

**MASTER AGREEMENT #101625**

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

**SUPPLIER:** Kompan, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Kompan, Inc., 605 W. Howard Lane, Suite 101, Austin, TX 78753 (Supplier).

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

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

**Article 1:**  
**General Terms**

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

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 17, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #101625 – Category 4 to Participating Entities. In Scope solutions include but are not limited to:
  - a) **Playground Equipment**  
**and** at least one of the following:
    - b) Water Play or Aquatic Equipment );
    - c) Outdoor Site Amenities and Furnishings; and
    - d) Outdoor Fitness .
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

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

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

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

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. § 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

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

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

- v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

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

**19) Grant of License.**

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

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

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

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

**c) Use; Quality Control.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sourcewell

Signed by:



C0FD2A139D06489...

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

Jeremy Schwartz

Title: Chief Procurement Officer

1/9/2026 | 9:00 PM CST

Date: \_\_\_\_\_

Kompan, Inc.

Signed by:



BF43944F71474F4...

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

John Cathey

Title: Chief Financial Officer

1/9/2026 | 10:10 AM CST

Date: \_\_\_\_\_

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

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## Vendor Details

Company Name: Kompan, Inc.  
Address: 605 W Howard Lane  
Suite 101  
Austin, Texas 78753  
Contact: Matt Miller  
Email: matmil@kompan.com  
Phone: 630-779-7009  
Fax: 737-212-9270  
HST#: 91-0819688

## Submission Details

Created On: Wednesday September 03, 2025 08:45:01  
Submitted On: Thursday October 16, 2025 16:28:11  
Submitted By: Matt Miller  
Email: matmil@kompan.com  
Transaction #: eae94ffd-23a2-4b5e-b655-79b45103cd6b  
Submitter's IP Address: 147.243.190.71

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## Specifications

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

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

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

| Line Item | Question  | Response *  |
|-----------|---|---|
| 1         | Provide the legal name of the Proposer authorized to submit this Proposal.  | Kompan, Inc.  |
| 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). | Kompan, Inc. is the parent company in North America, including subsidiaries in California (KOMPAN California, Inc.) and Toronto (KOMPAN Canada, Inc.) |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):   | CAGE Code = 58883<br>Unique Entity Identifier = MU61PBNHENC6  |
| 5         | Provide your NAICS code applicable to Solutions proposed.   | NAICS Code = 238990   |
| 6         | Proposer Physical Address:  | KOMPAN Inc. Headquarters<br>605 W Howard Lane, Ste 101<br>Austin, TX 78753  |
| 7         | Proposer website address (or addresses):  | <a href="http://www.kompan.com/en/us">www.kompan.com/en/us</a>  |
| 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):   | John Cathey, Chief Financial Officer<br>605 W Howard Lane, Ste 101<br>Austin, TX 78753<br>JohCat@Kompan.com<br>737-376-2186                           |
| 9         | Proposer's primary contact for this proposal (name, title, address, email address & phone):   | Matt Miller, Bid & Proposal Manager<br>605 W Howard Lane, Ste 101<br>Austin, TX 78753<br>MatMil@Kompan.com<br>630-779-7009                            |
| 10        | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):  | Jay Cooke, Vice President of Sales<br>605 W Howard Lane, Ste 101<br>Austin, TX 78753<br>JayCoo@Kompan.com<br>508-243-2623                             |

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

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

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| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | <p>KOMPAN designs, manufactures, and installs more than 1,000 playground or fitness sites every month in over 90 countries—of these, 30 countries do so through the company's own direct operation and the remainder through carefully selected quality agents and partners. That is one installation every 44 minutes! Having family ownership of KOMPAN in partnership with our top managers enables us to make the best possible long-term decisions for our users, customers, partners, and employees to develop and support the communities we serve.</p> <p>We not only take inclusive design and lower carbon emissions seriously but also safety and durability. Our comprehensive approach to safety combines safe design and safe materials. We understand that by minimizing risks, we enable children and adults to fully explore the world of play and fitness. Our products are IPEMA certified, which guarantees conformance to current ASTM standards, and have industry-leading warranties. By designing products that offer children and adults appropriate, safe, and durable choices for play and outdoor fitness, KOMPAN continues to lead the way with research-based innovations.</p> <p>Our play design knowledge is informed by the expertise of the KOMPAN Play Institute (KPI), which conducts user testing with children during the design process and conducts post-occupancy studies of playgrounds that are in use. KPI ensures all our play solutions are designed to support children to meet competencies in the domains of physical, social/emotional, cognitive, and creative development.</p> <p>KOMPAN has a commitment to supporting children's engagement with nature through nature play and naturalized playgrounds. KPI has focused on studying the benefits of nature play, as well as the use of naturalized playgrounds to best support this emerging trend in outdoor play.</p> <p>Experiences in nature and naturalized environments have benefits for health, well-being, and cognitive functioning (Bratman, et al, 2012). For children, developing a connection with nature also supports their desire to participate in conservation efforts (Cheng &amp; Monroe, 2012; Hughes et al., 2018; Wells &amp; Lekies, 2006; Zylstra et al., 2014). A connection with nature requires direct and repeated experiences. With an emphasis on enjoyment, activity, and socialization, naturalized playgrounds are the perfect places for children and families to make connections to nature. We know that nature play spaces are most needed by children who live in urban and underserved environments.</p> <p>The design team at KOMPAN has experience in designing for nature play with natural wood products, but also with playground equipment that immerses children in nature experiences. KOMPAN has the experience and the commitment to nature-forward play equipment and designs that are accessible and usable for all children—even those who have barriers to organic environments.</p> |
| 12 | What are your company's expectations in the event of an award?   | <p>KOMPAN Inc. is committed to maintaining a strong corporate financial profile, ensuring sustainable growth and long-term stability. Through responsible financial management, strategic investments, and efficient operations (including 99.8% on-time performance last fiscal year), we continue to deliver value to our stakeholders while supporting innovation and expansion. Our financial integrity enables us to build lasting partnerships and uphold our commitment to quality, safety, and sustainability.</p>   |

