Brochure is attached.</p> <p>Services:</p> <p>Design: If a participating entity is looking for help with layout or design of their outdoor fitness project we can offer this service at no charge. Often a customer will have an area of land they are looking to use for their outdoor fitness project. Our design services can help a participating entity make the best use of their space, pick appropriate equipment and have equipment placed in the most efficient way possible.</p> <p>Testing: Before any unit is shipped by Outdoor-Fit, we fully test build every unit in our shipping warehouse. This is to ensure everything is working correctly. We also pre-assemble smaller components at this time to make installation that much easier. In our 17+ years of being in business we have never had equipment not work or fit together when it arrived on site. This service is included in the cost of the equipment.</p> <p>Customization: Outdoor-Fit offers customization of its equipment to match participating entities needs/wants. This includes painting units a specific color or colors and making changes to the instructional placards. Cost for this service is determine on a case by case basis dependent on customers' requests.</p> <p>Warranty: All units are covered under our standard warranty (attached). If customer requests additional warranties such as extended term, additional items covered, etc., additional warranty can be purchased at time of sale. Cost for this service is determined on a case by case basis dependent on customers' requests.</p> <p>Installation: Most of our customers install our equipment themselves as typically our customers have the capacity in house to complete installation. With that said, if a customer requests installation, one of our authorized dealers can quote installation for participating entity. Cost for this service is determined on a case by case basis dependent on scope of installation and number of units.</p> <p>Training/Programing: Outdoor-Fit is currently working on programming guides for customers. By the end of Q1 2021, any participating entity that purchases equipment from Outdoor-Fit will receive a programing guide. This will include:</p> <ul style="list-style-type: none"> - Training on how to use the equipment - Tips to make the most of your outdoor fitness area - Workout plans - + more <p>Programing guide will be included at no charge to any participating entity that purchases equipment. On top of programing guides, any additional training that a participating entity might require will be provided at no additional charge. This can include phone calls, zoom meetings, or creation of custom training materials.</p> <p>Maintenance/Repairs: As with installation, almost all our customers complete maintenance and repairs themselves. After sale of equipment, customers receive maintenance checklists and repair guides. If a participating entity wants a maintenance/repair service included with their equipment, one of our authorized dealers can quote this service. Cost for this service is determined on a case by case basis dependent on scope of installation and number of units.</p>
65	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Our products fall under outdoor fitness equipment. Our multigyms could fall under "outdoor multigyms" if that could be considered a sub category.</p> <p>All our services fall under standard services for outdoor fitness equipment.</p>

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	Our Everest Cardio Climber offers legitimate cardio exercise value. Details of Everest are included in answer to question 64. *
67	Strength, agility, and mobility training equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	All our multigym's and equipment offer a wide range of exercises that target every muscle group in the body. Details of our equipment is included in answer to question 64. *
68	Vocational and exercise/sports rehabilitation or therapy	<input checked="" type="radio"/> Yes <input type="radio"/> No	All our multigym's and equipment offer a wide range of exercises that target every muscle group in the body. Our equipment could be used for rehabilitation or therapy. Details of our equipment is included in answer to question 64. *
69	Services related to the solutions above	<input checked="" type="radio"/> Yes <input type="radio"/> No	On top of our equipment we offer programming and exercise guides to make the best use of our outdoor fitness equipment. We also can offer customization services, design services, installation, maintenance and more. All details of services provided are included in our answer to question 64. *

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>As mentioned in other sections of the application, we do extensive tracking of all customers, leads and sales. We will be creating new "Sourcewell" metrics to track success of potential contract.</p> <p>We will be creating a new "lead source" category of "Sourcewell". This will show us how many new inbound leads heard about us through Sourcewell. This will be a new lead source category and will be easy to compare to previous years as we track all lead source stats.</p> <p>In our sales report we will also be adding a "Sourcewell" field. This will allow us to easily track the number of sales and dollar volume of sales that was completed through the Sourcewell contract. This will provide a clear view of the sales numbers and dollar volume for us to compare year over year.</p>
71	Describe the serviceability of your products and how that impacts the durability or longevity of your product.	<p>All our equipment is designed to be a low maintenance and durable as possible. We have very few "wearable" items on our equipment. Any wearable item is extremely easy to replace. A key design feature for all our equipment is to make service and repairs as simple as possible.</p> <p>All our products are built as strong and durable as possible. We have equipment that has been outdoors for 17+ years and is still operational.</p>
72	Describe any design or material specification-related attributes that differentiate your offering.	<p>As mentioned in previous sections in the application, our equipment is completely tamperproof due to our designs and materials used. Other manufacturers use "tamper-resistant" hardware and lighter gauge material for their construction. When equipment uses tamper resistant hardware, vandals can easily remove parts or even completely disassemble equipment which can lead to expensive repair and maintenance bills.</p> <p>We only use heavy gauge steel in our construction and only use rounded head stainless steel carriage bolts to attach items. This means that nothing can be removed or taken off the equipment for malicious reasons.</p> <p>Our equipment is also designed with correct exercise bio-mechanics. This means your body is moving the way it was designed to move and reduces the risk of exercise related injuries. Unfortunately, the majority of outdoor fitness equipment that is on the market has poor exercise bio-mechanics which can lead to exercise related injury.</p>
73	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	N/A
74	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	Our equipment is built from both 1/4" Heavy Gauge Steel, 3/16" Heavy Gauge Steel and thick-walled steel pipe. Lighter gauges of steel are typically used by competitors.

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 Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://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. - John Lewis, President, Outdoor-Fit Exercise Systems 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