

**TRANSMITTAL**

0150-11248-0000

TO  
The City Council

DATE  
3/11/19

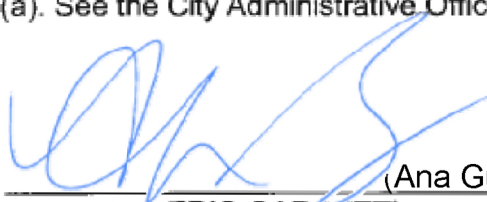
COUNCIL FILE NO.

FROM  
The Mayor

COUNCIL DISTRICT

**Agreement between the City of Los Angeles and Greenfields Outdoor Fitness, Inc.  
for as-needed purchase and installation of playground and outdoor  
fitness/exercise equipment and related products and services**

Approved and transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.



(Ana Guerrero) for

ERIC GARCETTI  
MAYOR

RHL:JSS:08190054t

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 03-06-19	C.D. No. All	CAO File No.: 0150-11248-0000				
Contracting Department/Bureau: Recreation and Parks		Contact: Gino Ogtong					
Reference: Transmittal from the Board of Recreation and Park Commissioners dated October 19, 2018; referred by the Mayor on October 24, 2018							
Purpose of Contract: As-needed purchase and installation of playground and outdoor fitness/exercise equipment and related products and services							
Type of Contract: (X) New contract ( ) Amendment		Contract Term Dates: From the date of execution of contract to August 20, 2022					
Contract/Amendment Amount: : Up to \$7,000,000 (per year)							
Proposed amount \$7,000,000 (per year) + Prior award \$ 0 = Total \$7,000,000 (per year)							
Source of funds: Including, but not limited to, Community Development Block Grant, future County Measure A, Proposition A, Proposition 1C, Proposition K, Quimby, and various grants							
Name of Contractor: Greenfields Outdoor Fitness, Inc. 2617 West Woodland Drive Anaheim, CA 92801							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose			X	8. Business Inclusion Program	X		
2. Appropriated funds are available			X	9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Slavery & Border Wall Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0%				14. California Iran Contracting Act of 2010	X		

**RECOMMENDATION**

That the City Council approve and authorize the President and Secretary of the Board of Recreation and Park Commissioners to execute the agreement with Greenfields Outdoor Fitness, Inc. for as-needed purchase and installation of playground and outdoor fitness/exercise equipment and related products and services for a period of approximately three-years and four-months with a maximum allowable compensation of \$7 million annually, subject to the approval of the City Attorney as to form.

**COMMENTS**

At its meeting of October 3, 2018, the Board of Recreation and Park Commissioners (Board) approved a proposed agreement with Greenfields Outdoor Fitness, Inc. (Contractor) for as-needed purchase and installation of playground and outdoor fitness/exercise equipment and related products and services for a period of approximately three-years and four-months. The annual contract ceiling amount is \$7 million, and the Contractor is not guaranteed a contract minimum or maximum.

Funding for the projects will be provided from various funding sources, including, but not limited to,

	
JSS Analyst 08190054	City Administrative Officer

Community Development Block Grant, future County Measure A, Proposition A, Proposition 1C, Proposition K, Quimby, and various grants.

The Department of Recreation and Parks (Department) has an on-going need for purchase and installation of playground and outdoor fitness/exercise equipment and related products and services. To address this need, the Department is proposing to "piggy-back" on a General Services Administration contract awarded to the Contractor through a competitive selection process.

According to the Department, the Contractor will provide a variety of design options for playground and outdoor fitness/exercise equipment and related products and services.

In accordance with Charter Section 1022, the Board has determined that the work can be performed more economically or feasibly by independent contractors than by City employees. The Department has indicated that it does not have in its employment personnel with the necessary expertise to complete the work.

In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed agreement is required because the term exceeds three years. To the best of our knowledge, the proposed Contractor has complied with all City contracting requirements. The proposed agreement is subject to approval by the City Attorney as to form.

#### **FISCAL IMPACT STATEMENT**

The proposed agreement will be funded on a project-by-project basis from various funding sources. The contract will be subject to the availability of funds. There is no additional impact to the General Fund. This recommendation complies with the City's Financial Policies in that one-time revenue will be used to fund one-time expenditures.

