

**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SofSurfaces, Inc., 4393 Discovery Line, Petrolia ON N0N1R0, Canada (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract 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 vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor 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 Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Contract or other insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 the Canadian 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 Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **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 or 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 Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

E. 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. 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. Vendor 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.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor 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.

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

L. 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.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

SofSurfaces, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 2/15/2021 | 10:35 PM CST

DocuSigned by:
Brennan Prins
By: C975A1B29A14472...
Brennan Prins
Title: Director
Date: 2/16/2021 | 5:49 AM PST

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 2/16/2021 | 7:50 AM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

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

Submission Details

Created On: Monday November 16, 2020 09:32:15
Submitted On: Tuesday January 05, 2021 12:39:03
Submitted By: Brad Goss
Email: gossb@sofsurfaces.com
Transaction #: 56213d69-f0cb-4122-b709-1de883747b6b
Submitter's IP Address: 72.38.189.98

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	SofSurfaces, Inc
2	Proposer Address:	4393 Discovery Line Petrolia, ON, N0N1R0 Canada
3	Proposer website address:	www.sofsurfaces.com
4	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 and, in the event of award, will be expected to execute the resulting contract):	Brennan Prins Director 4393 Discovery Line Petrolia, ON, N0N1R0 Canada b.prins@sofsurfaces.com 810-986-8141
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brad Goss Contract Specialist 4393 Discovery Line Petrolia, ON, N0N1R0 Canada gossb@sofsurfaces.com 519-882-8799 ext 212
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Victor Scarpelli Inside Sales 4393 Discovery Line Petrolia, ON, N0N1R0 Canada v.scarpelli@sofsurfaces.com 519-882-8799 ext 230

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>sofSURFACES, Inc® had modest beginnings as a small but committed regional supplier of poured-in-place (PIP) safety surfacing for use underneath children's playground structures in 1989. During our initial years our efforts were focused on perfecting the art of installing PIP materials. Within those early years, however, we came to a conclusion that dramatically changed the course of the company. At a time when the company was grappling with the limits of our PIP system, the inability to incorporate an engineered design into the product, and the high dependency placed on the skill of the installer, we also came to the realization that we were installing a product whose final quality was largely influenced by environmental conditions. Since we could not predict or control the weather, we recognized that we would never be able to predict or control the quality of safety performance of the final product.</p> <p>This conclusion forced us to recognize that our desire to lead the industry with high-quality, cutting-edge products was simply incompatible with a PIP system. In 1992 sofSURFACES began to develop what has since become the industry's premier safety surfacing system. Fueled by advancements in production and process technology, sofSURFACES carefully began to develop a state of the art manufacturing process. Consistent with our new direction came a commitment to creating a product with a strong functional design element.</p> <p>After 13 years and 4 design improvements the KROSLOCK® brand entered the market. Significant advancements in product engineering, the elimination of tile to tile separation, and the ability to create a system that is truly vandal resistant, were introduced through the KROSLOCK system and continue to be in high demand today. Having successfully met the demands of our customers by offering the vandal-proof KROSLOCK system, our attention was turned to another industry first; our hollow-core impact pedestal. Built into the underside of the tile product, this design breakthrough accomplished something the industry as a whole previously considered unattainable. By relying on the mechanical recoil action of the impact pedestal, the hollow-core technology acts very much like a series of independent shock absorbers. This design element eliminated the need to rely on a softer and less durable product to attain the necessary fall protection. The result was a product offering extreme durability on the top surface, coupled with exceptional safety performance, a leap which solidified sofSURFACES position as the industry leader in fall protection.</p> <p>With this new technology in place we were able to introduce the industry's first 10 Year Warranty covering durability and compliance with the ASTM F1292 standard for impact attenuation of playground surfaces. In order to be comfortable with such a bold statement we needed to assure that our tile system was capable of performing at a level far exceeding the minimum requirements of the F1292 Standard. With this in mind we began our crusade to altering the industry's view of just meeting the thresholds of the ASTM F1292 standard to exceeding it to offer a product that would be safe for the children that played on it in the future rather than just the current.</p> <p>After intensive Research and Development, sofSURFACES completed the development of a world class production system. Our fully automated manufacturing facility relies solely on HMI (Human Machine Interface) technology, with every single aspect of the process strictly controlled through advanced computerized monitoring. The resulting finished product offers extreme precision and consistency.</p> <p>With our past we have grown confidence in our product and process for the present and future. With that we now offer a Limited Lifetime Warranty on our product. Customers are searching for a product that is;</p> <ul style="list-style-type: none"> -maintenance free - aesthetically pleasing -will reduce risk of liability (by head injuries from falls to the surface) -cost effective for the lifetime of the product, backed by a long term warranty and produced by a company that is financially secure <p>With nearly thirty years experience, sofSURFACES can confidently confirm that we check every box.</p>
8	What are your company's expectations in the event of an award?	sofSURFACES became an awarded Sourcewell vendor in 2013. Each year our Sourcewell Sales have significantly increased and is a major tool for our Sales Staff. We look forward to continuing to educate eligible members and our sofSURFACES Team on the benefits of Sourcewell.
9	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.	Please see attached our Bank Reference Letter and Dunn and Bradstreet Report.
10	What is your US market share for the solutions that you are proposing?	Approximately 20% of the playground safety surfacing market is molded tiles and sofSURFACES is part of 50% of those sales (~\$12.5million annually and growing). So 50% of playground tile sales and 10% of all safety surfacing sales.

