

**MASTER AGREEMENT #101625**

CATEGORY: Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

SUPPLIER: Outdoor-Fit Exercise Systems Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Outdoor-Fit Exercise Systems Inc., 95 Simmonds Drive, Dartmouth, NS B3B 1N7, Canada (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 17, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #101625 – Category 3 to Participating Entities. In Scope solutions include:
 - a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as:
 - i. Cardio training;
 - ii. Strength, agility, and mobility training; and
 - iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.
 - b) If offering solutions in Category 3. (a) above, may include complementary site amenities.
 - c) Services and equipment related to the solutions described in Category 3 a-b above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include “service-only” solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.
- 8) **Included Solutions.** Supplier’s Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier’s Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier’s Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may

request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935,

3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and

Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master

Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and

promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.


Article 3: Supplier Obligations to Participating Entities

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:

 C0FD2A139D06489...

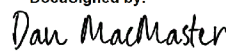
By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 12/16/2025 | 3:12 PM CST

Outdoor-Fit Exercise Systems Inc.

DocuSigned by:

 3A98480286EF4CA...

By: _____

Dan MacMaster

Title: Vice President

Date: 12/16/2025 | 12:11 PM PST

RFP 101625 - Playground, Water Play and Aquatic Equipment, Site Amenities, and 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: Monday September 15, 2025 17:15:59
Submitted On: Wednesday October 15, 2025 18:41:01
Submitted By: Dan MacMaster
Email: dmacmaster@outdoor-fit.com
Transaction #: 151e41cc-a6c6-4182-9be2-7cea923721e2
Submitter's IP Address: 147.243.188.243

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Outdoor-Fit Exercise Systems Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	L9056	*
5	Provide your NAICS code applicable to Solutions proposed.	423910	
6	Proposer Physical Address:	95 Simmonds Drive, Dartmouth NS, B3B 1N7, Canada	*
7	Proposer website address (or addresses):	www.outdoor-fit.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Dan MacMaster - Vice President dmacmaster@outdoor-fit.com 902-444-3447 ext 2319	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dan MacMaster - Vice President dmacmaster@outdoor-fit.com 902-444-3447 ext 2319	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	John Lewis - President jlewis@outdoor-fit.com 902-444-3447 ext 2318 Jenny Lewis - Vice President jenlewis@outdoor-fit.com 902-444-3447 ext 2321	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Outdoor-Fit Exercise Systems was founded in 2003 with a clear mission: to bring real, gym-quality exercise outdoors. The idea originated from founder John Lewis, who recognized the need for durable, functional fitness equipment that parents and adults could use alongside children's playgrounds. Over the past two decades, the company has grown from introducing its first product, the Helios Multigym, to offering a full line of outdoor multigyms, cardio, strength, and flexibility stations that together provide hundreds of biomechanically correct exercises. With more than 20 years of proven experience, Outdoor-Fit has established itself as a leader in the outdoor fitness equipment industry, trusted by municipalities, schools, military facilities, resorts, and correctional institutions across North America and beyond.</p> <p>At the core of Outdoor-Fit's success are the company's values of durability, versatility, safety, accessibility, and innovation. Every piece of equipment is engineered to withstand harsh outdoor environments while maintaining structural integrity and performance. Multigym systems are designed to maximize exercise variety in compact footprints, delivering more value per square foot and per investment dollar. Safety is paramount, with each unit built to be tamperproof, use-safe, and biomechanically correct to minimize risk in unsupervised public environments. Outdoor-Fit also believes that fitness should be accessible to everyone, offering a wide range of exercises suitable for both beginners and advanced users. The company continues to evolve its designs, maintaining a strong focus on innovation to ensure that communities have access to the most effective and reliable outdoor fitness solutions available.</p> <p>Our business philosophy is simple: build real exercise equipment for real people. We believe outdoor fitness should provide meaningful results: strength, endurance, flexibility, and mobility without being complicated to use or maintain. Each design is crafted to be biomechanically sound, weather-resistant, tamper-proof, and long-lasting, ensuring customers can rely on it year after year.</p> <p>With over two decades of experience, Outdoor-Fit has established a reputation for reliability, practicality, and exceptional customer service. Our expertise serving both community and correctional environments means we understand how to deliver equipment that meets high standards for safety, durability, and usability. As outdoor wellness continues to grow, Outdoor-Fit remains focused on helping communities and organizations create safe, sustainable spaces where people can move, connect, and stay healthy.</p>
12	What are your company's expectations in the event of an award?	<p>In the event of a Sourcewell award, Outdoor-Fit Exercise Systems' expectations are to continue building on the strong, successful partnership we have already established through our current Sourcewell contract. Over the past several years, we've seen steady year-over-year growth in member participation and contract utilization, which reflects both the value Sourcewell members see in our products and the trust we've earned through reliable performance and responsive service.</p> <p>Our goal with this new contract is to expand on that success, strengthening awareness, improving accessibility for members, and continuing to deliver the same level of quality, dependability, and customer support that have defined our relationship with Sourcewell to date. We expect to collaborate closely with Sourcewell's team on outreach, education, and program development to ensure that members fully understand and can easily access Outdoor-Fit's outdoor and correctional fitness solutions.</p> <p>Operationally, we are prepared to manage ongoing growth in demand while maintaining our standard 12–14 week lead times and the same high level of service. All products will continue to be designed, engineered, and manufactured at our Dartmouth, Nova Scotia facility, ensuring consistent quality control and efficient logistics throughout North America.</p> <p>We also expect to maintain open communication with Sourcewell staff, providing timely updates, sales reports, and marketing materials to support the cooperative contract's visibility and success.</p>

13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Outdoor-Fit Exercise Systems is a privately held company with over 20 years of continuous operation and a proven record of financial stability and sustainable growth. Since our founding in 2003, we have consistently maintained steady year-over-year revenue growth, supported by a strong commitment to reinvesting in manufacturing capacity, product development, and customer support infrastructure.</p> <p>Outdoor-Fit operates with no bad debt and maintains a strong working capital position, allowing us to manage production, inventory, and logistics independently of external financing. This financial strength ensures that we can fulfill large-scale cooperative purchasing contracts and meet delivery commitments for Sourcewell members without disruption.</p> <p>Our ongoing success under the current Sourcewell contract further demonstrates our financial capacity and operational reliability. We have experienced consistent annual growth in contract utilization, and we continue to invest in manufacturing efficiency, staffing, and dealer support to meet increasing demand across North America.</p> <p>As a privately owned company, Outdoor-Fit does not issue public financial statements or SEC filings. However, we have uploaded a letter of financial reference from our accounting firm and from our leading supplier, Weld Pro Ltd.</p> <p>Outdoor-Fit has consistently met all supplier obligations, maintained excellent credit relationships with vendors and logistics partners, and sustained profitability across more than two decades of operation. These factors collectively demonstrate the company's financial strength, long-term viability, and capacity to perform under the Sourcewell cooperative purchasing agreement.</p>
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Determining the exact U.S. market share for outdoor fitness equipment is difficult, as most manufacturers in this sector are privately held and do not publish detailed sales data. However, Outdoor-Fit Exercise Systems has established a strong and growing presence across its key markets, particularly in the correctional and public recreation sectors.</p> <p>In the correctional market, Outdoor-Fit is widely recognized as a leading supplier of correctional-grade fitness equipment in North America. Our systems are installed in over 600 correctional facilities across the United States and Canada, ranging from local detention centers to large state and federal institutions. This level of adoption positions Outdoor-Fit as one of the most trusted and proven providers of secure, tamper-resistant fitness solutions for correctional environments.</p> <p>In the parks, recreation, and community fitness markets, Outdoor-Fit continues to expand its reach each year. We have hundreds of installations outside of corrections, and our sales in these sectors have grown steadily and significantly over the past several years. YTD in 2025, we have increased our sales in parks & rec by nearly 300% compared to FY 2024. While precise market share figures are not available, it is clear that Outdoor-Fit holds a meaningful and expanding position in the broader recreation and outdoor wellness market.</p> <p>Our growth in both public and institutional sectors reflects the increasing demand for innovative, durable, and low-maintenance fitness solutions. As more agencies, municipalities, and organizations seek long-term, high-value outdoor exercise equipment, Outdoor-Fit is well-positioned to continue growing its market share across all segments.</p>
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>Determining the exact Canadian market share for outdoor fitness equipment is, like in the U.S., difficult because most manufacturers in this space are privately held and do not publish comparable sales data. However, as a Canadian-based company with more than 20 years in operation, Outdoor-Fit Exercise Systems has a well-established and expanding presence across the country, particularly in the correctional and recreation markets that align with our U.S. footprint.</p> <p>In the Canadian correctional market, Outdoor-Fit is recognized as a leading supplier of correctional-grade fitness equipment, with installations in federal, provincial, and territorial facilities across the country. Our proven track record in this segment mirrors our success in the U.S., where more than 600 correctional facilities have installed our systems across North America.</p> <p>In the parks, recreation, and community wellness markets, Outdoor-Fit continues to grow its share year over year. We have completed installations in municipalities, schools, and community developments across every province, and interest in durable, low-maintenance outdoor fitness systems continues to rise. Similar to the U.S., precise market share figures are not available. Still, Outdoor-Fit clearly holds a strong and expanding position in both the Canadian and North American outdoor fitness markets, supported by continuous growth, repeat customers, and steady demand for innovative and reliable products.</p>