DEPARTMENT OF RECREATION  
AND PARKS

BOARD OF COMMISSIONERS

SYLVIA PATSAOURAS  
PRESIDENT

LYNN ALVAREZ  
VICE PRESIDENT

MELBA CULPEPPER  
PILAR DIAZ  
JOSEPH HALPER

IRIS L. DAVIS  
BOARD SECRETARY (213) 202-2640

CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI  
MAYOR

MICHAEL A. SHULL  
GENERAL MANAGER

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CHIEF OF STAFF

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ASSISTANT GENERAL MANAGER

VICKI ISRAEL  
ASSISTANT GENERAL MANAGER

SOPHIA PIÑA-CORTEZ  
ASSISTANT GENERAL MANAGER

(213) 202-2633 FAX (213) 202-2614

October 19, 2018

Honorable Eric Garcetti, Mayor  
City of Los Angeles  
Room 303, City Hall

Attention: Ms. Mandy Morales

Dear Mayor Garcetti:

Attached herewith is a proposed Agreement between the City of Los Angeles, Department of Recreation and Parks (RAP) and Greenfields Outdoor Fitness, Inc. (Greenfields) for the purchase and installation of playground and outdoor fitness/exercise equipment and related products and services on an as-needed basis not-to-exceed Seven Million Dollars (\$7,000,000.00) per year; the initial term of the proposed Contract being from the date of execution through the prorated remainder of the Contract No. GS03F086GA between Greenfields, and the United States General Services Administration, set to expire August 20, 2022.

Also attached is Board Report No. 18-207, which was adopted by the Board of Recreation and Park Commissioners at its Regular Meeting held on October 17, 2018. After your review and recommendation, the proposed Agreement will be submitted to the Board for final action.

If you have any questions with regard to the proposed Agreement, please contact Mr. Gino Ogtong, Management Analyst, Contracts Administration, at (213) 202-5675.

Very truly yours,

BOARD OF RECREATION AND  
PARK COMMISSIONERS

IRIS L. DAVIS  
Commission Executive Assistant II

Attachments

cc: Gino Ogtong, Management Analyst, Contracts Administration, Finance Division (w/out attachments)  
Matthew Rudnick, Chief Management Analyst, Finance Division (w/out attachments)



AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
GREENFIELDS OUTDOOR FITNESS, INC.  
FOR AS-NEEDED PURCHASE AND INSTALLATION OF PLAYGROUND & OUTDOOR  
FITNESS/EXERCISE EQUIPMENT AND RELATED PRODUCTS AND SERVICES

This Agreement ("Agreement" or "Contract") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Los Angeles, (herein referred to as "CITY") a municipal corporation, Department of Recreation and Parks (hereinafter referred to as "RAP"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD"), and Greenfields Outdoor Fitness, Inc. (Greenfields)(hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR shall be referred to hereinafter as the "Parties".

WHEREAS, the CONTRACTOR has been awarded a competitively bid contract through a Request for Proposal by the United States General Services Administration (GSA) to provide customized military line of products, which also includes Open Market Items allowing purchasers to acquire all items or services from Greenfields' product line offering of playground and outdoor fitness/exercise equipment and related products and services on an as-needed, non-exclusive basis pursuant to GSA Contract No. GS03F086GA (hereinafter referred to as "GSA CONTRACT") awarded on August 21, 2017 (attached hereto and incorporated herein by reference as Appendix A) and Contract Summary Document between GSA and CONTRACTOR ("GSA Contract Summary Document" attached hereto and incorporated herein as Appendix B); and

WHEREAS, the BOARD has determined, pursuant to Charter Section 371(e)(2), that the professional, scientific, expert, technical or other special services to be provided by CONTRACTOR are of a temporary and occasional character for which competitive bidding is not practicable or advantageous; and

WHEREAS, the BOARD has determined, pursuant to Charter Section 371(e)(8), that the CITY may utilize the GSA CONTRACT with CONTRACTOR, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements, are an exception to the City's competitive bidding requirements; and

WHEREAS, the BOARD has determined, pursuant to Charter Section 371(e)(10), that the services to be provided by CONTRACTOR are for the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law; and

