



**RFP #101625  
REQUEST FOR PROPOSALS  
for**

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

**Proposal Due Date: October 16, 2025, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 16, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

Public Notice of RFP Published:	August 28, 2025
Pre-proposal Conference:	September 30, 2025, 10:00 a.m., Central Time
Question Submission Deadline:	October 8, 2025, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>October 16, 2025, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	October 16, 2025, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

The following entities are listed in this solicitation to satisfy the procurement requirements of Oregon, Utah, and Virginia [[Political Subdivision List - Oregon, Utah, and Virginia](#)].

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;

- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
  - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
  - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
  - Indigenous self-governing bodies;
  - Airport authorities;
  - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
  - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing

cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

### **C. INTERGOVERNMENTAL SUPPORT AGREEMENTS**

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcewell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcewell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcewell and may be subject to additional terms and conditions.

## **II. SOLICITATION DETAILS**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

### **B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES**

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services. This RFP is category based.

**Select only ONE of the Categories below to respond to, NOT multiple categories.**

#### **Category 1**

A proposer would respond here if their primary offering is Water Play or Aquatic Equipment, including but not limited to:

- 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;
- b) If offering solutions in Category 1. (a) above, may include complementary site amenities.

c) Services and Equipment related to the solutions described in Category 1 a-b above, including design-build services, site assessment, site preparation, installation, maintenance or repair, water management and warranty programs.

However, this solicitation should NOT be construed to include “service-only” solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.

### **Category 2**

A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to:

- a) Benches, picnic tables, bike racks, waste receptacles;
- b) Dog Park solutions;
- c) Playground and aquatic surfacing and fall protection;
- d) Shade coverings; and
- e) Services and equipment related to the solutions described in Category 2 a-d above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.

However, this solicitation should NOT be construed to include “service-only” solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.

### **Category 3**

A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to:

- a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as:
  - i. Cardio training;
  - ii. Strength, agility, and mobility training; and
  - iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.
- b) If offering solutions in Category 3. (a) above, may include complementary site amenities.
- c) Services and equipment related to the solutions described in Category 3 a-b above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include “service-only” solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.

#### **Category 4**

A proposer would respond here if they have Playground Equipment **AND** one or more of b, c, or d, including but not limited to:

##### **a) Playground Equipment**

and at least one of the following:

- b) Water Play or Aquatic Equipment (See Category 1, above);
- c) Outdoor Site Amenities and Furnishings (See Category 2, above); and
- d) Outdoor Fitness (See Category 3, above).

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

If a proposer submits responses in multiple categories, or in a category that does not fit best, Sourcewell reserves the right to reassign the submission to the category they believe best matches the proposer's products or services.

2. The primary focus of this solicitation is on Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services. This solicitation should NOT be construed to include a services-only solution.
3. This solicitation does not include the equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in master agreements currently maintained by Sourcewell, identified below:
  - a. Athletic Surfacing with Related Materials, Supplies, Installation, and Services (RFP #031022) except for those that are directly related to Category 2 or 4 above;
  - b. Turf and Track (RFP #031622) except for those that are directly related to Category 2 or 4 above;
  - c. Athletic and Physical Education Equipment with Related Supplies (RFP #050924);
  - d. Flooring Materials, with Related Supplies and Services (RFP #061323);
  - e. Open Air Structures with Related Equipment and Services (RFP #092325);
  - f. Fitness Equipment with Related Accessories and Services (RFP #052324); and
  - g. Event Seating and Staging Solutions with Related Accessories and Services (RFP #0815203) except for those that are directly related to Category 2 or 4 above.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

#### **C. REQUIREMENTS**

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. **Safety Requirements**. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. **Deviation from Industry Standard**. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. **New Equipment and Products**. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. **Delivered and operational**. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. **Warranty**. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### **D. PROSPECTIVE MASTER AGREEMENT TERM**

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell

retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

**E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE**

Based on past volume of similar master agreements, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 376 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

**F. MARKETING PLAN**

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

**G. ADDITIONAL CONSIDERATIONS**

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

**III. PRICING**

**A. REQUIREMENTS**

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or service. Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

#### **B. ADMINISTRATIVE FEES**

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

#### **IV. MASTER AGREEMENT**

Proposers awarded a master agreement will be required to execute a master agreement with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Master Agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous

exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's 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 "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement award may be revoked.