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Outdoor-Fit Exercise Systems is best described as a manufacturer. All of our products are designed, engineered, and manufactured in-house at our facility in Dartmouth, Nova Scotia, where we manage the whole production process from design through fabrication, finishing, and shipping. This vertical integration allows us to maintain complete control over product quality, consistency, and delivery timelines.</p> <p>Outdoor-Fit sells and supports its products through a combination of direct sales and a network of independent dealers and installation partners across North America. Our in-house sales team works directly with customers across various sectors, including corrections, parks and recreation, education, and community development, to provide specifications, quotations, and project support.</p> <p>For projects that require local service or installation, Outdoor-Fit partners with independent, authorized dealers who are experienced in site preparation, equipment installation, and maintenance support. These dealers are not company employees, but are carefully selected and trained to ensure they represent our products and uphold our standards of quality in the field.</p> <p>This hybrid model enables Outdoor-Fit to offer the benefits of a direct manufacturer relationship, including reliable communication, consistent product quality, and factory-level support, while also providing local expertise and on-site service through our dealer network. Together, our internal team and authorized partners deliver seamless, end-to-end support for customers across North America.</p>	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Outdoor-Fit Exercise Systems holds all required business licenses to operate our manufacturing facility in Dartmouth, Nova Scotia, and to conduct business throughout North America. We are fully authorized to manufacture, sell, and distribute outdoor fitness equipment across Canada and the United States.</p> <p>All Outdoor-Fit products are designed, engineered, and manufactured in accordance with recognized industry standards and best practices. Our equipment is specifically designed to meet or exceed the ASTM F3101 Standard Specification for Unsupervised Outdoor Fitness Equipment, which governs the safety, performance, and durability requirements for outdoor exercise systems. Compliance with this standard ensures that our equipment is used safely, effectively, and reliably in public and institutional settings.</p> <p>When projects involve third-party dealers or installation partners, Outdoor-Fit requires that these contractors hold all necessary licenses and certifications to perform installation work in their respective jurisdictions. This may include business registrations, contractor licenses, liability insurance, and safety training as required by local or regional regulations.</p> <p>Together, these measures ensure that Outdoor-Fit and its authorized partners maintain the proper legal, technical, and safety qualifications to manufacture, deliver, and install outdoor fitness equipment throughout North America in full compliance with applicable standards and regulations.</p>	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	N/A	*

21	What percentage of your sales are to the governmental sector in the past three years?	<p>Over the past three years, more than 95% of Outdoor-Fit Exercise Systems' total sales have been to the government sector. This includes sales to federal, state, provincial, and local government agencies, as well as public institutions such as correctional facilities, municipalities, school districts, universities, and military installations across North America.</p> <p>Our products are specifically designed for public-use environments, which makes government agencies our primary customer base. The remaining portion of our sales is to private organizations, such as residential developers, corporate campuses, and resorts, that incorporate outdoor fitness into their wellness initiatives.</p> <p>This strong focus on government customers demonstrates Outdoor-Fit's extensive experience meeting the purchasing, compliance, and service requirements typical of public-sector procurement.</p>	*
22	What percentage of your sales are to the education sector in the past three years?	<p>Over the past three years, approximately 5% of Outdoor-Fit Exercise Systems' total sales have been to the education sector. This includes installations at schools, colleges, and universities across North America that have incorporated outdoor fitness equipment into their recreation areas, athletic facilities, and wellness programs.</p> <p>A notable recent example is a large-scale project completed in 2023 with a public school system in Wisconsin, where Outdoor-Fit supplied and supported the installation of more than 50 Multigyms across more than 50 different schools in the district. This initiative provided not only wellness and fitness opportunities for students but also accessible outdoor exercise options for staff and members of the surrounding community.</p> <p>While education represents a smaller portion of our overall business compared to the government sector, it remains an important and growing market for Outdoor-Fit. Increasingly, educational institutions are recognizing the benefits of durable, low-maintenance outdoor fitness equipment as a way to promote health, physical activity, and community engagement.</p>	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>The primary cooperative purchasing contract held by Outdoor-Fit Exercise Systems is with Sourcewell, which serves as our main national cooperative agreement for public sector procurement across the United States and Canada. Over the past three years, Outdoor-Fit has completed more than \$750,000 in sales through the Sourcewell contract, with consistent year-over-year growth as utilization and awareness of the contract have increased.</p> <p>In addition to our direct Sourcewell agreement, Outdoor-Fit operates under a hybrid distribution model that includes partnerships with authorized independent dealers throughout North America. Many of these dealers hold their own state or regional purchasing contracts, which allow Outdoor-Fit products to be sold under those agreements. The most common cooperative contract that our dealers in various states hold in BuyBoard. This arrangement enables us to effectively "piggyback" on our dealers' contracts, providing greater access for customers while keeping administrative requirements streamlined within our company.</p> <p>In cases where Outdoor-Fit does not directly hold the state or regional contract, but our dealers do, it can be challenging to determine the exact sales volume processed through those contracts. Because some dealers manage procurement directly with their state or regional entities, we are not always informed whether specific transactions were completed under their contract or through open-market purchasing.</p> <p>Despite this, our dealer network's participation in multiple state and regional programs enhances our ability to serve a wide range of public-sector customers, including municipalities, correctional institutions, schools, and universities, while maintaining compliance, competitive pricing, and reliable service under various cooperative purchasing frameworks.</p>	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Outdoor-Fit Exercise Systems does not hold a direct GSA Schedule contract, but, consistent with our hybrid distribution model, we participate in the GSA program by piggybacking through an authorized dealer that holds an active GSA Schedule. This arrangement enables government agencies and federal institutions to procure Outdoor-Fit equipment through an established federal purchasing channel, while maintaining streamlined administrative requirements.</p> <p>Over the past three years, annual sales through the GSA Schedule have consistently exceeded \$250,000 per year, reflecting growing demand from federal, state, and municipal customers utilizing this purchasing pathway.</p> <p>In addition to GSA participation, Outdoor-Fit holds several Standing Offers and Supply Arrangements (SOSA), including:</p> <p>A Standing Offer with the Province of Nova Scotia, which provides Outdoor-Fit equipment and related services to provincial and municipal agencies. This agreement does not carry a fixed dollar value but remains active for eligible buyers across the province.</p> <p>A Standing Offer with the State of Utah Department of Corrections, valued at \$250,000 per year for five years, supporting access to Outdoor-Fit's correctional-grade fitness equipment for facilities across the state.</p> <p>Together, these agreements, combined with our GSA dealer partnership, demonstrate Outdoor-Fit's strong presence across multiple levels of government procurement, providing accessible and compliant purchasing options for agencies throughout North America.</p>	*
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Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Town of Huntsville, ON	Rich Trenholm	705-571-1908	*
Saint Louis County - Department of Justice Services, MO	Jennifer Banes	314-615-8402	*
Milwaukee Public Schools	Carlos Rodriguez	414-475-8393	*