WHEREAS, RAP desires to secure the technical, expert and professional services of a qualified contractor on an occasional and as-needed basis in order to enhance the recreational experience of the public; and

WHEREAS, pursuant to Charter Section 1022 RAP does not have available in its employ personnel with the necessary expertise to undertake the specialized professional tasks sought and the work can be performed more economically or feasibly by and independent contractor; and

WHEREAS, CONTRACTOR is experienced in providing the services of the type required, is willing to perform such service, and can provide such services to RAP; and

WHEREAS, it is in RAP's best interest to secure these services from CONTRACTOR; and

WHEREAS, RAP has the need for the purchase and installation of playground and outdoor fitness/exercise equipment and related products and services on an as-needed basis; and

WHEREAS, the CONTRACTOR has agreed to provide such as-needed purchase and installation of playground and outdoor fitness/exercise equipment and related products and services to RAP; and

WHEREAS, CONTRACTOR by written communication dated April 19, 2018 (attached hereto and incorporated by reference herein as Appendix C), has expressly authorized RAP to utilize Contract No. GS03F086GA between CONTRACTOR and GSA for the purchase and installation of playground and outdoor fitness/exercise equipment and related products and services.

NOW THEREFORE, RAP and the CONTRACTOR hereby agrees as follows:

**SECTION 1 – PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTIFICATION.**

**1.1 Parties**

The Parties to this Agreement are:

CITY – The City of Los Angeles, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS on behalf of RAP, having its principal office at 221 North Figueroa Street, Suite 300, Los Angeles, CA 90012.

CONTRACTOR – Greenfields Outdoor Fitness, Inc., having its principal office at 2617 West Woodland Drive, Anaheim, California 92801.

**1.2 Representatives**

The City's representative will be (or any other RAP Management or City designee):

Michael A. Shull, General Manager  
City of Los Angeles, Department of Recreation and Parks  
221 N. Figueroa Street, Suite 350  
Los Angeles, CA 90012

With Copies to:

Jimmy Newsom, Senior Management Analyst II  
City of Los Angeles, Department of Recreation and Parks  
6335 Woodley Ave

Van Nuys, CA 91406

Email: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)  
Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

With Additional Copies to:

Ramon Barajas, Assistant General Manager  
City of Los Angeles, Department of Recreation and Parks  
Planning, Construction and Maintenance Branch  
221 N. Figueroa Street, Suite 350  
Los Angeles, CA 90012

Email: [Ramon.Barajas@lacity.org](mailto:Ramon.Barajas@lacity.org)  
Telephone Number (213) 202 - 2661  
FAX Number (213) 202 - 2612

The Contractors representative will be:

Sam Mendelsohn, President and CEO  
Greenfields Outdoor Fitness, Inc.,  
2617 West Woodland Drive  
Anaheim, California 92801

Email: [sam@greenfieldsfitness.com](mailto:sam@greenfieldsfitness.com)  
Cell Phone Number (949) 285-6961  
Office Telephone (888) 315-9037  
Fax Number (866) 308-9719

### 1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effect by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or if the address of such person is changed, written notice of such changes shall be given, in accordance with the Section, within five (5) working days of the change.

CONTRACTOR shall address all questions and correspondence concerning plans to (or any other RAP Management designee):

Jimmy Newsom, Senior Management Analyst II (or his designee)  
City of Los Angeles, Department of Recreation and Parks  
6335 Woodley Ave  
Van Nuys, CA 91406

Email: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)  
Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

## SECTION 2 – TERMS OF THE AGREEMENT

The term of this Agreement shall commence on the date of execution and expire August 20, 2022, the expiration date of the GSA CONTRACT with CONTRACTOR.

CONTRACTOR also agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17)[v.3] attached hereto and incorporated herein by reference as Attachment 1.

RAP shall have the right to terminate this Agreement for its convenience, upon thirty (30) calendar days written notice to CONTRACTOR.

## SECTION 3 - SCOPE OF SERVICES

### 3.1 Services to be provided by CONTRACTOR

Upon receipt from RAP of a Notice to Proceed (NTP) with specified work, the CONTRACTOR has agreed by letter dated April 19, 2018 (attached hereto and incorporated by reference herein as Appendix C), to provide playground and outdoor fitness/exercise equipment and related products and services to RAP on an occasional and as-needed basis on the same terms and conditions as the GSA CONTRACT and GSA Contract Summary Document.