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| 13 | <p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>   | <p>As mentioned, KOMPAN Inc. has demonstrated substantial growth -- particularly over the past five years. KOMPAN Inc. is an entity of KOMPAN A/S (i.e. KOMPAN Global) and as a business unit, we do not publish individual statements. However the consolidated financials of all Kompan entities are made available through our Global website. We have shared these statements in the document section of the proposal.</p> <p>Other Key Information:</p> <ul style="list-style-type: none"> <li>-DUNS: 36501353</li> <li>-Third Party Auditor: CohnReznick LLP</li> </ul> <p>Bank Information:</p> <p>Nordea Bank Finland<br/>1211 Avenue of the Americas, 23rd Floor, New York, NY 10036<br/>Alexus Brown 212-318-9300<br/>Member since: 2009<br/>Credit Line: &gt; \$10,000,000</p> <p>Insurance and Bonding Agent:</p> <p>Willis Towers Watson Insurance Services West, Inc.<br/>811 Louisiana Street, Suite 2200, Houston, TX 7702<br/>Contact: Misty Witt / 559-999-5715 / misty.witt@wtwco.com<br/>Bond Rating: AA<br/>Capacity: \$25M aggregate, \$3M single</p> <p>Reference letters from the aforementioned parties, Certificates of Insurance, and a 2024 Global Annual Review have been included in the Financial Strength and Stability Document section.</p>  |
| 14 | What is your US market share for the Solutions that you are proposing?   | Our current market share for KOMPAN North America is 11% for turn-key sales, which in essence are the solutions we're proposing to Sourcewell.   |
| 15 | What is your Canadian market share for the Solutions that you are proposing?   | As noted above, KOMPAN considers the United States and Canada to be a single, integrated market; therefore, Canada is included within the reported 11% market share.   |
| 16 | Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.   | This is not applicable to KOMPAN.  |
| 17 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>KOMPAN, Inc. is best described as a manufacturer that designs, produces, and distributes a complete range of commercial playground and outdoor fitness equipment. To deliver these solutions effectively, KOMPAN utilizes a hybrid sales and service structure composed of both direct employees and authorized third-party partners.</p> <p>Our Sales and Design Consultants are KOMPAN employees who work directly with customers to identify needs, develop site-specific solutions, and ensure compliance with safety and accessibility standards. These employees serve as the primary point of contact throughout the design and procurement phases.</p> <p>KOMPAN also partners with a network of Solution Partners, who hold exclusive rights to represent and sell KOMPAN products within designated territories. These partners are independent businesses but operate under strict contractual agreements that require adherence to KOMPAN's brand standards, pricing structure, and customer service protocols.</p> <p>For installation and maintenance, KOMPAN relies on KOMPAN Factory Certified Installers -- qualified third-party contractors who have completed our training and certification program. This ensures every installation meets KOMPAN's quality, safety, and warranty requirements.</p> <p>Together, this integrated network of KOMPAN employees and certified partners ensures seamless delivery of our products and services -- maintaining consistent quality, responsiveness, and accountability across all Sourcewell participating entities.</p> |

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| 18 | <p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>                      | <p>KOMPAN holds certifications and memberships with leading organizations to ensure the highest standards of quality, safety, and professionalism in all our playground and outdoor fitness equipment. We are IPEMA (International Play Equipment Manufacturers Association) certified, demonstrating compliance with key safety standards, including ASTM F1478 in the U.S. and CSA-Z614 in Canada. In addition, KOMPAN is certified by Bureau Veritas under ISO 9001, ISO 14001, and ISO 18001, reflecting our commitment to quality management, environmental responsibility, and occupational health and safety. We are also active members of the Association of Play Industries (API), a professional organization comprising experienced play experts who specialize in designing, installing, and maintaining high-quality, safe, and engaging play environments. Together, these affiliations underscore KOMPAN's dedication to excellence, safety, and innovation in every project we deliver.</p> <p>KOMPAN meets or exceeds Americans with Disabilities Act (ADA) requirements for every project we undertake, ensuring that all playgrounds and outdoor fitness spaces are accessible and inclusive for children and adults of all abilities. For every Sourcewell project, we can generate a comprehensive, official evaluation form in full compliance with national ADA guidelines. This form documents accessibility features, identifies areas of compliance, and provides transparency and assurance that each project meets the highest standards for safe, inclusive play and recreation.</p> <p>In addition, KOMPAN, Inc. employs more than 23 Certified Playground Safety Inspectors (CPSI), ensuring all products, installations, and services adhere to the highest safety standards. Our certified inspectors are embedded within all operational areas, providing comprehensive oversight and quality assurance throughout every phase of project execution.</p> <p>Because contractor licensing and permitting requirements vary by jurisdiction, KOMPAN and its authorized installers obtain and maintain all local business, trade, and construction licenses required for lawful installation and commissioning. We coordinate permitting and inspection requirements with the contracting entity or provide guidance where the authority requires the owner to obtain permits.</p> <p>Upon request, KOMPAN will furnish copies of all relevant documentation, including:</p> <ul style="list-style-type: none"> <li>-Product and safety certifications</li> <li>-CPSI and installer rosters</li> <li>-Proof of insurance and bonding</li> <li>-Health and safety registrations</li> </ul> |
| 19 | <p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p> | <p>KOMPAN Inc. has not been suspended or debarred in at any point in history.</p>   |
| 20 | <p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>  | <ul style="list-style-type: none"> <li>-2025 NRPA Innovation in Park Design Award Winner</li> <li>-2024 Ernst Young Environment Award Winner</li> <li>-2022 Good Design Award® Winner Lower Carbon Playgrounds</li> <li>-2022 Good Design Award® Winner Outdoor Strength Training Equipment</li> <li>-2022 Good Design Award® Winner Outdoor Cardio Equipment</li> <li>-2020 Red Dot Design Award Winner</li> </ul>   |
| 21 | <p>What percentage of your sales are to the governmental sector in the past three years?</p>  | <p>47% of our sales are in the governmental sector over the past three years.</p>   |
| 22 | <p>What percentage of your sales are to the education sector in the past three years?</p>   | <p>28% of our sales are in the education sector over the past three years.</p>  |
| 23 | <p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreements over the past three years?</p>   | <p>KOMPAN currently has agreements with the following cooperatives:</p> <ul style="list-style-type: none"> <li>-Omnia Partners</li> <li>-California Multiple Award Schedule (CMAS)</li> <li>-New Jersey State Contract</li> <li>-Massachusetts State Contract</li> <li>-Pennsylvania State Contract (PA CoStars)</li> <li>-Texas Buyboard (TASB)</li> <li>-AEPA</li> </ul>  |
| 24 | <p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>   | <p>KOMPAN Global recently entered into an agreement with GSA, effective this year and running through 2030. As this is a newly established contract, therefore the sales volume data requested by Sourcewell for KOMPAN North America is not yet available. However, we will be pleased to share our sales performance following 2025, prior to the agreement's activation in February 2026, should Sourcewell find that information of interest.</p>   |

**Table 2B: References/Testimonials**

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

| Entity Name *                         | Contact Name *   | Phone Number *                                  |   |
|---------------------------------------|--|---|---|
| Minneapolis Park and Recreation Board | Cliff Swenson- Director of Design and Project Management | "612-230-6404<br>CSwenson@minneapolisparks.org" | * |
| Minneapolis Public Schools            | Ann Cerney- Project Manager                              | "763-259-8223<br>ann.cerney@mpls.k12.mn.us"     | * |
| City of Shakopee                      | Michael Kerski- Director of Planning and Development     | "952-233-9514<br>jtobin@shakopeemn.gov"         | * |
| City of Plymouth                      | Sonya Rippe- Project Supervisor                          | "763-509-5943<br>srippe@plymouthmn.gov"         |   |
| City of Blaine                        | Jerome Krieger- Senior Parks and Recreation Manager      | "763-785-6161<br>jkrieger@blainemn.gov"         |   |

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

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

| Line Item | Question   | Response *  |   |
|-----------|--|---|---|
| 26        | Sales force.   | <p>KOMPAN has always operated as a direct-to-market solutions provider, ensuring our customers receive a seamless and consistent experience from initial consultation through project completion. Our field sales staff live and work within the territories they serve, allowing them to build meaningful, long-term relationships with local communities and customers. This direct engagement provides a deep understanding of regional needs, regulations, and preferences -- an advantage that helps us deliver tailored solutions with precision and accountability.</p> <p>Currently, our direct team covers approximately 70% of the U.S. population. The remaining U.S. regions are served by six (6) exclusive Solution Partners who represent KOMPAN and KOMPAN only. This hybrid model allows us to maintain both the reach and responsiveness of a national organization while preserving the personal touch and specialized support of local representation.</p> <p>Underlying our structure is a fully integrated service platform that connects all aspects of our business -- sales, design, manufacturing, installation, and customer care -- under one coordinated framework. This model promotes centralized efficiency, streamlined communication, and consistent execution across all projects, ensuring that every customer receives the same high standard of service and quality that defines KOMPAN globally.</p> | * |
| 27        | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | <p>As mentioned above, KOMPAN leverages a network of Solution Partners who have the exclusive right to sell KOMPAN equipment. With respect to delivering results within our direct markets, KOMPAN's dedicated Project Managers provide comprehensive oversight of each installation to ensure successful execution and client satisfaction. They maintain consistent communication with customers throughout all project phases, ensuring alignment with expectations, timelines, and quality standards.</p>   | * |
| 28        | Service force.   | <p>KOMPAN has been creating custom turnkey play and fitness spaces globally since 1970 and in the US, Canada &amp; Mexico since 1991. We are a multidisciplinary network of regional teams, with additional support and expertise from our main headquarters in Austin, Texas, our global headquarters in Odense, Denmark, and our global design and manufacturing campus in Brno, Czech Republic.</p> <p>Our Design Studio consists of experienced architects, landscape architects, landscape designers, 3D visualizers and technical experts supporting ASTM, CPSC and ADA compliance guidelines and standards. Our Solutions Design team is a specialized group dedicated to large-scale and complex destination play and fitness spaces. They have extensive experience in every facet of design from concept to implementation.</p> <p>From estimating and order execution to in-field project management, our Operations Department delivers end-to-end support. Each project is guided by a dedicated Project Manager working closely with our KOMPAN Factory Certified installers on site.</p>   | * |

|    |   |   |
|----|---|---|
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.   | KOMPAN has the unique advantage of managing the entire project from start to finish. We oversee from the preconstruction phase (design, quote and propose), to order processing, manufacturing, distribution and warehousing.   |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>The KOMPAN Customer Care team operates out of our North American headquarters in Austin, Texas, and serves as the central hub for all post-sale communication and support. This structure provides Sourcewell's participating entities with a single, reliable point of contact for all inquiries -- ranging from warranty questions and maintenance requests to replacement parts and general product assistance. By keeping our customer support centralized, we ensure that every request is handled efficiently, consistently, and with the same high standard of service that defines the KOMPAN brand.</p> <p>Our Customer Care representatives are highly trained professionals who have direct access to our engineering, logistics, and installation departments, allowing them to resolve inquiries quickly and accurately. We pride ourselves on providing personalized service -- phone conversations and emails come from actual KOMPAN employees, ensuring our customers receive prompt and human-centered support.</p> <p>Sourcewell members can reach us via our dedicated hotline at (800) 426-9788 or by email at <a href="mailto:USCustomerCare@Kompan.com">USCustomerCare@Kompan.com</a>. Email communication is particularly encouraged for requests that include supplemental materials such as photos, site documents, or warranty forms, allowing our team to respond with the most accurate and informed assistance.</p> <p>Our standard operating hours are Monday through Friday, from 9:00 a.m. to 4:00 p.m. (CST). In accordance with our internal Service Level Agreement (SLA), our goal is to provide an initial response or status update within 24 hours of receiving a request. For after-hours inquiries submitted via voicemail or email, customers can expect acknowledgment and follow-up on the next business day.</p> <p>The Customer Care team collaborates closely with our Technical departments to ensure every customer receives accurate, effective solutions. To support timely service, KOMPAN maintains an inventory of key components at our Austin, Texas warehouse, allowing most replacement parts or materials to ship directly within 1-3 business days once the appropriate solution has been determined.</p> |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities.   | KOMPAN is fully prepared and committed to providing our products and services to all Sourcewell participating entities. With an established presence across North America, including dedicated sales, design, and installation teams, we ensure consistent service delivery and support in every region. Our comprehensive approach—covering design consultation, manufacturing, distribution, installation, and maintenance—allows us to deliver turnkey solutions efficiently and reliably. KOMPAN's nationwide logistics network and experienced local representatives enable us to respond quickly to project needs, ensuring that all Sourcewell members receive the same high-quality products, service, and support regardless of location.  |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.   | <p>We're ready and eager to support any Sourcewell participating entity across Canada. Over the past several years, KOMPAN has made a concerted effort to strengthen its presence and infrastructure nationwide. Our foundation begins with a dedicated direct sales team based in Ontario, supported by a network of regional sales partners strategically positioned throughout the other provinces. This structure ensures localized expertise, responsive service, and consistent delivery across the country.</p> <p>Beyond sales, we are making tangible investments in our Canadian operations. We have recently launched a regional office in Kitchener, Ontario, which now serves as the hub for our Canadian business activities. This new office enables us to provide faster, more personalized customer service, cultivate deeper relationships with local communities, and manage projects with greater efficiency. It also houses a dedicated team of professionals focused exclusively on serving the needs of our Canadian clients.</p> <p>These initiatives reflect our long-term commitment to Canada — to building strong partnerships, delivering exceptional service, and ensuring every Sourcewell member has access to the full scope of KOMPAN's expertise and resources.</p>  |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.   | KOMPAN is committed to providing service throughout the United States, including Hawaii and Alaska, as well as across the Canadian provinces. With consistent business in these regions, we are recognized as KOMPAN North America.   |
| 34 | Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.  | KOMPAN has successfully executed over 70% of our business within all participating entity sectors, thereby assuring Sourcewell members full access to our comprehensive suite of products and services.   |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | KOMPAN does not have specific requirements or restrictions that apply to Hawaii, Alaska or other US territories. We are a global company eager to provide premium products to Sourcwell members.  |

|    |   |  |
|----|---|--|
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes, we frequently collaborate with nonprofits to build healthier and happier communities. * |
|----|---|--|

**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>With our North America Marketing team based in Austin, Texas, as well as a larger team to lean on in our Denmark headquarters, KOMPAN's promotional expertise and capabilities are vast and well-established. As a member of other cooperative purchasing programs, KOMPAN has a proven strategy prepared to bring awareness and generate leads for our Sourcewell partnership.</p> <p>Our Marketing team will set up recurring quarterly meetings with our Sourcewell representative to ensure we are aware of and making full use of the resources available to us as Sourcewell suppliers. We will fully utilize the resources found on the Sourcewell Supplier Portal, including:</p> <ol style="list-style-type: none"> <li>1) Awarded Contract Flags</li> <li>2) Awarded Contract Magnets</li> <li>3) Awarded Contract Stickers</li> <li>4) Sales Flyers</li> <li>5) Reference Guide</li> </ol> <p>Our team will also sign up to have key team members attend a Sourcewell-sponsored event in order to meet the team in person and learn best practices from other top Sourcewell suppliers.</p> <p>KOMPAN will work with Sourcewell to ensure we have everything we need to consistently train our sales professionals and our KOMPAN Play Institute (KPI) specialists on Sourcewell so they can share the most up-to-date information with potential buyers. KPI is KOMPAN's unit of play specialists dedicated to developing, documenting, and researching play and playgrounds. The KPI team has developed, researched, and advocated for playgrounds for KOMPAN since the 1980s and along with our sales professionals, the KPI team members serve as the faces and voices of KOMPAN. Training these team members on the latest Sourcewell information and resources will be an important part of executing our Marketing Plan.</p> <p>KOMPAN has a full calendar of industry trade shows where our team exhibits and/or presents accredited educational sessions. Our presence at these key events is not slowing down and is, in fact, expanding as our company continues to grow. We will not only have our experienced sales representatives in attendance at these events to answer questions about Sourcewell and provide printed materials and contact information to interested parties, but we will also have our trusted thought leaders from KPI at these events to share information about our Sourcewell partnership with potential buyers that need assistance in the procurement process. KOMPAN representatives will boldly promote the Sourcewell-KOMPAN partnership at events where we are exhibiting and presenting such as the following:</p> <ul style="list-style-type: none"> <li>• National Recreation and Parks Association</li> <li>• Children and Nature Network</li> <li>• US Play Coalition</li> <li>• City Parks Alliance Greater and Greener</li> <li>• Local Recreation and Parks Association Events</li> <li>• Association of School Business Officials Events</li> <li>• Facilities Manager Conferences</li> </ul> <p>At our industry events, KOMPAN will feature and/or distribute Sourcewell Supplier resources such as the Awarded Contract Flags, Awarded Contract Magnets, and Awarded Contract Stickers as well as the printed Sales Flyer and Reference Guide, which clearly state the Sourcewell advantage and provide guidance on how potential buyers can take part in the program.</p> <p>KOMPAN's participation at trade shows and events will be promoted through our websites, social media, email campaigns, and other channels available due to our network of partners, such as the National Recreation and Park Association and City Parks Alliance.</p> <p>KOMPAN's Marketing team will consistently promote our Sourcewell partnership through the following channels and any other outlets that are subsequently added to our Marketing Mix.</p> <ol style="list-style-type: none"> <li>1) KOMPAN's North America Website: ~11,000 users per month</li> <li>2) KOMPAN's social media channels: <ul style="list-style-type: none"> <li>a) LinkedIn: &gt;20,000 followers, &gt;14% engagement rate, and number one (1) in New Follower metrics compared to similar playground manufacturers</li> <li>b) Facebook: &gt;31,000 followers</li> <li>c) Instagram: &gt;3,000 followers</li> </ul> </li> <li>3) KOMPAN's Newsletter List: ~16,500 recipients</li> </ol> |

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|    | <p>KOMPAN will feature the Sourcewell logo on marketing materials indicating that we are a Sourcewell Supplier and include messaging about the program as appropriate.</p> <p>KOMPAN has several strategic partnerships that give our team access to additional channels of communication through which we can share thought leadership, product updates, and procurement guidance. As a Sourcewell supplier, we will include information about our partnership in as many channels as possible to get the word out about how Sourcewell can make procurement easier for our customers. Some of these strategic partnerships and outlets include:</p> <ol style="list-style-type: none"> <li>1) National Recreation and Parks Association (NRPA)             <ol style="list-style-type: none"> <li>a) Exhibit and brand awareness at NRPA Annual Conference</li> <li>b) Advertising in Parks &amp; Recreation publication</li> <li>c) Email Marketing to NRPA members (~60,000)</li> </ol> </li> <li>2) City Parks Alliance             <ol style="list-style-type: none"> <li>a) Exhibit and brand awareness at the Greater &amp; Greener 2026 event</li> <li>b) Inclusion in marketing and promotion in e-newsletters City Parks View and Greater &amp; Greener (~11,000)</li> </ol> </li> <li>3) NIRSA Leaders in Collegiate Recreation             <ol style="list-style-type: none"> <li>a) Exhibit and brand awareness at NIRSA National Conference</li> <li>b) Inclusion in marketing to NIRSA members (~4,500)</li> </ol> </li> </ol> |  |
| 38 | <p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>   | <p>KOMPAN's Marketing team utilizes both organic and paid social media as well as search engine marketing to effectively promote our solutions and offerings to our target audiences. We apply a mix of digital marketing tools and activities to our Marketing efforts, which includes the following:</p> <ol style="list-style-type: none"> <li>1) Search Engine Optimization: Optimization of keywords and content on our website to ensure top search engine placements</li> <li>2) Google and Bing Ads: Paid advertising on both Google and Bing to ensure users who search top keywords and competitors related to our solutions are driven to KOMPAN's website</li> <li>3) Organic Social Media: Consistent posting of engaging content that increases brand awareness and drives traffic to our website</li> <li>4) Paid Social Media: Paid advertising on LinkedIn, Instagram, Facebook and YouTube Our team's digital marketing mix has proven effective. We are in the top 10 of most related keyword searches on Google and have strong traffic acquisition from our various digital efforts. 44% of our website traffic is from organic search, 21% is from direct search, 14% is from paid search, 10% is from referral traffic, and the remainder is from social media, email marketing, and video. This high percentage of organic search traffic and the associated engagement rate of 51% indicates our SEO strategy is effectively bringing users to our site who are actively looking for the solutions we provide.</li> </ol> <p>As a Sourcewell supplier, the KOMPAN Digital Marketing team will work closely with Sourcewell to gather keywords that are related to Sourcewell's offerings and will incorporate those keywords into our website metadata and digital content. Our team will also add the Sourcewell name, logo, and website link to the KOMPAN website and within our digital marketing content as appropriate.</p> |
| 39 | <p>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>   | <p>KOMPAN has extensive experience co-creating opportunities for visibility to highlight the work of our sales professionals and the work of our strategic partnerships. Every KOMPAN project is unique, and our team works together to highlight each one in equally unique ways. Being a Sourcewell supplier will give us the opportunity to highlight the effectiveness and success of utilizing a cooperative purchasing agreement through Sourcewell in order to further promote the unique selling points of the partnership. While we are pleased to learn best practices from Sourcewell on the promotion of agreements arising from a Sourcewell-KOMPAN partnership, we would not expect Sourcewell to take on the bulk of the promotional efforts for Sourcewell-KOMPAN projects. Creating high-quality content that highlights our solutions and partners is a primary responsibility of the KOMPAN North America Marketing team. It not only bolsters our digital marketing efforts but also assists our sales teams in their sales process. Some examples of the content our team has created is provided in the Marketing Sample attachment provided.</p> <p>KOMPAN's Sourcewell Marketing Strategy will include the KOMPAN sales teams and incorporating it into our sales process will be vital to the success of the partnership. Our sales professionals will be trained on Sourcewell and what our partnership offers, and they will also be provided with resources and marketing materials to distribute at industry events, trade shows, Lunch &amp; Learns, and customer meetings. With over 80 sales professionals and additional agency solution partners spread across the nation, arming our sales teams with the knowledge and resources they need to effectively promote the Sourcewell-KOMPAN partnership is the key to success.</p>   |

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| 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. | KOMPAN does not have an e-commerce or e-procurement website where customers can electronically complete the procurement of our products and solutions, but we do have a process that is as easy as an online inquiry or phone call and enables Government and Education customers to order our solutions. In this process, an initial order is submitted via an inquiry submitted through our website, a direct phone call to our Business Development team (phone number can easily be found on our website, catalogs, and marketing materials), or, in some cases, a partner's online portal. Our Business Development team receives the order/inquiry, reviews it, clarifies any ambiguity, and submits the order to our Project Coordination team who processes the order. Due to the nuances of each project, we have found that it is very important for KOMPAN team members to work closely with our customers to fully identify and satisfy their needs. With over 50 years of experience, our process is well-proven and has led to many happy customers around the globe. |
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**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

| Line Item | Question   | Response *   |
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| 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. | KOMPAN is committed to supporting every project we undertake by providing comprehensive training and maintenance documentation. Our goal is to ensure that playgrounds and outdoor fitness spaces are used safely, maintained effectively, and enjoyed to their fullest potential for years to come. Our training and maintenance program is comprehensive and therefore is best suited to be shared through the Additional Documents section of this proposal.  |
| 42        | Describe any technological advances that your proposed Solutions offer.  | As a researched based organization, we are committed to innovation in all facets of our company that align with our mission to support happier and healthier communities. We have developed best in class manufacturing capabilities to significantly reduce our carbon footprint within process and products. Additionally, we have introduced automation in manufacturing and operations that bolster quality control and service experience. We are presently evaluating several AI platforms that will advance overall speed to market while enhancing our value chain for our customers. These ongoing investments in technology will also benefit our customers as we work to maintain an affordable offering for all communities.   |
| 43        | Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.   | <p>Playgrounds should be as good for the environment as they are for the kids who play on them. With the eco-friendly products we design, KOMPAN leads the industry in sustainable play. We minimize our impact on the environment and maximize our impact in the world around us. We launched KOMPAN GreenLine in 2021, the first complete playground solution leveraging 95% post-consumer recycled materials. Both GreenLine and Robinia products from our Nature Play are in compliance with United States manufacturing provisions.</p> <p>"Born Green" signifies that our products are crafted from natural hardwoods like Robinia, a highly durable wood that requires no chemical preservatives. Sourced from responsibly managed forestry, Robinia is cultivated specifically for harvesting, with careful control over planting and felling to ensure sustainability. This results in exceptionally durable playgrounds made from nature's own materials. Additionally, Robinia products are available with FSC® certification (C004450), promoting responsible tree harvesting, preventing deforestation, and supporting fair wages and training for forestry workers. Our</p> <p>KOMPAN has mapped and reduced our operational carbon footprint primarily by manufacturing with recycled materials:</p> <ul style="list-style-type: none"> <li>-TexMade – our playground posts are made from 95% post-consumer recycled textile and plastic waste</li> <li>-FlexoTop Surfacing – made of 20% Sneakergrind 80% post-industrial recycled EPDM</li> <li>-Extruded Alumnuminum – parts and fittings are made using low-carbon processes.</li> <li>-Robinia ("Born Green") – made of Robinia wood from sustainable forestry that develops so much oil when growing that it is self-sustaining and very long-lasting in comparison to other species (see below for more on Robinia)</li> <li>-Ocean Recycled Waste – materials like our dark teal structure panels and BLOXQ climbing panels are made from 95% ocean waste. Components for our Supernova, Spinner Bowl and Carousels use 25% post-consumer ocean recycled waste.</li> </ul> <p>Our extensive initiatives to reduce carbon emissions and design greener playgrounds earned KOMPAN the Environment Award at the 2024 EY Sustainability Awards.</p> |

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| 44 | <p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p> | <p>As mentioned above, our Robinia products have a FSC® certification (C004450). In addition, our Sustainability data is third party validated by Bureau Veritas, which is acknowledged in all our LEED-rated projects (Leadership in Energy and Environmental Design).</p> <p>Bureau Veritas also certifies all our organization's ISO standards:</p> <ul style="list-style-type: none"> <li>-ISO 9001:2015 Quality management system (QMS),</li> <li>-ISO 14001:2015 Environmental management system (EMS),</li> <li>-ISO 45001:2018 Occupational health and safety management system (OH&amp;SMS),</li> <li>-ISO 50001:2018 Energy management system (EnMS).</li> </ul> <p>In particular, our internal environmental efforts include:</p> <ul style="list-style-type: none"> <li>-constantly improving our environmental profile and trying to prevent negative environmental impacts</li> <li>-building a framework for identifying, monitoring and complying with the various environmental requirements</li> <li>-creating a more effective use of resources and reduction of waste.</li> </ul>   |
| 45 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>  | <p><b>Research-Based Play &amp; Fitness Solutions</b><br/>KOMPAN delivers innovative, research-driven play and fitness solutions designed to promote physical, cognitive, and social development for people of all ages and abilities. Our products are informed by extensive studies in health, learning, and human behavior to ensure every design provides measurable impact and engagement.</p> <p><b>Portfolio Depth – High Play and Fitness Value</b><br/>Our comprehensive portfolio offers unmatched variety and play value, from dynamic playground systems to outdoor fitness equipment. Each solution is developed to maximize user experience, encourage activity, and deliver lasting community benefit.</p> <p><b>Meaningful Material Difference</b><br/>We use high-quality, purpose-driven materials that enhance durability, safety, and aesthetics. This commitment ensures our equipment performs reliably in all environments while maintaining visual appeal and long-term value.</p> <p><b>Sustainability – Born Green &amp; Made Green</b><br/>Sustainability is embedded in our DNA. Our Robinia line is “Born Green,” using naturally renewable hardwood, while our GreenLine products are “Made Green,” manufactured from post-consumer recycled materials -- supporting a circular, environmentally responsible production cycle.</p> <p><b>Consultation &amp; Design</b><br/>From concept to completion, our expert consultants and designers work collaboratively with clients to bring visionary, site-specific solutions to life. Every project is tailored to reflect community goals, site conditions, and budget parameters.</p> <p><b>Best-in-Class Warranties</b><br/>Our industry-leading warranties reflect our confidence in product quality and long-term performance, offering customers exceptional peace of mind.</p> <p><b>National Distribution &amp; Turn-Key Capacity</b><br/>With nationwide distribution and full turn-key capability -- including design, supply, installation, and maintenance -- KOMPAN provides a seamless, single-source experience from planning through project delivery.</p> |
| 46 | <p>Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered.</p>   | <p>KOMPAN offers one of the most comprehensive warranty programs in the industry, providing long-term assurance and confidence in the durability of our products. Our Lifetime Warranty covers hot-dip galvanized steel parts, stainless steel components, and EcoCore or other high-density polyethylene (HDPE) materials. KOMPAN's Lifetime Warranty remains valid for the lifetime of the product until it is uninstalled and/or removed from use. All warranty provisions are subject to KOMPAN's General Terms &amp; Delivery Conditions, which supplement the warranty coverage described above.</p> <p>A 15-year warranty applies to high-pressure laminate (HPL) and aluminum components, while a 10-year warranty covers our Robinia and Pine wood components, painted surfaces on galvanized or aluminum parts, pre-galvanized posts with painted top layers, electro-galvanized metal parts, solid plastic parts, and wood-plastic composite materials.</p> <p>A 5-year warranty applies to resin-coated plywood parts, springs and ball bearing assemblies, graphic prints on transparent polycarbonate panels, concrete components, and Galaxy connection balls. Additionally, a 2-year warranty covers moveable plastic and metal parts, rubber membranes, screens and electronic components, as well as sunshades and sail solutions.</p> <p>You can find more details on warranty coverages (including installation, third-party products and exclusions) in the documents section of this proposal.</p>  |

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| 47 | <p>Describe how your products and/or services comply with all relevant accessibility requirements applicable in both the United States and Canada. Include details on how your organization ensures inclusivity and accommodates individuals with disabilities in the design, manufacture, installation, and support of your offerings.</p> | <p>KOMPAN's Universal Inclusive Play framework is integrated into all our equipment, ensuring activities are engaging and enjoyable for every child while meeting the Americans with Disabilities Act's Accessibility Guidelines for Play Areas. We collaborate with mobility advocates to design playgrounds and outdoor fitness spaces that inspire everyone to look beyond limitations and experience playful, active, and meaningful moments together. We call this inclusive design: people of differing abilities playing and exercising side by side, each discovering appropriate challenges, social interaction, and excitement.</p> <p>At their core, inclusive playgrounds go beyond basic accessibility. While wheelchair-friendly walkways, surfacing, ramps, and decks are essential for users with mobility challenges, true inclusivity ensures that all play equipment is not only accessible and comfortable but also stimulating, challenging, and fun for every user. Inclusive playgrounds achieve this by incorporating a diverse array of play elements throughout the space, giving children of all abilities the chance to connect through a universal language -- play.</p> <p>Explore our range of inclusive playground equipment, including spinning, sliding, climbing, themed, ground-level, and sensory-focused options. Some pieces can be used independently, while others are designed with caretakers in mind. Certain equipment supports children with sensory-processing or cognitive disabilities, promotes side-by-side social play, or allows children to withdraw when needed, ensuring every child can engage at their own pace.</p> <p>For more insights, please see our "Play For All" white paper in the Additional Documents section of this proposal.</p>   |
| 48 | <p>Identify any industry certification(s) that your business or the products included in your proposal have attained or received.</p>   | <p>As previously mentioned in Section 2A, KOMPAN, Inc. maintains accreditation with the following recognized organizations:</p> <ol style="list-style-type: none"> <li>1. International Play Equipment Manufacturers Association (IPEMA): including U.S. (ASTM F1478) U.S. and Canada (CSA-Z614) safety standards for playgrounds.</li> <li>2. Bureau Veritas: ISO 9001, ISO 14001 and ISO 18001 certified as previously mentioned</li> <li>3. Association of Play Industries (API): an organization whose members are experienced, professional play experts who design, install and maintain high-quality equipment.</li> <li>4. Safety Schemes in Procurement (SSIP), Contractors Health and Safety Assessment Scheme (CHAS), and Safety Management Advisory Services (SMAS) – Health and Safety Compliance</li> <li>5. Additional Certifications: Construction Skills Certification Scheme (CSCS), Site Management Safety Training Scheme (SMSTS), Site Supervisor Safety Training Scheme (SSSTS), and Institution of Occupational Safety and Health (IOSH) – Health and Safety Certification</li> <li>6. Certified Playground Safety Inspectors (CPSI): we proudly hold more than 23 individual certifications to support KOMPAN North America</li> </ol>   |
| 49 | <p>Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.</p>  | <p>KOMPAN produces over 5,000 products using premium materials and precise manufacturing processes designed to endure the harshest conditions and climates.</p> <p>Our 19mm EcoCore™ panels are highly durable and eco-friendly, fully recyclable after use, and feature a black core made from 95% recycled post-consumer food packaging waste. The new dark teal EcoCore™ panels, used in KOMPAN GreenLine products, are crafted entirely from post-consumer ocean waste. All decks are supported by uniquely designed low-carbon aluminum profiles offering multiple attachment options.</p> <p>The grey molded decks are made from 75% post-consumer ocean waste PP material and include a textured, non-skid surface for safety. Our ropes feature galvanized six-stranded steel wires with a steel core that resists wear. Each strand is tightly wrapped with PES yarn, which is melted onto the strand, making the ropes highly resistant to both wear and vandalism.</p> <p>All steel surfaces and frames are hot-dip galvanized inside and out with lead-free zinc, meeting global playground safety standards. This galvanization provides exceptional corrosion resistance for outdoor environments and requires minimal maintenance.</p> <p>Robinia wood is extremely strong and long-lasting, with a high natural oil content that makes it perfect for durable, low-maintenance playgrounds built to last for years.</p> <p>We also offer a variety of post materials to meet all specifications:</p> <ul style="list-style-type: none"> <li>-Impregnated pine wood with in-ground steel footing</li> <li>-Galvanized steel with powder-coated top finish</li> <li>-Color-anodized, lead-free aluminum made from low-carbon aluminum</li> <li>-TexMade™ posts, constructed from 95% post-consumer recycled textile and plastic waste</li> </ul> <p>Our product catalog provides high-level information on the items we offer. However, Sourcewell can access technical specifications for individual products on our website at <a href="http://www.kompan.com/en/us">www.kompan.com/en/us</a>.</p> |

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| 50 | Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility. | <p>KOMPAN places the highest priority on safety. Our comprehensive safety philosophy integrates both safe design and the use of safe, durable materials. By minimizing risks, we empower children and adults alike to fully explore the world of play and fitness with confidence. As a self-certifying company, KOMPAN ensures that all products meet rigorous quality standards. Our equipment is IPEMA certified, confirming compliance with current ASTM standards.</p> <p>Play value lies at the heart of everything we do. We understand that meaningful, high-quality play is vital to children's overall well-being and development. This belief inspired the establishment of the KOMPAN Play Institute -- our dedicated center for research and innovation. The Institute carefully studies the benefits of play and collaborates closely with our design teams to ensure every KOMPAN playground maximizes play value while supporting cognitive, social, and physical growth across all age groups. By testing prototypes directly with children, the Institute ensures our products not only meet developmental needs but also win the approval of their most important critic -- the children themselves. This process results in playgrounds that attract, engage, and inspire children to return for ongoing play and development.</p> <p>Our commitment to accessibility extends well beyond ADA compliance. Partnering with mobility advocates, we design playgrounds and outdoor fitness spaces that encourage people of all abilities to look beyond limitations and discover active, joyful, and shared experiences together. This is what we call inclusive design -- where individuals of differing abilities play and exercise side by side, each finding meaningful challenges, interaction, and excitement.</p> |
| 51 | Describe how your offering addresses the customer's desire to customize the offering.                             | <p>KOMPAN recognizes that every customer and project site has unique needs. To meet these varying requirements, we offer a wide range of product variants designed to suit different spaces and design objectives. In addition, our KOMPAN Design Studio specializes in developing fully customized solutions tailored to specific project visions. While these custom products cannot be predefined, a dedicated line item for custom equipment is included in our price list. Please refer to the price list for further details.</p>   |

**Table 5B: Value-Added Attributes**

| Line Item | Question  | Certification                      | Offered  | Comment  |
|-----------|---|------------------------------------|--|--|
| 52        | Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply. |                                    | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | <p>KOMPAN, as both a manufacturer and distributor, does not currently hold this specific license. However, our Installation Partner Group operates at the regional level to identify and engage qualified subcontractors who may possess the required certification. Through this collaborative approach, KOMPAN actively supports participating entities in meeting the goals and compliance requirements established for each project.</p> |
| 53        |   | Minority Business Enterprise (MBE) | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | <p>KOMPAN, as both a manufacturer and distributor, does not currently hold this specific license. However, our Installation Partner Group operates at the regional level to identify and engage qualified subcontractors who may possess the required certification. Through this collaborative approach, KOMPAN actively supports participating entities in meeting the goals and compliance requirements established for each project.</p> |
| 54        |   | Women Business Enterprise (WBE)    | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | <p>KOMPAN, as both a manufacturer and distributor, does not currently hold this specific license. However, our Installation Partner Group operates at the regional level to identify and engage qualified subcontractors who may possess the required certification. Through this collaborative approach, KOMPAN actively supports participating entities in meeting the goals and compliance requirements established for each project.</p> |

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| 55 |  | Disabled-Owned Business Enterprise (DOBE)       | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | KOMPAN, as both a manufacturer and distributor, does not currently hold this specific license. However, our Installation Partner Group operates at the regional level to identify and engage qualified subcontractors who may possess the required certification. Through this collaborative approach, KOMPAN actively supports participating entities in meeting the goals and compliance requirements established for each project. | * |
| 56 |  | Veteran-Owned Business Enterprise (VBE)         | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | KOMPAN, as both a manufacturer and distributor, does not currently hold this specific license. However, our Installation Partner Group operates at the regional level to identify and engage qualified subcontractors who may possess the required certification. Through this collaborative approach, KOMPAN actively supports participating entities in meeting the goals and compliance requirements established for each project. | * |
| 57 |  | Service-Disabled Veteran-Owned Business (SDVOB) | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | KOMPAN, as both a manufacturer and distributor, does not currently hold this specific license. However, our Installation Partner Group operates at the regional level to identify and engage qualified subcontractors who may possess the required certification. Through this collaborative approach, KOMPAN actively supports participating entities in meeting the goals and compliance requirements established for each project. | * |
| 58 |  | Small Business Enterprise (SBE)                 | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | KOMPAN, as both a manufacturer and distributor, does not currently hold this specific license. However, our Installation Partner Group operates at the regional level to identify and engage qualified subcontractors who may possess the required certification. Through this collaborative approach, KOMPAN actively supports participating entities in meeting the goals and compliance requirements established for each project. | * |
| 59 |  | Small Disadvantaged Business (SDB)              | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | KOMPAN, as both a manufacturer and distributor, does not currently hold this specific license. However, our Installation Partner Group operates at the regional level to identify and engage qualified subcontractors who may possess the required certification. Through this collaborative approach, KOMPAN actively supports participating entities in meeting the goals and compliance requirements established for each project. | * |
| 60 |  | Women-Owned Small Business (WOSB)               | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | KOMPAN, as both a manufacturer and distributor, does not currently hold this specific license. However, our Installation Partner Group operates at the regional level to identify and engage qualified subcontractors who may possess the required certification. Through this collaborative approach, KOMPAN actively supports participating entities in meeting the goals and compliance requirements established for each project. | * |

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

Provide detailed pricing information in the questions that follow below.

| Line Item | Question  | Response *  |   |
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| 61        | Describe your payment terms and accepted payment methods.   | Our standard payment terms are 50% deposit, 50% net 30 days. We accept check, ACH or credit card. Please note there is a credit card processing fee of 2% for any amount over \$10,000.00   | * |
| 62        | Describe any leasing or financing options available for use by educational or governmental entities.  | KOMPAN has access to leasing and financing programs and in the past our customers have utilized these programs if necessary.  | * |
| 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. | KOMPAN will provide a Sales Proposal, along with a General Assumptions list and Terms & Condition document to be signed by a Sourcewell member as a binding contract (an agency's contract may supersede our sales proposal if desired). KOMPAN will release our Sales Order upon signoff. An invoice will be generated for any deposits required along with a final invoice after completion of the project. | * |
| 64        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | We will accept P-cards for transactions under \$10,000.00, which is generally best used for spare parts procurement on existing KOMPAN equipment.   | * |

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| 65 | <p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>                              | <p>KOMPAN is pleased to provide a discount schedule by product category, based on the MSRP price list included in the Pricing Documents section of this proposal. Our price list details item numbers, product descriptions, and unit pricing (prior to discounts). KOMPAN's core portfolio also includes key product information such as current lead times, mounting options, weight, and safety compliance data. In addition, supporting products within the Category 4 scope are included in the provided price list.</p> <p>Due to variations in local, state, and federal regulations, fixed labor rates cannot be established. However, all service pricing will align with the applicable discount schedule.</p> <p>Custom products will always be available to Sourcewell's participating entities. These specific products designed to meet the needs of a particular project or specification may be available upon request. Due to the variety of product customization available, these items may not be readily identifiable on contract price schedules at the time of order. Kompan Inc. will extend the minimum Kompan equipment discount to any custom items created. These items will also become eligible for any additional tiered discounts. Custom Kompan items, will begin or include a notation on proposals and invoices with the word "custom" + a specific code unique to that item.</p> <p>Please note that KOMPAN does not publish our price lists and therefore are considered confidential. While we strive for complete transparency with Sourcewell and its participating entities, we respectfully request that our price lists not be shared publicly. Should this proposal be made publicly accessible, KOMPAN can provide a redacted version upon request. Listed pricing does not include freight charges.</p> |
| 66 | <p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>  | <p>KOMPAN is offering a nine (9) percent discount on playground and outdoor fitness equipment, and all surfacing materials. In addition, we are offering a four (4) percent discount on site amenities, shades, accessories and services (e.g. installation).</p>   |
| 67 | <p>Describe any quantity or volume discounts or rebate programs that you offer.</p>  | <p>In addition to the set discount schedule above, there will be a two (2) percent volume discount on KOMPAN equipment only for prices equal or greater than \$100,000 and less than \$200,000.</p> <p>There will be a five (5) percent volume discount on KOMPAN equipment only for prices equal or greater than \$200,000 and less than \$500,000.</p> <p>There will be a ten (10) percent volume discount on KOMPAN equipment only for prices equal or greater than \$500,000.</p>   |
| 68 | <p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>   | <p>KOMPAN is committed to producing equipment in-house to meet our customers' specifications. When it is in the customer's best interest, we may also source materials externally to ensure their needs are met. Our field representatives work closely with our central office to identify requirements, while our procurement team ensures transparent, cost-effective pricing. Additionally, our Installation Partner Managers continuously seek qualified subcontractors to deliver competitive rates and value to our customers.</p>   |
| 69 | <p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p> | <p>Unless explicitly stated on a KOMPAN sales proposal, the following pricing is excluded:</p> <p>Taxes</p> <p>Stamped engineering fees</p> <p>Site access restrictions and obstructions</p> <p>Drainage</p> <p>Sitework</p> <p>Third party inspections</p> <p>Landscaping</p> <p>Security</p> <p>Storage</p> <p>Additional fencing</p> <p>Onsite disposal</p> <p>Relocation</p>  |
| 70 | <p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>  | <p>Kompan North America charges freight for all orders shipping within the United States, Canada, and their neighboring locations. This freight charge is calculated based on order size, final destination, and cost of initial freight from our manufacturing plants. This freight charge includes full delivery to the final destination and logistic support from our team in Austin, TX throughout the entire shipping process.</p>  |

|    |   |  |
|----|---|--|
| 71 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping terms for Hawaii, Alaska, and Canada follow the same terms for all of the United States as it falls under Kompan NA.  |
| 72 | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | In the event that expedited shipping is required, KOMPAN will coordinate with designated air carriers to ensure timely delivery as requested by the customer. However, with an on-time delivery performance consistently exceeding 99%, our existing logistics network continues to operate with exceptional reliability--demonstrating that no modifications are necessary to maintain our high standards of service.   |
| 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.   | Our compliance auditing process follows a structured and methodical approach. By leveraging the integration of our Customer Relationship Management (CRM) and Enterprise Resource Planning (ERP) systems, KOMPAN is able to accurately identify Sourcewell participating entities and align them with the pricing framework established in this proposal. This ensures that all eligible members consistently receive the appropriate product offerings, contractual pricing, and applicable discounts in full compliance with Sourcewell requirements. In addition to ensuring accuracy, a dedicated Contract Administrator will be responsible for preparing and submitting quarterly reports to Sourcewell.<br><br>Because KOMPAN manages all orders internally, we maintain full control over pricing application, ensuring that every transaction reflects the correct and authorized discount. |
| 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.  | The Sourcewell agreement will be fully integrated into our internal systems, ensuring that all related transactions are automatically identified and properly tracked. Our advanced Business Intelligence tools enable detailed sales analysis, providing both standardized and ad hoc reporting capabilities to monitor performance over time and compare performance across regions.   |
| 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. | KOMPAN respectfully proposes a 1.5% administrative fee, calculated on the net sales amount each quarter. This rate is consistent with, and reflective of, our established agreements with other cooperative organizations.   |

**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. | KOMPAN is dedicated to providing discounts that meets or exceeds what is considered "standard" |

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

| Line Item | Question   | Response *  |
|-----------|--|---|
| 77        | Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.            | <p>Our proposal offers Sourcewell participating entities a full suite of high-quality playground, fitness, and site furnishing products -- backed by comprehensive design, installation, and customer support services.</p> <p><b>Play Equipment</b><br/>KOMPAN's playground portfolio includes both traditional and contemporary play structures designed to engage children of all ages and abilities. Our offerings include modular composite structures, themed play systems, freestanding components, and inclusive play equipment engineered to meet ADA and ASTM standards. Every design encourages physical, social, and cognitive development while ensuring safety and durability through premium materials such as hot-dip galvanized steel, aluminum, high-pressure laminate (HPL), and EcoCore™—our proprietary, sustainable HDPE material made from post-consumer recycled waste.</p> <p><b>Outdoor Fitness Equipment</b><br/>KOMPAN's award-winning outdoor fitness range provides communities with professional-grade strength, cardio, and functional training systems. Our product lines include outdoor fitness zones, cross-training rigs, obstacle courses, and low-carbon workout equipment designed for all ages and fitness levels. Each product is developed in collaboration with exercise physiologists to ensure biomechanical accuracy and measurable fitness outcomes.</p> <p><b>Site Furnishings and Park Accessories</b><br/>To complete public spaces, KOMPAN offers a variety of complementary site furnishings, including benches, tables, shade structures, bike racks, and trash receptacles. These elements are designed to harmonize with our play and fitness solutions, promoting comfort, usability, and aesthetic consistency in parks, schools, and community spaces.</p> <p><b>Design and Consultation Services</b><br/>KOMPAN provides in-house design support through our team of certified landscape architects, designers, and recreation planners. Using 3D visualization, CAD renderings, and layout optimization, we collaborate closely with clients to ensure every project aligns with site constraints, budgets, and community goals.</p> <p><b>Turnkey Project Delivery</b><br/>Our turnkey model encompasses design, manufacturing, delivery, installation, and inspection. KOMPAN Factory Certified Installers (KFCI) manage site preparation, assembly, and safety surfacing, ensuring full compliance with ASTM, CPSC, and ADA guidelines. Each project concludes with a detailed inspection and certification for safety and quality assurance.</p> <p><b>Maintenance and Customer Support</b><br/>Post-installation, our Customer Care and Service teams—based in Austin, Texas—provide ongoing support, including warranty service, replacement parts, and maintenance guidance. KOMPAN maintains a stock of key components for rapid shipment within 1–3 business days, ensuring minimal downtime for our customers.</p> |
| 78        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>Subcategories:</p> <ul style="list-style-type: none"> <li>-Playground equipment</li> <li>-Outdoor fitness equipment</li> <li>-Surfacing</li> <li>-Site amenities</li> <li>-Shades</li> <li>-Services (i.e. installation, repair and inspections)</li> </ul>  |

### 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<br><input checked="" type="radio"/> No | n/a   |
| 80        | <p>Category 2 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to:</p> <p>a) Benches, picnic tables, bike racks, waste receptacles;<br/>           b) Dog Park solutions;<br/>           c) Playground and aquatic surfacing and fall protection;<br/>           d) Shade coverings</p>  | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | n/a   |
| 81        | <p>Category 3 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to:</p> <p>a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as:<br/>           i. Cardio training;<br/>           ii. Strength, agility, and mobility training; and<br/>           iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.</p> | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | n/a   |
| 82        | <p>Category 4 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if they have Playgrounds AND one or more of b, c, or d, including but not limited to:</p> <p>a) Playgrounds<br/>           and at least one of the following:<br/>           b) Water Play or Aquatic Equipment (See Category 1, above);<br/>           c) Outdoor Site Amenities and Furnishings (See Category 2, above); and<br/>           d) Outdoor Fitness (See Category 3, above).</p>  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Playground equipment, outdoor site amenities and furnishings, and outdoor fitness equipment |
| 83        | Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.   | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | n/a   |

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

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

| Do you have exceptions or modifications to propose? | Acknowledgement *  |
|---|--|
|   | <input type="radio"/> Yes<br><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](#) - KOMPAN\_DiscountSchedule\_PriceList\_Sourcewell101625\_20251016.pdf - Thursday October 16, 2025 12:58:54
- [Financial Strength and Stability](#) - KOMPAN\_FinancialDetails\_Sourcewell101625\_20251016.pdf - Thursday October 16, 2025 13:38:36
- [Marketing Plan/Samples](#) - Sourcewell\_RFP\_101625\_KOMPAN\_Section\_4\_Marketing\_Plan.pdf - Thursday October 16, 2025 16:27:25
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - UPLOAD\_Standard\_Transaction\_Documents.zip - Thursday October 16, 2025 14:07:24
- Requested Exceptions (optional)
- [Upload Additional Document](#) - UPLOAD\_Additional\_Documents.zip - Thursday October 16, 2025 15:45:10

## 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. - John Cathey, Chief Financial Officer, KOMPAN, Inc.

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

Yes  No

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

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

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