

**MASTER AGREEMENT #101625**

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

**SUPPLIER:** SofSurfaces, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and SofSurfaces, Inc., 4393 Discovery Line, Petrolia, ON N0N1R0 Canada (Supplier).

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

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

**Article 1:  
General Terms**

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

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 17, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #101625 – Category 2 to Participating Entities. In Scope solutions include:
  - a) Benches, picnic tables, bike racks, waste receptacles;
  - b) Dog Park solutions;
  - c) Playground and aquatic surfacing and fall protection;
  - d) Shade coverings; and
  - e) Services and equipment related to the solutions described in Category 2 a-d above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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



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

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

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

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

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

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

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

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

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

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

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

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

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

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

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

### **Article 3: Supplier Obligations to Participating Entities**

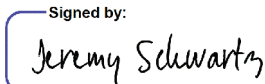
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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

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

Sourcewell

SofSurfaces, Inc.

Signed by:  
  
C0FD2A139D06489...

DocuSigned by:  
  
C975A1B29A14472...

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeremy Schwartz

Brennan Prins

Title: Chief Procurement Officer

Title: Sales Director

Date: 12/16/2025 | 6:00 PM CST

Date: 12/16/2025 | 2:56 PM PST

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

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## Vendor Details

Company Name: SofSurfaces, Inc  
4393 Discovery Line  
Address: Petrolia, Ontario N0N1R0  
Contact: Brad Goss  
Email: gossb@sofsurfaces.com  
Phone: 519-882-8799 212  
Fax: 519-882-2697  
HST#: 98-0371105

## Submission Details

Created On: Thursday September 04, 2025 15:35:10  
Submitted On: Thursday October 16, 2025 12:12:58  
Submitted By: Brad Goss  
Email: gossb@sofsurfaces.com  
Transaction #: d4bee897-36ab-43ac-9e5d-6ecba3e4a67e  
Submitter's IP Address: 147.243.197.41