### 3.2 Services to Be Provided by CITY

RAP's authorized agent (or other RAP management designee) will issue a Notice To Proceed (NTP) to the CONTRACTOR prior the start of any work.

RAP personnel will work cooperatively with CONTRACTOR to ensure timely review of all services provided by CONTRACTOR under this Agreement.

RAP will promptly act, review and make decision as necessary to permit the orderly progress of CONTRACTOR's work under this Agreement.

## SECTION 4 – COMPENSATION AND INVOICING

### 4.1 Compensation

CITY will pay CONTRACTOR an amount for services outlined in the NTP for each individual project. The total amount for this CONTRACT will not exceed Seven Million Dollars annually, (\$7,000,000.00). The Contract amount is an estimate, and RAP does not guarantee that the Contract maximum amount will be reached. The professional service that RAP is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. RAP staff will monitor this not-to-exceed aggregate total.

## 4.2 Invoicing

Prior to the start of any work, CONTRACTOR must receive a NTP from an authorized agent of RAP. CONTRACTOR shall submit invoices to RAP for all work performed. Once work has been completed to the satisfaction of RAP, CONTRACTOR may submit an invoice for the agreed amount on the CONTRACTOR'S original proposal, as stated on the NTP, such amount to be consistent with the prices set forth in the GSA CONTRACT (attached hereto and incorporated by reference herein as Appendix A) and Contract Summary Document (attached hereto and incorporated by reference herein as Appendix B) and Greenfields Source Book (attached hereto and incorporated by reference herein as Appendix D), and subject to Warranty provisions (attached hereto and incorporated by reference herein as Appendix E). Invoices must include the CONTRACTOR'S name, date, address, contact phone number, summary of work completed, address/location of work completed, dollar amount originally proposed and the agreed on by RAP.

Invoices must be submitted to (or other RAP management designee):

Jimmy Newsom, Senior Management Analyst II  
City of Los Angeles, Department of Recreation and Parks  
6335 Woodley Ave  
Van Nuys, CA 91406

Email: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)  
Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

## 4.3 Compensation and schedule of payments

The CONTRACTOR's invoice will be reviewed and approved for payment by RAP's designated Project Manager (PM). Once signed off by the PM, payment will be processed by RAP'S Accounting Section for payment. RAP may take up to thirty (30) days for payment of invoice properly submitted, unless CONTRACTOR offers a discount for an early processed payment.

## SECTION 5 - NON-EXCLUSIVITY

RAP and the CONTRACTOR understand and agree that this is a non-exclusive Agreement to provide services to RAP and that RAP may contract with other contractors to provide similar services during the term of this Agreement.

## SECTION 6 – CONTRACT COMPLIANCE DOCUMENTS

CONTRACTOR is required to complete and submit City's Contract Compliance Documents (attached hereto and incorporated by reference herein as Attachment 2). Included within the scope of the laws, referred to in this paragraph but in no way to operate as a limitation, are all forms of Federal, State, and City laws, regulations policies and ordinances. Any breach by CONTRACTOR of the laws, regulations, policies and ordinances shall constitute a breach of this Contract.

## SECTION 7 - RATIFICATION

At the request of RAP, and because of the urgent need therefore, CONTRACTOR may have commenced performance of services required hereunder prior to the execution of this Agreement. By its execution hereof, RAP hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this Agreement, and CONTRACTOR's performance of such services.

#### SECTION 8 - INCORPORATION OF DOCUMENTS

This Agreement, appendices and incorporated documents represents the entire agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. This Agreement may not be changed or modified in any manner except by formal, written amendment fully executed by both CITY and CONTRACTOR. The following documents are incorporated and made a part hereof by reference:

