

**MASTER AGREEMENT #101625**

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

SUPPLIER: Dog-ON-It Parks, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Dog-ON-It Parks, Inc., 2211 37th St., Everett, WA 98201 (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.

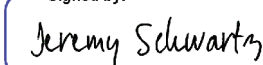
Article 3: Supplier Obligations to Participating Entities

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

Signed by:

 C0FD2A139D06489...

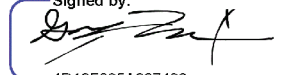
By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 12/17/2025 | 6:44 PM CST

Dog-ON-It Parks, Inc.

Signed by:

 4D16F035A607438...

By: _____

Gary Max

Title: Vice President

Date: 12/17/2025 | 3:09 PM CST

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

Vendor Details

Company Name: Dog-ON-It Parks, Inc
Does your company conduct business under any other name? If yes, please state: no
Address: 2211 37th St
Everett, WA 98201
Contact: Gary Max
Email: topdog@dogonitparks.com
Phone: 866-568-4256
Fax: 866-568-4256
HST#: 26-4427865

Submission Details

Created On: Friday August 29, 2025 01:40:44
Submitted On: Wednesday October 15, 2025 18:21:47
Submitted By: Gary Max
Email: topdog@dogonitparks.com
Transaction #: db5ab172-2596-49bf-add2-e2f431162a00
Submitter's IP Address: 147.243.242.134

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.	Gary Max, Vice President and Co-Founder	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
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).	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	YH48AMTV1K55	*
5	Provide your NAICS code applicable to Solutions proposed.	423910	
6	Proposer Physical Address:	2211 37th St Everett, WA 98201	*
7	Proposer website address (or addresses):	www.dogonitparks.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):	Gary Max, Vice President 2211 37th St Everett, WA 98201 topdog@dogonitparks.com 425-750-7493	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Gary Max, Vice President 2211 37th St Everett, WA 98201 topdog@dogonitparks.com 425-750-7493	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nora VandenBerghe, COO 2211 37th St Everett, WA 98201 nora@dogonitparks.com 877-623-7956	*

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.	Dog-ON-It Parks was founded in 2009 and is the first company ever to specialize exclusively as a developer and manufacturer of recreational dog park products. Built on a 25-year foundation in design and sales in the children's playground equipment industry, combined with nearly 50 years of dog breeding experience, and with the help of veterinarian consultants, we set out to create the safest and most durable public grade products for family outdoor recreation possible. As the industry originator and innovator, we of course have spawned competition, but most competitors offer products that are simply copies or variations of products originated by Dog-ON-It. Our innovation still continues today, introducing 2 completely new product lines and over 15 new products in 2025. Today, we continue to grow sales through an expanding North American and International dealer network, and by overwhelmingly offering the widest variety of municipal dog park products available globally.	*
12	What are your company's expectations in the event of an award?	We expect to be able to access a wider market of municipal buyers who sometimes are limited to solely buying inferior "lowest bid" products, instead of being able to purchase a higher quality and more durable product for the same price on a municipal purchasing contract. This saves agencies on both maintenance and replacement costs. For example, low bid may get a product that looks similar, but because we manufacture all products using rustproof aluminum, stainless steel and HDPE plastic, Dog-ON-It products last longer and look better for the community than our competitors ordinary painted steel, which quickly corrodes and rusts in a highly corrosive dog park environment. With our prior 25 years experience in playground sales, providing over \$15 million in equipment on other municipal purchasing contracts such as US-Communities (later Omnia), as well as regional contracts like KCDA and ODAS and CMAS, we know both the value of cooperative purchasing for buyers, as well as how to successfully follow the purchasing protocols for the benefit of our customers.	*
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.	Dog-ON-It Parks Inc. is privately held corporation, and has been financially entirely self-supporting since its inception. The company has never taken out any loans, and carries zero debt. Profitability has always been a priority, and a profitability statement for the last 3 years are attached, and additional financial details are available upon request. Sales volume has grown consistently for the past 15 years, with sales goals reaching \$6 million within the next 2 years. While not remarkable in it self, this represents a very large share of the relatively small dog park equipment market. The company has the same management team since originating, and maintains the goals of strong financials while innovating and maintaining the industry leadership position. Being privately held, no financials have been reported to D&B, so their ratings are shockingly inaccurate, but also wildly contradictory. Despite the inaccuracy, a current profitability report has been included with the D&B report.	*
14	What is your US market share for the Solutions that you are proposing?	To date, no detailed independent market share analysis has been completed for the dog park equipment industry. While several competitors providing inferior "lowest-bid" level products or imported products, have surfaced over the years, Dog-On-It Parks continues to be an industry innovator and leader with an estimated 30% of the US market share. A Sourcwell contract would help build that market share level by making it easier for municipalities and community organizations to purchase Dog-ON-It products.	*
15	What is your Canadian market share for the Solutions that you are proposing?	There are no significant Canadian manufacturers of quality dog park products at this time. Because of our physical proximity to the border, our experience exporting to Canada (and the world) and a number of very strong Canadian distributors, we have had an advantage in the Canadian market, and our share of the Canadian market is likely to be even higher than the US market, estimated to be between 35 or 40%.	*
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.	None.	*

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. Dog-ON-It Parks is a manufacturer of dog park products, with a strong inside sales and support team, and an independent (3rd party) network of dealer representatives throughout North America. Dealers employ from 2 to 20 sales representatives, giving us well over 300 outside sales representatives promoting dog park products in every state and province.	*
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.	Other than required business licenses and registrations, there are no special certifications required for conducting business. However, all water fountains and water features have received a "Lead-Free" certification, and NSF compliance. With appropriate surfacing, Dog-ON-It products meet current ADA standards for accessibility.	*
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.	None.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	While there is no current industry organization, Dog-ON-It parks has continuously been recognized as THE authority on the subject of dog parks through numerous published articles and training guides. Recent articles by staff have been featured in NRPA, Recreation Management, Parks and Recreation Business, Woodall's and other industry-focused publications. We are also frequently interviewed for dog park related content and articles. Our free "How to Build a Dog Park" manual is a comprehensive guide to designing and constructing a successful dog park. We are also cited, and provided product photography in the most comprehensive book (144pp) on the subject, "Dog Park Design, Development, and Operation" by Dr Marilyn Glasser. The Newtown Dog Park in Johns Creek, GA has been consistently ranked in the top 10 dog parks in the US for over 10 years, and currently ranks #3 according to a July 2025 report by US News and World Report. Nearly all agility equipment, park furniture and water features were provided for that award winning project by Dog-ON-It Parks.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 40% of current sales are made directly to the government sector, plus additional sales made to contractors who are working on projects for government agencies. In past experience in the playground industry, agencies have found they can save money by purchasing products on a purchasing contract to get the lowest available price, and then provide it as an owner-furnished product to contractors, thus avoiding high contractor markups and extending already tight agency budgets.	*
22	What percentage of your sales are to the education sector in the past three years?	Sales to the education sector have been primarily for on campus student housing and in support of veterinary degrees, and are estimated at appx 2-3%. Our customers include the University of Tulsa, Cornell, LaSalle University, Miami University, Rice University & Penn State.	*
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?	While we currently have no competing purchasing agreements, key staff has over 15 years prior experience selling products on other municipal purchasing contracts, including providing over \$15 million in equipment on US-Communities (and later on Omnia), as well as regional purchasing contracts like KCDA and ODAS and CMAS. We know both the value of cooperative purchasing for buyers, as well as how to successfully navigate the cooperative purchasing rules, for the benefit of our customers.	*
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?	None currently.	*

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 *	
City of Austin	Sara Heilman	512-974-3540	*
City of Chattanooga	Jennifer Bowling	423-643-6123	*
City of Mesquite	Bob Blanken	972-740-7436	*
City of Broken Arrow	Robert Sautten	(918) 259-7000 Ext: 7366	

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.	In-house dedicated sales support staff: 5 63 independent dealer distributor firms throughout the US & Canada, with over 300 trained sales representatives on the street.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our authorized dealers in the US and Canada receive regular product training and in addition to our own advertising efforts, they are also responsible for marketing our dog park products. Many of our dealers also sell via ecommerce websites (as do we), so we receive addtl brand recognition and awareness through their efforts. Since Dog-ON-It Parks is a manufacturer, we do not offer installation. Our local dealer-distributors however will often offer installation services, which takes into consideration unique local challenges such as soil conditions, travel costs, local prevailing wage requirements, licensing, etc. They are more qualified to make accurate installation proposals.	*
28	Service force.	For extremely rare service related issues, all inquiries are handled by our in-house sales support staff, regardless of who originated the sale. Customers who have purchased from an authorized dealer also have additional support from that distributor.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	A. Direct orders are accepted directly using our website ordering portal, via email or phone correspondence with our sales staff. B. When ordering through one of our authorized distributors, the customer places the order with them and our dealer will submit the order to our sales staff for processing and fulfillment. Dog-ON-It staff always provides shipping rates to distributors for every quote, which provides an additional opportunity to identify whether the customer may be eligible for Sourcewell contract purchasing.	*
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.	Our products are designed to be extremely durable, with few moving parts. In the rare case of a service need we have an in-house CARE program (Customer Assurance, Response and Execution) program, to address any service issues that arise, using a collaborative staff approach for rapid responses. We have live staff (not machines) answering the phone from 7am to 5pm PDT Monday through Friday, to help resolve issues and are well known in the industry for our outstanding customer service. In most cases, if a replacement part is required, parts can ship from stock in 1-2 business days.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Dog-ON-It Parks welcomes the opportunity to service any Sourcewell member in the US or Canada. Our dedicated sales support team averages over 8 years experience at the company, and are well trained to support the needs our customers. With the broadest dog park product line available, solid company management and financials, along with continued innovation and industry leadership, Dog-ON-It Parks is best prepared to support the needs of Sourcewell members.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Dog-ON-It Parks welcomes the opportunity to service any Canadian Sourcewell member. We already have several strong dealer distributors in Canada, and our dedicated sales support team are all trained on shipping and selling in Canada. We have been shipping to Canada for over 13 years, and the support team all know how to negotiate the shipping/brokerage/bonding hurdles of international sales. With the broadest line of dog park products available, solid company management and financials, and continued innovation and industry leadership, Dog-ON-It Parks is perfectly prepared to support the needs of SourceWell members in Canada as well.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Dog-ON-It Parks distributes worldwide, and regularly ships products to Asia, Europe, the Middle East and South America. So far, there has not been any location we were unable to ship products to!	*
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.	None.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No special requirements. We currently have numerous product installations in Alaska, Hawaii, Guam, Puerto Rico and other US territories, and are capable of providing shipping services to all locations.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (75 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>A copy of our current 38 page catalog is attached (new catalog scheduled for release in early 2026). All current products are displayed on the website, since print materials can quickly become dated. New products are always introduced with promotional materials, an email blast, social media posts, dealer training webinars and "New" banner website introductions. We have a robust mailing list of 8,000+ for email communications and newsletters.</p> <p>Dealer Distribution: Dog-ON-It Parks has an ever-growing dealer network of over 50 experienced dealers in the US and 7 in Canada. Each dealer may employ up to dozens of outside sales representatives. This contract will allow all dealers to utilize Sourcewell to facilitate customer purchases. We plan to provide additional Sourcewell-specific dealer training if awarded.</p> <p>Dog-ON-It Parks relies heavily on trade shows for our marketing and new dealer recruitment. Examples of trade shows exhibited at include:</p> <ul style="list-style-type: none"> -NRPA (National Recreation and Park Assn) -ASLA (American Society of Landscape Architects) -NAA (National Apartment Assn) -TAA (Texas Apartment Assn) -CPRS (California Park and Recreation Society) -NLC (National League of Cities) -WRPA (Washington Recreation and Park Assn) -IBS (International Builders Show) <p>Additional Sourcewell-focused Initiatives:</p> <ul style="list-style-type: none"> Display Sourcewell flag logo on every page of the website Enhanced social media focus on Sourcewell Dealer training, focused on Sourcewell customer advantages and sales strategies Display the Sourcewell Supplier flag at all trade shows Display "Sourcewell Vendor" on our price quote template Targeted Constant Contact and Mailchimp email blasts Use of the Sourcewell Supplier Portal to help maximize sales
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Social Media: We post on Facebook daily with nearly 1,500 followers. Product images are also posted regularly to Pinterest and Instagram, as well as our dealer's websites. We use LinkedIn to share educational content, videos and new product releases as well. Social media links are found on all promotional media and in our email signatures.</p> <p>Search Engines: Using Google and Bing, we have large advertising budgets for paid placements and monitor click-through rates monthly with our partner CLIX Marketing. CLIX also monitors web traffic, conversion ratios, analyzes ad campaign results and provides alternative advertising options and strategies to best take advantage of the ever changing algorithms.</p> <p>CRM marketing: Sales staff utilizes a robust CRM platform to help track prospects, past customers and quotes, from initial contact through ordering, including follow-up prompts like shipping notices. With thousands of past and existing customers in our database over the last 15 years, past satisfied customers will be the first Sourcewell sales targets. Our CRM database is also the perfect platform for sending out initial press releases if awarded the Sourcewell contract.</p> <p>Google Alerts provide daily project leads from newspapers and magazines.</p> <p>Website:</p> <p>Modern and user-friendly website with nested navigation, featuring detailed product info, specifications, pricing, links to CADDetails.com, helpful informational materials, and full e-commerce purchasing. Website hosting includes web traffic monitoring and analytics, with monthly reporting, Sourcewell members will be able to simply enter a Member ID/Code to apply Sourcewell pricing at checkout.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell acts as a facilitator to member organizations to streamline their purchasing processes and provide better pricing.</p> <p>As far as we are concerned, Sourcewell acts as an additional sales team member to support our mutual sales goals. At our weekly sales staff meetings, our team and dealers will be trained on the value of the contract, how the contract terms work, the benefits to customers like lower pricing and simplicity, and ensuring customer awareness of the Sourcewell/Dog-ON-It Parks partnership. Sourcewell is an additional resource for members, by educating them that Dog Park Solutions are another part of the comprehensive purchasing options provided by Sourcewell.</p>