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## 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.	SofSurfaces, Inc Brad Goss Contract Specialist (519)464-2357 gossb@sofsurfaces.com	*
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).	SofSurfaces USA, Inc	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	L6483	*
5	Provide your NAICS code applicable to Solutions proposed.	238330	
6	Proposer Physical Address:	4393 Discovery Line Petrolia, ON N0N1R0 Canada	*
7	Proposer website address (or addresses):	www.sofsurfaces.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):	Brennan Prins Sales Director 4393 Discovery Line, Petrolia, ON N0N1R0 Canada (800)263-2363 ext 261 b.prins@sofsurfaces.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brad Goss Contract Specialist 4393 Discovery Line, Petrolia, ON N0N1R0 Canada (800)263-2363 ext 212 gossb@sofsurfaces.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Victor Scarpelli Sales and Service 4393 Discovery Line, Petrolia, ON N0N1R0 Canada (800)263-2363 ext 230 v.scarpelli@sofsurfaces.com	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>sofSURFACES, Inc® had modest beginnings as a small but committed regional supplier of poured-in-place (PIP) safety surfacing for use underneath children's playground structures in 1989. During our initial years our efforts were focused on perfecting the art of installing PIP materials. Within those early years, however, we came to a conclusion that dramatically changed the course of the company. At a time when the company was grappling with the limits of our PIP system, the inability to incorporate an engineered design into the product, and the high dependency placed on the skill of the installer, we also came to the realization that we were installing a product whose final quality was largely influenced by environmental conditions. Since we could not predict or control the weather, we recognized that we would never be able to predict or control the quality of safety performance of the final product.</p> <p>This conclusion forced us to recognize that our desire to lead the industry with high quality, cutting-edge products was simply incompatible with a PIP system. In 1992 sofSURFACES began to develop what has since become the industry's premier safety surfacing system. Fueled by advancements in production and process technology, sofSURFACES carefully began to develop a state-of-the-art manufacturing process. Consistent with our new direction came a commitment to creating a product with a strong functional design element. After 13 years and 4 design improvements the KROSLOCK® brand entered the market. Significant advancements in product engineering, the elimination of tile-to-tile separation, and the ability to create a system that is truly vandal resistant, were introduced through the KROSLOCK system and continue to be in high demand today.</p> <p>Having successfully met the demands of our customers by offering the vandal-proof KROSLOCK system, our attention was turned to another industry first; our hollow-core impact pedestal. Built into the underside of the tile product, this design breakthrough accomplished something the industry as a whole previously considered unattainable. By relying on the mechanical recoil action of the impact pedestal, the hollow-core technology acts very much like a series of independent shock absorbers. This design element eliminated the need to rely on a softer and less durable product to attain the necessary fall protection. The result was a product offering extreme durability on the top surface, coupled with exceptional safety performance, a leap which solidified sofSURFACES position as the industry leader in fall protection.</p> <p>With this new technology in place, we were able to introduce the industry's first 10 Year Warranty covering durability and compliance with the ASTM F1292 standard for impact attenuation of playground surfaces. In order to be comfortable with such a bold statement we needed to assure that our tile system was capable of performing at a level far exceeding the minimum requirements of the F1292 Standard. With this in mind we began our crusade to altering the industry's view of just meeting the thresholds of the ASTM F1292 standard to exceeding it to offer a product that would be safe for the children that played on it in the future rather than just the current.</p> <p>After intensive Research and Development, sofSURFACES completed the development of a world class production system. Our fully automated manufacturing facility relies solely on HMI (Human Machine Interface) technology, with every single aspect of the process strictly controlled through advanced computerized monitoring. The resulting finished product offers extreme precision and consistency.</p> <p>With our past we have grown confidence in our product and process for the present and future. With that we now offer a Limited Lifetime Warranty on our product. Customers are searching for a product that is.</p> <ul style="list-style-type: none"> <li>- maintenance free</li> <li>- aesthetically pleasing</li> <li>- will reduce risk of liability (by head injuries from falls to the surface)</li> <li>- cost effective for the lifetime of the product, backed by a long-term warranty and produced by a company that is financially secure</li> </ul> <p>With over thirty-five years' experience, sofSURFACES can confidently confirm that we check every box.</p>
12	What are your company's expectations in the event of an award?	<p>sofSURFACES became an awarded Sourcewell vendor in 2013. Each year our Sourcewell Sales have significantly increased and is a major tool for our Sales Staff. We look forward to continuing to educate eligible members and our sofSURFACES Team on the benefits of Sourcewell.</p> <p>We are really pushing the Canoe Contract in Canada and hope for large growth within this market and are excited of the relationship that Sourcewell and the Military recently started. We are confident that will lead to many projects.</p>
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.	<p>SofSurfaces, Inc has been in business for 36 years and are in good standings with all of our current and past suppliers.</p> <p>Please find attached a reference from our Bank.</p>

14	What is your US market share for the Solutions that you are proposing?	Approximately 20% of the playground safety surfacing market is molded tiles and SofSURFACES is part of 50% of those US sales (~\$14million annually and growing). So, 50% of playground tile sales and 10% of all safety surfacing sales.	*
15	What is your Canadian market share for the Solutions that you are proposing?	The industry data in our market in Canada is not publicized but our Canadian Sales represent approximately 10% of the International Manufactured Resilient Rubber tile surfacing sales for sofSURFACES. The Canadian Market in this industry has been behind but in recent years, sales have started to grow, and so we have recently hired additional sales staff to work this market.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	sofSURFACES, Inc has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b. sofSURFACES is the manufacturer of the product and we distribute in two different manners; we have a North American Dealer Network made up of 30 independently owned organizations with 1-25 salespeople representing our product in their markets. We also have a Sales Team employed by sofSURFACES that proactively reach out to potential customers by phone, email, and knocking on doors, as well as an internal team reactively responding to email and phone inquiries. All proposals and sales are managed by our Internal Team so we can assure that the customer's best interest is being handled.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>IPEMA – International Playground Equipment Manufacturer's Association In the interest of public safety, IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to key industry standards as set out by the International Standards Organization.</p> <p>NRPA – National Recreation &amp; Parks Association Is the leading non-profit organization dedicated to the advancement of public parks, recreation and conservation</p> <p>CPSI – Certified Playground Inspector Ten members of our Team have received this Certification from the National Recreation and Park Association (NRPA). This allows us to audit playgrounds to confirm that they meet the Standards set forth by the American Society of Testing Materials (ASTM). Several of our Dealer Representatives have this Certification as well.</p> <p>ASTM International - American Society of Testing Materials We are a voting member.</p> <p>Floor Score – Certified by SGS Global Services Floor Score is a certification program established by the Resilient Floor Covering Institute (RFCI) for hard surface flooring and flooring adhesives products that meet strict indoor air quality (IAQ) requirements. Products bearing this icon meet the indoor air quality emissions criteria of LEED, CHPS, the Green Guide for health Care, and are recognized by a long list of healthy building programs.</p> <p>USGBC – US Green Building Council Member The US Green Building Council is the nation's foremost coalition of leaders working to transform the way buildings and communities are designed, built, and operated, enabling an environmentally and socially responsible, healthy, and prosperous environment that improves quality of life.</p>	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	sofSURFACES has not been the subject of any suspensions or disbarments.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	There are not a lot of industry awards in our market. sofSURFACES is featured regularly in many key industry trade publications. With many of these, we also invest significant advertising dollars, and therefore we do not focus our efforts on industry awards.	*

21	What percentage of your sales are to the governmental sector in the past three years?	30% of our duraSAFE sales would be sold to Government. (City and Counties)	*
22	What percentage of your sales are to the education sector in the past three years?	60% of our duraSAFE sales would be sold to Education.	*
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>Over the years, we have been "told" by organizations that their only means of procured purchasing is through a State Contract. We have entertained the organizations and got listed under the following contracts.</p> <p>CMAS HGAC BuyBoard COMMBUYS CoStars</p> <p>Of all these listed, CMAS is the only other contract we currently sell under. Over the last 3 years our CMAS Sales total \$1,309,259 CMAS is a piggybacked from our current Sourcewell Contract. We submit an admin fee to Sourcewell for any CMAS sales that we have.</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>We have held a GSA Contract for many years, but in 2022 we decided to not renew. It is a very cumbersome process that we did not feel was worth continuing. We are very excited for the new agreement Sourcewell has with the Military and hope to use our past success and Sourcewell's resources to grow this program. There are 3 SOSA agreements that we do have in place.</p> <p>Clark County School District. \$2.9million over the last 3 years</p> <p>City of Brampton \$1.5million over the last 3 years</p> <p>Los Angeles Unified School District \$4.2million over the last 3 years.</p>	*

**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Long Beach Unified School District	John Oda	310-647-7440	*
Martin County Parks & Recreation	Melanie Koslow	925-682-8000	*
Santa Maria Bonita School District	Leticia Cuellar	805-361-8260	*

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

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

Line Item	Question	Response *	
26	Sales force.	<p>sofSURFACES has 10 Territory Sales Managers dispersed throughout Canada and the USA whose responsibility is to service and grow their territories. They work directly with the end users, support our Dealer Network, work closely with our Installation Crews and Internal Sales Team.</p> <p>Our Internal Sales Team assist the Sales Managers, Dealer Representatives as well as proactively seeking future sales and reactively handling all internal inquiries.</p> <p>All Sales Activity is tracked using our customized SofSurfaces Sales Tool and our Customer Relationship Management System.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>sofSURFACES has finely tuned our Dealer Network to where we feel we have the best representation of our product lines across North America. This Sales Force is approximately 100 members strong whom are all informed of the value of leading with our Sourcewell Contract when speaking to potential customers. All quotations and sales are managed by our Internal Sales Team and tracked using our customized sofSURFACES Sales Tool and our Customer Relationship Management System.</p>	*
28	Service force.	<p>sofSURFACES Installation Department manages 10 sofSURFACES employed Certified Crews that travel across North America installing full time and have several Trained and Certified sub-contracted Crews at our disposal.</p>	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	sofSURFACES' internal Sales Team are a part of all quotations to the final sale and will assist with the complete process. Since our last Sourcewell contract was awarded, we have integrated a tool in our sales program to tag each Sourcewell project at the initial stages so that it is easily recognized in our volume of sales. Regardless of whether a sale is sold direct to the Sourcewell Member from sofSURFACES or if a member of our Dealer Network represents our contract and product in a sale, sofSURFACES' internal Sales Team will facilitate the order and submit the administrative fee.	*
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.	sofSURFACES thrive at being a solution-oriented company. We will guide the member through the initial stages of the process and advise them of how to purchase the best solution for their need. Often, this leads to our product but if we are not the answer the member still leaves with the knowledge of what we gave them and we will reference to another that can help (often within the Sourcewell Family of Vendors). Request for quotations are responded to within a few hours, and we can produce, package and ship orders within one to two weeks. Our Logistics and Installation Managers communicate the expectations of their services and a follow up call from the Sales Rep is scheduled after all is complete to confirm the customer is happy with the purchase. If an issue occurs with our product at a later date, we will discuss solutions to repair or replace and make a date for resolution. The whole process is seamless because we have the right people in the right chairs to guide the member through.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	sofSURFACES is authorized to sell products and provide services in all parts of North America and will fully serve all geographic areas through the proposed contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	sofSURFACES headquarters is located in Ontario, Canada. With a collection of Dealer Representatives, Certified Installation Crews and our internal Sales Staff we are able to fully service all of Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	sofSURFACES is authorized to sell products and provide services in all parts of North America and will fully serve all geographic areas through the proposed contract.	*
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 Sourcewell Members will have full access to all that is included within this bid.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	sofSURFACES has used this contract in Hawaii and Alaska with success and the only differences are that we need to take a careful look at logistics and travel cost on a case-by-case basis, without restrictions.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	SofSURFACES would request for a credit request form to be filled out and upon approved credit we would carry out the transaction the same as any Sourcewell Member. We will always work with the customer to find a solution that everyone is comfortable with.	*



**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.	sofSURFACES frequently sends out email newsletters to all members within our dealer/distribution network. With a database of nearly 250,000 qualified leads throughout North America, this form of communication will prove to be effective in regularly communicating the benefits of procured purchasing to those who may not be familiar with it. We have recently enhanced our incumbent marketing material to include a new portfolio of premium color blends and finishing options. We have utilized this opportunity to also ensure that Sourcewell is prominently displayed on all duraSAFE® (duraSAFE Rubber Playground Tiles) literature, sofSURFACES heavily markets duraSAFE via trade shows, online video, summit-style conventions, and print and digital advertising with key trade publications. All of these channels will continue serve as vital educational opportunities for qualified customers.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	sofSURFACES regularly provides updates about our recently completed projects, new product enhancements or features, installation and repair tips and techniques via youtube ( <a href="https://www.youtube.com/user/sofsurfaces/">https://www.youtube.com/user/sofsurfaces/</a> ), facebook ( <a href="https://www.facebook.com/sofsurfaces/">https://www.facebook.com/sofsurfaces/</a> ), instagram ( <a href="https://www.instagram.com/sofsurfaces_fitness/?hl=en">https://www.instagram.com/sofsurfaces_fitness/?hl=en</a> ) and our website (sofsurfaces.com). Our dealer/representatives are encouraged to do the same.	*
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?	We believe Sourcewell's role in promoting contracts would be best served as more of an educational role about the many benefits working with a membership-driven government agency. We would anticipate that Sourcewell will promote sofSURFACES' products to their members through all available channels – both online and in print. sofSURFACES regularly showcases recently completed projects across various mediums. Any Sourcewell-awarded projects will include a disclaimer wherever these images appear in both digital and printed formats.	*
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.	Every project is unique, and product applications vary considerably with every order. We strongly suggest that Sourcewell Members discuss their project needs with a member of the SofSurfaces Sales Force to assure that the proper product and quantities are ordered. We do have new software set to be launched in Quarter One of 2026, that will allow for smaller quantities to be ordered directly online. Sourcewell Members will have the opportunity to purchase replacement or add on tiles to their existing projects through this software.	*

**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.	In the initial discussions with any customer, we invite them to an educational presentation (online) outlining: - the options available for a suitable safety surface under a playground - the advantages and disadvantages of each surface - what they should look for and avoid when deciding on a surfacing solution - what options they have for purchasing This is not mandatory, but our customers have reacted well to this as it only takes a short time to present and any of our Sales Team can present for no cost.	*
42	Describe any technological advances that your proposed Solutions offer.	Our Hollow Core Pedestal was one of our greatest achievements as it allowed us to rely on the mechanical recoil mechanism of the design rather than an inconsistent, loose compaction of the rubber. The results allowed us to create a firm, durable top surface that offered superior fall height protection that we can warrant for the life of the playground. Our new Edge Cut is a groove on the vertical edge of the tile that allows us to include 25% more adhesive to strengthens the tile-to-tile bond. And with conjunction of the KROSLOCK locking mechanism and our Compressed Installation we have separated duraSAFE from our competition. We have invested heavily into our production system creating a process that creates a product that looks, feels and performs consistently. Our Research and Development Department is constantly working on advancements to our product and process to create the ultimate product for our customers.	*



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>duraSAFE tiles contains up to 93% post-consumer recycled content with a minimum of 1.5 passenger car tires being utilized in the production of each tile. Over 1 million passenger tires will be diverted from North America's landfills from the production of our family of products each year.</p> <p>After our product has reached the end of its useful service life the product can be returned, reprocessed and reintegrated into new products.</p> <p>77% of our raw material supplies come from within 180 miles of our manufacturing site and we have taken great strides to assure our facility is energy efficient and safe for our workers and the Environment.</p> <p>duraSAFE tiles meets the stringent criteria required to contribute towards points under 2 of the 6 LEED rating system categories including MR 4.1 and MR 4.2.</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>At sofSURFACES, we are committed to operating our business in a manner that uses resources wisely, protects the quality of our environment, as well as the health and safety of our families and communities. As an industry leader in manufacturing recycled products, our products are made in a state-of-the-art facility where we strive to continually improve our quality, efficiency, and responsive resource management.</p> <p>We do this by collecting all of our production scrap and recouping it back into our system, so there is no waste. We have diverted approximately 1 million passenger tires each year from North America's landfills to be used in the manufacturing of our family of products. At the end of the tile's service life; the product can be returned to our facility, reprocessed and reintegrated into new products making it 100% sustainable. Many efficiencies have been implemented into our production facility to reduce emissions, heat and electricity all with consideration to our carbon footprint.</p> <p>This dedication to our future has aided our customers to be awarded with environmental grants across North America.</p> <p>duraSAFE is compatible with a variety of LEED requirements and can contribute to multiple LEED credits over various rating categories.</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>Quite simply, our products are engineered to last. Our proprietary molding process allows the wear layer of our tiles to be molded at much higher compression and a significantly higher density than our competitor's products. The end result is an extremely durable product that can withstand the toughest weather conditions in any climate. In addition, our patented KROSLOCK tile-locking mechanism, combined with the variable thickness of our hollow core pedestal design truly sets this product apart from any other playground tile products or loosefill systems.</p> <p>For these reasons and more, we are able to offer our customers our best-in-industry limited lifetime warranty – which includes fall height protection for the life of the product.</p> <p>Our entire team from sales and quoting through to installations, work collaboratively in order to maintain constant communication with the Customer.</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>sofSURFACES has a Limited Lifetime Warranty on all of our products. We recommend that installation of the product occurs by a sofSURFACES Certified Installer and if so, we will warrant the installation the same as the product.</p> <p>Please see duraSAFE Product Warranty Lifetime Combo in the attached documents.</p> <p>Warranty claims are to be brought to the attention of the main SofSurfaces office. We will request photos to identify the issue and will comprise an action plan to how we will rectify.</p> <p>All products that were sold by us to the Member will be covered, regardless of location in North America.</p>	
47	Describe how your products and/or services comply with all relevant accessibility requirements applicable in both the United States and Canada. Include details on how your organization ensures inclusivity and accommodates individuals with disabilities in the design, manufacture, installation, and support of your offerings.	<p>ASTM F1951 is the standard test method developed by ASTM International to evaluate the accessibility of surface systems under and around playground equipment. As a manufacturer of playground safety surfacing, we ensure that our product complies with this standard.</p> <p>Our safety surfacing tiles are designed to install flat and consistently, providing a stable and uniform surface that is accessible for individuals using mobility devices. When installed, the tiles are typically flush with existing curbs or edges, ensuring that the entire perimeter remains accessible.</p> <p>In situations where a raised edge is necessary, we offer an accessible transition ramp that integrates seamlessly with our tiles, maintaining compliance and ease of access across all entry points.</p> <p>Although ASTM F1951 is a U.S.-based standard, it is widely recognized and adopted across Canada. Since Canada does not currently have a direct equivalent standard, many municipalities, schools, and organizations rely on ASTM F1951 when evaluating accessible playground surfacing. Our products are designed with these requirements in mind, supporting inclusive play environments across North America.</p>	

48	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	<p>IPEMA – International Playground Equipment Manufacturer's Association In the interest of public safety, IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to key industry standards as set out by the International Standards Organization.</p> <p>NRPA – National Recreation &amp; Parks Association Is the leading non-profit organization dedicated to the advancement of public parks, recreation and conservation</p> <p>CPSI – Certified Playground Inspector Eight members of our Team have received this Certification from the National Recreation and Park Association (NRPA). This allows us to audit playgrounds to confirm that they meet the Standards set forth by the American Society of Testing Materials (ASTM). Several of our Dealer Representatives have this Certification as well.</p> <p>ASTM International – American Society of Testing Materials We are a voting member.</p> <p>Floor Score – Certified by SGS Global Services Floor Score is a certification program established by the Resilient Floor Covering Institute (RFCI) for hard surface flooring and flooring adhesives products that meet strict indoor air quality (IAQ) requirements. Products bearing this icon meet the indoor air quality emissions criteria of LEED, CHPS, the Green Guide for health Care, and are recognized by a long list of healthy building programs.</p> <p>USGBC – US Green Building Council Member The US Green Building Council is the nation's foremost coalition of leaders working to transform the way buildings and communities are designed, built, and operated, enabling an environmentally and socially responsible, healthy, and prosperous environment that improves quality of life.</p>
49	Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.	<p>With over 35 years of experience manufacturing safety tiles, SofSURFACES has perfected the art of maximizing performance and durability.</p> <p>Our hollow pedestal design delivers exceptional fall height protection while maintaining a tough, long-lasting surface.</p> <p>Thanks to our KrosLOCK interlocking system, tiles can be installed in any direction—reducing waste and simplifying alignment for installers. Combined with our precision edge cuts, this system allows adhesive to be applied effectively, enabling the entire surface to perform as a unified system for the life of the playground.</p> <p>We believe so strongly in our system that we encourage your Members to specify more rigorous standards to gain better performance and longer service life from their safety surfacing.</p> <p>With these innovations and advantages, we're proud to offer the industry's only Limited Lifetime Warranty.</p>
50	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.	<p>With over 35 years of experience manufacturing safety tiles, SofSURFACES has perfected the art of maximizing performance and durability.</p> <p>Our hollow pedestal design delivers exceptional fall height protection while maintaining a tough, long-lasting surface.</p> <p>Thanks to our KrosLOCK interlocking system, tiles can be installed in any direction—reducing waste and simplifying alignment for installers. Combined with our precision edge cuts, this system allows adhesive to be applied effectively, enabling the entire surface to perform as a unified system for the life of the playground.</p> <p>We believe so strongly in our system that we encourage your Members to specify more rigorous standards to gain better performance and longer service life from their safety surfacing.</p> <p>With these innovations and advantages, we're proud to offer the industry's only Limited Lifetime Warranty.</p>
51	Describe how your offering addresses the customer's desire to customize the offering.	<p>With 6 standard colors and an infinite range of customizable Premium color blends, our design team can create a playful ground level canvas that sparks the imagination of the children and adds one more play feature that all can enjoy regardless of abilities.</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	sofSURFACES is not a WMBE or SBE but we do have Territory Dealer Representatives that have accreditations as well as a few of our Certified Installation Crews.	*
53		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
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 type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
61	Describe your payment terms and accepted payment methods.	Each new Member that purchases will fill in a Customer Account Setup, so we know who and how to invoice the customer. Payment terms are Net 30, and the customer can pay by their preference of credit card, check or wire transfer.	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	sofSURFACES now offers financing options to our customers for projects that exceed \$10,000.00 (all currencies). For the customer's convenience, we offer three financing options: \$10,000.00 – \$24,999.00: 1 YEAR TERM \$25,000.00 – \$36,000.00: 1 or 2 YEAR TERM \$36,000.00 + : CHOICE OF 1, 2 or 3 YEAR TERM All freight and applicable taxes are due prior to shipping. All terms require a down payment of 15%. Final rates subject to OAC (on approved credit).	*

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.	sofSURFACES' internal Sales Team are a part of all quotations to the final sale and will assist with the complete process. Since our last Sourcewell contract was awarded, we have integrated a tool in our sales program to tag each Sourcewell project at the initial stages so that it is easily recognized in our volume of sales. Regardless of whether a sale is sold direct to the Sourcewell Member from sofSURFACES or if a member of our Dealer Network represents our contract and product in a sale, sofSURFACES' internal Sales Team will facilitate the order and submit the administrative fee.	*
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Card Procurement is not a payment option at this time but is being considered.	*
65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	sofSURFACES is offering line-item discounts of 10% off of the 2025 Product Price List for all our duraSAFE, duraTRAIN, duraSOUND, and duraSTRONG products. Based on the overall square footage (volume) there could be up to an additional 10%. All Accessories are at a fixed price and will not be discounted. This is our ceiling pricing that no sale will exceed. I have attached our 2025 Product Price List as well as our Sourcewell 2025 Product Price List. (US\$ and CDN\$)	*
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.	sofSURFACES is offering 10% off of our MSRP with volume discounts available for up to an additional 10%.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	Above and beyond the 10% listed above, sofSURFACES will offer a quantity discount based on the overall square footage of the area. 0 - 499sqft - 0% + 10% = 10% 500-999sqft - 2.5% + 10% = 12.5% 1000-1999sqft - 5.0% + 10% = 15% 2000-3999sqft - 7.5% + 10% = 17.5% 4000 + sqft - 10.0%+ 10% = 20%	*
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.	sofSURFACES will work with the Sourcewell Member with the regard to pricing and delivery of any open market and /or non-standard options which would be desired. We would agree upon a desired outcome and reflect this in the customer's proposal.	*
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.	sofSURFACES includes Installation, site preparation, removal with most of our proposals. This pricing is specific for each project and so a contractual price cannot be factored in. sofSURFACES has several options for Installation all over Canada and the USA and will select the crew that aligns the best with the purchaser to offer the most competitive pricing.	*
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.	Shipping will be an additional cost to the Sourcewell Member so we can price as aggressive as possible on their behalf. We need to review on a case-by-case basis because there are so many variables when it comes to us shipping product to our customers. There are variances with each individual tile, each order, and each location. Our Logistics Department is in constant discussions with several brokers and carriers. They will request quotes for each order to find the most competitive carrier for the member's needs. With over 1600 projects sold a year our Carriers offer us very competitive pricing.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	sofSURFACES has a history with shipping to Alaska and Hawaii and will assemble options that will best suit the Sourcewell Member. sofSURFACES headquarters is based in Canada and our Logistics Team has several sources to deliver material anywhere where needed.	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Each member has different needs so we will cater our delivery to whatever is needed. We have options for lift gates, residential deliveries, flat beds, weekends, specific hours. We will address what is needed and price accordingly.	*

73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts Our Contract Specialist pulls quarterly Sourcewell sales reports from our Sales System and calculates the associated fee for that time period. When validation is completed, a report is sent to our Controller and Accounts Payable Department. Both departments will review before dispersing payment. Invoice documents for all Sourcewell projects are available for review upon request	*
74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	SofSurfaces has been a member of the Sourcewell family since 2012, so we have lots of history to compare to. Quarterly and Yearly Reports are presented to Management and discussed with our Sales Forces during the weekly meetings. A new quoting tool is to be introduced late in the first quarter of 2026 that will allow for additional access to these reports.	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	sofSURFACES proposes a 2% administration fee calculated as a percentage of the customer contact sales price.	*

**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.	These are large projects that we want to be a part of, so we price aggressive.

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

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	sofSURFACES is the leader in the playground surfacing industry and has been for many years. We can offer peace of mind for parents and guardians as our duraSAFE product is engineered to protect the children that play on it from critical head injury. From the initial stages our design team will work with the customer to select from our 9 different thicknesses of product to assure that we offer proper protection if a child were to fall from the play equipment regardless of height. We have an internal Standard that our products will exceed the thresholds of the industry Standards by 60%. We Manufacturer duraSAFE to do this for higher protection and a longer life. We warrant duraSAFE for the lifetime of the playground. With 6 standard colors and an infinite range of customizable Premium color blends, our design team can create a playful ground level canvas that sparks the imagination of the children and adds one more play feature that all can enjoy regardless of their abilities. Our service team will communicate with the customer in all aspects of planning through to installation. Our Certified Installation Crews are capable of removal of existing surfaces, preparing the sub surface for our product, and installation of their selected sofSURFACE.
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Rubber Protective Surfacing Installation and Shipping Accessories for Installation Incidental Product Lines – duraSTRONG (rooftop/walkway/patio), duraSOUND (sound reduction), duraTRAIN (fitness flooring)

**Table 7B: Depth and Breadth of Offered Solutions**

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

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



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](#) - Sourcewell 2025 US.CDN Price List.pdf - Wednesday October 15, 2025 13:13:19
  - [Financial Strength and Stability](#) - Bank Letter\_SOF Surfaces.pdf - Wednesday October 15, 2025 13:49:50
  - [Marketing Plan/Samples](#) - DuraSAFE Marketing.pdf - Wednesday October 15, 2025 13:24:04
  - [WMBE/MBE/SBE or Related Certificates](#) - Sourcewell - COI.pdf - Wednesday October 15, 2025 13:21:34
  - Standard Transaction Document Samples (optional)
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - SSI-New Customer Account Setup.pdf - Thursday October 16, 2025 12:12:41

## 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. - BRAD GOSS, Contract Specialist, SofSurfaces Inc.

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

☒ Yes    ☐ No

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

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

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