- Appendix A. CONTRACT NO. GS03F086GA awarded on August 21, 2017 between the GSA and Greenfields Outdoor Fitness, Inc.
- Appendix B. U.S. GSA Contract Summary Document between GSA and Greenfields Outdoor Fitness, Inc., CONTRACT NO. GS03F086GA
- Appendix C. Letter dated April 19, 2018 from Greenfields Outdoor Fitness, Inc. authorizing RAP to utilize CONTRACT NO. GS03F086GA between GSA and Greenfields Outdoor Fitness, Inc.
- Appendix D Greenfields Source Book
- Appendix E Warranty
- Attachment 1 Standard Provisions for City Contracts. (Rev. 10/17)[v.3]
- Attachment 2 CITY's Contract Compliance Documents including Insurance Contractual Requirements

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This Agreement, incorporating Attachment 1 and Attachment 2 and Appendix E; (2) Attachment 1; (3) Attachment 2; (4) Appendix A; (5) Appendix B; (6) Appendix C; and (7) Appendix D.

IN WITNESS THEREOF, the parties hereto have executed this Agreement to be executed by their duly authorized representatives on the dates indicated:

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

THE CITY OF LOS ANGELES, a municipal  
corporation, acting by and through its Board of  
Recreation and Park Commissioners

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

GREENFIELDS OUTDOOR FITNESS, INC.

By \_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
Print Name

By \_\_\_\_\_  
CEO/TREASURER

\_\_\_\_\_  
Print Name

Approved as to Form:

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

Michael N. Feuer  
City Attorney

By \_\_\_\_\_  
DEPUTY CITY ATTORNEY  
Steven Hong



## BOARD REPORT

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6. Find, pursuant to Charter Section 371(e)(10), that the services to be provided by Greenfields, are for the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law;
7. Find, in accordance with Charter Section 1022, that RAP does not have available in its employ personnel with the necessary expertise to undertake and accomplish the aforementioned specialized supplies and professional services in a timely manner and that it is more feasible to secure these services by contract;
8. Find that the letter attached hereto dated April 19, 2018 (Appendix C) from Greenfields, which authorizes RAP to utilize Contract No. GS03F086GA between Greenfields and GSA which was for customized military line of products and also includes Open Market Items, allowing purchasers to acquire all items or services from Greenfields' offering;
9. Authorize RAP to enter into the proposed Contract (Attachment 2), substantially in the form on file in the Board Office, subject to the review and approval of the Mayor in accordance with Executive Direct No. 3 (Villaraigosa Series), and the City Attorney as to form, between RAP and Greenfields, for the purchase and installation of playground and outdoor fitness/exercise equipment and related products and services, on an occasional and as needed basis, not-to-exceed Seven Million Dollars (\$7,000,000.00) per year; the initial term of the proposed Contract being from the date of execution through the prorated remainder of the Contract No. GS03F086GA between Greenfields, and GSA, set to expire August 20, 2022;
10. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Contract to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and to transmit the proposed Contract to the City Council for approval, and to the City Attorney for approval as to form;
11. Authorize RAP's General Manager or his designee to make technical corrections to the proposed Contract as necessary;
12. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of the necessary approvals.

### SUMMARY

The Department of Recreation and Parks (RAP) has an ongoing need for the purchase and installation of playground and outdoor fitness/exercise equipment and related products and services on an occasional and as-needed basis. The ability to purchase and install such material and equipment is critical to meeting RAP's needs to build new and retrofit and repair existing park fitness and exercise equipment.

Staff is recommending that the Board authorize RAP to piggyback on GSA's competitively bid contract (GSA Contract) with Greenfields (Appendix A) and Contract Summary Document

## BOARD REPORT

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(Appendix B). The GSA contract, was competitively bid wherein all purchasing parties are guaranteed the greatest discounted off-catalog pricing of products and services. Use of this contract is consistent with RAP's contract terms for achieving the lowest pricing available. A new competitive process facilitated by RAP would therefore not be practicable or advantageous. Further, under the City Charter, contracts for cooperative arrangement with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements, even though the contracts and implementing agreements were not entered into through a competitive bid or proposal process are an exception to the City's competitive bidding requirements.

Greenfields, has issued a letter to RAP (Appendix C) which authorizes use of GSA Contract. RAP will enter into and issue a separate contract with Greenfields (Attachment 2), which will incorporate the terms of the GSA Contract (Appendix A) and the Standard Provisions for City Contracts (Rev 10/17)[v.3] (Attachment 1). Greenfields current contract with GSA will expire on August 20, 2022.