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

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

Line Item	Question	Response *	
26	Sales force.	<p>Outdoor-Fit Exercise Systems maintains a focused and experienced sales force that supports customers across the United States and Canada. Our sales operations are managed directly from our headquarters in Dartmouth, Nova Scotia, where our internal team coordinates all sales, quoting, and customer support activities.</p> <p>The Outdoor-Fit sales team consists of a mix of direct employees and authorized independent dealers. Our internal sales staff handles day-to-day communication with customers, provides technical guidance, prepares specifications and quotations, and oversees contract compliance. They also coordinate closely with production and logistics to ensure each project is delivered accurately and on schedule.</p> <p>Complementing our in-house team, Outdoor-Fit works with a network of independent authorized dealers strategically located throughout North America. These dealers expand our local presence, allowing us to provide on-site consultation, installation coordination, and post-sale support. While these dealers are not Outdoor-Fit employees, they are trained and supported directly by our team to ensure consistent product knowledge and customer experience.</p> <p>This hybrid sales model allows Outdoor-Fit to maintain the advantages of centralized management, clear communication, consistent pricing, and direct accountability while leveraging the reach and responsiveness of local dealer partners. The structure enables us to efficiently serve customers in all regions, ranging from large government agencies and correctional institutions to smaller municipal and community projects.</p>	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Outdoor-Fit Exercise Systems delivers its products through a structured network of Authorized Sellers designed to ensure efficient coverage, responsive support, and flexibility across multiple customer types and procurement channels in both the United States and Canada. Our distribution network includes several categories of partners, each serving a distinct role in delivering Outdoor-Fit solutions.</p> <p>The primary category within our network is our group of full-service dealers and distributors. These companies operate as comprehensive providers for a wide range of equipment, typically focused on specific industries such as parks and recreation or corrections. Each full-service dealer is assigned a defined territory, which may encompass a single state or multiple states, depending on the dealer's organizational size and reach. These dealers employ dedicated sales teams who work directly with customers in their markets to provide product education, site consultation, installation services, and post-sale support.</p> <p>All authorized full-service dealers complete formal product and installation training with Outdoor-Fit and receive regular updates on pricing, new products, and design changes to ensure alignment with our standards and messaging. Many of these dealers also hold state or local purchasing contracts, which broaden our ability to reach government and institutional customers while simplifying the procurement process.</p> <p>In addition to our full-service dealers, Outdoor-Fit also partners with large national distributors that operate across a wide range of markets and maintain extensive contract portfolios at the local, state, and federal levels. These include organizations such as Grainger, Fastenal, and Bob Barker, among others. While these entities distribute thousands of different products across multiple industries, their inclusion of Outdoor-Fit equipment provides additional purchasing flexibility for customers who may be required or prefer to use specific vendors or contracts already in place.</p> <p>This tiered distribution model allows Outdoor-Fit to maintain a balance between direct manufacturer oversight and broad market accessibility. By combining the expertise of our trained regional dealers with the reach of major national distributors, Outdoor-Fit ensures that customers across North America can procure, install, and maintain our equipment efficiently and confidently through the channel that best fits their needs.</p>
28	Service force.	<p>Outdoor-Fit Exercise Systems maintains a dedicated service force designed to provide reliable installation support, warranty assistance, and long-term maintenance guidance for customers across North America. Our service capabilities are built around a combination of in-house technical staff and a network of authorized installation partners and dealers who are trained to meet Outdoor-Fit's standards for safety, quality, and performance.</p> <p>All technical support and warranty coordination are managed directly from our headquarters in Dartmouth, Nova Scotia, where our internal service team provides guidance, troubleshooting, and documentation for every installation. This team oversees warranty claims, parts fulfillment, and maintenance inquiries, ensuring each request is handled promptly and accurately.</p> <p>Outdoor-Fit's authorized full-service dealers also play an important role in local service delivery. These partners are experienced in site preparation, concrete work, and equipment installation, and they often provide on-site support for assembly, inspection, and customer orientation. Each dealer receives comprehensive training on Outdoor-Fit equipment, including installation procedures, maintenance requirements, and warranty coverage.</p> <p>Outdoor-Fit also provides direct remote support to customers' facility maintenance teams. We supply detailed installation manuals, technical drawings, instructional videos, and maintenance guides to ensure proper setup and long-term performance. Our technical staff remains available throughout the process to answer questions or verify installation steps as needed.</p> <p>This hybrid service model, combining centralized factory support with local, trained installation partners, ensures that Outdoor-Fit can efficiently support customers in every U.S. state and Canadian province. Whether through our internal service team or our authorized partners, Outdoor-Fit provides consistent, dependable service that upholds our commitment to quality, safety, and long-term product performance.</p>

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Outdoor-Fit Exercise Systems' ordering process is designed to ensure accuracy, clear communication, and reliable delivery for every project. Because our products are typically larger capital purchases, there is usually significant discussion and coordination between customers, authorized dealers, and our internal sales team before an order is placed. This process ensures that all equipment selections, site requirements, and installation needs are fully understood before production begins.</p> <p>Once a customer confirms an order either directly with Outdoor-Fit or through an authorized dealer, our internal sales team reviews all details to verify accuracy. This includes checking model selections, configurations, finishes, quantities, and any project-specific requirements. After verification, the order is added to our production schedule, and the equipment is moved into the manufacturing process at our Dartmouth, Nova Scotia, facility.</p> <p>Throughout production, our sales team maintains communication with the customer or dealer, providing updates on lead times and anticipated shipping dates. Our standard production lead time is typically 12–14 weeks, depending on order size and seasonality.</p> <p>Once production is complete, our logistics team coordinates final shipment details. The customer or dealer is contacted to confirm shipping addresses, delivery conditions, and offloading requirements. Products are then securely packaged and shipped directly from our Dartmouth facility to the destination.</p> <p>This structured ordering process ensures that every project, from small community installations to large correctional system rollouts, is managed with precision, transparency, and accountability. By maintaining close coordination between our internal teams, authorized dealers, and end customers, Outdoor-Fit delivers a smooth and reliable experience from order placement through final delivery.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Outdoor-Fit Exercise Systems has a well-defined customer service program designed to ensure responsive communication, accurate support, and long-term customer satisfaction. The program is managed directly from our headquarters in Dartmouth, Nova Scotia, where our in-house Customer Service and Technical Support Team oversees all service inquiries, warranty claims, and post-sale assistance. Since our equipment represents a long-term capital investment, we take a proactive and hands-on approach to support. Each project is serviced by the same internal team that managed the sale, ensuring continuity and a full understanding of the customer's site and equipment configuration.</p> <p>Customers can contact Outdoor-Fit by phone at 1-877-760-6337 or by email at service@outdoor-fit.com. Calls and emails are typically responded to within one business day, with urgent warranty or shipping-related issues prioritized for same-day attention. When a service inquiry is received, our team gathers key details such as the model number, serial number, and photos to quickly assess the issue. Once verified, we determine whether the solution involves a replacement part, technical guidance, or a warranty claim, and we provide the customer with clear next steps and estimated timelines. Replacement parts are typically shipped within three to five business days of confirmation, and customers are kept informed throughout the process until the issue is resolved.</p> <p>All service interactions are logged internally to monitor response times and identify opportunities for improvement. For installations completed through authorized dealers, Outdoor-Fit's internal service team coordinates directly with the dealer to manage site visits, part replacements, or warranty actions, ensuring that customers receive localized support backed by factory-level expertise.</p> <p>Outdoor-Fit is committed to quick and transparent response times. Routine inquiries are addressed within one business day, warranty or operational issues receive an initial response within 24 hours and a resolution plan within 48 hours, and most replacement parts are shipped within three to five business days, depending on stock availability. While Outdoor-Fit does not provide financial incentives to service partners, our authorized dealers and installation partners are carefully selected for their professionalism and responsiveness. We maintain ongoing communication and provide performance feedback to all partners, ensuring that service expectations are consistently met and that customers receive reliable, efficient, and high-quality support throughout the life of their equipment.</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Outdoor-Fit Exercise Systems has both the capacity and commitment to provide our full range of products and services to Sourcewell participating entities across the United States and Canada. With over 20 years of continuous operation, we possess the experience, infrastructure, and supply chain reliability necessary to meet the diverse needs of public-sector customers, including municipalities, correctional facilities, schools, universities, and military installations.</p> <p>All of our products are designed, engineered, and manufactured in-house at our facility in Dartmouth, Nova Scotia. This vertical integration allows us to maintain complete control over product quality, production schedules, and fulfillment timelines, ensuring we can consistently meet Sourcewell members' expectations for reliability and on-time delivery. Our typical lead time is 12 to 14 weeks from order to shipment, and we are well-positioned to manage high-volume or multi-location projects through coordinated production and logistics planning.</p> <p>Although Outdoor-Fit is proudly a Canadian manufacturer, more than 80% of our annual business is conducted in the United States. We have extensive experience working with U.S. public-sector customers. We are fully equipped to manage all quoting, billing, and transactions in U.S. dollars, simplifying the purchasing process for American entities. Outdoor-Fit also holds a United States–Mexico–Canada Agreement (USMCA) certificate for all its products, which enables smooth cross-border trade without additional import duties or complexities. Our team manages all logistics and transportation details, ensuring that equipment ships directly from our Dartmouth facility to the customer's location efficiently and without disruption.</p> <p>Outdoor-Fit's hybrid distribution model, combining direct manufacturer sales with a network of trained, independent dealers, enables us to serve Sourcewell participants effectively across North America. Where local dealer coverage exists, customers benefit from on-site consultation, installation, and post-sale support. In regions without a dealer presence, Outdoor-Fit provides direct sales, technical assistance, and logistics coordination from our headquarters to ensure seamless service everywhere.</p> <p>We are fully committed and prepared to fulfill all contract obligations under Sourcewell, including maintaining pricing consistency, providing accurate reporting, ensuring effective communication, and ensuring compliance with cooperative purchasing requirements. Our long-standing participation in the Sourcewell program has resulted in steady year-over-year growth, and we remain committed to expanding our support, visibility, and engagement with participating entities moving forward.</p> <p>In short, Outdoor-Fit has the capacity, infrastructure, and proven experience to reliably supply our products and services to all Sourcewell participating entities, delivering the same level of professionalism, responsiveness, and quality that has defined our business for over two decades.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Outdoor-Fit Exercise Systems is well-positioned to serve Sourcewell participating entities across Canada, with more than 20 years of experience supplying outdoor and correctional fitness equipment to municipalities, schools, corrections departments, and military facilities nationwide. We understand the logistics, regulatory requirements, and environmental conditions that influence public-sector projects in every province and territory.</p> <p>Our Canadian-based operations give us several advantages when serving Canadian customers. We can quote and invoice in Canadian dollars, reducing administrative barriers for government agencies. Additionally, we deliver quickly and cost-effectively across the country through our established network of dealers and installation partners. These partners offer local sales and service support and are well-versed in provincial purchasing regulations, installation standards, and site-specific conditions. Where dealer coverage is limited, our internal team manages orders and logistics directly from our headquarters in Dartmouth, Nova Scotia.</p> <p>Because all Outdoor-Fit products are designed and manufactured in Canada, they are purpose-built to perform reliably in the full range of Canadian climates from coastal humidity to prairie winds and northern freeze–thaw cycles. Our use of heavy-gauge steel, stainless hardware, and durable polyester powder coatings ensures long-term corrosion resistance, safety, and performance in outdoor environments year-round.</p> <p>In summary, Outdoor-Fit combines Canadian manufacturing expertise, national reach, and proven public-sector experience to deliver dependable outdoor fitness solutions for Sourcewell participating entities throughout Canada. We are fully committed to supporting our Canadian customers with efficient delivery, responsive service, and products designed specifically for the country's diverse conditions and operational needs.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We will be fully servicing all of North America	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>The only specific requirements or restrictions that would apply to participating entities in Hawaii, Alaska, and U.S. Territories relate to freight logistics, costs, and transit times.</p> <p>All Outdoor-Fit products are manufactured and shipped from our facility in Dartmouth, Nova Scotia. While we regularly coordinate shipments throughout North America, deliveries to these regions require additional freight planning due to their geographic distance and shipping modes. Transit times are typically longer than those for the continental United States, and freight costs may be higher depending on the carrier, shipment size, and destination port.</p> <p>Outdoor-Fit manages all shipping and logistics directly and will provide a custom freight quote and estimated delivery timeline for any order destined for Hawaii, Alaska, or a U.S. Territory at the time of quotation. Beyond these freight-related considerations, there are no other restrictions or limitations for Sourcewell participating entities in these regions. Product availability, warranty coverage, and customer support remain the same as for all other customers across North America.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes. Outdoor-Fit Exercise Systems will extend the terms of any awarded master agreement to qualified nonprofit entities. We recognize that many nonprofit organizations, such as community health groups, youth organizations, foundations, and charitable institutions, share similar goals with public-sector agencies in promoting health, wellness, and accessibility.</p> <p>Outdoor-Fit has a long history of working with nonprofit organizations and is fully committed to honoring the exact pricing, terms, and service commitments outlined in the master agreement. Extending these benefits helps support broader community wellness initiatives while maintaining consistency and fairness across all eligible participants.</p>	*

Table 4: Marketing Plan (75 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Outdoor-Fit Exercise Systems employs a targeted, multi-channel marketing strategy to promote our cooperative purchasing opportunities and ensure strong visibility among public-sector buyers across North America. Our approach combines direct outreach, digital marketing, dealer engagement, and participation in industry events to build awareness and drive contract utilization.</p> <p>We leverage our network of authorized dealers and distributors to promote the cooperative contract within their territories to municipalities, corrections agencies, schools, universities, and recreation departments. Dealers receive marketing materials such as brochures, email templates, and co-branded flyers highlighting the advantages of purchasing through the awarded contract, including streamlined procurement and competitive pricing.</p> <p>Outdoor-Fit also promotes the opportunity through our digital channels, including our company websites (outdoor-fit.com and corrections-fit.com), targeted email campaigns, and social media platforms such as LinkedIn, Facebook, and Instagram. As part of our current Sourcewell contract, we have built a dedicated Sourcewell purchasing page on our website. This page explains the benefits of cooperative purchasing, outlines how customers can use the contract, and provides a direct link to our contract page on the Sourcewell website, making it simple for potential buyers to access contract details and request quotes.</p> <p>Trade shows and industry events are another major component of our marketing strategy. Outdoor-Fit regularly attends and exhibits at leading national industry conferences in both the Corrections and Parks & Recreation sectors, two of our core markets. At these events, we prominently display the Sourcewell Awarded Contract flag in our booth to highlight our partnership and purchasing option for attendees. In addition to our own participation, our authorized dealers exhibit at local and state-level trade shows throughout the year, representing Outdoor-Fit products within their booths and promoting the benefits of our cooperative purchasing agreements.</p> <p>Internally, our sales team engages customers through direct outreach via phone, email, and virtual meetings to educate buyers about the contract's benefits and procurement process.</p> <p>Representative marketing materials, including brochures, product specification sheets, and cooperative purchasing one-pagers, are available and will be uploaded in the document section of this response. Together, these coordinated marketing efforts ensure that the awarded contract is effectively promoted to our key markets, increasing awareness, accessibility, and utilization across North America.</p>	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Outdoor-Fit Exercise Systems utilizes a combination of customer relationship management (CRM) tools, digital marketing platforms, and analytics to enhance the effectiveness of our marketing strategy and strengthen customer engagement across North America.</p> <p>We utilize HubSpot as our central CRM system, which allows us to manage customer interactions, track opportunities, and analyze communication performance. HubSpot is also integrated with the HubSpot Marketing Hub, allowing us to coordinate our digital marketing activities, such as email campaigns, website forms, and landing pages, within a single connected platform. This integration ensures consistent messaging, enhances lead tracking, and enables our sales and marketing teams to monitor how prospects and customers engage with our digital content.</p> <p>Through HubSpot, we track and analyze key engagement metrics, including email open rates, click-through rates, website visits, and conversion data. This information helps us refine our outreach strategies and better understand which messages, products, and communication channels resonate most with different customer segments, including municipalities, corrections agencies, and recreation departments.</p> <p>In addition to HubSpot, Outdoor-Fit utilizes social media platforms, including LinkedIn, Facebook, and Instagram, to share updates, promote projects, and highlight the benefits of cooperative purchasing. These channels are supported by analytics tools that allow us to monitor reach, engagement, and audience demographics. We use this data to continually refine our messaging and advertising strategies, enabling us to better reach key decision-makers in both the U.S. and Canadian markets.</p> <p>Outdoor-Fit also partners with a local marketing agency that provides ongoing support and strategic insight into our digital presence. This agency assists with search engine optimization (SEO), website performance tracking, and campaign analysis to ensure our content is discoverable and compelling. They provide data-driven recommendations to improve website traffic, enhance search rankings, and strengthen the overall performance of our marketing campaigns. This partnership allows us to stay current with digital best practices and ensures our marketing investments deliver measurable results.</p> <p>By combining HubSpot's CRM and Marketing Hub tools with targeted social media engagement and professional support from our marketing agency, Outdoor-Fit maintains a data-informed, performance-driven marketing approach that enhances visibility, strengthens customer relationships, and maximizes the impact of every campaign.</p>
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	<p>In our view, Sourcwell's role in promoting agreements arising from this RFP is to serve as a trusted cooperative purchasing partner, providing validation, visibility, and accessibility to the awarded suppliers. Sourcwell helps connect qualified vendors, such as Outdoor-Fit Exercise Systems, with public-sector organizations seeking a compliant and efficient way to procure high-quality products and services.</p> <p>Sourcwell's reputation for transparency, competitive solicitation, and compliance assurance significantly enhances confidence among government, education, and nonprofit buyers, making it easier for agencies to move forward with purchases through the awarded contract.</p> <p>Outdoor-Fit views the Sourcwell partnership as a key part of our overall sales strategy, and we are fully committed to integrating the awarded agreement directly into our sales and marketing process. Our sales team and authorized dealers are trained to promote the benefits of cooperative purchasing through Sourcwell, including simplified procurement, pre-negotiated pricing, and time savings for procurement staff. These benefits are clearly communicated during early project discussions and included in all formal quotes and proposals.</p> <p>We already maintain a dedicated Sourcwell purchasing page on our company website that outlines the advantages of using the contract and provides a direct link to our contract page on the Sourcwell website. This ensures that customers can easily verify our awarded status and access contract details. The awarded agreement is also integrated into our internal systems, enabling our sales team to track Sourcwell-related inquiries, orders, and reporting requirements efficiently.</p> <p>In addition, our authorized dealers and distributors are informed and equipped to reference the Sourcwell contract when working with eligible customers. We provide them with updated contract information, marketing materials, and guidance on how to process purchases in accordance with the agreement.</p> <p>We believe Sourcwell's promotional efforts, including its website, cooperative purchasing outreach, and member communications, complement our marketing initiatives and help expand awareness of Outdoor-Fit's solutions across North America. Together, these efforts create a coordinated approach that ensures Sourcwell members and other eligible agencies can easily identify, access, and purchase Outdoor-Fit products through a trusted and compliant contract vehicle.</p>

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the nature of Outdoor-Fit Exercise Systems' products, which often require large capital equipment installations that necessitate project-specific planning and coordination, our solutions are not typically ordered through an automated e-procurement checkout system. While our products are listed on specific e-procurement platforms, such as the Grainger website and GSA Advantage, these listings function primarily as informational and quotation tools rather than direct purchase portals.</p> <p>When customers view our products on these platforms, they are prompted to request a quote rather than place an immediate online order. This approach ensures that each order receives proper review for accuracy, including verification of product selection, site requirements, shipping logistics, and installation details. Once the quote is confirmed, the order is processed through our standard procedure, reviewed by our internal sales team, entered into production, and coordinated with logistics for delivery.</p> <p>This quote-based process allows Outdoor-Fit to maintain the high level of accuracy, communication, and customization that our customers expect, especially for government and educational projects that often involve unique site or procurement requirements. While our products are visible on specific e-procurement systems for ease of access, the order fulfillment process remains consistent across all purchasing channels, ensuring precision, accountability, and reliable delivery.</p>	*
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Outdoor-Fit Exercise Systems offers a range of training and support resources to ensure that customers and end-users can safely and effectively install, maintain, and operate our equipment. These programs are designed to be straightforward, accessible, and scalable for projects of any size and are included as a standard part of every purchase.</p> <p>For installation and maintenance, Outdoor-Fit provides detailed installation manuals, technical drawings, and maintenance guides with every shipment. Our engineering and production teams develop these materials to ensure installations are completed safely and in accordance with product specifications. Additionally, instructional videos are available on our website, demonstrating proper installation procedures and routine maintenance practices. This content is provided at no additional cost to customers.</p> <p>When installations are managed through one of our authorized dealers or distributors, Outdoor-Fit provides direct training and technical support to those partners. Our internal team ensures that all authorized dealers are fully trained on our products before installation, including anchoring, assembly, and inspection procedures, and keeps them up to date on product changes and new models. This ensures that installations completed by our partners consistently meet our quality and safety standards.</p> <p>For end users, Outdoor-Fit provides operation and exercise training materials at no charge. Each product includes instructional signage and/or user guides that illustrate proper exercise techniques and provide safety information. The resources can be scanned with a smartphone with QR codes placed on the equipment. Additionally, Outdoor-Fit offers optional access to the Wellnify.ai digital fitness platform, which provides exercise programming, workout tracking, and wellness engagement tools to enhance long-term use and participation in equipment.</p> <p>All training is developed and provided by Outdoor-Fit's in-house technical and customer service teams, who are available to assist customers directly by phone or video conference as needed. There are no standard training fees for installation, maintenance, or operation resources. Optional on-site training or consultation can be coordinated through Outdoor-Fit or an authorized dealer on a project-by-project basis, with costs quoted as applicable depending on the scope and location.</p> <p>Through these programs, Outdoor-Fit ensures that all Sourcwell participating entities receive the guidance, resources, and ongoing support needed for successful installation, operation, and long-term maintenance of their outdoor fitness equipment.</p>	*

42	Describe any technological advances that your proposed Solutions offer.	<p>Outdoor-Fit Exercise Systems has continually focused on innovation and engineering excellence, introducing technologies and design advancements that set our products apart within the outdoor fitness industry. Two key areas where our solutions stand out are in mechanical innovation and biomechanical design accuracy both of which directly improve performance, safety, and usability for end users.</p> <p>One of our most notable innovations is the Hi-Lo Pulley System, a truly unique offering in the outdoor fitness market. This system provides users with a full range of resistance-based exercises, utilizing a cable-driven mechanism typically found only in indoor gym environments. The Hi-Lo Pulley enables smooth, controlled movement with adjustable resistance, allowing users to perform functional strength and mobility exercises outdoors - a feature that has traditionally been unavailable with standard outdoor equipment. It represents a significant advancement in making effective, gym-quality training accessible in outdoor settings.</p> <p>Another defining feature of Outdoor-Fit's technology is our focus on biomechanically correct movement. Every product we design, from multigym units to cardio and flexibility stations, is developed with the same attention to human movement and ergonomics as commercial indoor fitness equipment. Many outdoor fitness manufacturers overlook proper biomechanics, leading to equipment that may be less effective or even unsafe. Outdoor-Fit's engineering approach prioritizes natural movement patterns, correct joint alignment, and controlled resistance, ensuring users experience safe, effective workouts that deliver real fitness outcomes.</p> <p>Additionally, our products feature low-maintenance, weather-resistant engineering that simplifies operational complexity for facility managers. By minimizing the use of moving parts where possible and selecting corrosion-resistant materials, our equipment ensures long-term performance in all climates with minimal maintenance.</p> <p>Through innovations like the Hi-Lo Pulley and our biomechanically precise design philosophy, Outdoor-Fit continues to redefine what is possible in outdoor fitness, offering public-sector customers equipment that combines the durability required for unsupervised environments with the functionality and safety expected from indoor gym systems.</p>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Outdoor-Fit Exercise Systems does not currently hold any formal environmental certifications; however, sustainability is a key part of how we design, manufacture, and support our products. All of our equipment is produced in our Dartmouth, Nova Scotia facility, where we focus on minimizing waste, reducing emissions, and building products that last for decades. We use polyester powder coatings with zero VOCs, which meet Canadian environmental standards set by the Canadian Council of Ministers of the Environment (CCME) and Environment and Climate Change Canada (ECCC) for low-emission industrial processes. A portion of our steel and aluminum materials comes from recycled sources, and our products are engineered for long-term outdoor use with minimal maintenance, significantly reducing replacement cycles and material waste. While not formally certified, Outdoor-Fit's design philosophy and manufacturing practices reflect a strong, ongoing commitment to sustainable production and environmental responsibility.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Although we do not currently hold external certifications, our focus on product longevity, low maintenance requirements, and durable materials supports life-cycle sustainability by reducing the frequency of replacement and minimizing environmental impact over time.</p>	*

45	<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>Outdoor-Fit Exercise Systems offers a range of unique attributes that set our company, products, and services apart within the outdoor fitness industry, providing Sourcewell participating entities with equipment that combines innovation, accessibility, and unmatched durability.</p> <p>One of our most defining features is our multigym design philosophy, which prioritizes space efficiency and functional versatility. Our equipment is engineered to accommodate multiple users simultaneously within a compact footprint ideal for parks, schools, correctional facilities, and community spaces where maximizing usability and supervision is essential. Each multigym incorporates a variety of strength, cardio, and flexibility exercises into a single, cohesive system, delivering comprehensive fitness options while minimizing installation costs and site requirements.</p> <p>Outdoor-Fit also stands out for our unwavering focus on biomechanically correct design. Every piece of equipment is developed using proper movement mechanics, ensuring safe and natural motion paths that reduce the risk of injury while promoting real, measurable exercise results. This focus on biomechanics, a standard in indoor fitness but often overlooked in outdoor equipment, helps users of all ages and abilities achieve effective workouts safely.</p> <p>Additionally, our products incorporate innovative and inclusive design elements that enhance accessibility and user experience. The Versa Hi-Lo Pulley System is a first-of-its-kind outdoor fitness solution that enables true resistance-based, cable-driven exercise outdoors, a feature traditionally only available indoors. Many of our products also incorporate assist mechanisms that make exercises such as chin-ups and dips accessible to the majority of the population who cannot complete these movements unassisted.</p> <p>From a construction standpoint, Outdoor-Fit products are known for being “wildly overbuilt.” We use only heavy-gauge steel and steel tubing, with most structural components made from 1/4-inch and 3/16-inch plate steel. Each piece of equipment undergoes a multi-stage powder coating process, including abrasive blasting, a five-stage chemical wash with a zirconium conversion coating, a zinc-rich primer, and a super-durable polyester topcoat to ensure unmatched corrosion resistance, color retention, and longevity in any climate.</p> <p>Together, these attributes space efficiency, biomechanical accuracy, innovation, accessibility, and industry-leading build quality make Outdoor-Fit’s solutions uniquely suited for Sourcewell participating entities. Our equipment is designed not only to perform but to last, delivering long-term value, safety, and functionality for public-sector organizations across North America.</p>
46	<p>Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered.</p>	<p>Outdoor-Fit Exercise Systems provides a comprehensive manufacturer’s warranty that reflects the quality and durability of our products. All equipment is designed and built to withstand heavy use in outdoor environments, and our warranty provides long-term protection and support to customers, regardless of their location. Our standard warranty includes a 15-year limited warranty on all structural steel components, including frames, welds, stainless steel, and aluminum fixed components (excluding cosmetic damage), and a 2-year limited warranty on all moving parts, including pulleys, cables, guides, bushings, clamps, plastic components, fabric parts, rollers, and rubber components (excluding cosmetic damage). This warranty applies to all Outdoor-Fit products purchased and installed in accordance with our installation and maintenance guidelines, covering defects in materials and workmanship under regular use for the stated warranty period.</p> <p>Outdoor-Fit retains the right to repair or replace improperly functioning equipment or components during the warranty period. If a defect involves a part that can reasonably be replaced or serviced by the customer, Outdoor-Fit provides the replacement part and detailed installation instructions at no charge. Warranty administration is handled directly by our in-house service department in Dartmouth, Nova Scotia. Customers can contact our customer service team by phone at 1-877-760-6337 or by email at service@outdoor-fit.com to initiate a claim. Our team reviews warranty requests within one business day, confirms eligibility, and determines the most efficient resolution method—whether through replacement, repair, or technical support.</p> <p>Customers are responsible for shipping costs to return defective parts. Once a warranty claim is verified, Outdoor-Fit covers all shipping costs for replacement parts to the customer at no additional charge. Replacement parts are typically shipped within three to five business days of confirmation. The warranty applies to all customers across North America, including the continental United States, Alaska, Hawaii, and Canada. Our authorized dealers and service partners assist in coordinating any necessary local support or installation of replacement parts. Labor and technician travel are not included under the standard warranty coverage but can be coordinated separately through authorized partners if required.</p> <p>Outdoor-Fit’s warranty program is built on transparency, responsiveness, and customer confidence, ensuring that every product we deliver is backed by reliable service and long-term support no matter where it is installed.</p>

47	Describe how your products and/or services comply with all relevant accessibility requirements applicable in both the United States and Canada. Include details on how your organization ensures inclusivity and accommodates individuals with disabilities in the design, manufacture, installation, and support of your offerings.	<p>Outdoor-Fit Exercise Systems designs all products and site layouts to comply with the relevant accessibility requirements applicable in both the United States and Canada, including the Americans with Disabilities Act (ADA) and the Canadian Standards Association (CSA) accessibility guidelines. Our commitment to inclusivity extends through every phase of our process—from design and manufacturing to installation and long-term support.</p> <p>All Outdoor-Fit equipment is developed to meet or exceed ASTM F3101 standards for unsupervised outdoor fitness equipment, which includes safety and accessibility considerations. During the design process, our engineering team ensures that site layouts conform to ADA and CSA spatial requirements, including adequate clear floor space, accessible routes, and maneuvering areas around each piece of equipment. We provide layout drawings and planning assistance for every project to help ensure installations meet accessibility standards.</p> <p>From a product perspective, Outdoor-Fit designs equipment that accommodates a wide range of users and abilities. Several of our units are wheelchair-accessible, such as our Hi-Lo Pulley System, which allows users to exercise directly from a wheelchair and adjust resistance in 10-pound increments from 10 to 100 pounds. Our Cali-Line series further expands accessibility, offering products designed specifically for individuals with reduced mobility or who use wheelchairs, ensuring inclusive participation in outdoor fitness spaces.</p> <p>In addition to accessible equipment, Outdoor-Fit's biomechanically correct design philosophy supports safety and usability for all users by promoting natural movement patterns that minimize strain and reduce the risk of injury. Features such as our chin-dip assist mechanism help users who may not have the strength to complete certain exercises independently, allowing broader participation regardless of fitness level.</p> <p>During installation, our authorized dealers and partners follow detailed instructions to ensure the equipment and site layouts maintain proper accessibility clearances. Our technical support team also reviews site plans and provides guidance to ensure compliance before installation begins.</p> <p>Through thoughtful product design, adherence to ADA and CSA standards, and comprehensive planning and support, Outdoor-Fit ensures that all customers can create inclusive, accessible outdoor fitness environments that promote wellness and participation for individuals of all ages and abilities.</p>
48	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	<p>The primary industry certification applicable to Outdoor-Fit Exercise Systems and our products is ASTM compliance. All of our equipment is designed and manufactured to meet or exceed the ASTM F3101 Standard Specification for Unsupervised Outdoor Fitness Equipment. This standard defines the safety, performance, and durability requirements specific to outdoor exercise systems, ensuring that every product we produce is appropriate for public and unsupervised use.</p> <p>ASTM compliance is a self-certifying standard, meaning that manufacturers are responsible for ensuring their designs conform to the prescribed specifications through internal testing, documentation, and quality control. Outdoor-Fit takes this responsibility very seriously; each of our designs undergoes detailed engineering review, prototype testing, and validation to confirm compliance before being released for production.</p> <p>By adhering to ASTM standards, Outdoor-Fit ensures that all of our equipment meets recognized benchmarks for user safety, structural integrity, and biomechanical function, providing customers with confidence that our products are built to the highest industry expectations.</p>

49	Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.	<p>Outdoor-Fit Exercise Systems differentiates itself through the strength, durability, and precision of its manufacturing processes and material specifications. We take pride in building equipment that we often describe as “wildly overbuilt,” a phrase that accurately reflects our commitment to exceptional build quality and long-term performance in even the harshest outdoor environments.</p> <p>All Outdoor-Fit products are designed, engineered, and manufactured in-house, allowing us to maintain complete control over every stage of production. Unlike many competitors who use lighter materials or thinner tubing, Outdoor-Fit constructs all of its equipment using heavy-gauge steel and steel tubing for superior strength and stability. The majority of our structural components are fabricated from 1/4-inch and 3/16-inch plate steel, which provides outstanding resistance to flexing, fatigue, and environmental wear.</p> <p>All steel then undergoes our multi-stage powder coating process, which provides unmatched protection against corrosion and weather exposure. Every steel component undergoes an abrasive blasting process to remove impurities and create an ideal surface profile for coating adhesion. This is followed by a five-stage chemical wash, during which a zirconium conversion coating is applied to enhance corrosion resistance further. After surface preparation, each component receives a zinc-rich primer coat that forms a strong protective base layer, followed by a super-durable polyester powder coat topcoat. This final finish provides exceptional UV stability, impact resistance, and color retention, ensuring our equipment maintains its appearance and performance over years of outdoor exposure.</p> <p>In addition, Outdoor-Fit uses stainless steel hardware and precision welds to reinforce every connection point and eliminate weak spots. Together, these manufacturing practices result in equipment that is truly built to last, offering superior structural integrity, safety, and aesthetic longevity compared to typical outdoor fitness products.</p>
50	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.	<p>Outdoor-Fit Exercise Systems places user safety, well-being, and accessibility at the center of every product we design and manufacture. All of our equipment is engineered to meet or exceed ASTM F3101 standards for unsupervised outdoor fitness equipment. These standards ensure that each unit is free of pinch points, entrapment hazards, sharp edges, or other potential risks, providing users with a safe and reliable exercise experience in any environment.</p> <p>A key factor contributing to user safety is our focus on biomechanically correct design. Every Outdoor-Fit product is engineered to promote natural, functional movement patterns that reduce stress on joints and muscles. This not only improves exercise effectiveness but also minimizes the risk of injury, a feature often overlooked in other outdoor fitness products.</p> <p>We are equally committed to accessibility and inclusivity, ensuring our equipment can be used by people of all abilities. Several of our stations, such as the Hi-Lo Pulley System, are fully wheelchair-accessible and include adjustable resistance from 10 lbs to 100 lbs in 10 lb increments, allowing users to select the load that best suits their strength and ability. Similarly, our chin-dip assist mechanism is designed to support users who cannot perform bodyweight chin-ups or dips, providing a safer and more accessible progression toward these movements.</p> <p>In addition to equipment design, all site layouts and installation plans developed by Outdoor-Fit comply with ASTM and ADA spacing standards to ensure proper clearance and safe user flow around the equipment. Our new Cali-Line series further enhances accessibility with several units designed specifically for users in wheelchairs or with reduced mobility, promoting inclusivity in public and institutional fitness spaces.</p> <p>By combining strict safety compliance, biomechanical integrity, and a deep commitment to accessibility, Outdoor-Fit provides outdoor fitness solutions that support the safety, health, and confidence of all users regardless of age, ability, or experience level.</p>

51	Describe how your offering addresses the customer's desire to customize the offering.	<p>Customization can take several forms. In many cases, we collaborate with customers to create tailored equipment packages that fit the available space, intended user groups, and project budget. Our experienced sales and design teams assist with layout planning and equipment selection to ensure the final configuration delivers the best balance of exercise variety, safety, and accessibility.</p> <p>With our new Cali-Line series, Outdoor-Fit also offers customers the ability to design fully custom fitness rigs, allowing them to select stations, configurations, and attachments that meet their specific programming or site requirements. This level of design flexibility offers endless possibilities for creating unique outdoor fitness environments, ranging from compact community stations to large multi-user training zones.</p> <p>Our products can also be personalized aesthetically. Customers can choose from a range of custom colors, add branded placards, logos, or signage, and even incorporate community or facility branding directly onto the equipment. Depending on the complexity of the request, some customizations—such as color matching or basic branding are included at no additional charge, while more intricate or one-off requests may involve a customization fee.</p> <p>This collaborative and flexible approach ensures that every installation reflects the customer's priorities, whether that means meeting a specific fitness goal, matching community colors, or creating a distinctive, fully branded outdoor wellness space.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
52	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	While we do not hold any of these business certifications, we do have dealers who hold SDVOB, VBE, and WBE certifications.	*
53		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do have dealers that are WBE	*
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do have dealers that are VBE	*
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do have dealers that are SDVOB	*
58		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are technically a small business, but we do not have official certification for this. We have dealers that are SBE	*
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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61	Describe your payment terms and accepted payment methods.	<p>Outdoor-Fit Exercise Systems' standard payment terms are Net 30 days from the time the product is delivered. This allows customers sufficient time to process payments after receiving goods, while ensuring efficient and predictable financial transactions.</p> <p>We accept several payment methods to accommodate our customers' needs, including check, ACH payment, EFT, wire transfer, and credit card. For credit card payments, a 3% processing fee is applied to cover associated transaction costs.</p> <p>These flexible payment options and clear terms ensure a smooth and transparent purchasing process for all customers, whether orders are placed directly through Outdoor-Fit or via one of our authorized dealers.</p>	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Outdoor-Fit Exercise Systems offers financing options for educational and governmental entities through our partnership with NCL Government Capital, a trusted Sourcewell-awarded financing provider. NCL Government Capital holds an active Sourcewell contract for financing services, allowing Sourcewell members to access flexible and compliant funding solutions that align with public procurement requirements.</p> <p>Through this partnership, customers can structure lease or finance agreements that best fit their budget cycles and project needs, including options for seasonal or multi-year payment schedules. This arrangement enables organizations to acquire Outdoor-Fit equipment promptly while spreading the cost over time, thereby preserving capital budgets and allowing projects to proceed without delay.</p> <p>All financing through NCL Government Capital is fully Sourcewell-compliant, ensuring a seamless and transparent process for participating entities. Outdoor-Fit's sales team can facilitate introductions to NCL's financing representatives and provide any required documentation or project details to assist in the application process.</p>	*
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Outdoor-Fit Exercise Systems uses a set of standard transaction documents to ensure every order is handled with clarity, transparency, and consistency. These documents outline key details, including product specifications, pricing, delivery timelines, warranty coverage, and service expectations, providing a clear framework for each transaction. Our Quotation and Order Form serves as the primary document for all purchases, detailing the specific equipment, quantities, pricing, freight costs, and any applicable contract references, such as the Sourcewell contract number. Each quotation is accompanied by our Standard Terms and Conditions, which define payment terms, delivery responsibilities, warranty coverage, and procedures for returns, cancellations, and warranty claims.</p> <p>Every order also includes a Warranty Statement, outlining Outdoor-Fit's warranty periods and coverage for both structural and moving components, as well as our Installation and Maintenance Guides, which provide detailed instructions and technical drawings to ensure proper assembly and long-term performance. For projects requiring post-installation support through a dealer or installer, Outdoor-Fit can also issue a Service Level Agreement (SLA) that defines the roles, responsibilities, and expected response times for all parties involved.</p> <p>All supporting documents, including our quotation template, terms and conditions, warranty statement, and installation guide examples, will be uploaded to the document section of this proposal. These documents are designed to be transparent, compliant, and adaptable, meeting the needs of all Sourcewell participating entities.</p>	*
64	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?	<p>Yes, Outdoor-Fit Exercise Systems accepts the P-card procurement and payment process. P-cards are processed through our standard credit card processing system, ensuring a secure and efficient transaction experience for customers.</p> <p>While standard credit card payments are subject to a 3% processing fee, purchases made using P-cards are subject to a reduced 1.5% processing fee. This fee helps offset the administrative and transaction costs associated with card processing.</p>	*

65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Outdoor-Fit Exercise Systems uses a line-item pricing model for all products included in our proposal. This model provides clear, transparent pricing on each individual product, allowing Sourcewell participating entities to easily identify costs and discounts for the specific items they wish to purchase.</p> <p>Our detailed pricing document, which is included in the document upload section of this response, lists all current Outdoor-Fit SKUs along with the Manufacturer's Suggested Retail Price (MSRP) and the proposed Sourcewell Contract Price. The Sourcewell Contract Price reflects our standard cooperative discount applied to each line item, ensuring consistent and competitive pricing across all customers.</p> <p>This approach gives customersthe flexibility to build project-specific equipment packages while maintaining full pricing transparency. It also allows for straightforward integration into Sourcewell's contract documentation and ordering processes. All pricing and SKUs in the uploaded document represent our complete current product offering eligible under the proposed agreement.</p>	*
66	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>For this proposal, Outdoor-Fit Exercise Systems is offering a 7% discount off the Manufacturer's Suggested Retail Price (MSRP) for all products included in our submission. This discount applies uniformly across our full product line and is reflected in the Sourcewell Contract Price listed in the attached pricing document.</p> <p>The pricing document included in the document upload section clearly shows each product SKU, its corresponding MSRP, and the discounted Sourcewell Contract Price after applying the 7% reduction. This straightforward pricing structure ensures transparency, consistency, and ease of use for Sourcewell participating entities, allowing them to clearly see the value and savings associated with purchasing through the awarded cooperative contract.</p>	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	<p>In addition to the standard 7% discount off MSRP offered to all Sourcewell participating entities, Outdoor-Fit Exercise Systems also provides additional quantity-based discounts for larger orders. These discounts are evaluated and applied at the time of quoting, based on the total number of units and specific SKUs included in the order.</p> <p>This approach ensures that customers purchasing multiple units or outfitting larger projects, such as park systems, correctional facilities, or school districts, receive additional savings that reflect the economies of scale in manufacturing and logistics. All additional discounts are clearly identified in the formal quotation provided to the customer, ensuring full transparency and consistency in pricing across all Sourcewell transactions.</p>	*
68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Outdoor-Fit Exercise Systems recognizes that certain projects may require "sourced" products or related services outside the standard items listed under the awarded contract. To accommodate these requests, Outdoor-Fit proposes to provide such open market or non-contracted items on a quoted basis, ensuring that pricing remains transparent, competitive, and appropriate to the specific scope of work.</p> <p>In most cases, these sourced items, such as site preparation materials, specialized installation services, or complementary equipment from third-party suppliers, will be provided at cost plus a minimal administrative percentage to cover coordination and handling. Alternatively, if preferred by the customer, Outdoor-Fit can provide a formal itemized quote for each such request, clearly outlining the cost breakdown and any applicable service fees.</p> <p>This flexible approach allows Sourcewell participating entities to procure all required components of a project through a single, coordinated source while maintaining compliance with contract pricing principles and ensuring best-value procurement.</p>	*

69	<p>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>	<p>The pricing shown in the attached Outdoor-Fit Exercise Systems pricing sheet represents “all-in” product pricing, meaning that it includes all standard manufacturing, packaging, and documentation costs. The only standard additional charge not included in the listed pricing is freight, which is quoted separately based on the project location, shipment size, and delivery requirements.</p> <p>If a project requires additional services or fees, such as site preparation, installation, or specialized delivery arrangements, these will always be clearly identified and included in the formal quotation before order placement. Any such costs are determined on a case-by-case basis and are typically managed either directly by Outdoor-Fit or through one of our authorized dealers or installation partners, depending on the project scope and location.</p> <p>Outdoor-Fit is committed to transparency in all pricing and proposal documentation. No hidden or unexpected fees are added after the order is placed, and all optional costs are communicated upfront during the quoting phase to ensure that Sourcewell participating entities have complete visibility into the total acquisition cost.</p>	*
70	<p>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>	<p>As noted throughout this proposal, due to the nature of Outdoor-Fit Exercise Systems' products, larger, commercial-grade outdoor fitness equipment, each project typically involves a detailed purchasing and coordination process. Due to this, freight, delivery, and shipping costs are always quoted individually to ensure accuracy and transparency. Quotes are never auto-generated; instead, a member of our internal sales team works directly with the customer or authorized dealer to fully understand the scope of the project, including equipment selection, quantities, and delivery requirements.</p> <p>Before presenting any formal quote, Outdoor-Fit obtains a freight quote specific to that project to ensure that the customer receives the most accurate and complete cost estimate possible. The freight rate shown on our quotes is “all-in,” meaning it includes all transportation costs, customs clearance, duties, tariffs, and applicable documentation. No additional or hidden fees are passed through to the customer after the quote is provided.</p> <p>Outdoor-Fit manages all logistics through our freight forwarding partner, Kuehne & Nagel, one of the world's leading logistics providers. They handle every aspect of our shipments, including customs documentation, import/export paperwork, brokerage, and transportation management, to ensure smooth and efficient delivery anywhere in North America. Freight charges also include insurance coverage for the full value of the shipment, providing added protection and peace of mind for our customers.</p> <p>All freight quoted by Outdoor-Fit includes delivery directly to the customer's address, whether it be a municipal facility, correctional institution, school, or park site. This comprehensive freight program ensures that every shipment arrives safely, on schedule, and with no unexpected costs, providing a seamless experience from production through final delivery.</p>	*

71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Outdoor-Fit Exercise Systems manages all freight, shipping, and delivery directly from our manufacturing facility in Dartmouth, Nova Scotia, ensuring that every order, regardless of destination, is accurately and efficiently coordinated with complete cost transparency. All freight is quoted on a project-specific basis to ensure precise pricing based on shipment size, destination, and delivery requirements.</p> <p>For customers in Alaska, Hawaii, Northern Canada, and other offshore destinations, the only differences from standard continental U.S. deliveries relate to freight transit times and costs. Because these locations require additional logistical coordination and extended shipping routes, transit times are typically longer, and freight costs may be higher than standard rates. Outdoor-Fit provides a custom freight quote and estimated delivery timeline at the time of quotation, ensuring customers have complete visibility into total costs and delivery expectations before placing an order.</p> <p>In Canada, freight and delivery logistics are comparable primarily to shipments within the continental United States. As a Canadian-based manufacturer, Outdoor-Fit maintains efficient national coverage and routinely delivers to customers across all provinces and territories. For the majority of Canadian customers, freight pricing and delivery timelines are equivalent to those of U.S. customers, as equipment is shipped directly from our Nova Scotia facility through established carriers and distribution networks.</p> <p>All Outdoor-Fit shipments are managed through our global logistics partner, Kuehne & Nagel, which oversees transportation, customs documentation, import/export paperwork, and insurance coverage for the full value of the shipment. This ensures smooth delivery anywhere in North America, including Alaska, Hawaii, and northern or remote Canadian regions, with all duties and brokerage handled by our logistics team.</p> <p>Beyond these freight-related considerations, there are no additional restrictions or limitations for Sourcewell participating entities in these areas. Product availability, warranty coverage, and customer support remain consistent across all regions, ensuring every customer receives the same level of quality, service, and reliability.</p> <p>This approach ensures timely, secure, and transparent delivery for all Sourcewell members, regardless of location, while maintaining Outdoor-Fit's commitment to dependable logistics and customer satisfaction.</p>	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Outdoor-Fit Exercise Systems ships all products by truck or freight carrier, using delivery methods best suited to the size, scope, and destination of each order. Because our equipment consists of large, commercial-grade outdoor fitness systems, shipments typically move via Less-Than-Truckload (LTL) or Full-Truckload (FTL) freight, depending on order volume and customer requirements.</p> <p>While our distribution and delivery process is not unique in structure, it is highly coordinated and customer-focused. Before shipment, Outdoor-Fit's logistics team works directly with each customer or authorized dealer to confirm delivery details, including site access, equipment offloading capabilities, and any special requirements such as tailgate lift service or appointment-based deliveries. These options can be arranged as needed to ensure a smooth and efficient delivery experience.</p> <p>For coastal or offshore destinations such as Hawaii, Outdoor-Fit manages deliveries through sea freight in coordination with our global logistics partner, Kuehne & Nagel. Equipment is securely packaged and containerized before being shipped by sea, ensuring safe arrival while keeping freight costs optimized for long-distance transport.</p> <p>Across all regions, including the continental United States, Canada, Alaska, Hawaii, and U.S. territories, Outdoor-Fit's logistics team maintains complete oversight of each shipment from origin to destination. All freight includes comprehensive insurance coverage for the full value of the equipment, and customers receive shipment tracking and delivery confirmations to ensure transparency throughout the entire process.</p>	*

73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Outdoor-Fit Exercise Systems employs a well-defined self-audit process that is fully integrated into our sales operations to ensure complete compliance with our Sourcewell cooperative purchasing agreement. Having successfully managed a Sourcewell contract for several years, we have built compliance verification directly into our quoting, sales tracking, and dealer communication processes to maintain consistent accuracy and transparency for all participating entities.</p> <p>Because each Outdoor-Fit project involves unique equipment configurations, site requirements, and delivery logistics, quotes are never auto-generated, and pricing is not publicly posted. Instead, every Sourcewell-related order is reviewed and prepared manually by our internal sales team. This ensures that the correct Sourcewell contract pricing and terms are applied to each quotation. Sourcewell participation is discussed in nearly every customer interaction as a key procurement tool, helping agencies and organizations streamline purchasing while ensuring they receive approved contract pricing. Our internal sales team and network of authorized dealers receive regular updates on contract pricing, discounts, and terms to ensure uniform application of Sourcewell pricing across all markets. Each dealer is trained to accurately identify and process Sourcewell member purchases, and our sales management team performs ongoing oversight to ensure that all pricing aligns with the current approved rate structure.</p> <p>All Sourcewell-related opportunities are also tracked within our CRM system (HubSpot), which includes dedicated fields to record whether a transaction falls under the Sourcewell agreement. For each qualifying project, we capture the Sourcewell member number, pricing details, and contract reference information. This system provides a clear audit trail, enabling periodic internal reviews to confirm that all Sourcewell projects are correctly classified, priced, and reported.</p>
74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>If awarded a renewed agreement, Outdoor-Fit Exercise Systems will continue to use a comprehensive set of internal performance metrics to measure the ongoing success and effectiveness of our Sourcewell partnership. These metrics are tracked through our HubSpot CRM system and internal sales reporting tools, providing a clear, data-driven view of contract utilization and overall impact across North America. Every Sourcewell-related opportunity is logged and categorized within our CRM, where each project is tagged by market sector, lead source, sales channel (direct or dealer), geographic region (state or province), and Sourcewell participation status. This system enables our team to produce detailed quarterly and annual reports that demonstrate the performance of the Sourcewell agreement in relation to our overall business activity.</p> <p>Key performance indicators include total Sourcewell contract sales volume, both in dollars and number of projects, as well as the percentage of total company sales attributed to Sourcewell compared to open-market transactions. Additional metrics track regional and market segmentation, identifying where the contract has the most significant activity, whether in corrections, parks and recreation, or education markets. Lead source data helps determine how opportunities are generated, while dealer engagement and performance metrics show how frequently the Sourcewell contract is referenced or used during the sales process. We also monitor sales cycle lengths and conversion rates to assess how the contract influences procurement efficiency and project completion timelines.</p> <p>By reviewing these metrics quarterly and annually, Outdoor-Fit gains a comprehensive understanding of how Sourcewell contributes to business growth, market reach, and member engagement. This enables us to continually refine our marketing strategies, enhance dealer training, and identify areas for improvement. Ultimately, this data-driven approach ensures that Outdoor-Fit consistently measures, evaluates, and enhances our performance under the Sourcewell agreement, maintaining alignment with Sourcewell's goals and maximizing value for participating entities.</p>

75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Outdoor-Fit Exercise Systems proposes an administration fee of 1.5% payable to Sourcewell on all completed transactions with participating entities under the awarded Master Agreement. This rate is consistent with our current Sourcewell contract and reflects our commitment to a fair and transparent partnership. The fee will be calculated on the total value of completed transactions within each reporting period and remitted according to Sourcewell's schedule. This structure ensures accurate reporting and continued support for Sourcewell's cooperative purchasing program and member services.	*
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Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Outdoor-Fit Exercise Systems is offering 7% off the Manufacturer's Suggested Retail Price (MSRP) to all Sourcewell participating entities, representing the best level of pricing available across any of our sales channels or contract programs. This discount is greater than or equal to the pricing offered through any other cooperative, state, or regional purchasing agreement, ensuring that Sourcewell members receive the most competitive and value-driven pricing we provide.	*

Table 7A: Depth and Breadth of Offered Solutions (225 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Outdoor-Fit Exercise Systems offers a comprehensive range of outdoor fitness equipment solutions designed specifically for users aged 13 and older. Our equipment is engineered to deliver safe, effective, and biomechanically correct workouts suitable for public parks, correctional facilities, schools, military installations, and community wellness spaces. None of our products is designed or intended for children's use. A full product catalog detailing all equipment models, specifications, and configurations will be uploaded in the document section of this proposal for review.</p> <p>Our product line is organized into four main categories, each offering unique benefits to accommodate diverse fitness needs and environments:</p> <p>1. Dynamic Multigyms: These systems form the core of our product offering and are designed to allow multiple users to exercise simultaneously across a wide variety of stations. Dynamic Multigyms incorporate moving parts and adjustable mechanisms to provide resistance-based and functional training options similar to those found in indoor gyms. Notable examples include our Hi-Lo Pulley System, which enables smooth, adjustable resistance training in an outdoor setting, and our Chin-Dip Assist mechanism, which supports users as they develop upper-body strength. These units combine versatility, innovation, and biomechanical precision to create true full-body outdoor training systems.</p> <p>2. Static Multigyms: Our Static Multigyms offer many of the same exercise options as the Dynamic series, but feature no moving parts, making them ideal for high-use or low-maintenance environments, such as correctional facilities or unsupervised public spaces. These durable, tamper-proof systems enable multiple users simultaneously and provide a comprehensive workout through a variety of fixed stations, focusing on strength, endurance, and flexibility.</p> <p>3. Cardio & Stretching Equipment: This line features specialized stations that focus on aerobic fitness, flexibility, and mobility training. These products are designed to enhance cardiovascular health, improve range of motion, and promote recovery, offering users the opportunity to warm up, cool down, or complement strength-focused workouts.</p> <p>4. Cali-Line Modular Rig Systems: Our newest innovation, the Cali-Line, is a fully modular rig-style training system offering over 50 unique components and configurations. Customers can design custom layouts by selecting various exercise stations, attachments, and accessories to fit their specific space, programming, and user goals. Cali-Line rigs are ideal for creating community fitness zones, outdoor gyms, or athletic training areas, offering unmatched flexibility and visual impact.</p> <p>Across all categories, every Outdoor-Fit product is designed and manufactured in-house to meet or exceed ASTM F3101 standards for unsupervised outdoor fitness equipment. Each system is built for long-term performance, safety, and inclusivity, ensuring real exercise results in outdoor environments.</p>
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Outdoor Fitness Equipment *

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Include which ones you are offering	
79	<p>Category 1 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Water Play or Aquatic Equipment, including but not limited to:</p> <p>a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
80	<p>Category 2 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to:</p> <p>a) Benches, picnic tables, bike racks, waste receptacles; b) Dog Park solutions; c) Playground and aquatic surfacing and fall protection; d) Shade coverings</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
81	<p>Category 3 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to:</p> <p>a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as: i. Cardio training; ii. Strength, agility, and mobility training; and iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No	Comprehensive line of outdoor fitness equipment	*
82	<p>Category 4 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if they have Playgrounds AND one or more of b, c, or d, including but not limited to:</p> <p>a) Playgrounds</p> <p>and at least one of the following:</p> <p>b) Water Play or Aquatic Equipment (See Category 1, above); c) Outdoor Site Amenities and Furnishings (See Category 2, above); and d) Outdoor Fitness (See Category 3, above).</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	Outdoor fitness equipment as per Cat. 3	*
83	Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Outdoor fitness equipment and related services	*

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

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Pricing.zip - Wednesday October 08, 2025 13:10:57
 - [Financial Strength and Stability](#) - Financial Reference Documents.zip - Wednesday October 15, 2025 18:17:31
 - [Marketing Plan/Samples](#) - Marketing Plan - Samples.zip - Wednesday October 08, 2025 13:11:21
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday October 08, 2025 13:11:41
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Playground Equipment Outdoor Fitness RFP 101625 Fri October 3 2025 04:18 PM	<input checked="" type="checkbox"/>	4
Addendum 2 Playground Equipment Outdoor Fitness RFP 101625 Wed October 1 2025 11:49 AM	<input checked="" type="checkbox"/>	3
Addendum 1 Playground Equip Outdoor Fitness RFP 101625 Wed September 24 2025 01:18 PM	<input checked="" type="checkbox"/>	2