11	What is your Canadian market share for the solutions that you are proposing?	There is not specific industry data in our market in Canada but our Canadian Sales represent approximately 10% of the International Manufactured Resilient Rubber tile surfacing sales for sofSURFACES. The Canadian Market in this industry has been behind but in recent years, sales have started to grow, and so we have recently hired additional sales staff to work this market.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	sofSURFACES, Inc has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	sofSURFACES is the manufacturer of the product and we distribute in two different manners; we have a North American Dealer Network made up of 30 independently owned organizations with 1-25 sales people representing our product in their markets. We also have a Sales Team employed by sofSURFACES that proactively reach out to potential customers by phone, email, and knocking on doors, as well as an internal team reactively responding to email and phone inquiries. All proposals and sales are managed by our Internal Team so we can assure that the customer's best interest is being handled.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>IPEMA – International Playground Equipment Manufacturer’s Association In the interest of public safety, IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant’s certification of conformance to key industry standards as set out by the International Standards Organization.</p> <p>NRPA – National Recreation & Parks Association Is the leading non-profit organization dedicated to the advancement of public parks, recreation and conservation</p> <p>CPSI – Certified Playground Inspector Six members of our Team have received this Certification from the National Recreation and Park Association (NRPA). This allows us to audit playgrounds to confirm that they meet the Standards set forth by the American Society of Testing Materials (ASTM). Several of our Dealer Representatives have this Certification as well.</p> <p>ASTM International – American Society of Testing Materials We are a voting member.</p> <p>Floor Score – Certified by SGS Global Services Floor Score is a certification program established by the Resilient Floor Covering Institute (RFCI) for hard surface flooring and flooring adhesives products that meet strict indoor air quality (IAQ) requirements. Products bearing this icon meet the indoor air quality emissions criteria of LEED, CHPS, the Green Guide for health Care, and are recognized by a long list of healthy building programs.</p> <p>USGBC – US Green Building Council Member The US Green Building Council is the nation’s foremost coalition of leaders working to transform the way buildings and communities are designed, built, and operated, enabling an environmentally and socially responsible, healthy, and prosperous environment that improves quality of life.</p>	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	sofSURFACES has not been the subject of any suspensions or disbarments.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	There are not a lot of industry awards in our market. sofSURFACES is featured regularly in many key industry trade publications. With many of these, we also invest significant advertising dollars, and therefore we do not focus our efforts on industry awards.	*
17	What percentage of your sales are to the governmental sector in the past three years	35% of our duraSAFE sales would be sold to Government. (City and Counties)	*
18	What percentage of your sales are to the education sector in the past three years	55% of our duraSAFE sales would be sold to Education.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	sofSURFACES, Inc is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled sofSURFACES Cooperative Contract Sales 2018-20 for the past three years of sales volume.	*
20	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?	sofSURFACES, Inc has been an awarded vendor of a GSA Contract since 2010. Contract Number: GS-03F-0075V SIN - 339920PARK/RC - Park and Playground Equipment SIN - 339920S/RC - Sporting Goods Equipment and Supplies Please see the uploaded document titled SofSurfaces Cooperative Contract Sales 2018-20 for the past three years of sales volume.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Denver Public Schools Denver, CO	Jim Staples jim_staples@dpsk12.org	760-646-2833	*
City of Brampton Brampton, ON	Joe Ferreira joe.ferreira@brampton.ca	905-874-2956	*
Clark County Parks & Recreation Las Vegas, NV	Roland Wisdom roland.wisdom@clarkcountynv.gov	702-748-3281	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City Parks & Recreation	Government	Pennsylvania - PA	Material and Installation	Approximately \$35000/project	Approximately \$2m	*
City Parks & Recreation	Government	ON - Ontario	Material and Installation	Approximately \$55000/project	Approximately \$750k	*
K-12 Public Education	Education	Colorado - CO	Material and Installation	Approximately \$37000/project	Approximately \$1m	*
K-12 Public Education	Education	Washington - WA	Material and Installation	Approximately \$60000/project	Approximately \$1.5m	*
City Parks & Recreation	Government	Nevada - NV	Material and Installation	Approximately \$60000/project	Approximately \$1m	*

Table 6: Ability to Sell and Deliver Service

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 *
23	Sales force.	sofSURFACES has 8 Territory Sales Managers dispersed throughout Canada and the USA whose responsibility is to service and grow their territories. They work directly with the end users, support our Dealer Network, work closely with our Installation Crews and Internal Sales Team. Our Internal Sales Team assist the Sales Managers, Dealer Representatives as well as proactively seeking future sales and reactively handling all internal inquiries All Sales Activity is tracked using our customized SofSurfaces Sales Tool and our Customer Relationship Management System.
24	Dealer network or other distribution methods.	sofSURFACES has fined tuned our Dealer Network to where we feel we have the best representation of our product lines across North America. This Sales Force is approximately 100 members strong whom are all informed of the value of leading with our Sourcewell Contract when speaking to potential customers. All quotations and sales are managed by our Internal Sales Team and tracked using our customized sofSURFACES Sales Tool and our Customer Relationship Management System.
25	Service force.	sofSURFACES Installation Department manages 6 sofSURFACES employed Certified Crews that travel across North America installing full time and have several Trained and Certified sub-contracted Crews at our disposal.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	sofSURFACES thrive at being a solution-oriented company. We will guide the member through the initial stages of the process and advise them of how to purchase the best solution for their need. Often, this leads to our product but if we are not the answer the member still leaves with the knowledge of what we gave them and we will reference to another that can help (often within the Sourcewell Family of Vendors). Request for quotations are responded to within a few hours and we can produce, package and ship orders within one to two weeks. Our Logistics and Installation Managers communicate the expectations of their services and a follow up call from the Sales Rep is scheduled after all is complete to confirm the customer is happy with the purchase. If an issue occurs with our product at a later date we will discuss solutions to repair or replace and make a date for resolution. The whole process is seamless because we have the right people in the right chairs to guide the member through.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	sofSURFACES is authorized to sell products and provide services in all parts of North America and will fully serve all geographic areas through the proposed contract.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	sofSURFACES headquarters is located in Ontario, Canada. With a collection of Dealer Representatives, Certified Installation Crews and our internal Sales Staff we are able to fully service all of Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	sofSURFACES is authorized to sell products and provide services in all parts of North America and will fully serve all geographic areas through the proposed contract.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	The City of Pittsburgh insists on using their State Contract (Co-Stars 14) for all of their material purchases and their County Contract (Allegheny County) for all of their installation purchases. Numerous times our Sourcewell Contract Manager and myself have tried to flip them but they are unwilling. This is the only area that we do not lead with our Sourcewell Contract.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	sofSURFACES has used this contract in Hawaii and Alaska with success and the only differences is that we need to take a careful look at logistics and travel cost on a case by case basis, without restrictions.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	sofSURFACES frequently sends out email newsletters to all members within our dealer/distribution network. With a database of nearly 50,000 qualified leads throughout North America, this form of communication will prove to be effective in regularly communicating the benefits of procured purchasing to those who may not be familiar with it. We have recently enhanced our incumbent marketing material to include a new portfolio of premium color blends and finishing options. We have utilized this opportunity to also ensure that Sourcewell is prominently displayed on all duraSAFE® (duraSAFE Rubber Playground Tiles) literature. With the exception of 2020 (due to Covid-19), sofSURFACES heavily markets duraSAFE via trade shows, online video, summit-style conventions, Google AdWords, and print and digital advertising with key trade publications. All of these channels will continue serve as vital educational opportunities for qualified customers.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	sofSURFACES regularly provides updates about our recently completed projects, new product enhancements or features, installation and repair tips and techniques via youtube, facebook, instagram and our website (sofsurfaces.com). Our dealer/representatives are encouraged to do the same.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We believe Sourcewell's role in promoting contracts would be best served as more of an educational role about the many benefits working with a membership-driven government agency. We would anticipate that Sourcewell will promote sofSURFACES' products to their members through all available channels – both online and in print. sofSURFACES regularly showcases recently completed projects across various mediums. Any Sourcewell-awarded projects will included a disclaimer wherever these images appear in both digital and printed formats.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Every project is unique and product applications vary considerably with every order; therefore, our products are not currently available through an e-procurement system.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>In the initial discussions with any customer we invite them to an educational presentation (online) outlining:</p> <ul style="list-style-type: none"> - the options available for a suitable safety surface under a playground - the advantages and disadvantages of each surface - what they should look for and avoid when deciding on a surfacing solution - what options they have for purchasing <p>This is not mandatory but our customers have reacted well to this as it only takes a short time to present and any of our Sales Team can present for no cost.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Our Hollow Core Pedestal was one of our greatest achievements as it allowed us to rely on the mechanical recoil mechanism of the design rather than an inconsistent, loose compaction of the rubber. The results allowed us to create a firm, durable top surface that offered superior fall height protection that we can warrant for the life of the playground. Our new Edge Cut is a groove on the vertical edge of the tile that allows us to include 25% more adhesive to strengthen the tile to tile bond. And with conjunction of the KROSLOCK locking mechanism and our Compressed Installation we have separated duraSAFE from our competition. We have invested heavily into our production system creating a process that creates a product that looks, feels and performs consistently. Our Research and Development Department is constantly working on advancements to our product and process to create the ultimate product for our Customers.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>duraSAFE tiles contains up to 93% post-consumer recycled content with a minimum of 1.5 passenger car tires being utilized in the production of each tile. Over 1 million passenger tires will be diverted from North America's landfills from the production of our family of products each year.</p> <p>After our product has reached the end of its useful service life the product can be returned, reprocessed and reintegrated into new products.</p> <p>77% of our raw material supplies come from within 180 miles of our manufacturing site and we have taken great strides to assure our facility is energy efficient and safe for our workers and the environment.</p> <p>duraSAFE tiles meets the stringent criteria required to contribute towards points under 2 of the 6 LEED rating system categories including MR 4.1 and MR 4.2.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>At sofSURFACES, we are committed to operating our business in a manner that uses resources wisely, protects the quality of our environment, as well as the health and safety of our families and communities. As an industry leader in manufacturing recycled products, our products are made in a state-of-the-art facility where we strive to continually improve our quality, efficiency, and responsive resource management.</p> <p>We do this by collecting all of our production scrap and recouping it back into our system, so there is no waste. We have diverted approximately 1 million passenger tires each year from North America's landfills to be used in the manufacturing of our family of products. At the end of the tile's service life; the product can be returned to our facility, reprocessed and reintegrated into new products making it 100% sustainable. Many efficiencies have been implemented into our production facility to reduce emissions, heat and electricity all with consideration to our carbon footprint.</p> <p>This dedication to our future has aided our customers to be awarded with environmental grants across North America.</p> <p>duraSAFE is compatible with a variety of LEED requirements and can contribute to multiple LEED credits over various rating categories.</p>
40	Describe 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 of certification (as applicable) in the document upload section of your response.	<p>sofSURFACES is not a WMBE or SBE but we do have Territory Dealer Representatives that have accreditations as well as a few of our Certified Installation Crews.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Quite simply, our products are engineered to last. Our proprietary molding process allows the wear layer of our tiles to be molded at much higher compression and a significantly higher density than our competitor's products. The end result is an extremely durable product that can withstand the toughest weather conditions in any climate. In addition, our patented KROSLOCK tile-locking mechanism, combined with the variable thickness of our hollow core pedestal design truly sets this product apart from any other playground tile products or loose-fill systems.</p> <p>For these reasons and more, we are able to offer our customers our best-in-industry limited lifetime warranty – which includes fall height protection for the life of the product.</p> <p>Our entire team from sales and quoting through to installations, work collaboratively in order to maintain constant communication with the Customer.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	sofSURFACES has a Limited Lifetime Warranty on all of our products. We recommend that installation of the product occurs by a Trained and Certified Installer and if so we will warrant that the same as the product. Please see duraSAFE_ProductWarranty_Lifetime_Combo in the attached documents
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions or limitations that will affect our warranty coverage as outlined in the attached documents; duraSAFE_ProductWarranty_Lifetime_Combo
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	If sofSURFACES' certified installers are used in the initial installation than their work is also covered with the Limited Lifetime Warranty. If material only was purchased, we will work with the member to either offer guidance or repair or replace when we are in the vicinity.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	sofSURFACES is able to provide a Certified Installer for all warranty requirements. If our timing and winter weather conflict we will discuss if the end user has the means to correct with our guidance.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	sofSURFACES will cover warranty on any portions of the proposal that were deemed to be needing service regardless of original manufacturer.
47	What are your proposed exchange and return programs and policies?	sofSURFACES has two series of products; Plus, and Premium. Plus material can be returned with a 15% restocking fee. Premium Series is all custom made and cannot be returned but we will aid the member with a solution to help compensate.
48	Describe any service contract options for the items included in your proposal.	sofSURFACES does not have a service contract because our product does not need to be routinely serviced. The function of our product will perform for the lifetime of the playground as per our warranty.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	<p>sofSURFACES now offers financing options to our customers for projects that exceed \$10,000.00 (all currencies). For the customer's convenience, we offer three financing options:</p> <p>\$10,000.00 – \$24,999.00: 1 YEAR TERM</p> <p>\$25,000.00 – \$36,000.00: 1 or 2 YEAR TERM</p> <p>\$36,000.00 + : CHOICE OF 1, 2 or 3 YEAR TERM</p> <p>All freight and applicable taxes are due prior to shipping. All terms require a down payment of 15%.</p> <p>Final rates subject to OAC (on approved credit).</p>	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>sofSURFACES' internal Sales Team are a part of all quotations and the final sale, and will assist with the complete process. Since our last Sourcewell contract was awarded, we have integrated a tool in our sales program to tag each Sourcewell project at the initial stages so that it is easily recognized in our volume of sales. Regardless of whether a sale is sold direct to the Sourcewell Member from sofSURFACES or if a member of our Dealer Network represents our contract and product in a sale, sofSURFACES' internal Sales Team will facilitate the order and submit the administrative fee.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Card Procurement is not a payment option at this time but is being considered.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	sofSURFACES is offering line-item discounts of 10% off of the 2021 Product Price List for all our duraSAFE, duraTRAIN, duraSOUND, and duraSTRONG products. Based on the overall square footage (volume) there could be up to an additional 10%. All Accessories are at a fixed price and will not be discounted. This is our ceiling pricing that no sale will exceed. I have attached our 2021 Product Price List as well as our Sourcwell 2021 Product Price List. (US\$ and CDN\$)
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	sofSURFACES is offering 10% off of our MSRP with volume discounts available for up to another 10%.
55	Describe any quantity or volume discounts or rebate programs that you offer.	sofSURFACES will offer a quantity discount based on the overall square footage of the area. 0 - 499sqft - 0% 500-999sqft - 2.5% 1000-1999sqft - 5.0% 2000-3999sqft - 7.5% 4000 + sqft - 10.0%
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	sofSURFACES will work with the Sourcwell Member with the regard to pricing and delivery of any open market and /or non-standard options which would be desired. We would agree upon a desired outcome, and reflect this in the customer's proposal.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	sofSURFACES includes Installation, site preparation, removal with most of our proposals. This pricing is specific for each project and so a contractual price cannot be factored in. sofSURFACES has several options for Installation all over Canada and the USA and will select the crew that aligns the best with the purchaser to offer the most competitive pricing.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping will be an additional cost to the Sourcwell Member so we can price as aggressive as possible on their behalf. We need to review on a case by case basis because there are so many variables when it comes to us shipping product to our customers. There are variances with each individual tile, each order, and each location. Our Logistics Department is in constant discussions with several brokers and carriers. They will request quotes for each order to find the most competitive carrier for the member's needs. With over 1600 projects sold a year our Carriers offer us very competitive pricing.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	sofSURFACES has a history with shipping to Alaska and Hawaii and will assemble options that will best suit the Sourcwell Member. sofSURFACES headquarters is based in Canada and our Logistics Team has several sources to deliver material anywhere where needed.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Each member has different needs so we will cater our delivery to whatever is needed. We have options for lift gates, residential deliveries, flat beds, weekends, specific hours. We will address what is needed and price accordingly.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts Our Contract Specialist pulls quarterly Sourcewell sales reports from our Sales System and calculates the associated fee for that time period. When validation is completed a report is sent to our Controller and Accounts Payable Department. Both departments will review before dispersing payment. Invoice documents for all Sourcewell projects are available for review upon request
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	sofSURFACES proposes a 2% administration fee calculated as a percentage of the customer contact sales price.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

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

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
66	Playground equipment, site furnishings, site amenities, and accessories.	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
67	Water play and aquatic recreational structures and equipment.	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Playground surfacing and fall protection
69	Services related to the solutions above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Design Build, site assessment, site preparation, installation, maintenance/repair, warranty

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	sofSURFACES collects our analytical information with Tableau Software. This allows us to focus in on What/Why/When/Where and How each sale is groomed. It is here where we will see who is using our Sourcewell Contract to the fullest and how they can teach others to use it with success. We would expect our Sourcewell driven sales will continue to grow every year as it has for the past six years.
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	sofSURFACES is the leader in the playground surfacing industry and has been for many years. We can offer peace of mind for parents and guardians as our duraSAFE product is engineered to protect the children that play on it from critical head injury. From the initial stages our design team will work with the customer to select from our 9 different thicknesses of product to assure that we offer proper protection if a child were to fall from the play equipment regardless of height. We have an internal Standard that our products will exceed the thresholds of the Industry Standards by 60%. We manufacturer duraSAFE to do this for higher protection and a longer life. Our duraSAFE tile design relies on our advanced hollow core pedestals to offer our resiliency allowing for a firm, stable, consistent surface that allows for an inclusive playing surface for all abilities. We warrant duraSAFE for the lifetime of the playground.
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	With 6 standard colors and an infinite range of customizable Premium color blends, our design team can create a playful ground level canvas that sparks the imagination of the children and adds one more play feature that all can enjoy regardless of abilities.
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	<p>IPEMA – International Playground Equipment Manufacturer’s Association In the interest of public safety, IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant’s certification of conformance to key industry standards as set out by the International Standards Organization.</p> <p>NRPA – National Recreation & Parks Association Is the leading non-profit organization dedicated to the advancement of public parks, recreation and conservation</p> <p>CPSI – Certified Playground Inspector Six members of our Team have received this Certification from the National Recreation and Park Association (NRPA). This allows us to audit playgrounds to confirm that they meet the Standards set forth by the American Society of Testing Materials (ASTM). Several of our Dealer Representatives have this Certification as well.</p> <p>ASTM International – American Society of Testing Materials We are a voting member.</p> <p>Floor Score – Certified by SGS Global Services Floor Score is a certification program established by the Resilient Floor Covering Institute (RFCI) for hard surface flooring and flooring adhesives products that meet strict indoor air quality (IAQ) requirements. Products bearing this icon meet the indoor air quality emissions criteria of LEED, CHPS, the Green Guide for health Care, and are recognized by a long list of healthy building programs.</p> <p>USGBC – US Green Building Council Member The US Green Building Council is the nation’s foremost coalition of leaders working to transform the way buildings and communities are designed, built, and operated, enabling an environmentally and socially responsible, healthy, and prosperous environment that improves quality of life.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. 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>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. 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 the Canadian 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. - Brennan Prins, Director, SofSurfaces, Inc

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	<input checked="" type="checkbox"/>	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	<input checked="" type="checkbox"/>	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	<input checked="" type="checkbox"/>	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	<input checked="" type="checkbox"/>	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	<input checked="" type="checkbox"/>	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	<input checked="" type="checkbox"/>	2

**AMENDMENT #1
TO
CONTRACT #010521-SFS**

THIS AMENDMENT is by and between **Sourcewell** and **SofSurfaces, Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Playground and Water Play Equipment with Related Accessories and Services to Sourcewell and its Participating Entities, effective February 16, 2021, through February 17, 2025 (Original Agreement).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance, Subsection A. Requirements, Item 5. Professional/Technical Errors and Omissions of the Original Agreement is deleted in its entirety.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz C0FD2A139D06489...

Title: Director of Operations & Procurement/CPO

Date: 6/15/2021 | 9:33 AM CDT

SofSurfaces, Inc.

DocuSigned by:
By: Brennan Prius
Brennan Prius C975A1B29A14472...

Title: Director

Date: 6/15/2021 | 7:30 AM PDT

Sourcewell-APPROVED:

DocuSigned by:
By: Chad Coquette
Chad Coquette 7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 6/15/2021 | 9:34 AM CDT