The proposed contract with Greenfields Outdoor Fitness, Inc. provides RAP with a variety of design options for playground and outdoor fitness/exercise equipment and related products and services as shown on Greenfield's Sourcebook (Appendix D) and Warranty Information (Appendix E). These design options can be customized for all types of users, from young children to older adults, teens and patrons/users with universal accessibility needs. The contract allows RAP the ability to select a wide variety of standard, manufactured recreation and outdoor fitness and exercise equipment.

The proposed contract is recommended in an amount not-to-exceed an annual expenditure of Seven Million Dollars (\$7,000,000.00) per year for the purchase and installation of playground and outdoor fitness/exercise equipment, and related products and services on an as-needed basis. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. RAP, in entering into the contract, guarantees no minimum amount of business or compensation. The contract awarded through this Report shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts (Rev 10/17)[v.3]. Funding for projects will be provided from various funding sources.

### TREES AND SHADE

No projects are currently associated with this proposed contract. As such there is no direct impact on trees or shade.

### ENVIRONMENTAL IMPACT STATEMENT

No projects are currently associated with this proposed contract. As such there is no direct environmental impact statement required.

## BOARD REPORT

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### FISCAL IMPACT STATEMENT

Executing this proposed contract will enable RAP to carry out various construction and maintenance projects on an occasional as-needed basis, and has no impact to RAP's General Fund as funding will be identified on a per project basis.

This Report was prepared by Gino Ogtong, Management Analyst and reviewed by Robert Feld, Senior Management Analyst I and Matthew Rudnick, Chief Management Analyst, Finance Division.

### LIST OF APPENDICES/ ATTACHMENTS

- 1) Appendix A – Contract No. GS03F086GA awarded on August 21, 2017 between the GSA and Greenfields Outdoor Fitness, Inc.
- 2) Appendix B – US GSA Contract Summary Document between the GSA and Greenfields Outdoor Fitness, Inc., Contract No. GS03F086GA
- 3) Appendix C – Letter dated April 19, 2018 from Greenfields Outdoor Fitness, Inc. authorizing RAP to utilize Contract No. GS03F086GA between the GSA and Greenfields Outdoor Fitness, Inc.
- 4) Appendix D – Greenfields Source Book
- 5) Appendix E – Warranty
- 6) Attachment 1 – Standard Provisions for City Contracts (Rev 10/17)[v.3]
- 7) Attachment 2 – Proposed Contract between RAP and Greenfields Outdoor Fitness, Inc.

## Appendix A

Greenfields Contract GS03F086GA

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

2. CONTRACT NO. GS03F086GA	3. AWARD/EFFECTIVE DATE 21 Aug 2017	4. ORDER NUMBER	5. SOLICITATION NUMBER 3 PNG-MG-060002-B -- REFRESH #32	6. SOLICITATION ISSUE DATE 02 May 2017
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME GSA FAS 3QSAC	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
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9. ISSUED BY GSA FAS 3QSAC 100 S INDEPENDENCE MALL WEST PHILADELPHIA, PA, 19106	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 6(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS
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15. DELIVER TO ORDERING AGENCY	CODE	16. ADMINISTERED BY SEE BLOCK 9	CODE
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17a. CONTRACTOR/OFFEROR GREENFIELDS OUTDOOR FITNESS, INC 2617 W WOODLAND DR ANAHEIM, CA, 928012627 DUNs Number : 059969721 TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY ORDERING AGENCY	CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Sports, Promotional, Outdoor, Recreation Trophies and Signs (-SPORTS)  The contract summary associated with this award package is hereby incorporated and made a part of this contract  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	ARE	ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	ARE	ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>N/A</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND OR ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLDCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR <small>3-22090d 05/21/2017 by Patrick J. Swanson GREENFIELDS OUTDOOR FITNESS, INC.</small>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <small>3-6189d 05/21/2017 by Joseph Richardson Jr. GSA/FSS</small>
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30b. NAME AND TITLE OF SIGNER (Type or print) See Above	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) See Above	31c. DATE SIGNED
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	LINES AWARDED 192 08				

32b. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED   
  INSPECTED   
  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
PARTIAL	FINAL			

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT ( <i>Location</i> )	
42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS