

Tab 1 – Master Agreement General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
 - Provide both On-premise solutions as well as Cloud based solutions.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

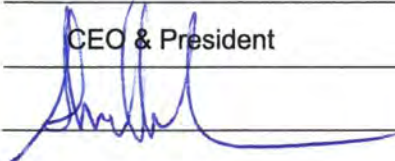
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Greenfields Outdoor Fitness, Inc.
Address	2617 West Woodland
City/State/Zip	Anaheim, CA
Telephone No.	888-315-9037
Fax No.	866
Email address	Sam@GreenfieldsFitness.com
Printed name	Samuel Mendelsohn
Position with company	CEO & President
Authorized signature	 11-11-2021

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 13, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and Greenfields Outdoor Fitness, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 13, 2021, referenced as Contract Number 10-07, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Playground Equipment, Outdoor Fitness Equipment, Site Furnishings, Surfacing and Related Products/Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public

Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:		Vendor:	<u>Greenfields Outdoor Fitness, Inc.</u>
Name:	<u>Matthew Mackel</u>	Name:	<u>Samuel Mendelsohn</u>
Title:	<u>Director, Business Development</u>	Title:	<u>CEO & President</u>
Address:	<u>PO Box 701273</u>	Address:	<u>2617 West Woodland Drive</u>
	<u>Houston, TX 77270</u>		<u>Anaheim, CA</u>
Signature:		Signature:	
Date:	<u>December 13, 2021</u>	Date:	<u>11-11-2021</u>

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority** **and Women**
Business Enterprise (MWBE) and (HUB) Participation

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business** NOT APPLICABLE
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Anaheim,
State of California

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

- A publically held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Manufacturer Direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input checked="" type="checkbox"/> Other: <u>Manufacturer and distributor</u> |

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Sabina Majdanics
Title: Finance and Contracts Manager
Company: Greenfields Outdoor Fitness, Inc.
Address: 2617 West Woodland
City: Anaheim State: CA Zip: 92801
Phone: 888-315-9037 x110 Email: Sabina@GreenfieldsFitness.com

▪ Purchase Orders

Contact Person: Sam Mendelsohn
Title: CEO & President
Company: Greenfields Outdoor Fitness, Inc.
Address: 2617 West Woodland
City: Anaheim State: CA Zip: 92801
Phone: 888-315-9037 x103 Email: Orders@GreenfieldsFitness.com

▪ Sales and Marketing

Contact Person: Allison Abel
Title: Director of Marketing
Company: Greenfields Outdoor Fitness, Inc.
Address: 2617 West Woodland
City: Anaheim State: CA Zip: 92801
Phone: 888-315-9037 Email: Allison@GreenfieldsFitness.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 Yes No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.

Greenfields Outdoor Fitness, Inc.

- ◆ Brief history of your company, including the year it was established.

Greenfields Outdoor Fitness, Inc. is a designer, manufacturer and distributor of outdoor fitness equipment offering the widest selection of units and apparatuses currently on the market. Established in 2007 and based in Orange County, California, Greenfields has been pursuing its goal of fighting obesity and improving community wellness by installing outdoor fitness zones that are free for public use.

Since our inception, Greenfields' equipment brand has been enthusiastically embraced by communities across North America for its high quality, multigenerational appeal, focus on inclusion, and multifunctional features. We are proud of having developed partnerships over the past decade with national non-profit organizations and healthcare providers, and we have seen great success helping build healthy communities, bringing free exercise to low-income neighborhoods and helping fight the national obesity epidemic.

We strive to serve our customers who are of utmost importance to us and continue to develop and expand our different categories of outdoor fitness equipment, including:

- Resistance-Free Systems – part of Greenfields' time-tested Legacy Series, designed for low impact and mobility
- Body-weighted Leverage Systems – also part of Greenfields' time-tested Legacy Series, designed for low impact exercises employing a portion of the user's own body mass.
- Wheelchair Accessible Systems – part of Greenfields' patented Signature Accessible(TM) design (U.S. Patent 9,079,069) accommodating those in wheelchairs
- Wheelchair Accessible Systems with Adjustable Resistance – part of Greenfields' patented Signature Accessible(TM) design (U.S. Patent 11,130,031 B1) accommodating those in wheelchairs
- Adjustable Resistance Systems – designed to bring indoor gym circuit training into the outdoors, these 20 different units allow users to adjust the level of resistance of their workouts. This line includes 3 units for those in wheelchairs.
- Functional Fitness Rigs – taking inspiration from the CrossFit movement, Greenfields offers customizable Functional Fitness Rigs to fit the available space and community needs
- Xtreme Ninja Course – unique, advanced designs taking after the American Ninja Warrior Games
- Military Fitness Systems – customized, unique designs to support all branches of our Armed Forces (may not be suited to public spaces)

- Greenfields predesigned packages - simplifying the ordering process even further, these packages are tested and proven combinations of our equipment designed and already installed at multiple locations nationwide

Greenfields' installations worldwide are a testament to the equipment's rugged construction, as they have stood up to years of use in socially and economically disadvantaged inner-city neighborhoods as well as every conceivable climate.

By continually breaking new ground in the outdoor fitness industry, we constantly refine and add to our extensive product line. We remain true and dedicated to fulfilling our mission to "Promote Wellness & Fight Obesity One Community at a Time."

Please see below for our short introduction video:

<https://gfoutdoorfitness.com/intro-video/>

- ◆ Company's Dun & Bradstreet (D&B) number.

Greenfields Dun & Bradstreet number: 059969721

- ◆ Company's organizational chart of those individuals that would be involved in the contract.

Sam Mendelsohn, President/ CEO

Email: Sam@greenfieldsfitness.com

Office: 888-315-9037 x103

Direct : 949-243-7023

Sabina Majdanics, Finance & Contracts Manager

Email: Sabina@greenfieldsfitness.com

Office: 888-315-9037 x110

Direct: 949-535-1975

Allison Abel, Director of Marketing

Email: Allison@greenfieldsfitness.com

Office: 888-315-9037 x112

Direct: 949-861-5577

Andrew Minarik, Director of Technical Services

Email: Andrew@greenfieldsfitness.com

Office: 888-315-9037 x115

Direct: 949-613-5850

◆ Corporate office location.

Greenfields Outdoor Fitness, Inc.
2617 West Woodland Drive
Anaheim, CA 92801

➤ List the number of sales and services offices for states being bid in solicitation.

Greenfields' sales and service force covers all 50 states and all US territories and outlying areas. Our sales force has three main branches:

- in-house **inside** sales team based at our corporate HQ offices in California
- in-house **outside** sales team based at our corporate HQ offices in California, traveling to all over the continent
- independent dealer network consisting of 500+ manufacturer sales representatives who are authorized to re-sell our brand in North and Central America, representing Greenfields with offices in all 50 states

Our highly trained and experienced sales teams work relentlessly with our potential and existing customers. Our in-house inside sales team communicates with our key house accounts, reaches out to potential customers via phone, email and online portals and supports our outside sales team. Our outside sales team members frequently travel around the US & Canada to exhibit at trade shows (and during 2020, exhibit and present at virtual trade shows & conferences). At Greenfields, we believe in the personal touch as we highly value personal relationships with our customers. Prior to the 2020 pandemic, our sales team traveled on a regular basis to visit customers and make presentations in person. Even during 2020 pandemic to the extent allowed and recommended by CDC, we have continued to make presentations in person and via online remote portals such as Zoom. In addition, our sales team frequently holds educational seminars in person and remotely for our dealers and potential customers. During the unprecedented and challenging year 2020, our sales force quickly adjusted and has been able to reach many customers via Zoom and other remote online portals. With the ever-changing environment, now more so than ever, Greenfields continues to adjust the way our sales force works to ensure we utilize the latest technology in reaching our potential customers while maintaining our personal touch.

Greenfields works with many manufacturer reps in the parks & recreation industry, as well as reps within the indoor gym and assisted living industries. Greenfields' independent dealer network of 500+ sales representatives is working across the US, Canada, and Central America. We work closely with our dealer network to ensure they are always educated and up to speed on our product. Prior to 2020, we held frequent in-person educational seminars for our dealers, and in 2020, due to the COVID-19 pandemic, we quickly adjusted, holding educational and training sessions via Zoom or other online portals. We maintain close relationships with our dealers to support their efforts in representing Greenfields in the marketplace.

- List the names of key contacts at each with title, address, phone and e-mail address.

To protect Greenfields proprietary information, list of Greenfields' authorized representatives can be provided upon request. Customers can contact our HQ Sales Office directly to obtain a contact for an authorized representative in their area. Our HQ phones are answered by a live person from 8AM – 5PM PST Mon – Fri by our highly trained friendly staff ready to assist with all customer needs.

- ◆ Define your standard terms of payment.

Greenfields' terms are Net 30 for all public agencies

- ◆ Who is your competition in the marketplace?

The outdoor fitness business is a relatively new market. Our competition in the marketplace are mostly playground manufacturers and a few younger outdoor fitness manufacturers attempting to penetrate the market. The playground manufacturers, who may offer some version of outdoor fitness equipment mostly cater to the young, and for decades have specialized in playground equipment. Their presence in the marketplace started decades ago and they pose tough competition when it comes to getting budget allocation.

◆ What differentiates your company from competitors?

Greenfields Outdoor Fitness is a leading designer & manufacturer of outdoor fitness equipment.

The following have earned us the leadership role:

- Unparalleled breadth and depth of different outdoor fitness equipment
- Patented Protect designs
- Low maintenance
- Proven durability in all climates and socio-economic demographic areas
- Customization capabilities
- Unparalleled customer service

Since most of our competitors' specialization has been children's playground equipment, the variety and quality of adult outdoor fitness equipment may not be priority and top expertise for these manufacturers.

Greenfields has been specializing strictly in adult outdoor fitness equipment for almost two decades and has a proven record of developing and expanding our wide variety of apparatuses based on scientific research, extensive R&D and backed by thousands of satisfied customers across the continent and worldwide.

Our strong market presence, financial strength and stability as well as top of the line customer service has proven to sustain and grow our business even during the last two years of the unfortunate events of worldwide COVID-19 pandemic.

◆ Describe how your company will market this contract if awarded.

Greenfields advertises and markets its product via a variety of marketing platforms. The NCPA Contract Number & Logo will be promoted via all our marketing platforms, including Greenfields' homepage, to ensure our current & future customers are aware of our contract with NCPA and understand its benefits. We will further promote NCPA via our many marketing platforms listed below:

- Multiple industry-leading publications via print, email blasts and online profiles

Examples:

- ASLA Landscape Architecture Magazine
 - Campus Rec Magazine
 - CPRS Magazine
 - Landscape Architect and Specifier News
 - NRPA Parks & Recreation Magazine
 - Recreation Management
-
- Regular direct email blasts to our leads
 - Social media
 - Trade shows and other industry events

- Our main annual Source Book (catalog) distributed to all our dealers, as well as a variety of brochures specific to our specialty product lines (please see digital version below, also available in print)
- Greenfields' website – the NCPA logo will be placed in a prime location on our website's homepage, and we will develop a dedicated NCPA webpage to thoroughly explain all benefits of the Contract to our existing and potential customers
- Virtual and live educational sessions - we will include NCPA in our educational sessions for customers as well as our dealers

Please see below just a few samples of our extensive marketing materials and marketing efforts:

Brochures

- <https://gfoutdoorfitness.com/pdf/brochures/ActiveSeniors.pdf>
- <https://gfoutdoorfitness.com/pdf/brochures/CustomFitnessRigs.pdf>
- <https://gfoutdoorfitness.com/pdf/brochures/FitnessTrails.pdf>
- <https://gfoutdoorfitness.com/pdf/brochures/FunctionalFitness.pdf>
- <https://gfoutdoorfitness.com/pdf/brochures/GeneralCapabilitiesStatement.pdf>
- <https://gfoutdoorfitness.com/pdf/brochures/MilitaryBrochure.pdf>
- <https://gfoutdoorfitness.com/pdf/brochures/SchoolFitness.pdf>
- <https://gfoutdoorfitness.com/pdf/brochures/ShadeBrochure.pdf>
- <https://gfoutdoorfitness.com/pdf/brochures/SignatureAccessible.pdf>
- <https://gfoutdoorfitness.com/pdf/brochures/SIP-College.pdf>
- <https://gfoutdoorfitness.com/pdf/brochures/SIP-MiddleHighSchool.pdf>
- <https://gfoutdoorfitness.com/pdf/brochures/X-TremeNinja.pdf>
- <https://gfoutdoorfitness.com/pdf/brochures/Transformations.pdf>

Full Catalog <http://viewer.zmags.com/publication/8844a6aa#/8844a6aa/1>

Website greenfieldsfitness.com

Social Media Links

- LinkedIn: <https://www.linkedin.com/company/greenfieldsoutdoorfitness>
- Instagram: <https://www.instagram.com/greenfieldsfitness/>
- Facebook: <https://www.facebook.com/GreenfieldsOutdoorFitness/>
- Twitter: <https://twitter.com/greenfieldsfit>
- Pinterest: <https://www.pinterest.com/greenfieldsfit/> saved/
- Vimeo: <https://vimeo.com/greenfieldsfitness>

◆ Describe how you intend to introduce NCPA to your company.

We will hold companywide meetings including all sales staff as well as our independent dealer network to share the exciting news when NCPA contract is awarded to Greenfields! We will prepare and hand out educational materials to go along with our in-person and remote companywide training sessions. We will thoroughly explain the important role NCPA will play in Greenfields' ability to serve our customers even better by offering the use of NCPA contract.

◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Greenfields has an extensive online presence and offers full on-line catalog for customers to view and inquire about any products/ packages offered. Our customer friendly website offers wide variety of sample packages, featured projects, customer testimonials, and detailed description of our products along with many other interactive features. However, Greenfields is not a retailer, we take pride in treating each and every customer with the full personal attention they deserve, helping them in determining the right product selection per project and per order basis. Therefore, it is with our customers best interest in mind to not utilize e-commerce.

We strive to stay on top of any technological advances applicable to our industry that can improve our customers' experience with Greenfields' products and services. We implement the latest technology to streamline the ordering process, shipping, customer support, and project designs. Our R&D team continually researches and implements new and improved product designs and materials. We optimize our website to the latest standards.

◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Customer Support Center (CSC) consists of Customer Support and Field Service Force and is located at our HQ offices in Anaheim, CA. This center supports and services all 50 states and District of Columbia as well as all US territories and outlying areas.

Greenfields' Customer Support Center (CSC) provides support to customers and installers worldwide. Our highly experienced team delivers expert technical assistance to customers during installation and serves as the point of contact for maintenance personnel once the project is completed.

Our field service force consists of Greenfields-employed technicians and Customer Support Center team members. Our field service technicians are thoroughly trained in our specific industry and our Greenfields brand to be able to resolve any technical and/or maintenance issue that may arise.

Both our technicians and our Customer Support Center team receive many positive reviews and feedback from satisfied customers. We pride ourselves on the friendliness, professionalism, and speed in which we resolve all customer service needs.

Our customer support center responds to customer requests received via phone, email, our website, or fax. Our official customer support hours are 8am – 5pm, but our dedicated team works overtime on many occasions to make sure any customer needs are resolved ASAP. Phones are answered by a live person with little to no hold time during the hours of 8am – 5pm. Email, website or fax inquiries are responded to within minutes to an hour in most cases, and no later than 24 hours. Our dedicated and highly trained customer support team assists customers with solutions for all customer service requests. Replacement parts are shipped within 24 hours of receipt of order. Our field technicians are scheduled accordingly for service and/or repairs. We constantly monitor and review the customer service team's performance and procedures to ensure our customer service is at

the highest standard. Our commitment and effort is confirmed by satisfied customers who take time out of their busy days to send us notes of appreciation.

◆ Green Initiatives

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Greenfields is committed to constantly improving its green initiatives across variety of categories and operations:

Product:

- Equipment does not use electricity
- Being installed exclusively in outdoor environments, our gyms require no air conditioning, further reducing customers' carbon footprint
- No equipment lubrication necessary
- Minimal maintenance
- Molded product made of recycled components such as steel, HPDE, LLDPE, rubber grips.

Recycling in the manufacturing process:

- We recycle all scrap metal and other materials such as packaging, plastics, etc.

Green initiatives in the offices:

- Use of energy efficient light bulbs throughout our buildings
- Reducing printed materials and printing altogether, emphasizing our digital literature

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Not Applicable



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/06/2021

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hunter Insurance Services, Inc 9855 Prospect Ave Suite D Santee CA 92071		CONTACT NAME: Krista Zayac PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: krista@hunteronline.com															
INSURED Greenfields Outdoor Fitness Inc. 2617 W. Woodland Dr Anaheim CA 92801		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER B: AmGuard Insurance Company</td> <td>42390</td> </tr> <tr> <td>INSURER C: National Union Fire Insurance Company of Pittsburg</td> <td>19445</td> </tr> <tr> <td>INSURER D: Accredited Surety and Casualty Company, Inc.</td> <td>26379</td> </tr> <tr> <td>INSURER E: Scottsdale Indemnity Company</td> <td>15580</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Gemini Insurance Company	10833	INSURER B: AmGuard Insurance Company	42390	INSURER C: National Union Fire Insurance Company of Pittsburg	19445	INSURER D: Accredited Surety and Casualty Company, Inc.	26379	INSURER E: Scottsdale Indemnity Company	15580	INSURER F:	
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VCGP026610	5/23/2021	5/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			GRAU163481	11/27/2020	11/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EBU080691837	3/31/2021	5/23/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1ATCA160033122	5/23/2021	5/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Employment Practices Liability			EKS3380376	05/23/2021	05/23/2022	Aggregate \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named additional insured, per attached endorsement. Coverage is Primary and Non-Contributory.

CERTIFICATE HOLDER**CANCELLATION**

National Cooperative Purchasing Alliance PO Box 701273 Houston TX 77270	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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PRODUCER Hunter Insurance Services, Inc 9855 Prospect Ave Suite D Santee CA 92071		CONTACT NAME: Krista Zayac PHONE (A/C. No. Ext): E-MAIL ADDRESS: krista@hunteronline.com FAX (A/C. No):	
INSURED Greenfields Outdoor Fitness Inc. 2617 W. Woodland Dr Anaheim CA 92801		INSURER(S) AFFORDING COVERAGE INSURER A : INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

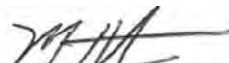
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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Errors & Omissions			HPL210219	04/06/2021	05/23/2022	Aggregate \$ 2,000,000

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Commercial Property			CCP976499	05/23/2021	05/23/2022	BPP \$ 1,000,000

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Policy Number: VCGP026610
Insured Name: Greenfields Outdoor Fitness Inc.
Number: 12

CG 20 11 12 19

Effective Date: 05/23/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule
Designation Of Premises (Part Leased To You): All locations for which you and the additional insured have agreed in writing in a contract prior to an occurrence that causes "bodily injury", "property damage" or "personal and advertising injury".
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization when you and such person or organization have agreed in writing in a contract, prior to an occurrence that causes "bodily injury", "property damage" or "personal and advertising injury", that such person or organization be added as an additional insured on your policy.
Additional Premium: \$ incl.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT- AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

APPLICATION OF ENDORSEMENT: (Enter below any limitations on the application of this endorsement.)

Schedule
Limitations on application of this endorsement: Automatic additional insured status does not apply to any person(s) or organization(s) from whom you lease crane or scaffolding equipment.

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for “bodily injury” or “property damage” caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However the insurance afforded to such additional insured:

1. Does not apply to the additional insured’s sole negligence;
2. Only applies to the extent permitted by law; and
3. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number: VCGP026610
Insured Name: Greenfields Outdoor Fitness Inc.
Number: 34

CG 20 18 12 19

Effective Date: 05/23/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – MORTGAGEE,
ASSIGNEE OR RECEIVER**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All premises for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

All other terms and conditions of this Policy remain unchanged.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Policy Number: VCGP026610
Insured Name: Greenfields Outdoor Fitness Inc.
Number: 35

CG 24 04 12 19

Effective Date: 05/23/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule
Name Of Person(s) Or Organization(s): Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

Policy Number: VCGP026610
Insured Name: Greenfields Outdoor Fitness Inc.
Number: 43

VE 09 73 04 20

Effective Date: 05/23/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy, but only if:

- (1) The additional insured is a Named Insured under such other Commercial General Liability insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other Commercial General Liability insurance available to the additional insured.

Coverage granted to an additional insured remains subject to all terms, conditions, limitations, and exclusions set forth in the endorsement form that conferred the additional insured status. In the event of conflict between this endorsement and an endorsement conferring additional insured status, then the endorsement conferring additional insured status shall govern the scope of coverage available to the additional insured.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This provision does not apply in regard to any ownership, maintenance or use of the additional insured's "autos."

Additional Insured When Required by Contract

(1) Paragraph **A.1. – WHO IS AN INSURED – of Section II – Liability Coverage** is amended to add:

- d. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that the insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If another person or organization is added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **A. Loss Conditions 2. – Duties In The Event Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS**, in the same manner as the Named Insured.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Greenfields Outdoor Fitness specializes in outdoor fitness equipment and related services and amenities.

Full Catalog <http://viewer.zmags.com/publication/8844a6aa#/8844a6aa/1>

- ◆ The following is a list of suggested (but not limited to) Playground Equipment, Outdoor Fitness Equipment, Site Furnishings, Surfacing and Related Products/Services requirements. The successful respondent(s) will provide consulting services that include, but are not limited to the following. Please respond to each bullet point individually.

- Playground Equipment - **NOT APPLICABLE**
 - Customized Systems
 - Complete Systems
 - Stand-alone activities
 - System Components
 - Replacement Parts
 - Related Services

- **Outdoor Fitness**

Greenfields' outdoor fitness equipment, related accessories and site amenities are designed for:

- Cardio training
- Strength, agility, and mobility training
- Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries

Greenfields product lines are divided into the following categories:

- Resistance-Free Systems – part of Greenfields' time-tested Legacy Series, designed for low impact and mobility
- Body-weighted Leverage Systems – also part of Greenfields' time-tested Legacy Series, designed for low impact exercises employing a portion of the user's own body mass.
- Wheelchair Accessible Systems – part of Greenfields' patented Signature Accessible(TM) design (U.S. Patent 9,079,069) accommodating those in wheelchairs
- Wheelchair Accessible Systems with Adjustable Resistance – part of Greenfields' patented Signature Accessible(TM) design (U.S. Patent 11,130,031 B1) accommodating those in wheelchairs

Tab 5 – Products and Services

- Adjustable Resistance Systems – designed to bring indoor gym circuit training into the outdoors, these 20 different units allow users to adjust the level of resistance of their workouts. This line includes 3 units for those in wheelchairs
- Functional Fitness Rigs – taking inspiration from the CrossFit movement, Greenfields offers customizable Functional Fitness Rigs to fit the available space and community needs
- Xtreme Ninja Course – unique, advanced designs taking after the American Ninja Warrior Games
- Military Fitness Systems – customized, unique designs to support all branches of our Armed Forces (may not be suited to public spaces)
- Greenfields' predesigned packages - simplifying the ordering process even further, these packages are combinations of our most popular equipment, proven to serve a wide user base, already installed at multiple locations nationwide

In addition to Greenfields brand product lines, we offer Shade canopies customized to each project and site amenities.

Along with the product, we offer the following services:

- Design and consultation
- CAD & 3D services
- Installation services – to provide customers with turnkey solutions
- Post installation technical services
- Customer support and replacement parts

Full Catalog <http://viewer.zmags.com/publication/8844a6aa#/8844a6aa/1>

▪ **Customized systems**

Functional Fitness Rigs – taking inspiration from the CrossFit movement, Greenfields offers customizable Functional Fitness Rigs to fit the available space and community needs.

<https://gfoutdoorfitness.com/pdf/brochures/CustomFitnessRigs.pdf>

Customization can be implemented for any order in a form of complimentary customized layout and design

▪ **Cardio equipment**

Greenfields offers multiple cardio units across our lines. List below.

Tab 5 – Products and Services

- Single Ski
- 2-Person Ski
- Single Airwalker
- 2-Person Airwalker
- Recumbent Bike
- Upright Bike
- Elliptical Cross Trainer
- Hand Cycle
- Seated -Hand Cycle
- Wheelchair -Cardio Stepper with adjustable resistance
- Battle Rope
- Plyometric Steps
- Rowing Machine
- Rower with adjustable resistance

- **Cross training systems**

Functional Fitness Rigs – taking inspiration from the CrossFit movement, Greenfields offers customizable Functional Fitness Rigs to fit the available space and community needs.

<https://gfoutdoorfitness.com/pdf/brochures/FunctionalFitness.pdf>

- **Obstacle courses or street training**

Greenfields offers customizable and/ or pre-designed obstacle courses.

<https://gfoutdoorfitness.com/obstacle-course>

Xtreme Ninja Course – unique, advanced designs taking after the American Ninja Warrior Games and street training

<https://gfoutdoorfitness.com/pdf/brochures/X-TremeNinja.pdf>

- **Circuit training**

Greenfields's multiple lines are perfect for circuit training. We can customize circuit training based on each project needs. Our Ultimate Outdoor Fitness Experience package below is one of many options.

<https://gfoutdoorfitness.com/ultimate-outdoor-fitness-experience-video/>

Variety of units from various lines including but not limited to are listed below:

Tab 5 – Products and Services

Professional Series

- Butterfly Press
- Leg Press
- Squat Press
- Ab Toner
- Inner Thigh Adductor
- Back Extension
- Sit-Up Bench
- Triceps Press
- Chest Press
- Shoulder Press
- Vertical Press
- Arm Curl
- Hip-Twist
- Rower
- Bench Press
- Leg Extension / Curl

Functional Fitness

- Parallel Pull-Ups
- Lat Pull-Ups
- Cannon Ball Pull Ups
- Rotating Pull-Ups
- Dips
- Leg Raises
- Knee Raises
- Parallel bars
- High-Ring
- Ring-Rows
- Ladders (3 types)
- Bulgarian Split Squats
- Wall Ball
- Swedish Vertical Ladder
- Swedish Curved Vertical Ladder
- Incline Ladder
- Kettle Bells

▪ **Accessible equipment**

Our patented (U.S. Patent 9,079,069) Signature Accessible™ line and our patented (U.S. Patent 11,130,031) Wheelchair Accessible Systems with Adjustable Resistance lines of exercise equipment by Greenfields Outdoor Fitness are the perfect way to create exercise opportunities for those with mobility impairments.

<https://gfoutdoorfitness.com/pdf/brochures/SignatureAccessible.pdf>

Tab 5 – Products and Services

Greenfields' Signature Accessible™ product line includes machines designed to both strengthen the upper body muscles used to propel manual wheelchairs, and also exercise the reverse muscles to help prevent injuries.

- Wheelchair Accessible Lat-Pull Down (fixed weight)
- Wheelchair Accessible Vertical Press (fixed weight)
- Wheelchair Accessible Chest Press (fixed weight)
- Wheelchair Accessible Butterfly (fixed weight)
- Wheelchair Accessible Reverse-fly (fixed weight)
- Wheelchair Accessible Hand-cycle
- Wheelchair Accessible Triceps Press (Adjustable Resistance)
- Wheelchair Accessible Vertical Press (Adjustable Resistance)
- Wheelchair Accessible Shoulder Press (Adjustable Resistance)
- Wheelchair Accessible Big Wheel Stretch

➤ Splash Pad - **NOT APPLICABLE**

- Classic Structures
- Artistic Structures
- Themed Structures
- Ground Sprays
- Multi-Play Structures
- Tots
- Slides
- Mechanical Systems and Components
- Mobile Splash Pads
- Surface Options
- Lighted LED Options

➤ Surface Materials - **NOT APPLICABLE**

➤ **Site Furnishings**

- **Benches** – not Greenfields' core product line, but can be provided as added value to turnkey projects
- **Picnic Tables** – not Greenfields' core product line, but can be provided as added value to turnkey projects
- **Planters** - not Greenfields' core product line, but can be provided as added value to turnkey projects
- **Related Site Furnishings** - not Greenfields' core product line, but can be provided as added value to turnkey projects

<https://gfoutdoorfitness.com/site-amenities/>

➤ **Services**

▪ **Installation**

Greenfields can provide installation upon customer's request to accommodate turnkey projects. In case customers use other installer, Greenfields provides detailed installation instructions to assist with a flawless installation.

See below:

<http://www.gfoutdoorfitness.com/surface-mount-installation.html>

<http://www.gfoutdoorfitness.com/in-ground-installation-at-community-day-school.html>

▪ **Design**

Greenfields provides complimentary design option for every project:

There are multiple stages to the design process:

1. Project assessment – we consider several factors
 - Available space and surrounding areas
 - Intended users
 - Budget
2. 2D Layout
 - A basis 2D layout shows the proposed design footprint of the gym
3. 3D Rendering
 - 3D rendering is provided to help visualize the end result. We superimpose the 3D graphics into photos for a realistic representations of the finished product.
4. Finished Gym

<https://gfoutdoorfitness.com/design-services/>

▪ **Layout**

Layouts are part of our design service and are provided to customers as complimentary service

▪ **Repair and or Maintenance**

Repairs are handled by our customer support center who responds to customer requests received via phone, email, our website, or fax. Our official customer support hours are 8am – 5pm, but our dedicated team works overtime on many occasions to make sure any customer needs are resolved ASAP. Phones are answered by a live person with little to no hold time during the hours of 8am – 5pm. Email, website or fax inquiries are

responded to within minutes to an hour in most cases, and no later than 24 hours. Our dedicated and highly trained customer support team assists customers with solutions for all customer service requests. Replacement parts are shipped within 24 hours of receipt of order. Our field technicians are scheduled accordingly for service and/or repairs. We constantly monitor and review the customer service team's performance and procedures to ensure our customer service is at the highest standard. Our commitment and effort is confirmed by satisfied customers who take time out of their busy days to send us notes of appreciation.

Maintenance: We provide detailed maintenance and operator/end user training program. Our maintenance training program takes the form of detailed a O&M Owner's Manual, which is provided complimentary with every project/order. Our field technicians, along with our customer support team, guide maintenance teams through equipment maintenance requirements. Our equipment is designed for outdoor use by unsupervised masses with very minimal maintenance requirements. This maintenance guidance and training is standard and complimentary. Operator training programs would refer to the use of our fitness equipment by the end user. This is done in form of instructional labels on each of our units, with detailed descriptions of suggested exercises. The instructional labels also feature QR codes which provide users the ability to view video demonstrations on their smartphones. We provide operator/end user guidance and training on our website and in our app. All of the operator/end user guidance is also complimentary

- **Removal**

Removal services are available and can be include upon customers request on per project basis

- **Disposable** - NOT APPLICABLE

- **Related Products**

- **Shade Structures**

Greenfields offers multiple shade options designed to fit each project's unique needs:

- **CoolNet™** fabrics that offer the high level of durability with all colors offering 90%+ U.V. Protection. All fabrics as standard meet NFPA and California Fire Marshal ratings as standard.
 - **Turn-N-Slide™** provided as standard (except on umbrellas) and provides the easiest and only patented canopy securing system in the industry.

- Single Point sail attachment providing the cleanest finish look and the easiest single point tensioning.
- Exclusive use of stainless-steel cables and hardware for increased corrosion-resistance
- 7-Step powder coat process as standard for increased corrosion-resistance. Others can offer as little as a two-step process
- Extensive warranties offering customers with the most comprehensive coverage.

<https://gfoutdoorfitness.com/site-amenities/>

- Skate Parks - NOT APPLICABLE

- **Maintenance**

We provide detailed maintenance and operator/end user training program. Our maintenance training program takes the form of detailed a O&M Owner's Manual, which is provided complimentary with every project/order. Our field technicians, along with our customer support team, guide maintenance teams through equipment maintenance requirements. Our equipment is designed for outdoor use by unsupervised masses with very minimal maintenance requirements. This maintenance guidance and training is standard and complimentary. Operator training programs would refer to the use of our fitness equipment by the end user. This is done in form of instructional labels on each of our units, with detailed descriptions of suggested exercises. The instructional labels also feature QR codes which provide users the ability to view video demonstrations on their smartphones. We provide operator/end user guidance and training on our website and in our app. All of the operator/end user guidance is also complimentary.

WARRANTY

- Limited 10-year warranty on main post and metal structure
- Limited 5-year warranty on moving parts and bearings
- Limited 5-year warranty on seats and backrests
- Limited 3-year warranty on hydraulic pistons
- Limited 2-year warranty on footrests, armrests, rubber parts, and chains
- Limited 1-year warranty on battle ropes, climbing ropes, and suspension trainers

All warranties cover failure due to natural deterioration or manufacturing defects and do not include any cosmetic issues or wear and tear from normal use. This warranty does not cover cosmetic items such as scratches, dents, marring, fading, discoloring, weathering, wear and tear, or normal level of rusting. Warranty is valid only if the equipment is installed and maintained in conformity with Greenfields' installation and maintenance procedures furnished by Greenfields Outdoor Fitness. Equipment should not be exposed to any irrigation, especially with reclaimed water, as this will void the warranty. Equipment must be installed on a surface with proper drainage and or slope to prevent water buildup around the base of the equipment. Equipment should not be installed in basins or in low-lying areas which result in equipment being submerged. Equipment should be installed in a timely fashion after delivery; however if the equipment must be stored for an extended period of time, crates should be stored in a dry, indoor environment.

OTHER PRODUCT INFORMATION

Greenfields will continue to develop its line of products and therefore reserves the right to change the design specifications without notice. The equipment is designed for use by individuals weighing up to 300 pounds. The equipment is NOT intended to be used by individuals younger than 14 years of age unless supervised by adults. Greenfields' units are designed to accommodate the majority of users age 14 and above; however, due to the nature of outdoor fitness equipment, units are regarded as "one size fits most, but not all."

CUSTOMER SUPPORT

Upon written notification (email or fax) to Greenfields of a product's failure to conform to any of the aforementioned warranties during the applicable warranty period, Greenfields shall correct such failure/nonconformity by repairing the defective part(s) or providing replacement part(s) within 60 calendar days of receipt of the notification. Greenfields shall ship the required replacement part(s) to the site free of charge, but will not be responsible for providing labor or the cost of labor for removing defective part(s) or installing replacement part(s). Greenfields will warranty the replacement part(s) for the remainder of the original warranty period. Furthermore, no representation, oral or written, of any individual may be substituted for this exclusive limited warranty. To the extent permitted by law, Greenfields shall not be liable for any direct, indirect, special, incidental or consequential damages, which are expressly excluded from the sale of its product. To make claims under the terms of this warranty, please contact Greenfields' Customer Support Center at CSC@GreenfieldsFitness.com. Please include photos or video.

INSTALLATION

Greenfields' equipment is constructed from heavy steel pipes and is subject to heavy forces and torques when in use as intended. Extra care must be taken to ensure that the equipment is securely installed so that it can be safely enjoyed for years to come. There are two methods of installation for the equipment:

- Surface mount installation with posts bolted to a reinforced concrete slab a minimum of 6"-8" thick (please refer to Installation Instructions & Video for detailed guidelines)
- Permanent in-ground installation in which the equipment post extensions are placed in concrete footings and use provided rebar pegs (please refer to Installation Instructions & Video for detailed guidelines)

Installers and project managers are encouraged to contact Greenfields' Customer Support Center with any questions before and/or after installation. Detailed installations instructions are available for all products and are included in the Operations & Maintenance (O&M) Owner's Manuals which are shipped with every order. Often the installation of Greenfields products is assigned to the lowest bidding contractor. The contractor may not have been in contact with Greenfields prior to the project or seen the detailed Installation Instructions. It is the responsibility of the project manager to ensure installing contractor is

provided with the most updated set of Greenfields' Installation Instructions & Installation Video to ensure the validity of the warranty. Should the project installer need a copy of the Installation Instructions, please contact Greenfields' Customer Support Center at 888-315-9037 x105 or by email at CSC@GreenfieldsFitness.com.

SAFETY STANDARDS

This adult outdoor fitness equipment is not intended for use by unsupervised individuals younger than 14 years of age. ASTM recently adopted ASTM F3101-15 Standard Specification for Unsupervised Public Use Outdoor Fitness Equipment. While playgrounds are subject to laws in various states requiring compliance with ASTM and/or Consumer Product Safety Commission (CPSC) guidelines, at time of this publication, and to the best knowledge of the author, there are no state laws requiring compliance with standards set forth by ASTM for outdoor fitness equipment (nor with CPSC guidelines, as none currently exist.) Play equipment can be certified to be in compliance with ASTM by the International Playground Equipment Manufacturers Association (IPEMA), and many agencies have a requirement that they only purchase equipment that is IPEMA certified. However, at this time, this is not possible with outdoor fitness equipment, as IPEMA does not currently certify compliance of outdoor fitness equipment. In addition, at this time there are no programs in place to train certified inspectors for outdoor fitness equipment. Without a state law that requires compliance, specifications are voluntary only. However, Greenfields Outdoor Fitness strives to comply with all of the voluntary specifications of ASTM F3101-15. Greenfields recommends adding a customized sign to each project to limit liability.

SURFACING MATERIALS

Over the years, Greenfields' product has been installed using the following types of surfacing: decomposed granite (aka DG or crushed granite), concrete, bonded rubber or poured-in-place surfacing, rubber tiles, asphalt, paver stones, and synthetic grass. Mulch, woodchips, beach sand, and sod have also been used but are not recommended with respect to wheelchair access. The type of surfacing used is ultimately the choice of the owner and their project manager. When it comes to Greenfields Functional Fitness Series, it is advised to use fall attenuating surfacing.

MAINTENANCE & EQUIPMENT UPKEEP

Greenfields Outdoor Fitness equipment is intended to be used by the unsupervised public in a variety of outdoor settings. Greenfields is extremely proud of the safe and durable design of its products, which are built to surpass their warranty under normal usage. Installations throughout the hemisphere prove this equipment's success in both hot and cold climates, as well as dry and humid conditions. While the units are designed to require, for the most part, little to no maintenance, Greenfields recognizes that heavy and constant usage will require a minimal level of maintenance which will be scheduled based on the specific nature of each project. Installation on an ocean front, or with a direct line of sight to the ocean, will expose the units to salt and will require additional maintenance which is not required at inland sites or in dry climates. Such installations will require a regular fresh water rinse to remove the salt from the units (do not use reclaimed water - exposing the equipment to reclaimed water will void warranty). Greenfields recommends periodic inspection by a maintenance team to ensure each and every apparatus functions as intended. Please refer to the Periodic Inspection Checklist provided with the O&M Owner's Manuals.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Since no community is the same, the Greenfields team takes the necessary time to customize and personalize our gym designs for each project! Our dedicated sales team and dealers take the time with every customer to assure we cater to their specific needs and customize each project, accounting for the demographics of end users, space, budget and any other considerations.

With the current pandemic, the nation has recognized the need for outdoor activities. With limited access to indoor gyms, the demand for outdoor fitness zones has increased exponentially. We are proud to provide unique and customized solutions with our outdoor fitness zones.

Regardless of the size of the project, Greenfields offers complimentary consultation, site layout and design.

We offer the largest selection of outdoor fitness equipment in North America, with over 150 components, including but not limited to:

- Patented Wheelchair Accessible line (U.S. Patent 9,079,069) – 10 different exercises
- Patented Bi-Directional Adjustable Resistance mechanism – 18 different exercises
- Customized functional fitness – Build Your Own Rig – 26 different components featuring countless exercises
- We introduce new designs and products every year. In 2020, we introduced our exciting new X-Treme Ninja Course
- Customized military fitness units

To accommodate every terrain, location, and geographic zone, we offer two installation methods for our equipment: In-Ground direct bury, and Surface Mount. These two options are reviewed and discussed with the customer to determine which option fits their needs the best.

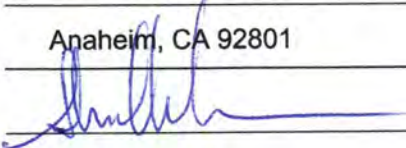
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Greenfields Outdoor Fitness, Inc.
Print Name	Samuel Mendelsohn, CEO & President
Address	2617 West Woodland Drive
City, State, Zip	Anaheim, CA 92801
Authorized signature	
Date	11-11-2021

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

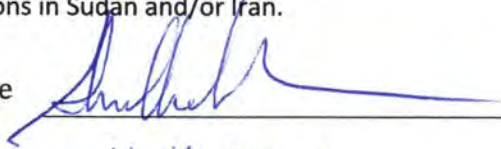
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

11-11-2021

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Greenfields Outdoor Fitness, Inc.
Address	2617 West Woodland
City/State/Zip	Anaheim, CA 92801
Telephone No.	888-315-9037
Fax No.	866-308-9719
Email address	Sam@greenfieldsfitness.com
Printed name	Samuel Mendelsohn
Position with company	CEO & President
Authorized signature	 11-11-2021

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) 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 CFR Part 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 CFR Part 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.

(E) 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 CFR Part 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §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 CFR Part 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>