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Dog-ON-It Parks solutions are available through an e-procurement process. Eligible agencies will be provided with SourceWell contract pricing on any e-procurement solicitations. Typically, we have received an RFQ directly from a government agencies, and we simply respond electronically to the request. In addition, our E-Commerce platform is capable of providing special Contract pricing for qualified SourceWell members, greatly simplifying the ordering process. for members.	*
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	To assist owners and operators of dog parks, we offer nearly a dozen free online educational manuals on the website, which are important tools to assist the end user. Documents such as our "Dog Park Surfacing Guide" and "Tips for Building a Successful Dog Park" help customers plan, design and operate more successful community dog parks. In addition, we offer free CAD-based design services to lay out the equipment in their dog park for the safest and best use of space and to enhance the benefits and functionality of the equipment for users.	*
42	Describe any technological advances that your proposed Solutions offer.	As the first company in the US dedicated solely to the manufacturing of dog park products back in 2009, we have had to be the originator and innovator of products. We continue to innovate, using manufacturing technologies like in-house CNC routers which allow us to offer free product customization and all sheet metal is laser cut for accuracy and consistency to within 10/1000th of an inch. Innovation continues, with two complete new product lines being introduced in 2026, taking advantage of our upgraded CNC and manufacturing capabilities.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Since the beginning, "eco-friendliness" has been the backbone of our design and manufacturing processes. Recycling is an important part of our corporate culture and the regional culture of the Pacific Northwest. Our domestically-sourced aluminum average 80-85% recycled material (certifications provided by our metal vendors). -EcoDog: We created the Eco-Dog line of recycled dog park agility products that are manufactured from recycled aluminum and 90% recycled post -consumer plastics (milk jugs, etc) helping to reduce the global waste stream. In addition: -All products are recyclable -All plastic, paper and metal waste materials used in manufacturing at Dog-ON-It are recycled	*
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.	All water features have received "Lead-Free" and NSF Certifications to be safe for humans as well as our beloved pets. Surfacing solutions are ADA compliant for accessibility. (Testing available upon request) We also offer ADA compliant site furnishings including tables and water fountains.	*
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?	Unlike other manufacturers who merely offer dog park equipment as a sideline to other products or are repurposing children's playground equipment, the sole focus at Dog-ON-It Parks has been to develop the widest variety of durable and functional dog park products on the planet. Our extensive list of innovations include over 50 dog park agility components (many of which are now considered to be standard agility components), new water features, recycled products, airport pet relief stations, waste pickup solutions, natural rock and log products, hand sanitizers, dog park signage, portable agility systems, and grooming and dog wash stations. No other dog park manufacturer comes close to offering the comprehensive line of focused dog park solutions that we are known for. This makes Dog-ON-It Parks the most reliable source for Sourcewell members to find dog park products for their community.	*
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.	Because our products are manufactured using aluminum, stainless steel, HDPE plastic and other specialized materials, Dog-ON-It Parks offers a unique LIFETIME no-rust warranty for all agility products. Dog urine is highly corrosive, and these specialized materials ensure customers will enjoy a lifetime of performance. In addition, we have a 5-Year warranty against material workmanship, failure or defects, but claims are extremely rare. Warranties cover replacement products and North America shipping.	

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.	Dog-ON-It Parks products are considered to be fully accessible to all users, regardless of ability, when installed using an accessible surfacing material. With accessible surfacing, the products will meet the requirements of the US ADA, and Canada's ACA laws. In addition to offering accessible surfacing materials on our website, we have a free "Dog Park Surfacing Guide" publication which explains accessible surfacing requirements, and suggests surfacing solutions to ensure compliance with accessibility requirements. (As noted elsewhere in this proposal, I previously was an active participant in the ADAAG Access Board process developing accessibility guidelines for children's playgrounds. This provides a very unique perspective for product development meeting accessibility and safety standards.
48	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	NSF and "Lead-Free" certifications for all water fountains. No current industry certifications exist for dog park or agility equipment for public use. We have been awarded numerous registered Trademarks on products, and are applying for patents for unique and innovative products.
49	Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.	Many of our competitors outsource their manufacturing or even import products from overseas, introducing significant tariff, supply chain and quality control problems. Others just produce dog park components as an insignificant sideline to making playgrounds or other products Because Dog-ON-It Parks is solely dedicated to developing and producing innovative dog park products, we are focused on making the best products possible. We have total quality control on our products, since all agility equipment is manufactured in the US at our 13,000sf facility in Everett, WA. Our vertically integrated facility stocks raw materials and fabricates the equipment right through to the finished product, including packaging and shipping. This gives us numerous advantages: -Offering FREE Customization of products with personalized text or logos, without extending lead times. We are the only company in the US and Canada offering this (very popular) option. -Inventory: We maintain a large inventory of warehoused parts, reducing lead times and ensuring responsiveness. We control the whole manufacturing process reducing the opportunity for product delays. -Color choice: We offer the widest variety of color options, including color choices on our proprietary PawsGrip non-slip surfacing, posts and plastic components which gives our customers the opportunity to curate their equipment. -Purpose-built for dogs: Advanced rotomolding techniques embed slip-resistant materials into our tunnels, ensuring safety for the life of the product (this is exclusive to us, and most competitors just use slippery playground tube/slide sections) -Durability: Completely rustproof agility products: aluminum, stainless steel hardware, and polyethylene plastics ensure a lifetime of durability for all our agility components. No other dog park product manufacturer can make these same claims.
50	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.	I was an active participant in the development in the October 2000 publishing of the ADAAG Playground Accessibility Guidelines. This gave me exceptional depth and insight into the many aspects of accessibility and inclusion in a public environment. As such, most of the Dog-ON-It products are low to the ground and well within the published reach range requirements for users with disabilities. Our staff is trained on the person-first, (not disability first) approach to design and use, and offer several ground surfacing material solutions for dog parks, that make the user's area completely accessible. As a former 24-year NPSI Certified Playground Safety Inspector, we have an exceptional awareness of how users of any size can use/misuse equipment potentially causing injury. Even though these standards are not intended to be applied to dog park equipment, the same safety principles are applied to every product. In addition, every piece of equipment has permanent safety labels affixed in prominent locations, which use universal symbols which are understandable to users, regardless of their language. In addition, I was a CPSI (Certified Playground Safety Inspector) for for nearly 25 years, offering a more comprehensive perspective on user safety..
51	Describe how your offering addresses the customer's desire to customize the offering.	We love this question, since we have offered free customization of many products such as text and logos for well over a decade! This allows customers to highlight their unique park names. along with park sponsors or donors. In addition, because we are a small and innovative manufacturer, we are also able to easily respond to specific customer needs with custom features. Some of these great ideas have eventually even gone on to become standard products. We welcome customer inputs for products to make their new dog park a truly unique community addition.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
52	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	No current certifications.	*
53		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	no	*
54		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	no	*
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	no	*
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	no	*
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	no	*
58		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	no	*
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	no	*
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	no	*

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.	Government and non-profit entities: Net 30 from shipment. Payment by Check, ACH, or credit card.	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	None.	*
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.	Orders may be placed using a customer Purchase Order, purchase contract, signed quote acceptance, or simply use the online ordering.portal on our website.	*
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We have found that P-Cards have very specific spending category restrictions, and Dog Park products do not generally fall into one of the allowed categories, so this option currently is not offered.	*

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.	Sourcewell members benefit from a flat 5% discount off of all items and categories shown the Price List in effect at the time of purchase. Orders for product over \$50,000 list, will receive an additional 2% volume discount.-Our complete Price List is available on the website, and is freely distributed at trade shows, with catalogs and in mailings. All products are ordered based on a product SKU, which is identified for every product. All prices on the price list are in USD. Canadian pricing shall be based on the exchange rate in effect at the time of the order placement.	*
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.	Sourcewell member discount: 5% off price list in effect at the time of purchase. Orders for product over \$50,000 list, will receive an additional 2% volume discount.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	Orders over \$50k list: additional 2% discount	*
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.	For Sourced or Open Market products or services, these will be priced at Cost, plus 25%.	*
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.	Product price list does not include Shipping cost, or any Installation Cost or sales taxes. We show the cost of shipping as a separate line item on all quotes. Import fees/tariffs for Canadian shipments vary and are determined by the Canadian gov't - customers/importers are responsible for all import-related duties/taxes.	*
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 is offered and arranged as a customer convenience, but customers may also coordinate their own shipping, or factory pickups if preferred. Because our products are generally palletized and ship LTL freight, the customer receives detailed "Shipment Receiving Instructions" by email along with tracking information when the order ships, and the shipping carrier is required to make delivery appointments and call prior to arrival.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	This functions like our standard shipping practices within the lower 48; the freight is noted as a separate line item along with any specific instructions.	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Air freight or other special shipping methods or delivery requirements can be quoted upon request.	*
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.	Both our internal Quoting and Order Entry processes requires staff to identify the source of the customer, and Sourcewell will have a unique Order Identifier Code. This allows us to instantly identify all current or past Sourcewell quotes or orders. This identifier code ensures Sourcewell members receive the appropriate Member Discounts, and will also assist in easily identifying and extracting all Sourcewell member orders, for submitting fees to SourceWell.	*
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.	Quarterly Sales Goals will be identified to ensure contract sales goals are being met. If targets are missed, opportunities will be provided to make up those sales with additional internal incentives. This will also create the opportunity for additional Sourcewell member-targeted marketing campaigns.	*
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.	For all Sourcewell member sales transactions, Dog-ON-It Parks will pay Sourcewell a 1.5% administrative fee on the amount of the product price. Freight, sales tax or other charges are exempt from this administrative fee.	*

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.	Pricing is consistent with other purchasing agreements.	*

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.	Dog-ON-It-Parks is offering ALL available products to Sourcewell Members. Included in this offering are product categories that include: Traditional Dog Agility Products and Packages Water Fountains and Water Play Features Recycled Agility Products Nature-Themed Dog Park Products Dog Park Site Furnishings & Amenities Shade Shelters Pet Relief Stations and Waste Pick-up Solutions Portable Agility Equipment Composite Pet Play Centers Dog Wash Stations and Grooming Solutions Accessible Surfacing Materials Custom Signage New Products, as they are introduced	*
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Dog Agility Products and Packages Water Fountains and Water Play Features Recycled Agility Products Nature-Themed Dog Park Products Dog Park Site Furniture Shade Shelters Pet Relief Stations, and Waste Pick-up Stations Portable Agility Equipment Composite Pet Play Centers Dog Wash Stations and Grooming Solutions Accessible Surfacing Materials Custom Signage New Products, as they are introduced	*

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	no	*
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	B. Dog Park Solutions	*
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	no	*
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	no	*
83	Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are happy to offer all available Dog Park Product solutions, and requested special services, for this contract.	*

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](#) - 2025 DOI List Pricing Eff 5.1.25.pdf - Tuesday October 14, 2025 19:42:47
 - [Financial Strength and Stability](#) - DOIP Profitability Licenses Insurance.pdf - Wednesday October 15, 2025 15:45:27
 - [Marketing Plan/Samples](#) - Sourcewell Proposed Marketing Plan and Materials.pdf - Wednesday October 15, 2025 09:19:55
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - 154608 Town of Severance Order.pdf - Wednesday October 15, 2025 13:01:13
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - DogOnIt_ProductCatalog2023-FINAL-Digital.pdf - Wednesday October 15, 2025 09:22:41

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. - Gary Max, VP Product Development and Sales, Dog-ON-It-Parks, Inc.

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

☒ Yes ☐ No

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

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

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