

**MASTER AGREEMENT #101625**

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

SUPPLIER: Superior International Industries, Inc. dba Superior Recreational Products

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Superior International Industries, Inc. dba Superior Recreational Products, 1050 Columbia Drive, Carrollton, GA 30117 (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 4 to Participating Entities. In Scope solutions include but are not limited to:
- a) **Playground Equipment**
- and at least one of the following:
- b) Water Play or Aquatic Equipment);
- c) Outdoor Site Amenities and Furnishings; and
- d) Outdoor Fitness .
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

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

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

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

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

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

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

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

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

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

Article 3: Supplier Obligations to Participating Entities

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

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

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

Sourcewell

Signed by:



C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

12/16/2025 | 5:55 PM CST

Date: _____

Superior International Industries, Inc.
dba Superior Recreational Products

Signed by:



6B4297D19DD24B4...

By: _____

Jonathan Hardesty

Title: General Manager

12/16/2025 | 2:42 PM CST

Date: _____

RFP 101625 - Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

Vendor Details

Company Name: Superior International Industries

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

Address: 1050 Columbia Drive
Carrollton, Georgia 30117

Contact: Katrina Lockhart

Email: katrina.lockhart@siibrands.com

Phone: 678-390-1615 1615

Fax: 678-390-1615

HST#: 58-2115250

Submission Details

Created On: Thursday August 28, 2025 08:31:47

Submitted On: Monday October 13, 2025 08:47:13

Submitted By: Katrina Lockhart

Email: katrina.lockhart@siibrands.com

Transaction #: ed87cf35-f289-4b05-906b-f1fb03f64162

Submitter's IP Address: 147.243.202.212

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.	Superior International Industries, Inc, dba Superior Recreational Products	*
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).	Superior Recreational Products	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code - 7G697 UEI - EQUHU138PG57	*
5	Provide your NAICS code applicable to Solutions proposed.	423910, 238990, 339920, 326199, 337127	
6	Proposer Physical Address:	Superior Recreational Products 1050 Columbia Drive Carrollton, GA 30117	*
7	Proposer website address (or addresses):	superiorrecreationalproducts.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):	Jonathan Hardesty - General Manager Superior Recreational Products 1050 Columbia Drive, Carrollton, GA 30117 jonathan.hardesty@siibrands.com 678-390-1632	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Katrina Lockhart New Business & Specialty Sales/Buying Cooperative Manager Superior Recreational Products 1050 Columbia Drive, Carrollton, GA 30117 katrina.lockhart@siibrands.com 678-390-1615	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dan Link Vice-President of Sales Superior Recreational Products 1050 Columbia Drive, Carrollton, GA 30117 Dan.Link@siibrands.com 770-558-0502	*

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.	With customer focused industry expertise and a complete collection of premium products, Superior Recreational Products (SRP) delivers an uncommonly easy way to create tailored environments that provide comfortable solutions to communities that allow them to Play, Relax, and Live. SRP, headquartered in Carrollton, GA., started as small plastics manufacturer and residential playground component business in 1990. Since then, our six employees have grown to over 200. In 2017, Superior became part of PlayCore, the largest affiliate in the recreational manufacturing and service providing industry with over 3,500 employees and 48 affiliate companies. Superior has over 400 points of distribution around the United States, Canada, and other parts of the globe that carry and represent products in play, shade, site amenities, shelter, and many other recreational offerings. Those SRP distributors, or Partners as we call them, help clients with the recreational needs, installation services, and support they seek. Through this they help create and deliver a culture that cultivates communities, enriches lives, and empower people to Play, Relax, and Live. Most of all, the products SRP offers helps bring everyone in the community together, which is a result that we are proud of at SRP.	*
12	What are your company's expectations in the event of an award?	Superior Recreational Products (SRP) currently holds contracts with BuyBoard, GSA, HGAC and NASPO which allows our clients to meet legal procurement guidelines and transact rapidly and expeditiously. Sourcewell has a reputation of being the premier procurement cooperative giving public agencies local dealer access with national buying power. With SRP growing 10-15% per year already, the Sourcewell contract would enable both entities to see growth and expansion in a dynamic market. SRP's ever growing network would bring a new array of municipal and state clients to Sourcewell and in return, the Sourcewell contract would allow our local dealers to more easily provide individual service and offerings to meet the needs of those local agencies.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	SRP does not have any outstanding credit or supply issues and maintains good relationships with our vendors. The company has single project bonding capacity in the amount of \$1,000,000 with an aggregate bonding limit of \$15,000,000. SRP maintains a general liability limit of \$2/\$4 million, automobile liability of \$1 million and a complete liability package of \$52 million. Upon notification of a Sourcewell Contract award Superior Recreational Products will list Sourcewell as an additional insured under SRP's commercial general liability insurance policy. Please note attached document labeled "Superior Insurance Information". Superior Recreational Products bonding agent information is as follows Marsh USA 445 South Street Morristown, NJ 07960 AnnMarie Keane (annmarie.keane@marsh.com) (404) 995-2722 Please reference attached document labeled "Credit Reference Information" Please reference attached document labeled "SRP Company Information" Please reference attached document labeled "Superior Insurance Information"	*
14	What is your US market share for the Solutions that you are proposing?	Generally, market share data is confidential and only disclosed with non-disclosure agreements. In general, Superior Recreational Products (SRP) is a top manufacturer in play, shade, site amenities, and shelter. SRP being a top 2-3 market share manufacturer in shade offerings, along with IPEMA (International Play Equipment Manufacturer's Association) data that suggest we have up to 8-12% of the market share in play in certain states or territories across the United States. In some territories, this data can even be more substantial making SRP a major contender in our industry. This data, when combined with PlayCore's (our parent company) impact, means that we are part of an organization that has 25-30% or more market share depending on territory or product offerings.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Generally, market share data is confidential and only disclosed with non-disclosure agreements. SRP is one of the only manufacturers where the ownership also owns a manufacturing plant in Ontario, Canada. SPI Industries is a play component, indoor play, and parts manufacturer with over 40 years of history serving Canada. We believe we are one of the only lines bidding this solicitation that can claim that it has entities and similar management in both the United States and Canada. This entity provides manufacturing, design, and installation resources through all of Canada.	*
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.	There has been no claims, bankruptcies or insolvency issues in the Superior Recreational Products history. There are no outstanding judgements nor is SRP in default.	*

17	<p>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).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Superior Recreational Products (SRP) is a customer focused manufacturer with hundreds of national and international distributors we refer to as Partners. The agencies who retail, install, and service our products employ and utilize thousands of individuals dedicated to their territorial needs. With full coverage around the United States, those local and state licensed agencies have been interviewed, received onboarding training, are provided technical service and support by Superior, and have contractual business relationships with Superior Recreational Products. Design, engineering, testing and compliance, and customer care support is offered by our home office in Carrollton, GA. This support, along with the many locations around the country provided by PlayCore; provides our clients the complete compliment of products and services to provide and maintain recreational areas. While support is frequently a collaboration between Superior (manufacturer) and the distributor (local/onsite) to meet the needs of our clients, each unit of the team generally has its own functions.</p> <p>With Sourcewell specifically in mind, SRP would hold the contract, be ultimately responsible for the fulfillment of the contract and meeting expectations, customer service, billing, and maintenance of the product. SRP internal leadership team would then connect and correspond to the local SRP Partner to assist the Sourcewell clients.</p> <p>SRP sales leadership is under the Vice President of Sales, then a team of leaders who specialize in various product categories such as play, shade, shelter, site amenities and dog park, indoor play, and various products who have support engineers and assistants in their individual groups.</p>	*
18	<p>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>	<p>As a manufacturer of recreational equipment, there is technically no particular guideline or license that must be in possession. However, Superior Recreational Products (SRP) is an industry leader in certification and compliance. As previously mentioned, SRP is part of the PlayCore ownership. PlayCore is the undisputed leader in the recreational space with SRP as one of its flagship entities. Many of its and Superior's direct employees have served as key member of IPEMA (international playground equipment manufacturer's association). IPEMA promotes the guidelines that lead to quality and safety of recreational equipment. Many of PlayCore's members have been past presidents. SRP has had key members on guideline committees of play, surfacing, compliance testing, etc. SRP is not only a member of IPEMA, it participates and assists IPEMA governance, and its products meet or exceed the recommendations given by IPEMA. IPEMA tests, through 3rd party agencies, to the Federal Standards including ASTM F1487, F2373, F1292 for surfacing impact attenuation. SRP also tests to and meet the requirements of the Consumer Product Safety Commission (CPSC) for playgrounds. These domestic compliances along with meeting and exceeding the Canadian standard of CSA Z614-20 helps ensure mitigation of risk and enjoyment of safe play and recreation. Superior has on-site laboratory for testing and compliance at our Carrollton, GA office. Each year, a third-party agency validates compliance to these industry guidelines ensuring that equipment manufactured meets and exceeds those guidelines for safety, durability, and compliance. Additionally, SRP has its manufacturing staff and its distribution partners gain certification and become a certified playground safety inspector (CPSI). This is in addition to the standards met above. Complementing our safety initiatives, we seek access for all. Hence, our team of designers, advisors, and staff sit on ADA boards and ensure compliance to the American with Disability Act (ADA). Furthermore, our factories are ISO 9001 (Industry certification process used to measure standards and compliance) and ISO 14001 (Green Certification for environmental management, evaluation and auditing), PCI 4000 Certification (awarded to powder coaters who pass rigorous audit adherence to the highest quality standards and power coating application), TUV SUD America (providing testing and certification to the TUV SUD America that products have passed procedures based on European Harmonized Standard for Commercial Playground Equipment). These manufacturing compliances along with our SRP Partners being licensed in each state not only for business, but regulatory and installation guidelines, allows for our customers to be assured that they are receiving the highest level of service. Most of the installers are NPSI certified and are trained and onboarded by a leader who is NPSI, OSHA 20, and OSHA 40 certified.</p>	*
19	<p>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.</p>	<p>Superior Recreational Products has had no current or past debarments or suspensions.</p>	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Locally, Superior Recreational Products (SRP) has been nominated for Georgia Manufacturer of the Year out of more than 7,000 manufacturing companies. We were runner-up in 2019. Also, our general manager won the award for Operational Manager of the year in 2019. In 2023, SRP won Better Business Torch Award for Ethics in Southeast TN and Northeast Georgia, which qualified SRP for the 2024 international Award. We were one of only 11 finalists in the International Award competition where SRP was awarded runner-up. The BBB Torch Award is awarded to ensure marketplace and business ethics and ensure fairness along five categories of trust, character, culture, customers, and community.</p> <p>Our plants have won certifications from LADBS (City of Los Angeles Department of Building and Safety), City of Phoenix (Approved Fabricator), City of Houston (approved weld and metal fabricator), and Clarke County (Nevada) for fabrication, weld, and industry quality and compliance.</p> <p>Superior has been and retains status as a preferred provider of shade structures to the American Zoological Association (AZA) with structures from the Miami Zoo, Dallas Zoo, and Minneapolis Zoo. Additionally, our education units have been approved as accredited presentations for Continual Educational Units and training (C.E.U.s) for Shade and the Landscape Architectural community for public, private, and commercial areas.</p> <p>Please note document labeled "2025-2025 Certificate (SRP)- City of Houston"</p> <p>Please note document labeled "24118 C03-2020 (SRP) Certification-City of Phoenix"</p> <p>Please note document labeled "Clark County NV Approved Fabricator Certification"</p> <p>Please note document labeled "LADBS 2024 Certification"</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	When including state and federal municipal parks and recreation, approximately 38% of SRP's sales, an average for a three-year period of time, would be considered 'government sector' clients.	*
22	What percentage of your sales are to the education sector in the past three years?	When including university, grade school, and early childhood, approximately 26% of SRP's sales are to these markets. This averages three years of performance.	*
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>Superior Recreational Products has been awarded and maintains Purchasing Cooperatives with the following agencies:</p> <p>BuyBoard current Contract #678-22 - New BuyBoard Contract #781-25 was awarded and will be effective as of 10/1/25-9/30/28.</p> <p>NASPO ValuePoint Contract - Master Agreement - PO-10700-00015854. Contract awarded from 5/19/2023 - 12/31/2027.</p> <p>Superior Recreational Products holds Participating Agreements in the following States for NASPO Valuepoint.</p> <p>California, Iowa, Kansas, Missouri, New Mexico, Oregon, South Carolina, South Dakota, Utah & Washington. SRP has the ability to sign individual participating agreements with NASPO entities that we do not currently have a statewide agreement with.</p> <p>HGAC- PR11-20 - awarded - 10/31/20-10/31/26.</p> <p>Please see attached document labeled "Buying Cooperatives Annual Sales Volume"</p> <p>This includes years 2022, 2023 & 2024.</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>Superior Recreational Products has been awarded and maintains a GSA contract under the name of Grounds For Play, LLC (this is a division of Superior Recreational Products).</p> <p>The GSA contract # is GS-03F-0156Y- Contract good through - 8/31/2027.</p> <p>Please see attached document labeled "Buying Cooperatives Annual Sales Volume", this includes years 2022, 2023 & 2024.</p>	*

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 *	
Onslow County School District, NC	Dusty Rhodes	910-455-2211 ext. 20508	*
City of Monterey, CA	Ziad Mazboudi	626-532-2018	*
Davidson County Parks & Rec.	Thomas Mashburn	336-212-8644	*

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.	Superior's Partners are local and regional distributors who are independent agencies who have local and state licenses and are led by the sales leadership team at SRP. The Superior Sales Leadership Team is led by Dan Link, the Vice-President of Sales, and experts in various product categories such as play, shade, shelter, and site amenities. Additionally, SRP has a team of engineers to help with site design and solutions along with customer care and freight experts. SRP also has a dedicated team to purchasing cooperative management, national accounts, and any needed large opportunity clients who may overlap distributor territory or states.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Superior Recreational Products (SRP) has a very expansive and diverse network of distributors/partners by product line. First, SRP has over 44 'Full-Service' distributors national wide who carry the complete complement of products our brand has to offer. Additionally, we have over 108 independent Shade consultants and over 200 independent site amenities suppliers nationwide. The previous statistics don't include many of our other brands or channels. Our network of distribution is extremely diverse and service providers can be directed to provide product or service no matter where the location is in the United States and Canada.</p> <p>Please note document labeled "SRP Partner Distribution List"</p> <p>Please see attached document labeled "Superior Recreational Products Dealer/Distributor List".</p>
28	Service force.	The motto at Superior Recreational Products is "Working to be the preferred recreational and service provider" in our industry daily. We have a huge network of national installers who can provide site visits and service nationwide. These installers, when paired with our sales partners, and an expansive customer care team who has earned quarterly 'A' grades in customer care from our clients, are measured and work tirelessly to meet or exceed expectations of our clients. When those clients are in need of remedy, we often meet the need and ship product within 48 hours of request. Our local engineering team consists of over 18 talented personnel who can examine, recommend remedy, and offer assistance to correct any issue in the field. Our national engineering team is much greater. Plus, being part of PlayCore and their multiple manufacturing locations and entities allows us more flexibility if needed in the field. By offering a diverse product line, a client can issue one purchase order for the entire project. Again, simplifying the sales process even further. Clients can then speak with our sales assistance department that manages co-operative purchasing and grants to ease transactional requirement. In short, we strive to have the clients have the best experience with SRP.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Superior Recreational Products has a nationwide Dealer/Distributor base that covers all 50 states including Alaska and Hawaii. The Dealer/Distributor's represent SRP from the sales side of things. The Dealer/Distributor works directly with each customer with the customers vision in mind to provide a price quote/design that best fits their specific needs. The actual order is processed in house by Superior Recreational Products. SRP works hands in hand with the Dealer/Distributor to provide the customer up to date information on the status of everything from their initial quote proposal/design, production lead/ship dates, to managing the installation. Sales Order confirmations are provided so that each customer has a copy for their records to review for accuracy just as soon as their order is processed. All orders that are purchased through a purchasing cooperative are marked specifically per contract and tracked in SRP internal system starting at the quote stage. Orders are tracked through all phases of the production/shipping/installation processes and information is relayed to keep the customer informed on the status. An invoice for each order is autogenerated and provided to the contact set up on the customer record. Reports are daily/weekly and each month to track all purchasing cooperative orders and monitored for accuracy. Quarterly reporting to each Purchasing Cooperative is conducted internally by SRP. All fees for such orders are paid in a timely manner according to each specific contract agreement.

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>Superior Recreational Products believes in a hands-on customer care experience where you have a live representative helping you via phone, email, Teams meeting, etc... SRP understands that our customers are the reason that we are still going strong after over 30 years in business.</p> <p>Superior Recreational Products Customer Care Department is separated into Service Pods that focus on specific product lines of our business, which has helped to streamline the ordering process for our customers. Every customer has the option of selecting to receive a daily open order report to one email address within their company. This report will have production and shipping date information as their orders are scheduled in our internal system. Once the order has shipped, an automatic notification from our system will be sent to the preferred contact on the account with tracking information. Any questions in between can be directed to our Customer Care Team.</p> <p>Normal business hours of operation vary between local offices but are typically 8 a.m. to 5 p.m. Monday through Friday. There are specific email address boxes that are monitored for each department such as quotes, orders, customer care, accounting etc... These specific department emails are monitored during and outside of regular business hours. SRP sales and Project Management/Install Services are also available during and outside of regular business hours to assist if any needs arise.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Superior Recreational Products has over 30 years of experience and the ability and willingness to provide turn-key recreational products and services to Sourcewell participating entities. SRP has a full network of nationwide Dealers/Distributors that represent all 50 states to include Alaska and Hawaii.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Superior and PlayCore supply products and service every day into Canada and have strong market share within the country. The Vice President who manages Superior Recreational Products for PlayCore also manages SPI Plastics, in Shallow Lake Ontario, Canada. There is a strong collaboration between product, installers, and meeting the needs of our Canadian clients for Superior, PlayCore, and SPI Plastics. We may be the only, or one of two, solicitors for this Sourcewell contract that actually has manufacturing facilities and leadership located in both countries.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Superior Recreational Products has the full intent, ability and willingness to serve Sourcewell participating entities in all 50 states including Alaska and Hawaii and to also include Canada through the proposed agreement.	*
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.	All Participating Entities will have full access to Superior Recreational Products solutions upon award of a Sourcewell agreement.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A - There will not be any Sourcewell participating entity sectors (i.e., government, education, not for profit) that Superior Recreational Products would not be able to fully serve through the proposed contract. SRP is not limited in any way in our ability to promote the proposed Sourcewell contract.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Superior Recreational Products will extend terms of any awarded master agreement to include nonprofit entities.	*

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>Superior Recreational Products Marketing Strategy upon contract award would be to immediately send out an announcement to all of the Dealer/Distributor network. Superior's website would be updated to include Sourcewell contract information along with links which would include all contract details. Superior would partner with Sourcewell to obtain marketing materials such as brochures and table toppers to display at all upcoming trade shows promoting this new contract. SRP would collaborate with our Dealers/Partners to continue the practice of email campaigns and direct mailings to all of their customer base, territories and markets.</p> <p>Superior advertises all available Purchasing Cooperatives we have contracts for in our "How to Buy Guide". This guide markets each contract along with detailed information. There are links included at the bottom of each which give direct access to each contract's website and different items such as member forms, members list, and SRP's specific vendor page information.</p> <p>Please note attached document labeled "Superior Marketing Strategy". Please note attached document labeled "How to Buy Guide-SRP".</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Superior Recreational Products has six public websites where Sourcewell will be advertised. In addition, we have our own internal DAM (Digital Assessment Management) system where our nation-wide dealer base has access to marketing tools and resources such as our "How to Buy Through Buying Contracts" guide, price lists, catalogs, professional photography, and more. We are active across most social media platforms, including Facebook, Twitter, LinkedIn, and Instagram. We communicate often with both end-customers and our dealer base through targeted email communications and promotional emails. What's more, we invest in paid advertising through Google, Facebook, and Instagram.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Superior Recreational Products views the role of Sourcewell as that of a partnership and joint effort. SRP takes pride in the relationships we have built with existing agencies we hold Purchasing Cooperative contracts with. It is very important to include each other in the everyday process. SRP invites purchasing cooperative reps to our annual sales meetings to continue to educate our Dealer/Partner base. This partnership also helps to continue to promote the purchasing contracts and inspire continued utilization year over year. An open line of communication is key. Many of SRP's current contract reps call or email with upcoming opportunities they have with customers needing recreational equipment. SRP teams up with contract reps when customers have questions or concerns with subjects like utilizing federal funds etc... It is nice to know our contract rep is available and we can work together to provide each customer with an easy, worry-free purchasing experience. Upon contract award, Sourcewell immediately would be added and promoted, therefore adopted into and become a part of SRP's everyday sales process.</p> <p>Please reference document labeled "Superior Marketing Strategy".</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>Superior Recreational Products does have a GSA contract GS-03F-0156Y in the name of our Grounds For Play product brand name. SRP has 2607 standard (not custom) products displayed on this e-procurement website. The name of the e-procurement website is GSA Advantage. Governmental and educational customers can log in and search for a variety of products, request quote proposals or submit an order straight through the website. The website displays a color picture of each item along with description, price, contract information and contract direct point of contacts email and phone number.</p>

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Superior Recreational Products (SRP) offers a comprehensive range of training options and materials at no cost to Sourcewell participating entities. Training is available in multiple formats, including personalized one-on-one product training, detailed training manuals on specific products, installation procedures, safety protocols, and guidance on routine preventative maintenance.</p> <p>SRP utilizes an internal platform which houses all product specification sheets, installation instructions, training manuals, and course materials for each specific product offered. These resources are readily accessible to SRP's internal staff as well as our dealer and distributor network. All training tools and materials are provided free of charge to our customers.</p> <p>Additionally, SRP regularly produces instructional YouTube videos that offer step-by-step installation guidance and training on the safe and proper use of our products.</p>

42	Describe any technological advances that your proposed Solutions offer.	<p>Approximately 11 years ago, Superior Recreational Products (SRP) created an initiative: 'lead our industry in technology'. Today, SRP can confidently state that SRP is a leader in the industry in quotation and customer service technology. Our play, shade, shelter, and site amenities configurators can obtain a quotation in seconds, no longer in days or even weeks. Clients can utilize user-friendly technologies and be an instrumental participant in their site design without having to have a knowledge base in CAD or other formerly necessary design tools. Our configurators also help correct the purchaser/designer when they are making mistakes that violate industry standards.</p> <p>We moved to a very robust ERP solution that customers can log into and see their account, status of their orders, production schedule and shipping dates. Even payments can be linked and automated. Eleven years ago, every one of these processes was manual. Now with technology, SRP continues to invest in more quality and production implementations. In addition to our customer facing tools, we have invested in multiple lasers including tube and sheet lasers at various locations, robotic welding, online production and quality processes, new facilities and 3PL tools.</p> <p>SRP has hired industry experts such as former Disney imagineer who helps create unique and themed play environments and create beautiful renderings and flythrough depictions. All this investment and modernization have been implemented without forgetting the client. Actually, it was for the client that we completed these investments. The result is better end-user experiences with SRP.</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>Since 1991 Superior Recreational Products playground equipment has included recycled or recyclable components in as many practical ways as possible. By reducing our carbon footprint, we are doing our part to protect the earth's resources. SRP takes pride in the fact that we manufacture our superior quality playgrounds and other outdoor equipment right here in America, which allows us to have even more control over our carbon footprint.</p> <p>Superior Recreational Product is ISO 14001 Certified. ISO industry certification processes are issued by the International Organization for Standardization and one of our playground manufacturing facilities is ISO 14001 certified. This certification, also known as the "Green Certification," specifies the requirements of an organization having an Environmental Management System (EMS), which means we control the environmental impact our products and processes have on the environment.</p> <p>U.S. Green Building Council The USGBC Leadership in Energy and Environmental Design (LEED) rating system is one of the world's best-recognized certification programs. Projects pursuing LEED certification earn points for various green building strategies. The materials used to create the posts, decks, stairs, bridges, and climbers in our recycled playgrounds meet the criteria for obtaining LEED points.</p> <p>SRP offers a dedicated recycled playground product line called Grounds For Play, aligning with their mission of environmental responsibility.</p> <p>Please reference document labeled "SRP Sustainability Statement - Playgrounds". Please reference document labeled "Grounds For Play Material Specifications". Please reference document labeled "Recycled Material Data".</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>ISO 14001: ISO industry certification processes are issued by International Organization for Standardization and Superior Recreational Products' steel playground and shelter line manufacturing facilities are ISO 14001 certified. This certification, also known as the "Green Certification," specifies the requirements of an organization having an Environmental Management System (EMS), which mean we control the environmental impact our products and processes have on the environment. Additionally, our products have been scored and qualify for the U.S. Green Building Council 'L.E.E.D' rating system. This L.E.E.D. rating system is one of the world's best-recognized certification programs for various green building strategies.</p> <p>Superior Recreational Products produces and offers a whole product line made from post-consumer recycled products (Grounds for Play). Those products are not only 100% recyclable but are made from post-consumer products such as recycled steel, plastics, and cardboard.</p> <p>Please reference document labeled "Grounds For Play Material Specifications"</p>	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Superior Recreational Products (SRP), and its distribution partners consist of over 400 points of distribution around the United States and Canada. Combined with the influence of PlayCore, our parent company, who is the largest owner/operator of manufactured recreational goods in the space, our many solutions provides the customer with many choices, options, remedies for maintenance and technical needs in the industry.</p> <p>SRP offers almost everything, and it can be completed with 'one purchase order and transaction'. From play equipment to shades and shelters, site amenities and dog parks, and even indoor play, SRP can visit the site, design, install, service, whatever is needed on one purchase order. Additionally, we have advanced our technology where clients can interact directly their wishes and wants into a A.I. based configurator and watch the magic of compliant and even accessible designs happen. Our play, shade, and site amenities quote and configuration tools lead the industry in ease of use and display. Additionally, SRP has its' own project management department in-house. Not all manufacturers can boast this. Our clients can call one number from start to finish if they should prefer.</p> <p>SRP has financing options.</p> <p>We employ a specialist in onsite safety with OSHA 20 and OSHA 40 certifications. We have experts and advisory consultants in inclusion and accessibility. SRP's brand meets and exceeds the guidelines such as ASTM, CPSC, CSA Z614, and ADA. At Superior Recreational Products, and through our parent company, PlayCore, we manage our products, their design and manufacturing, the delivery in installation with the following hierarchy in mind: 1. Safety 2. Quality 3. Timely Delivery 4. Controlling Costs. This hierarchy helps guide our culture in meeting our clients' needs with the correct priorities when delivering and installing our products in the field.</p>
46	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>Superior Recreational Products offers an industry-leading warranty on our playground, shade, shelter, and site furnishings.</p> <p>Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, and has been subjected only to normal use and exposure.</p> <p>Lifetime* Warranty: playground steel and recycled posts, all stainless steel hardware, c-line fittings, and aluminum post caps</p> <p>20-Year Limited Warranty: steel shade framework</p> <p>15-Year Limited Warranty: playground pipes, rungs, loops and rails, roto-molded plastics, HDPE plastic sheets, punched steel decks, and recycled decks</p> <p>10-Year Limited Warranty: shelter structures, shade fabric, and Ascend Rope Climber cable breakage</p> <p>7-Year Limited Warranty: textured polyethylene and thermoplastic site amenities coatings</p> <p>5-Year Limited Warranty: site amenity frames, netting cable, and powder coat</p> <p>3-Year Limited Warranty: electronic play and Ascend Rope Climber flexible rubber belting</p> <p>1-Year Limited Warranty: moving parts, shade cable, and materials not covered above</p> <p>The Limited Warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and windstorms.</p> <p>SRP does not warrant the product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond SRP's control. SRP will not be held responsible for any materials that were not properly stored prior to installation. SRP reserves the right to void the limited warranty if it is not installed per the installation instructions and/or unauthorized modifications.</p> <p>In the unlikely event of failure, SRP reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s). SRP has the option to repair or replace any defect in materials.</p> <p>The warranty is void if any changes, modifications, additions, or attachments are made to the product without the written consent of the manufacturer.</p> <p>No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the structure unless specifically designed and engineered by the manufacturer or has the manufacturer's written approval.</p> <p>SRP excludes any implied warranty of merchantability, fitness, or purpose, and there are no warranties that extend beyond the description of the face hereof. Under no circumstances will SRP be responsible for any indirect, special, consequential, incidental, or liquidated damages due to breach of warranty and such damages are specifically excluded from the warranty.</p>

The owner shall notify SRP with the original Sales Order Number issued from SRP to arrange for an inspection within 30 days after discovery of any defect under this warranty and before any alteration or repair is made or attempted. This Limited Warranty shall be null and void if the owner makes any alterations in design.

This warranty is the only express warranty given by the company. No person has the authority to change or add to these obligations and liabilities. The company reserves the right to determine whether the fault is caused by faulty workmanship, material, or the part that is defective.

SRP will repair or replace at its discretion any defective part/s on an Ex-Works basis only. It is the responsibility of the customer to return the whole unit or the defective part/s at their own cost back to SRP for inspection along with proof of the date of purchase. SRP will not be liable for any costs incurred by the customer as a result of replacing the defective part/s, including but not limited to the costs of site visits and the labor costs involved with the removal and reinstallation of the whole unit or the defective part/s. Furthermore, SRP will not be liable for any claimed compensation while the unit is not working or not present at the site whatsoever. This guarantee does not entitle the customer to a completely new product due to a defective component.

Limited Warranty: Structural Steel

Shade | SRP offers a 20-year Limited Warranty on structural steel frames for shade canopies against failure due to rust-through corrosion under normal environmental conditions. Should the fabric or parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 10% per annum over the last ten years.

Shelter | SRP offers a 10-year Limited Warranty on structural steel frames against failure due to rust-through corrosion under normal environmental conditions. Should the parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

Site Amenities | SRP offers a 5-year Limited Warranty on structural supports for tables and benches to the original purchaser to be free of rust outs that would compromise structural integrity.

Playgrounds | SRP offers a *Lifetime Limited Warranty on structural steel frames against failure due to rust-through corrosion under normal environmental conditions. Should the parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 50% for the second ten years and 25% from thereon.

All Steel | Workmanship is warranted for a period of five years. This steel warranty shall be void if damage to the steel is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

Limited Warranty: Powder Coat

Superior Recreational Products offers a 5-year Limited Warranty for powder coating to the original purchaser. This Limited Warranty is for factory applied finish only. Damage occurring from shipping, erection, vandalism, accidents, or field modification is not covered in this limited warranty and will require field touch-up immediately and periodically thereafter. The owner must report any defect in powder coat at the time the installation is completed. Not covered by this Limited Warranty are acute angles, welds, and end plates.

The Limited Warranty for powder coating provides the following after a 5-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

The coatings shall retain their original color with a ΔE of <7.5 units for high chroma colors (yellows, reds, oranges, etc.) and a ΔE of <5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.

The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.

The coating shall exhibit chalking no worse than numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

Stainless Steel Series Powered by Playdale Playgrounds

Playdale Playgrounds warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with the published specifications. The warranty shall commence on the date of the invoice and terminate at the end of the period on the full warranty statement. The warranty is valid only if the products are installed properly and in conformance of the specifications, installation guides, Playdale Playgrounds design layout, and properly maintained in accordance with the maintenance schedule provided within the installation instructions. Playdale Playgrounds reserves the right to accept or reject any claim in whole or in part. Playdale Playgrounds will not accept the return of any product without prior approval

by Playdale management.

SRP offers a 7-year Limited Warranty to the original purchaser of the products to be free of corrosion on seats and tops that results in bare metal exposure after the date of purchase, excluding any corrosion that may be the result of vandalism or intentional stripping of any of the coating.

Electronic Play

SRP guarantees the speakers, sound chips, and circuit boards used in the production of their electronic play products for 3 years against electronic failure caused by manufacturing defects. This guarantee does not include failure as a result of any form of misuse, vandalism, or neglect including, but not limited to, accidental damage while changing the batteries or servicing the internal electronics, a failure to follow the battery replacement guide, the troubleshooting guide, or the care and maintenance instructions for the electronics units.

Shade Fabric

Shade Fabric | Traditional shade fabric made with PTFE fiber that is high strength and low shrinkage carries a 10-year limited warranty. This warranties that the sewing thread used on the traditional shade fabric will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather, and water. All other warranties are disclaimed.

SRP fabrics carry a 10-year Limited Manufacturer's Warranty from the date of delivery against failure from significant fading**, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, SRP will manufacture and ship new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

**The colors red and yellow are warranted against significant fading for only two years. If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences, or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by SRP or its agents.

This warranty shall be void if damage to or failure to the shade is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism, or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76mph (Hurricane Force 1) and for gusts of up to 3 seconds duration up to 90mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season."

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces, or ridge beams, or if the fastening apparatus or canopy are not secured accordingly.

Structures are warranted for winds up to 90 or 105 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer.

*For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.

Please reference document labeled "Superior Recreational Products Comprehensive Warranty"
Please reference document labeled "Superior Recreational Products Shade Specifications Package, Warranty, and Policies"

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>At Superior Recreational Products, we test our products and review our services constantly to ensure we meet and exceeds all industry standards. These standards include ASTM F1487, F2373, F1292, IPEMA, the CPSC for Public Playground Safety, CSA for Canadian Compliance, and the ADA Guidelines. Additionally, our staff is constantly trained by leading industry experts who educate on both facts and theories of guidelines, practices, and concepts for accessibility and inclusion.</p> <p>Through the PlayCore's C.O.R.E. (PlayCore's Center for Outreach, Research, and Education), Superior Recreational Products has access to over 34 industry experts on what makes play and recreation equitable, engaging, and educational. They've worked with us to translate research into best practice design guides, advocacy tools, and curricula across a variety of disciplines. Currently, SRP leverages over 34 industry experts in 7 primary areas of focus: 1. Social and Emotional Health 2. Physical Health and Lifestyle Behaviors 3. Diversity, Equity, and Inclusion 4. Community Engagement. 5. Public Services. 6. Environment. 7. Education.</p>
48	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	<p>Superior Recreational Products (SRP) and its' production facilities meet or exceed the standards of ISO 9001 (Industry certification process used to measure standards and compliance), ISO 14001 (Green Certification for environmental management, evaluation and auditing), PCI 4000 Certification (awarded to powder coaters who pass rigorous audit adherence to the highest quality standards and power coating application), and TUV SUD America (providing testing and certification to the TUV SUD America that products have passed procedures based on European Harmonized Standard for Commercial Playground Equipment). Our products meet the criteria for the 'Buy America' and 'Buy American' federal programs. Additionally, our shelters are an AISC approved building fabricator. These manufacturing compliances along with our SRP Partners being licensed in each state not only for business but regulatory and installation guidelines allows for our customers to be assured that they are receiving the highest level of service.</p> <p>Most of the installers utilized by SRP are NPSI certified and are trained and onboarded by a leader who is NPSI, OSHA 20, and OSHA 40 certified. SRP is not only a member, its' products meet or exceed the recommendations given by IPEMA. IPEMA tests, through 3rd party agencies, to the Federal Standards including ASTM F1487, F2373, F1292 for surfacing impact attenuation. We test to and meet the requirements of the Consumer Product Safety Commission (CPSC) for playgrounds. These domestic compliances along with meeting and exceeding the Canadian standard of CSA Z614-20 helps ensure mitigation of risk and enjoyment of safe play and recreation. Additionally, Superior Recreational Products is certified to conduct continual education credits in play and shade.</p>
49	Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.	<p>Similar to the previous questions, Superior's products and it's manufacturing locations are ISO 9001 certified, 14001 certified, possess PCI 4000 Certified power coating certifications. Many of our competitors also offer some of these certifications, but few offer all.</p> <p>Additionally, Superior Recreational Products is an approved fabricator for the following: City of Houston, City of Los Angeles, City of Phoenix, Clark County, NV., and Miami Dade County. With our lines having over 20 staffed professional licenses we can seal drawings in all 50 states, Washington D.C., and Puerto Rico. Superior utilizes PlayCore's manufacturing strategy of 'Centers of Excellence in Manufacturing'. This initiative utilizes various locations around the United States and Canada and allows locations to deeply focus on individualized products.</p> <p>Further emphasis specialization in manufacturing ensuring the highest quality product, delivered by safe manufacturing practices, to the field on time and for a fair market price. In regard to materials specifications, are products are designed to the highest standards in the industry. Superior Recreational Products utilize both first run and recycled materials in our play, shade, shelter, and site amenities lines.</p>

50	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.	<p>Fundamentally, safety is our top priority at Superior Recreational Products (SRP). Our team at SRP, along with our parent company, PlayCore, work diligently every day to ensure that the products we supply meet and exceed the industry standards. Through data examination and relentless pursuit of improving processes, reviewing data, employing new technologies, and uncompromising staff training we ensure that we uphold our promise of safety first. Secondly, PlayCore and Superior advance research from leading scholars and experts in partner universities, research centers, and partnerships. These members of our Research Institute have centuries of combined experience in what makes play and recreation equitable, engaging, and educational and they've worked with us to translate research into best practice design guides, advocacy tools, and curricula across a variety of disciplines. Currently, we leverage over 34 industry experts in 7 primary areas of focus. Those areas include: 1. Social and Emotional Health. 2. Physical Health and Lifestyle Behaviors. 3. Diversity, Equity, and Inclusion. 4. Community Engagement. 5. Public Services. 6. Environment. 7. Education. Our focus is to be rooted in 'facts, not opinion'. With our network of over 34 national trusted and reputable experts these scholars in our Scholar Network help ensure that we're a trusted and reputable source of evidence-based information as we expand the impact of academic research on play and recreation settings. They have centuries of combined experience in what makes play and recreation equitable, engaging, and educational, and using quantitative and qualitative methodologies, have worked with us to translate the latest research into best practices across a variety of tools. These evidence-based practices can be used to design and implement unique and meaningful play and recreation destinations to help build healthy communities.</p> <p>SRP combines these fact-based practices along with inclusive play design practices such as the 'Seven Principals of Universal Design', regular training in accessibility and inclusivity. Additionally, the Vice President and General Manager at Superior takes this personally. He has family members that have special needs. He is frequently assisting communities in design and fund raising to assist in the fulfillment of playground and recreational environments that meet the needs of all for both users and caregivers. Most reputable manufacturers make playground equipment that can be accessible. At SRP, we work to ensure the surrounding site, the equipment, and the final installation meets or exceeds the ASTM, CPSC, ADA, CSA, and all applicable guidelines and combine these in how we manufacture our inclusive and accessible designs</p> <p>Please reference document labeled "Superior Recreational Products Industry Standards"</p>
51	Describe how your offering addresses the customer's desire to customize the offering.	<p>At Superior Recreational Products, customizing playground environments is essential because it allows us to turn our customers' unique visions into reality. Our expert team of designers, overseen by a former Disney Imagineer, collaborate closely with clients throughout the design process, ensuring every element reflects the needs and personality of their community.</p> <p>SRP believes that meaningful playgrounds are built through community involvement. By including input from each customer, we create spaces that spark a true sense of pride and ownership. Custom panels, play structures, site furnishings, along with shades can feature the client's individual colors choices, and unique themes making every playground space one-of-a-kind and deeply personal.</p> <p>Safety, smart use of space, and budget-conscious planning are always top priorities in our design process. By tailoring each playground, we not only maximize fun and functionality but also ensure that the space serves the community effectively for years to come.</p> <p>Customization isn't just about aesthetics—it's about creating a safe, inclusive, and memorable environment that truly belongs to the people who use it.</p>

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 checked="" type="radio"/> Yes <input type="radio"/> No	Although Superior Recreational Products is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned, many of our distributors, partners, and installers do qualify. List below includes:
53		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference attached documents in the WMBE-MBE-SBE or Related Certificates in the "Documents" section.
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	N/A
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
58		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference attached documents in the WMBE-MBE-SBE or Related Certificates in the "Documents" section.
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
60		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please reference attached documents in the WMBE-MBE-SBE or Related Certificates in the "Documents" section.

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 *
61	Describe your payment terms and accepted payment methods.	Superior Recreational Products extends to all Buying Cooperative customer's net 30-day terms. We accept payments via our secure credit card payment processing link, as well as check and ACH.
62	Describe any leasing or financing options available for use by educational or governmental entities.	Superior Recreational Products partners with Navitas Credit Corp to offer tailored financing options to meet the unique needs of our educational and governmental entities. Please note document attached labeled "Navitas Credit Corp"
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.	Superior Recreational Products requires a signed quotation or purchase order/contract agreement for purchase - This document will be provided by the customer and must reference the Sourcwell contract number along with quote proposal number and pricing for each order that is processed. Please note documents attached under the document section labeled "Standard Transaction Document Samples"

64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>Superior Recreational Products is fully PCI compliant and accepts P-Card payments. To ensure the highest level of security, SRP provides a secure payment link for each customer to safely access and process their credit card payments.</p> <p>Please note that SRP does not accept credit card information directly from customers, as our employees are not authorized to process payments internally.</p> <p>At this time, there are no additional fees associated with credit card payments.</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 Sourcwell discounted price) on all of the items that you want Sourcwell 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>Superior Recreational Products (SRP) is committed to offering a fair and economical pricing model across our comprehensive range of products. To support transparency and ease of planning, SRP provides detailed price lists for all available product lines, including:</p> <p>Standard and Custom Playgrounds</p> <p>Themed Playgrounds</p> <p>Recycled Playgrounds</p> <p>Indoor Playgrounds</p> <p>Site Amenities</p> <p>Dog Park Equipment</p> <p>Fitness Equipment</p> <p>Shades</p> <p>Shelters</p> <p>Safety Surfacing</p> <p>Superior Recreational Products will offer a 12% discount off MSRP pricing on all equipment for Sourcwell members. Please note: This discount applies exclusively to equipment and does not extend to installation services.</p> <p>Please reference the attached price lists: 2025 Sourcwell- Grounds For Play Price List 2025 Sourcwell - SRP Shade Price List 2025 Sourcwell - SRP DSA PC Shade Price List 2025 Sourcwell - SRP Playground Price List 2025 Sourcwell - SRP Site Amenities Price List 2025 - Sourcwell - SRPFX Price List 2025 - Sourcwell -Surfacing Price List 2025 - Sourcwell- Indoor Playgrounds Price List 2025 - Sourcwell - Childworks Price List SRP - Playgrounds Quick Ship - 2025 Custom Item Pricing Exceptions and Clarifications Document.</p> <p>Please reference the attached product catalogs Grounds For Play Catalog SRP Child Works Catalog SRP Indoor Playgrounds Catalog SRP Playgrounds Catalog SRP Site Amenities Catalog SRP Surfacing Catalog SRPFX Catalog Superior Shade Catalog Superior Shelter Catalog SRP Playgrounds Quick Ship - 2025 SRP Catalogs</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.	Superior Recreational Products will offer a 12% discount off MSRP on all equipment for Sourcwell members. Please note: This discount applies exclusively to equipment and does not extend to installation services.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	Superior offers an aggressive flat discount and does not offer any quantity or volume discounts or rebate programs.	*

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>At Superior Recreational Products (SRP), we pride ourselves on delivering comprehensive, turn-key playground solutions. Our goal is to provide customers with a seamless, one-stop-shop experience by serving as a single-source vendor for all playground equipment and related needs.</p> <p>SRP recognizes that some projects may require unique or specialized products that fall outside of SRP's standard offerings. In these cases, SRP is committed to supporting the customer's full project vision by sourcing these "open market" items as needed.</p> <p>These sourced items will be evaluated on a case-by-case basis and, when approved, will be provided on a cost-plus pricing model, with a margin not to exceed 20%. This ensures transparency and fair pricing while enabling the flexibility required to bring every playground project to life and fully meeting each customers expectation. Any such products will be labeled on all quotes and orders as "Equipment by others", Custom Item" or "Open Market" items.</p>
69	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>While Superior Recreational Products (SRP) includes comprehensive pricing for most standard product lines in our published price lists, there are a few items that are not included and are handled on a case-by-case basis:</p> <p>Bonding Costs: If bonding is required for a project, SRP can include it as part of the purchase. The cost is determined by the total value of the order and typically ranges from 2-4% of the total purchase amount. This charge will appear as a separate line item on the quote proposal and final sales order. Such items will clearly be marked on all quotes and orders as a separate line item labeled Bond.</p> <p>Sealed Engineered Drawings when local municipalities require, will be quoted and provided. Costs can vary depending on location, local codes, and needed resources. Such items will clearly be labeled on all quotes and orders as a separate line item labeled Sealed Engineered Drawings.</p> <p>Installation Services: SRP offers installation services to all customers upon request. These services are performed by independent, third-party contractors and are quoted separately based on the scope and location of the project. Such items will be clearly labeled on all quotes and orders as Installation.</p> <p>Open Market & Custom Items: SRP may provide open market or custom-designed products that fall outside of our standard catalog offerings. These items are evaluated on a project-by-project basis and are not included in our published price lists. Pricing and availability for such items will be provided upon request and reflected separately in the project quote. Such items will be clearly labeled on all quotes and orders as "Custom Item", "Open Market Item" or "Equipment by others" depending on each unique circumstance.</p>

70	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>Superior Recreational Products (SRP) is committed to providing a seamless and cost-effective shipping experience for our customers. We utilize a national 3PL and an in-house freight calculator that considers the geographic destination and full scope of the order to ensure the most competitive freight pricing.</p> <p>All orders are shipped FOB Destination, prepaid and added. Once an order is placed, our production team promptly schedules it and provides an estimated ship date, which is shared along with the Sales Order Confirmation at the time of order placement.</p> <p>As production progresses, SRP maintains consistent communication by updating customers on any changes to the estimated ship date. When the order is ready to ship, customers are notified and provided with tracking information. Additionally, a 24-hour advance notice is given to allow the customer time to make appropriate delivery arrangements.</p> <p>It is crucial that any specific ship date requirements, such as installation schedules or project deadlines, are discussed and confirmed at the time of order placement. SRP works closely with each customer to ensure shipments align with their timelines and project needs. Production lead times are communicated upfront to support informed planning and decision-making.</p> <p>Superior Recreational Products will charge a separate fee for shipping our products to Sourcewell participating entities. All shipping costs will be displayed on a separate line item for every quote proposal and sales order processed under the Sourcewell approved contract.</p> <p>Please reference the document labeled " Superior Recreational Product Shipping Policy" for more in-depth shipping/delivery program details.</p>
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Superior Recreational Products (SRP) handles shipping, delivery, and return programs for Alaska and Hawaii in the same manner as orders shipped within the continental United States. This ensures consistency in service, pricing structure, and customer support regardless of geographic location.</p> <p>For orders shipped to Canada, the following export procedures apply:</p> <p>U.S.-Based Partners Selling into Canada: The U.S. partner will be listed as the "Exporter" on the NAFTA (now USMCA) Certificate of Origin and must provide their Tax ID.</p> <p>Canadian-Based Partners: Superior Recreational Products (SRP) will be listed as the "Exporter" and will use our Tax ID for documentation.</p> <p>In both scenarios, it is the responsibility of the partner or the Canadian customer to:</p> <p>Arrange a customs broker</p> <p>Provide all broker information necessary to clear the shipment</p> <p>Please note that SRP's freight quote covers line haul only and does not include duties, taxes, or any other fees related to customs clearance or brokerage services.</p>

72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Superior Recreational Products (SRP) takes great pride in meeting delivery timelines and ensuring a smooth experience for every customer. SRP takes proactive steps to package all equipment carefully, ensuring that it arrives on time and in excellent condition.</p> <p>To support accurate and efficient delivery, SRP:</p> <p>Clearly labels all shipments with the customer's Purchase Order number and any special delivery instructions</p> <p>Provides detailed packing lists with every shipment to assist with thorough inventory checks upon arrival</p> <p>Uses protective materials and strategic packaging methods to minimize the risk of damage in transit</p> <p>In the rare event of missing items or product damage during shipment, SRP works closely with the customer and maintains strong relationships with our shipping carriers to resolve issues quickly and efficiently. Our team is committed to minimizing delays and ensuring that replacement items are handled with urgency and care.</p>
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73	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.</p>	<p>Superior Recreational Products (SRP) has a dedicated Buying Cooperative Department committed to ensuring compliance, transparency, and exceptional service throughout the entire cooperative purchasing process.</p> <p>From the moment a Buying Cooperative customer requests a quote, our team is involved every step of the way. Here's how the process works:</p> <p>Quote Request Intake & Validation</p> <p>All cooperative-specific quote requests are directed to a dedicated email inbox monitored by the Buying Cooperative Department.</p> <p>Each request is reviewed, and products are cross-referenced against the approved contract price list to ensure pricing accuracy.</p> <p>Before a quote is generated, the requesting cooperative member is verified via the cooperative's official membership page.</p> <p>Once verified, the member is set up in our NetSuite ERP system for proper tracking and contract alignment.</p> <p>Quote Creation & Submission</p> <p>Each quote includes the contractually agreed discount rate, applied as a line-item discount.</p> <p>Quotes are clearly labeled with the specific cooperative contract number for easy reference and audit.</p> <p>The completed quote is then submitted to the customer for review and approval prior to order placement.</p> <p>Order Processing & Tracking</p> <p>Upon customer approval, the quote is converted into a sales order, and all cooperative contract details are carried over.</p> <p>A Sales Order Confirmation is sent to the customer for final review to ensure accuracy before production scheduling begins.</p> <p>At any point, real-time reporting can be generated from our NetSuite ERP system to audit quotes and sales orders—available daily, weekly, monthly, quarterly, or annually.</p> <p>Quarterly Reporting & Compliance.</p> <p>As part of each cooperative agreement, quarterly reporting is conducted.</p> <p>During this process, SRP pulls detailed reports on every invoiced cooperative order for the quarter.</p> <p>Each item is again cross-referenced against the contract price list to ensure accurate pricing and compliance with the cooperative terms.</p> <p>SRP takes pride in our ability to manage these processes with precision and integrity, reinforcing our commitment to both our customers and our cooperative partners.</p>
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74	<p>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>	<p>Superior Recreational Products (SRP) acknowledges the privilege of being awarded a purchasing cooperative contract and would take great pride in adding Sourcewell to our portfolio of cooperative agreements.</p> <p>SRP is fully committed to managing all cooperative contracts in strict accordance with their respective terms and conditions. We understand that success in this partnership depends on accurate record-keeping, diligent contract tracking, and transparent reporting.</p> <p>To support this, SRP utilizes an integrated NetSuite ERP system, through which all quotes and sales orders are processed. Each order is clearly flagged and labeled with the appropriate cooperative contract number, allowing for real-time tracking and the ability to generate detailed, contract-specific reports.</p> <p>As part of our internal governance, SRP holds a Monthly Sales and Marketing Meeting with all key sales and marketing representatives. During this meeting, we review:</p> <p>A Year-to-Date (YTD) Report, comparing current performance to the previous year across all invoiced and open orders by contract</p> <p>A territory-based report that tracks invoiced and open orders by Dealer/Distributor Representative</p> <p>Trends in sales by state, contract used, customer type, and market segment</p> <p>These reports are vital for evaluating performance, identifying growth opportunities, and ensuring continued success within each cooperative. Year over year, SRP has seen consistent growth in cooperative contract usage, a testament to the effectiveness of our strategy and the value we provide to our customers.</p>	*
75	<p>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.</p>	<p>Superior Recreational Products (SRP) greatly values the strong partnerships we build with our Cooperative Contract Representatives. In alignment with the structure of our existing cooperative agreements, we would like to propose a 2% processing fee for transactions under the Sourcewell contract.</p> <p>While fees may vary across the various purchasing cooperatives SRP participates in, the maximum fee charged is 2%. SRP would be honored to include Sourcewell as one of our cooperative contract partners, and we believe the proposed fee fairly reflects the administrative support and value provided through this program.</p>	*

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.	<p>Superior Recreational Products is committed to maintaining fair, transparent, and highly competitive pricing for all cooperative members. SRP is offering a 12% discount off MSRP, which is among the highest standard discounts available from any comparable vendor in the recreational equipment industry. This discount structure ensures that Sourcewell members would consistently receive exceptional value without compromising on quality or service.</p> <p>Upon contract award, Sourcewell members participating the SRP's cooperative contract would benefit from:</p> <p>Consistently competitive pricing that meets or exceeds public sector benchmarks.</p> <p>One of the most aggressive vendor discounts in the industry.</p> <p>Streamlined procurement with no additional markups or hidden fees.</p> <p>A pricing structure that supports budget-conscious planning while still delivering premium recreational products.</p> <p>This approach supports our mission to provide accessible, high-quality recreational solutions for all members, regardless of size or location.</p>

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

Line Item	Question	Response *
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77	<p>Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.</p>	<p>At Superior Recreational Products, we work daily to be the preferred provider in the recreational and service industry. We take tremendous pride in delivering a complete, turnkey experience designed to meet the diverse needs of our customers and the communities they serve.</p> <p>SRP offers a comprehensive line of playground and recreational equipment built to inspire, engage, and endure so communities can play, relax and live. From our catalog of pre-designed playground structures—available in a variety of color themes or custom color selections—to fully custom designs, we're here to bring each customer's vision to life.</p> <p>Our Product Solutions Include:</p> <p>Playground Structures – Standard and custom, indoor and outdoor</p> <p>Themed and Recycled Playgrounds</p> <p>Dog Park Equipment</p> <p>Outdoor Musical Instruments</p> <p>Dramatic Play Equipment</p> <p>Site Amenities</p> <p>Shade Structures & Shelter Pavilions</p> <p>Fitness Equipment</p> <p>Independent Play Components</p> <p>Inclusive Play Structures</p> <p>Safety Surfacing</p> <p>Installation Services</p> <p>All of our products are manufactured new per order in the USA and Canada, ensuring exceptional quality, safety, and durability.</p> <p>At SRP, we're proud to support communities in creating inclusive, engaging, and lasting recreational spaces for everyone.</p> <p>Please reference the attached product catalogs for a full in-depth look into all of SRP's available variety of product offerings.</p> <p>Grounds For Play Catalog SRP Child Works Catalog SRP Indoor Playgrounds Catalog SRP Playgrounds Catalog SRP Site Amenities Catalog SRP Surfacing Catalog SRPFX Catalog Superior Shade Catalog Superior Shelter Catalog SRP Playgrounds Quick Ship - 2025</p>
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78	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Superior Recreational Products offers a wide range of high-quality products, providing customers with a true turnkey purchasing experience. By working directly with a single, trusted vendor, clients can conveniently fulfill all of their recreational needs—from planning to installation.</p> <p>Our product offerings include:</p> <p>Playgrounds - Outdoor</p> <p>Themed Playgrounds</p> <p>Recycled Playgrounds</p> <p>Shades</p> <p>Site Amenities</p> <p>Shelters</p> <p>Dog Play Equipment</p> <p>Indoor Play Equipment</p> <p>Playground Components</p> <p>Fitness Equipment</p> <p>Safety Surfacing</p> <p>To further streamline projects, SRP also provides professional installation services, ensuring a seamless process from concept to completion.</p>	*
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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>	<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p>	N/A- Superior Recreational Products does not have water play or aquatic recreational structures or equipment as part of the available products offerings.	*
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;</p> <p>b) Dog Park solutions;</p> <p>c) Playground and aquatic surfacing and fall protection;</p> <p>d) Shade coverings</p>	<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p>	<p>Although Superior Recreational Products has product solutions for all items in this category with the exception of aquatic surfacing, since we can only select one, Category 4 is the category that best suits our company as the primary category to showcase all of the product solutions we have to offer Sourcewell customers. ***In selecting Category 4 SRP would like to include all of these products as part of that category***</p>	*

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:</p> <ol style="list-style-type: none"> Cardio training; Strength, agility, and mobility training; and Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries. 	<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p>	<p>Although Superior Recreational Products has product solutions for all items in this category since we can only select one, Category 4 is the category that best suits our company as the primary category to showcase all of the product solutions we have to offer Sourcewell customers. ***In selecting Category 4 SRP would like to include all of these products as part of that category***</p>
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);</p> <p>c) Outdoor Site Amenities and Furnishings (See Category 2, above); and</p> <p>d) Outdoor Fitness (See Category 3, above).</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<p>This Category best describes Superior Recreational Products available product offerings.</p> <p>a) Playgrounds Superior Recreational Products offers a wide variety of playgrounds and independent play equipment to support Dramatic Play, Physical Play, Music and Art Play along with Science / Nature & Outdoor Classroom environments. SRP specializes in providing recreational solutions for children ages 6-23 months, 2-5 years of age, 2-12 years of age, 5-12 years of age. SRP has a large selection of recreational equipment items that span beyond 12 years of age to include adults of all ages to promote an all-inclusive environment. SRP manufactures Indoor Playgrounds and Outdoor Playgrounds to include standard, custom, highly custom, themed, all-inclusive ADA compliant and recycled playgrounds.</p> <p>c) Outdoor Site Amenities and Furnishings-</p> <p>Superior Recreational Products provides a large selection of outdoor Site Amenities designed to support a wide variety of recreational and public spaces. SRP offerings span multiple categories to accommodate both standard and custom outdoor needs:</p> <p>SRP offers essential outdoor fixtures including: Reference items in Category 2 to include: a) Benches, tables, trash receptacles</p> <p>Bleachers, bike racks, grills, fire rings, and planters</p> <p>Accessories such as solar charging stations and shade structures</p> <p>Bike racks can include shelter pavilion tops for weather protection and shade</p> <p>b) Dog Park Solutions</p> <p>A wide selection of standard and custom dog park amenities, including: Dog play obstacle course equipment Custom dog benches and trash</p>

			<p>receptacles</p> <p>Combo water fountains for adults and pets</p> <p>Leash holders and dog waste stations</p> <p>c) Playground Surfacing & Safety</p> <p>SRP supports playground safety and accessibility with:</p> <p>Engineered wood fiber, rubber tiles, pour-in-place rubber, and grass turf</p> <p>ADA-compliant access ramps and border systems</p> <p>d) Shade & Shelter Structures</p> <p>SRP is a leader in shade innovation, offering:</p> <p>Standard, custom, and highly customized shade structures</p> <p>Wide variety including:</p> <p>Hip, umbrella, cantilever, and sail shades</p> <p>Specialty designs such as:</p> <p>Hyperbolic sails, tilt umbrellas</p> <p>Arched and camel back cantilevers</p> <p>Triangular, multi, quad, and pinwheel sails</p> <p>Hexagon, kite hip, sand dollar, flower umbrella, and halo disc shades.</p> <p>Also offers shelter structures in various styles and sizes to meet each customer's individual need.</p> <p>d) Outdoor Fitness - Reference items in Category 3 to include the following:</p> <p>a) Fitness equipment and related accessories of commercial grade or better.</p> <p>Superior Recreational Products has a variety of Fitness Equipment to promote health and wellness for the entire community. With an increased popularity of outdoor gyms and fitness trails, SRP has the right equipment to fulfill that need. SRP recognizes the importance of having accessible fitness equipment for everyone in the community to stay active.</p> <p>SRP's fitness equipment is designed for all fitness levels for those aged 13 years or older. Most products are available with either instructional signs or stickers depicting proper technique and use of each product.</p> <p>Please reference the attached product catalogs for a full in-depth look into all of SRP's available variety of product offerings.</p> <p>Grounds For Play Catalog SRP Child Works Catalog</p>	*
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			SRP Indoor Playgrounds Catalog SRP Playgrounds Catalog SRP Site Amenities Catalog SRP Surfacing Catalog SRPFX Catalog Superior Shade Catalog Superior Shelter Catalog SRP Playgrounds Quick Ship - 2025	
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	Superior Recreational Products partners with hundreds of national and international distributors, who work closely with manufacturer-certified installers and local contractors to deliver a wide range of professional installation services. These services include: Site preparation Removal and disposal of existing equipment Installation of new equipment And more, tailored to each individual project need. By offering comprehensive installation support, SRP ensures a turn-key solution—making it easy for customers to go from concept to completion with a single trusted provider.	*

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 - Monday October 13, 2025 08:29:14
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday October 08, 2025 14:02:10
- [Marketing Plan/Samples](#) - Marketing Plan-Samples.zip - Tuesday October 07, 2025 10:45:41
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE-MBE-SBE or Related Certificates.zip - Tuesday October 07, 2025 10:46:40
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday October 08, 2025 13:54:17
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Upload Additional Documents.zip - Monday October 13, 2025 08:35:06

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. - Katrina Lockhart, New Business/Specialty Sales-Buying Cooperative Manager, Superior International Industries/dba Superior Recreational Products

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