## **V. RFP PROCESS**

### **A. PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

#### **C. ADDENDA**

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

#### **D. PROPOSAL SUBMISSION**

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

#### **E. GENERAL PROPOSAL REQUIREMENTS**

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 150 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

#### **F. PROPOSAL WITHDRAWAL**

Prior to the proposal deadline, a proposer may withdraw its proposal.

#### **G. OPENING**

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

## VI. EVALUATION AND AWARD

### A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
  - a. A comprehensive selection of the requested equipment, products, or services;
  - b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
  - c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

### B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	75
Value Added Attributes	100
Depth and Breadth of Offered Solutions	225
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

### **C. PROTESTS OF AWARDS**

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

### **D. RIGHTS RESERVED**

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;

- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

#### **E. DISPOSITION OF PROPOSALS**

**All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Chapter 13, after negotiations are complete, including pricing and financial data. Sourcewell considers negotiations complete upon execution of a resulting master agreement.**

**Proposers are explicitly cautioned not to submit any data that they consider to be confidential, proprietary, or trade secret, as such data will not be treated as confidential and will be subject to public disclosure in accordance with Minnesota law.**



9/24/2025

Addendum No. 1

Solicitation Number: RFP 101625

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

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Are records available with historical quantities and types of site amenities ordered?

**Answer 1:**

Sourcewell does not have detailed historical information for what was ordered from our participating agencies. See RFP II E. Estimated Master Agreement Value and Usage.

**Question 2:**

If awarded, what is the process for onboarding a new supplier? Will items be added to a customer purchasing portal, or will customers access them directly through our website?

**Answer 2:**

An awarded supplier will meet with their Supplier Development Administrator after award for onboarding. The use of Buy Sourcewell will be discussed during this onboarding process. See Master Agreement Template.

**Question 3:**

Will transactions be processed through Sourcewell or directly with the supplier?

**Answer 3:**

Transactions are processed through the awarded supplier. See Master Agreement Template.

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End of Addendum

Acknowledgement of this Addendum to RFP 101625, posted to the Sourcewell Procurement Portal on 9/24/2025, is required at the time of proposal submittal.



10/01/2025

Addendum No. 2

Solicitation Number: RFP 101625

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

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

What is the process for adding new products, services, or pricing adjustments outside of the primary proposal submission, and how frequently are those reviews typically conducted?

**Answer 1:**

Refer to the Master Agreement, Article 2, 2, for additional details on the process for requesting a product or pricing change during the term of an awarded contract. A downloadable version of the Master Agreement is found on the "Bid Details" page within the Sourcewell Procurement Portal.

**Question 2:**

Regarding the calculation of the administrative fee, please confirm what is definitively included and excluded from the reported 'Total Contract Sales.' For instance, should we include items such as separately charged freight/delivery fees, installation, sales tax, non-contract items purchased on the same P.O. but outside the contract scope (i.e., 'open market' items), or any trade-in allowances?

**Answer 2:**

Refer to the Administrative Fees section of the RFP III. B. For directions on proposing an

administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business practices and industry.

**Question 3:**

To ensure all sales are reported in the correct period, does Sourcewell require us to base the reported quarter on the date the purchase was invoiced, the date the order was placed, or the date payment was received in full?

**Answer 3:**

Refer to the Sourcewell Master Agreement, Article 2: Sourcewell and Supplier Obligations, Sub-article 6) Reporting Requirements, for additional details on the process for quarterly sales reporting. A downloadable version of the Master Agreement is found on the Bid Details page for this solicitation within the Sourcewell Procurement Portal.

**Question 4:**

Can Sourcewell elaborate on the format and level of detail expected for the quarterly sales reports? Specifically, are we required to report sales by a specific geographic breakdown (e.g., state, county, or zip code), by end-user type (e.g., K-12, city, non-profit), and/or by a specific product category or SKU?

**Answer 4:**

Refer to the Sourcewell Master Agreement, Article 2: Sourcewell and Supplier Obligations, Sub-article 6) Reporting Requirements, for additional details on the process for quarterly sales reporting. A downloadable version of the Master Agreement is found on the Bid Details page for this solicitation within the Sourcewell Procurement Portal.

**Question 5:**

Given the proposed administrative fee range of 1-2%, can the supplier elect to propose a specific percentage within that range? If the entire range (1-2%) is acceptable, is a higher percentage viewed more favorably during the evaluation, or is the fee treated as a non-scored, mandatory component?

**Answer 5:**

It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and industry. Refer to RFP Section III. B. – Administrative Fees and Section 8. B. of the contract template for further information on administrative fees. The proposed Admin fees are not evaluated.

**Question 6:**

Question: Just for clarity, are we able to submit a bid on site amenities that excludes the installation service?

**Answer 6:**

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP II. B. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation, and each Proposal will be evaluated based on the criteria stated in the RFP.

A proposer is not required to offer all possible items or services described in the requested equipment, products, or services to be considered for an award. Proposals are evaluated based on the criteria as stated in the RFP.

**Question 7:**

Is shipping expected to be factored into the pricing? If so, is there a minimum orderable amount that will be provided?

**Answer 7:**

Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of the RFP. Proposers should clearly identify any costs that are not included in the proposed pricing of the equipment, products, or services. All costs must be clearly identified and described.

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End of Addendum

Acknowledgement of this Addendum to RFP 101625, posted to the Sourcewell Procurement Portal on 10/01/2025, is required at the time of proposal submittal.



10/03/2025

Addendum No. 3

Solicitation Number: RFP 101625

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

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Ref. Master Agreement Section 15(i) (Equal Employment Opportunity) – Will Sourcewell be updating this contract language to reflect changes ordered by the current administration? For example, Executive Order 11246 was revoked on Jan. 21, 2025 by President Trump.

**Answer 1:**

No, Sourcewell will not be revising the quoted language at this time. If so inclined, you may redline it in your submission.

**Question 2:**

Ref. Master Agreement Section 15(xiv) (No Obligation by Federal Government) – This contract language states that the U.S. federal government is not subject to any obligations or liabilities to the Supplier pursuant to the Sourcewell master agreement or for any purchase. Are we correct in assuming that the federal government is eligible to be a Participating Entity, and, if it is, then the Supplier should enter into a separate contract document to set forth the terms and conditions of that purchase?

**Answer 2:**

 Please refer to page 6 of the Frequently Asked Questions document.

**Question 3:**

Ref. Master Agreement - Are we correctly interpreting the Sourcewell master agreement template as it pertains to these points?

a. The Participating Entity may elect, at its option, to use the terms and conditions of the Sourcewell master agreement for its purchase, or it can elect to supersede the master agreement altogether by using a different contract or transaction document. (ref. Art. 1, #4)

b. If the Participating Entity elects to use the terms and conditions of the Sourcewell master agreement for its purchase, then that approach can be effectuated by simply including a "specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number" within Supplier's quote, the Participating Entity's PO, or other agreed upon transaction document. (ref. Art. 3, #5)

c. If the Participating Entity elects to use the terms and conditions of the Sourcewell master agreement for its purchase but either Supplier or Participating Entity wish to supplement to the master agreement's terms/conditions, then Supplier and Participating Entity can negotiate a participating addendum or similar supplemental contract document. (ref. Art. 3, #5 – 8)

**Answer 3:**

Please refer to pages 6-7 of the Frequently Asked Questions document.

**Question 4:**

Ref. Master Agreement - In Art. 1, #4 when you say 'Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience.' is 'use of this Agreement' defined as the Participating Entity can either choose to use Sourcewell for their purchase or they can use other means to make their purchase which does not include Sourcewell?

**Answer 4:**

Please refer to pages 6-7 of the Frequently Asked Questions document.

**Question 5:**

Ref. Master Agreement - In Art. 1, #4 when you say 'Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience.' is 'use of this Agreement' defined as the Participating Entity can

either choose to use Sourcewell for their purchase or they can use other means to make their purchase which does not include Sourcewell?

**Answer 5:**

Please refer to pages 6-7 of the Frequently Asked Questions document.

**Question 6:**

Ref. Master Agreement - Supplier's standard form agreements (including its participating addendum) may be offered as part of its Proposal. However, Supplier may update and modify those standard forms over time - for example, Supplier's participating addendum will be updated over time to reflect changes to Sourcewell's new master agreement template. (ref. Art. 3, #5 – 8)

**Answer 6:**

From the Master Agreement document, Article 3, Items 5-8:

- 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.

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End of Addendum

Acknowledgement of this Addendum to RFP 101625, posted to the Sourcewell Procurement Portal on 10/03/2025, is required at the time of proposal submittal.