



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: PLAYGROUND SPECIALISTS, INC. 29 APPLES CHURCH ROAD THURMONT, MARYLAND 21788	DATE ISSUED: 4/1/2024 CONTRACT NO: 24-DPR-R-579 CONTRACT TITLE: PLAYGROUND EQUIPMENT
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DPR-R-579 including any attachments or amendments thereto.

EFFECTIVE DATE: 4/1/2024
EXPIRES: 12/31/2027
RENEWALS: TWO RENEWALS REMAINING
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 24-DPR-R-579
EXHIBIT A – REGION 10 ESC CONTRACT #R10-1159B

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<u>VENDOR CONTACT:</u> BRAD STOKLEY	<u>VENDOR TEL. NO.:</u> +1 (800) 385-0075
<u>EMAIL ADDRESS:</u> BRAD@PLAYSPEC.COM	
<u>COUNTY CONTACT:</u> RICHARD HOLLY (DPR-PNR)	<u>COUNTY TEL. NO.:</u> (703) 228-7841
<u>COUNTY CONTACT EMAIL:</u> RHOLLEY@ARLINGTONVA.US	

<u>PURCHASING DIVISION AUTHORIZATION</u>		
Lucas Alexander	Procurement Officer	4/1/2024
	Title	Date



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 24-DPR-R-579

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Playground Specialists, Inc. ("Contractor"), a Maryland corporation with a place of business at 29 Apples Church Road, Thurmont, Maryland 21788, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A Region 10 ESC Contract #R10-1159B, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Region 10 ESC and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Region 10 ESC. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County, and shall be completed no later than 12/31/2027, ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the Region 10 ESC renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for two (2) one-year renewal periods from 1/1/2028 until 12/31/2030 ("Subsequent Contract Term"). However, if the Region 10 ESC does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

The Contractor also must submit to the County’s Project Officer its W-9 Form, which will include its Federal Employer Identification Number (“FEIN”) or Social Security Number (“SSN”), whichever is applicable, before the County can process payment to the Contractor under the Contract.

4. CONTRACT PRICING

Current Pricing can be found at the following link: [pricing](#).

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish parks and recreation equipment.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

10. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Brad Stokley
Playground Specialist, Inc
29 Apples Church Road
Thurmont, MD 21788
Phone: +1 (800) 385-0075
Email: brad@playspec.com

TO THE COUNTY:

Richard Holley, Project Officer
Arlington County Government
2700 S. Taylor St
Arlington, Virginia 22206
Phone: (703) 228-7841
Email: rholley@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500

Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

11. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

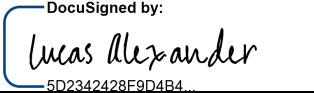
12. COUNTERPARTS

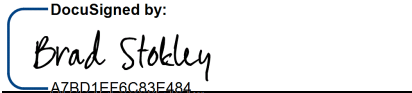
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON

PLAYGROUND SPECIALISTS, INC.

AUTHORIZED SIGNATURE: 

AUTHORIZED SIGNATURE: 

NAME: Lucas Alexander

NAME: Brad stokley

TITLE: Procurement Officer

TITLE: VP of Sales

DATE: 4/1/2024

DATE: 4/1/2024



December 20, 2023

Playground Specialists, Inc,
Brad Stokley, VP of Sales
29 Apples Church Road
Thurmont, MD 21788

Re: RFP # R10-1159 Parks and Recreation Equipment and Related Services

Dear Mr. Stokley:

Congratulations! The Education Service Center Region 10 Board of Directors met on Wednesday, December 20, 2023 and awarded RFP # R10-1159 Parks and Recreation Equipment and Related Services to Playground Specialists, Inc.

Your contract number will be R10-1159B. This contract will become effective on January 1, 2024 and will have an initial term of three (3) years with two (2) optional one year renewals.

The following dealers are acknowledged as approved for service under this contract at time of award. More may be added through the process described in the contract terms and conditions:

- Dave Bang Associates
- Midstates Recreation
- Northwest Playground Equipment
- Playground Solutions of Texas
- Starr Recreation
- Ultiplay
- Next Generation Recreation
- Pelican Playgrounds
- Playmore

Thank you for submitting your response. We look forward to working with you.

Regards,

Clint Pechacek

Clint Pechacek

Purchasing Consultant

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form (“Contract”) is made as of January 1, 2024, by and between _____
Playground Specialists, Inc. (“Vendor”) and Region 10 Education Service Center (“Region
10 ESC”) for the purchase of (enter category here) (“the products and services”).*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor Contract.”

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor’s obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC 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. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.3 **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 the State of Texas 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

- 5.4 **Cancellation for convenience:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment:** Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency.

The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **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 (Region 10 ESC or its Participating Members). 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.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

- 11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement**: Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference**: Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation**: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions**: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work

in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

13.1 **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 in the subsequent fiscal year."

13.2 **Disclosures:** Vendor 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.

13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.

13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was 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.

13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract,

including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
- 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 13.8 **Legal Obligations:** It is the Vendor'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.

- 13.9 **Boycott Certification**: Vendor hereby certifies that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

[Signatures follow on Signature Form]

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 23: VENDOR CONTRACT AND 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 proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal 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.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Playground Specialists, Inc.

Address 29 Apples Church Road

City/State/Zip Thurmont, MD 21788

Telephone No. 800-385-0075

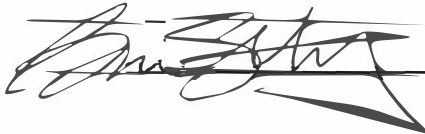
Fax No. 301-271-9239

Email address brad@playspec.com / sales@playspec.com

Printed name Brad Stokley

Position with company VP of Sales

Authorized signature



Term of contract January 1, 2024 to December 31, 2026

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.



Region 10 ESC Authorized Agent

Jan 4, 2024
Date

Dr. Rickey Williams

Print Name

Equalis Group Contract Number R10__1159B

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**Instructions:**

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 30 additional pages.** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Playground Specialists, Inc.
	<i>What is the mailing address of your company's headquarters?</i>	29 Apples Church Road, Thurmont, MD 21788
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Brad Stokley - VP of Sales 800-385-0075 brad@playspec.com
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Please list the current manufacturers you partner with.</i>	Playworld – www.playworld.com 1000 Buffalo Rd Lewisburg, PA 17837 570-522-9800 Playworld Catalog - https://secure.viewer.zmags.com/publication/f443962f#f443962f/1

Berliner - <https://berliner-playequipment.com/us/>
96 Brookfield Oaks Dr
Greenville, SC 29607
864-627-1092
Berliner Catalog - <https://online.flippingbook.com/view/907987343/>

Cre8play – www.cre8play.com
5121 Winnetka Ave N
Minneapolis, MN 55428
612-670-8195
Cre8play Catalog - <https://www.cre8play.com/brochures/product-catalog-2022/>

Earthscape Collections (website and catalog) - <https://collections.earthscapeplay.com/>
7215 Wellington Rd 86
Wallenstein, ON N0B 2S0, Canada
+1 519-804-6854

ExoFit (website and catalog) - <https://www.exo.fit/>
10271 Deer Run Farms Rd
Fort Myers, FL 33966
800-527-0797

Trekfit (website and catalog) – <https://trekfit.ca/>
7000 F Bd Industriel
Chambly, QC J3L 4X3, Canada
+1 514-447-8884

Classic Recreation - <http://shadesun.com/>
11875 E Berry Drive
Dewey, AZ 86327
928-775-3307
Classic Recreation Catalog - <http://shadesun.com/blog/models/>

RCP Shelters - <https://www.rcpshelters.com/>
2100 SE Ray's Way
Stuart, FL 34994
772-288-3600

Percussion Play - <https://www.percussionplay.com/>
Staple Ash Ln, Froxfield
Petersfield GU32 1DJ, United Kingdom
+44 1730-235180
Percussion Play Catalog - <https://www.percussionplay.com/catalog/product-catalog/>

		<p>MyTCoat – www.mytcoat.com 201 Lehmann Farm Rd Whitney, TX 76692 855-637-9616 MyTCoat Catalog - https://mytcoat.com/digital-catalog/</p> <p>All Pricing is available on the Attachment B Price List</p>
	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Yes
	<i>Does pricing submitted include the required administrative fee?</i>	Yes
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	No
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes, Playground Specialists can supply all products/lines/services provided in attachment B. Playground Specialists has partnered with several Playworld rep agencies across the country to supply additional coverage for this contract as well. For the additional rep agencies, they will make all products/lines/services and available as they are able. Each agency at a minimum will make this available for Playworld products. Other manufacturers and services will be on an agency-by-agency basis.
	<i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i>	<p>For equipment, the pricing strategy used is a discount off manufacturer list prices. Agencies can find these list prices the Attachment B – Price List</p> <p>List prices are determined by the manufacturer using the current published list pricing for that date.</p> <p>Installation prices are provided as a percentage of list price and are determined by utilization of a combination of cost-based labor and materials pricing, competitive analysis, and anticipated volume.</p> <p>Additional services line items are provided as a “not to exceed” price and are determined by cost-based labor and materials pricing, competitive analysis, and anticipated volume.</p>
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	PO’s are accepted for order and vendor will invoice upon shipment or upon completion of the project. Invoices are due Net 30 days from invoice. Payments can be made via ACH transfer, check, or credit card online via the vendor website.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		

<p>Product quality and features</p>	<p><i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i></p>	<p>Playground Specialists, Inc provides a full catalog of turn-key products and services to our customers that is unmatched in the industry. The products we provide include standard “post & platform” playground systems, rope-based play equipment, custom GFRC (glass fiber reinforced concrete) and steel custom play equipment, premium wooden play equipment, standard and modern outdoor fitness equipment, vinyl and powder coated site furnishings, musical equipment, plus steel and wooden shelters. Our services include everything required for full completion of a project including site planning and prep work, installation, safety surfacing, drainage, concrete work, borders, and drop testing. We have included everything required to complete most projects based off our 25 years’ experience and expertise in the industry.</p>
	<p><i>Describe how your products and services comply with applicable industry regulations/safety standards.</i></p>	<p>All products and services offered are either IPEMA certified or fully comply with the ASTM F1487 safety standards, CPSC Section 325 guidelines, and ADA laws.</p>
	<p><i>Outline how your playground and/or recreation equipment differentiates from those of your competitors.</i></p>	<p>Our comprehensive and innovative catalog of equipment and services is one of the most complete in the industry. Every type of material (steel, plastic, rope, GFRC, wood, etc) is available to suit every customer’s wants and needs. The equipment manufacturers represented have the highest reputation in the industry for premium quality. Through innovation, new and inclusive products are constantly becoming available for use of children and adults of all ages and abilities!</p>
	<p><i>Describe any capabilities to create custom playground and/or recreation equipment.</i></p>	<p>The manufacturers represented are experts at designing and creating custom play equipment and environments! We will work with Equalis members requesting custom equipment to design the perfect solution for their needs in any size or material requested! Whether creating a custom piece to mimic a local landmark or creating a unique, 1-of-a-kind play environment, our custom capabilities are some of the best in the world!!</p> <p>Some examples of recently completed custom projects:</p> <p>Sophie & Madigan’s Playground – Frederick, MD</p> <p>https://www.flickr.com/photos/98909949@N02/albums/72177720304220606</p> <p>Dunkirk District Park – Dunkirk, MD</p> <p>https://www.flickr.com/photos/98909949@N02/albums/72157719949718072</p> <p>Sandy Point State Park – Annapolis, MD</p> <p>https://www.flickr.com/photos/98909949@N02/albums/72157708942147002</p> <p>Madison Manor Park – Arlington, VA</p> <p>https://www.flickr.com/photos/98909949@N02/albums/72157715259895137</p> <p>Pictures of each custom project included in proposal package as well – See Attachment A</p>

	<p><i>Outline how you incorporate accessibility, safety, and sustainability features into your playground and/or recreation equipment.</i></p>	<p>Every design we provide is 100% in compliance with the ADA laws, ASTM F1487 safety standards and CPSC safety guidelines. The president and owner of Playground Specialists, Jeff Barber, is a NRPA Certified Playground Safety Instructor and travels around the country teaching the safety standards and guidelines to others in the industry. Playground Specialists employs 16 CPSI's (Certified Playground Safety Inspectors) which include our project management team, CAD designers, and installation foremen. In addition, we employ 3 Inclusive Play Designers who have passed the Playworld inclusive play training program for the design of play environments for people of all abilities.</p> <p>Playground Specialists incorporates accessibility AND inclusivity into equipment designs via accessible surfaces (poured-in-place rubber, bonded rubber, or Corkeen are highly accessible surfacing options), ramps and transfer stations, adaptive swings, a wide variety of ground level activities, multi-sensory elements, visual and auditory cues, inclusive play structures, and shaded seating areas. By incorporating these elements, we can create spaces that foster inclusivity allowing children of all abilities to play together while promoting a sense of community and understanding. – See attachment B</p> <p>We incorporate many unique sustainable features in our equipment and designs to help promote eco-friendliness and reduce the environmental impact of our play areas. These include our Play Soleil solar lighting which can be attached on playground posts, using recycled shredded tires for our PlaySpec Rainbow bonded rubber safety surfacing, our Corkeen safety surfacing which is made from the natural bark from cork trees and is carbon negative, and ensuring all our equipment is designed for durability and ease of maintenance to extend its lifespan!</p>
	<p><i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i></p>	<p>Playground Specialists offers solutions in Maryland, Virginia, Washington DC, and West Virginia. Our dealer partners that are joining in this proposal will also offer their solutions in their specific regions as well. Included in this submission are letters from each joining dealer with information on the regions they will cover in this offering.</p> <p>Other dealer agencies included in this submission include:</p> <p>Dave Bang Associates – California & Arizona Playmore – Florida Midstates Recreation – Ohio, Michigan, Indiana, and Kentucky Northwest Playground Equipment – Washington, Oregon, Alaska, Hawaii, and Montana Playground Solutions of Texas – Texas Starr Recreation – Colorado & Wyoming Ultiplay – Massachusetts, Connecticut, Vermont, New Hampshire, Rhode Island, and Maine Next Generation Recreation – Missouri, Kansas, and Nebraska Pelican Playgrounds – Louisiana & Mississippi</p> <p>– See attachment C</p>
	<p><i>List the number and location of offices, or service centers for all states being proposed in solicitation</i></p>	<p>Playground Specialists – 1 office and headquarters at 29 Apples Church Road, Thurmont, MD 21788 Dealer partners each have their own office/headquarters with address included on their included letters.</p>
	<p><i>Outline any other capabilities not already addressed.</i></p>	<p>Playground Specialists also offers Triax drop testing services on safety surfacing for compliance with ASTM F1292 for safety surfacing impact attenuation.</p>

Ability to consult, design, and install products and services	<i>Please describe any consulting or design services you offer.</i>	Playground Specialists employs three full-time CAD designers who assist our project managers on the design of all our projects. Each manufacturer also employs full-time design teams who can assist with custom work as well.
	<i>Outline the process for installing products, equipment and/or other solutions you are offering.</i>	Playground Specialists is the premier installation company for playground equipment. The company initially began as an installation subcontractor and grew into the design, sales, and installation company it is today. At our headquarters, we have a 20,000 sq ft warehouse with a loading dock where we receive equipment and store it prior to installation. We employ 4 full-time installation crews who install our projects year-round and subcontract 2 additional installation crews year-round. We order in bulk and stock as many materials as possible to reduce costs for customers and create efficiencies including concrete, borders, timbers, swing kick mats, rubber materials, binder, drainpipe, rebar, and more. With our fleet of trucks and equipment when we mobilize, we bring everything needed to install complete playground areas efficiently and per manufacturer recommendations in full compliance with the safety standards and ADA law. – See attachment D
Response to emergency orders and maintenance repair/requests	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i>	With our team of 8 project managers, Playground Specialists can respond within 24 hours to emergency requests for broken or damaged equipment or surfacing. Keeping playgrounds safe and in service is of paramount importance to both our customers and our company. Customers can contact us via office phone, email, or individual project manager cell phones. – See attachment J
	<i>Describe any services you offer post-installation such as maintenance/repair plans for equipment.</i>	Playground Specialists is here to stay and help our customers with the life of their play areas. All our project managers are available to our customers for any warranty, repair, or maintenance work they need on all our manufacturer's products as well as safety surfacing, and all other services offered. Playground Specialists stocks many repair parts such as hardware, swing seats and swing chain, rubber materials and binder, and more to assist our customers as quick as possible with their maintenance and repair needs.
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	Playground Specialists' hours of operation are M-F, 8 AM thru 5 PM, however our project managers are available after hours and on weekends via cell phone and email. When parts are available, most customer service issues can be handled within 24 hours of being contacted.
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters</i>	Playground Specialists, Inc is rock solid financially. A letter of bondability from our surety company plus a bank reference letter are included. As part of the general submittal of information for this RFP, Playground Specialists will not provide internal financial information due to security and privacy policies we have had in place for 25 years. If mandatory, we will however discuss providing audited financial statements directly to the evaluation committee for their proof upon request once the general proposals have been opened. We understand the premise that Region 10 ESC and Equalis would like to ensure contractors have the means to fulfill any obligations set forth and the strength to comply and complete projects. Please accept this as a commitment for our fullest compliance while still maintaining our privacy. For the past 9 years we have had gross revenues that exceed \$20 million and have been profitable every year with little to no debt on the company. Our bonding capabilities exceed \$10 million, and we provide independently audited financial statements to the bonding company every year for their assurance that we remain on the correct path. – See attachment E
	<i>What was your annual sales volume over last three (3) years?</i>	2021 - \$26.5 million 2022 - \$31.9 million 2023 - \$37.5 million (YTD)
Contract implementation / Customer training	<i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i>	Playground Specialists is constantly traveling to agencies to provide free lunch & learn sessions on an annual basis. In 2023, we have done over 40 presentations in total in addition to holding CPSI classes and playground maintenance courses here at our headquarter office. Beyond that, our project management

		<p>staff is constantly meeting with agencies to talk about new products, materials, and technologies available in the market.</p> <p>We are experts in training and promoting cooperative purchasing contracts with our customers and have over a decade of experience doing so. Based off this experience and with the new manufacturer products included in this proposal submittal, we will immediately begin the communication and training with member agencies to help them utilize this contract immediately and effectively.</p>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i></p>	<p>Playground Specialists, along with each additional dealer included in this proposal submission, can provide customized management reports as requested for agencies that require it.</p>
	<p><i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i></p>	<p>Playground Specialists's safety record is a critical aspect of its reputation and performance. It reflects the company's commitment to providing safe and enjoyable play environments for children. It is described as follows:</p> <p>Safety Standards Adherence: We have a strong commitment to adhering to safety standards and regulations for playground equipment. It ensures that all products are designed, manufactured, and installed in accordance with local, national, and international safety guidelines, including ASTM (American Society for Testing and Materials), CPSC (Consumer Product Safety Commission), and ADA (Americans with Disabilities Act) requirements.</p> <p>Certifications and Compliance: Playground Specialists has obtained relevant certifications and regularly undergoes compliance checks to ensure that its playground equipment meets the highest safety standards. This includes certifications related to material quality, structural integrity, and safety features.</p> <p>Experienced Design and Engineering Team: Playground Specialists employs an experienced team of designers who specialize in creating safe and innovative playground equipment. They consider factors like fall zones, impact attenuation, and child development principles to ensure that the equipment is designed with safety in mind.</p> <p>Quality Materials and Construction: Our playground equipment is manufactured using high-quality, durable materials that are tested for safety and longevity. The company conducts rigorous quality control processes to verify that all components meet safety standards.</p> <p>Installation Expertise: We offer professional installation services and ensures that playground equipment is installed correctly and securely. Installation teams are trained to follow safety protocols, including anchoring, surfacing, and proper spacing.</p> <p>Regular Safety Inspections and Maintenance: Playground Specialists promote playground safety through regular inspections and maintenance checks. We provide services to our clients to keep equipment in optimal condition, ensuring that potential hazards are identified and addressed promptly.</p> <p>Safety Education and Training: Educational materials and training are offered for clients, maintenance staff, and end-users on how to use the playground equipment safely. This includes guidance on supervision, age-appropriate play, and maintenance best practices.</p> <p>Responsive Customer Service: Playground Specialists is known for its responsive customer service, readily addressing safety concerns, inquiries, or issues raised by clients or users. It maintains an open line of communication to ensure that safety-related matters are promptly resolved.</p>

		<p>Safety Record and Incident Reporting: Playground Specialists maintain a transparent record of safety incidents, near misses, or accidents related to its playground equipment. It tracks and analyzes these incidents to make necessary improvements in design, materials, or safety measures.</p> <p>Positive Client Testimonials: The safety record of Playground Specialists is reflected in positive testimonials and references from satisfied clients, which highlight their trust in the company's commitment to providing safe play spaces.</p> <p>Continuous Improvement: Playground Specialists places a strong emphasis on continuous improvement, regularly reviewing its safety protocols, materials, and designs to incorporate the latest safety innovations and best practices.</p> <p>A strong safety record is a testament to our dedication to creating playgrounds that not only foster fun and play but also prioritize the safety and well-being of the children who use their equipment. It demonstrates a commitment to quality, adherence to safety standards, and a proactive approach to maintaining and improving safety measures. – See attachment K for EMR and Worker’s Comp Rates</p>
Qualification and Experience (25 Points)		
<p>Respondent reputation in the marketplace</p>	<p><i>Provide a link to your company’s website</i></p>	<p>www.playspec.com www.playworld.com https://berliner-playequipment.com https://collections.earthscape.com www.cre8play.com www.exo.fit www.trekfit.ca www.rcpshelters.com www.shadesun.com www.mytcoat.com www.percussionplay.com</p>
	<p><i>Please provide a brief history of your company, including the year it was established.</i></p>	<p>Playground Specialists was established in 1998 as an installation subcontractor. In 2005, Playground Specialists became the exclusive rep agency for Playworld in Maryland and West Virginia and began to grow considerably. Over the past couple decades, we have picked up exclusive rights to sell additional playground manufacturing equipment and services and moved into our current headquarters in 2017. Playground Specialists now employs over 50 people including 4 full-time installation crews, 8 project managers, 3 full-time CAD designers, and sales support/customer service. See attachment F</p>
<p>Past relationship with Region 10 ESC and/or Region 10 ESC members</p>	<p><i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i></p>	<p>This is the first time we have provided a proposal submission to Region 10. However, many current Region 10 ESC members are also members of H-GAC and Sourcewell which we have sold to for over 20 years</p>
<p>Experience and qualification of key employees</p>	<p><i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i> <i>* Executive Support</i> <i>* Account Manager</i></p>	<p>Executive Support – Brad Stokley – VP of Sales – brad@playspec.com – 800-385-0075 Account Management – See attached Contract Management – Brad Stokley – VP of Sales & Ashley Barber – CFO – brad@playspec.com & Ashley@playspec.com - 800-385-0075 Marketing – Amanda Barber-McGuire – Marketing Manager – amanda@playspec.com – 800-385-0075 Billing, reporting & accounts payable – Ashley Barber – ashley@playspec.com – 800-385-0075</p>

	<p>* <i>Contract Manager</i> * <i>Marketing</i> * <i>Billing, reporting & Accounts Payable</i></p>	<p>**Reporting for areas outside Virginia, Maryland, Washington DC, and West Virginia will be done by the rep agencies for those areas included in this proposal submission**</p> <p>Resumes are attached – See attachment G</p>
<p>Past experience working with the public sector</p>	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p> <p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>2021 - \$20 million 2022 - \$24 million 2023 - \$28 million (YTD)</p> <p>Playground Specialists utilizes a strategic approach to increasing market share in the public sector including:</p> <ol style="list-style-type: none"> 1. Market Research and Analysis: <ul style="list-style-type: none"> • Conduct thorough research to understand the specific needs and requirements of public sector clients, including schools, municipalities, parks, and government agencies. • Identify the key decision-makers, procurement processes, and budget cycles in the public sector. 2. Diversify Product Offerings: <ul style="list-style-type: none"> • Expanding product range to include a variety of playground equipment that meets the safety and play needs of different age groups and abilities, ensuring compliance with relevant regulations such as ADA (Americans with Disabilities Act). 3. Certifications and Compliance: <ul style="list-style-type: none"> • Ensure that playground equipment meets all relevant safety and quality standards, including those specified by government agencies. Obtain necessary certifications and comply with local and federal regulations. 4. Supplier Diversity: <ul style="list-style-type: none"> • Partnering with minority and women-owned businesses to strengthen our position when participating in public sector procurement, as some organizations have diversity requirements for suppliers. 5. Market to Decision-Makers: <ul style="list-style-type: none"> • Build relationships with key decision-makers in public sector organizations, such as school principals, public works directors, and park administrators. • Attend government procurement events, industry conferences, and trade shows to meet potential clients and network with government officials. 6. Educational Outreach: <ul style="list-style-type: none"> • Offering educational programs and materials to public sector clients that highlight the benefits of quality playground equipment, safety, and the importance of play in child development. 7. Customization and Consultation: <ul style="list-style-type: none"> • Our ability to offer customization options and consultation services to help public sector clients design playgrounds that meet their unique needs and budgets.

		<p>8. Grant Assistance:</p> <ul style="list-style-type: none"> • Help public sector clients identify and apply for grants and funding opportunities available for playground equipment, particularly for schools and non-profit organizations. <p>9. Competitive Pricing:</p> <ul style="list-style-type: none"> • Develop competitive pricing strategies that consider the budget constraints faced by public sector clients. <p>10. Follow-Up and Maintenance:</p> <ul style="list-style-type: none"> • Our offering of ongoing support, maintenance services, and warranties to ensure the longevity and safety of your playground equipment, which can be a critical factor in public sector decision-making. <p>11. Track Record and Testimonials:</p> <ul style="list-style-type: none"> • Build a strong portfolio of successful public sector projects and collect testimonials from satisfied clients to showcase your expertise and reliability. <p>12. Sustainability Focus:</p> <ul style="list-style-type: none"> • Highlighting the eco-friendly aspects of our playground equipment and safety surfacing, emphasizing sustainable materials and energy-efficient features, which can align with the environmental goals of public sector organizations. <p>13. Continuous Improvement:</p> <ul style="list-style-type: none"> • Regularly review and refine our public sector strategy based on market trends, client feedback, and changing regulations.
<p>Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors</p>	<p><i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i></p>	<p>n/a</p>
<p>Minimum of 5 public sector customer references relating to the products and services within this RFP</p>	<p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i></p>	<p>References are attached – See attachment H</p>
<p>Certifications in the Industry</p>	<p><i>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. M/WBE, HUB,</i></p>	<p>Licenses, Certificates, and registrations are attached – See attachment I</p>

	<i>DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i>	
Company profile and capabilities	<i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i>	Exclusive distributor and installer
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	No
	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. These will be provided in the space provided in Form 6. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	Playground Specialists, Inc does not hold any of these certifications
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	Playground Specialists's diversity program is a structured initiative designed to promote diversity, equity and inclusion in our subcontracting practices and can be offered through Equalis Group. The program includes our commitment to diversity and inclusion in subcontracting practices, actively seeking out and networking with MWBE's through organizations, events, and associations related to diversity in business, creating and maintaining a database of qualified MWBE subcontractors, ensuring we communicate our commitment to diversity in bid documents and RFP's, along with providing guidelines for MWBE subcontractors to submit bids, ensuring MWBE subcontractors are evaluated fairly based on qualifications, capabilities, and pricing, tracking MWBE participation in projects, staying informed on all local, state, and federal regulations regarding MWBE participation and ensuring full legal compliance, and regularly evaluating the effectiveness of the diversity program and making adjustments as necessary.
	Please attach any certifications you have as part of your response to Form 6.	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	Yes
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but</i>	While Playground Specialists does employ 4 full time installation crews, we also have a plan to include MWBE subcontractors in future work as an important step toward promoting diversity, equity, and inclusion in our operations. Here's our plan on how we can incorporate MWBE subcontractors in projects:

	<p><i>not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i></p>	<ol style="list-style-type: none"> 1. Outreach and Networking: <ul style="list-style-type: none"> • Establish relationships with MWBE organizations, chambers of commerce, and other relevant groups to identify potential subcontractors. • Attend networking events and supplier diversity fairs to connect with MWBE businesses. 2. Diverse Supplier Database: <ul style="list-style-type: none"> • Create a database of MWBE subcontractors, including information on their capabilities, certifications, and past performance. • Share this database with project managers. 3. Mentoring and Training: <ul style="list-style-type: none"> • Offer mentoring programs to MWBE subcontractors to help them build capacity and meet project requirements. • Encourage skill development and certification within the MWBE community. 4. Reporting and Monitoring: <ul style="list-style-type: none"> • Establish a system for tracking MWBE participation in projects and report progress to internal and external stakeholders. • Regularly review and evaluate the effectiveness of MWBE inclusion efforts and adjust as needed. 5. Fair Evaluation Process: <ul style="list-style-type: none"> • Ensure that MWBE subcontractors are evaluated fairly based on their qualifications, capabilities, and competitive pricing. • Avoid biases in the selection process and provide feedback to unsuccessful MWBE bidders to help them improve. 6. Legal Compliance: <ul style="list-style-type: none"> • Stay updated on local, state, and federal regulations regarding MWBE participation and ensure compliance with all relevant laws. 7. Promote Inclusivity: <ul style="list-style-type: none"> • Actively promote a culture of inclusivity and respect within the company and among project teams. • Encourage open dialogue and feedback from MWBE subcontractors to address any issues they may face. 8. Community Engagement: <ul style="list-style-type: none"> • Engage with the local community and MWBE organizations to understand their needs and concerns and to provide opportunities for involvement.
<p>Commitment to Service Equalis Group Members (10 Points)</p>		
<p>Marketing plan, capability, and commitment</p>	<p><i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i></p>	<p>Playground Specialists's guide on how we will market this contract upon award is as follows:</p> <ol style="list-style-type: none"> 1. Understand Client Needs: Research and understand the unique needs and preferences of target clients. Determine what type of playground equipment, features, and services are most likely to appeal to them.

		<ol style="list-style-type: none"> 2. Highlight Our USP (Unique Selling Proposition): Clearly articulate what sets our playground company apart from competitors. This will include, but will not be limited to superior quality, innovative designs, safety features, experience, or a unique design approach. 3. Leverage Our Portfolio: Showcase past projects through a portfolio that includes high-quality images from well-known clients. Emphasize successful projects that align with the client's needs. 4. Online Presence: Update our website with information about the new contract, including project details, objectives, and how potential clients can contact us. Ensure the website is user-friendly and mobile-responsive. 5. Social Media Marketing: Promote the new contract on social media platforms where target clients are active. Share project updates, images, and relevant content to create anticipation and engagement. 6. Email Marketing: Send personalized emails to existing client base and leads, informing them about the new contract. Highlight the benefits and value we can offer. 7. Networking: Attend industry events, trade shows, and conferences to connect with potential clients. Build relationships with key decision-makers who may be interested in our services. 8. Local SEO: Optimize our website for local search engine optimization. Use relevant keywords and location-based SEO strategies to ensure we appear in local search results when clients are looking for playground equipment services in our areas. 9. Collaborate with Industry Partners: Partner with landscape architects, construction firms, or other industry professionals to expand our reach. They can refer clients to us or collaborate on projects. 10. Client Testimonials: Collect and display positive testimonials from past clients to build credibility and trust with potential clients. 11. Content Marketing: Create and share valuable content, such as blog posts, articles, and videos related to playground equipment, safety, and design. 12. Follow Up: Maintain open lines of communication with potential clients and respond promptly to inquiries. Provide the information and support they need to make an informed decision.
	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p>Playground Specialists team is extremely experienced in leveraging contracts with the public market. Our inhouse training program includes:</p> <ol style="list-style-type: none"> 1. Pre-Training Assessment: <ul style="list-style-type: none"> • Begin by assessing the existing knowledge and skills of the sales and customer service teams. Identify any gaps in their understanding of the new contract and related products or services. 2. Contract Overview: <ul style="list-style-type: none"> • Provide an in-depth overview of the new contract, including its scope, objectives, key features, and deliverables. Explain how it aligns with the company's overall goals and values. 3. Product and Service Knowledge: <ul style="list-style-type: none"> • Ensure that the sales team is well-versed in the company's playground equipment and services related to the contract. Cover product specifications, safety features, and customization options.

4. Customer Service Procedures:

- Train customer service representatives on the specific procedures and protocols related to the new contract, such as order processing, warranty claims, and support services.

5. Market Analysis:

- Equip the sales team with information on the market segment or target audience for the new contract. Discuss market trends, competitors, and the unique selling points of the company's offerings.

6. Sales Techniques:

- Provide sales training that focuses on effective selling techniques, such as consultative selling, objection handling, and relationship-building. Role-play scenarios to practice these skills.

7. Presentation Skills:

- Teach sales representatives how to deliver compelling presentations that highlight the benefits and features of the new contract. Provide them with presentation materials and templates.

8. Pricing and Contract Terms:

- Familiarize the sales team with pricing structures, payment terms, and any specific terms and conditions related to the contract. Ensure they can explain these details clearly to potential clients.

9. Product Knowledge Assessment:

- Conduct assessments or quizzes to evaluate the sales team's product knowledge and their ability to communicate the key features of the contract effectively.

10. Role-Specific Training:

- Tailor training sessions to the specific roles of sales representatives/project managers and customer service agents.

11. Mock Sales Scenarios:

- Create mock sales scenarios and customer service inquiries related to the new contract. Use role-playing exercises to help our teams practice their skills and apply their knowledge.

12. Ongoing Support and Feedback:

- Offer ongoing support through regular meetings, mentorship, and opportunities for team members to ask questions or seek clarification.

13. Feedback Mechanism:

- Create a feedback loop for the sales and customer service teams to provide input on what's working, what's not, and what additional training or resources they need.

		<p>14. Evaluation and Certification:</p> <ul style="list-style-type: none"> Conduct evaluations or assessments at the end of the training to ensure that team members have acquired the necessary knowledge and skills. Provide recognition for successful completion of the training.
	<p><i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i></p>	<p>Yes, we agree</p>
<p>Ability to manage a cooperative contract</p>	<p><i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i></p>	<p>Playground Specialists and each included dealer agency is 100% able to provide monthly sales reports as required for the Equalis Group</p>
	<p><i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i></p>	<p>Playground Specialists is the holder of the current H-GAC PR11-20 contract and also utilizes the current Sourcewell contract #010521-LTS thru PlayPower.</p>
<p>Commitment to supporting agencies to utilize the contract</p>	<p><i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i></p>	<p>If awarded this contract, Playground Specialists will immediately begin a marketing campaign designed to inform all new, existing, and targeted clients about the new contract. In addition to being promoted as a vehicle to satisfy the bid process for them, the contract will be shown as the most comprehensive contract available with the most complete catalog of products and services available at discounted prices!</p>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i></p>	<p>Playground Specialists employs 8 outside sales representatives/project managers throughout Maryland, Virginia, Washington DC, and West Virginia. See attachment J for Playground Specialists territory maps and contact info.</p> <p>Other dealer agencies included in this submission include:</p> <p>Dave Bang Associates – California & Arizona Playmore – Florida Midstates Recreation – Ohio, Michigan, Indiana, and Kentucky Northwest Playground Equipment – Washington, Oregon, Alaska, Hawaii, and Montana Playground Solutions of Texas – Texas Starr Recreation – Colorado & Wyoming Ultiplay – Massachusetts, Connecticut, Vermont, New Hampshire, Rhode Island, and Maine Next Generation Recreation – Missouri, Kansas, and Nebraska Pelican Playgrounds – Louisiana & Mississippi</p>

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

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. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

See attachment I

PROPOSAL FORM 4: CLEAN AIR WATER ACT

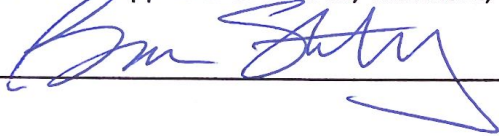
I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 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.

Potential Vendor: Playground Specialists, Inc.

Title of Authorized Representative: Brad Stokley – VP of Sales

Mailing Address: 29 Apples Church Road, Thurmont, MD 21788

Signature: _____




PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, 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: Playground Specialists, Inc.

Title of Authorized Representative: Brad Stokley – VP of Sales

Mailing Address: 29 Apples Church Road, Thurmont, MD 21788

Signature:  _____

PROPOSAL FORM 6: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

10/22/2023

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

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 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 Respondent 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 Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal 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 Respondent 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.


Signature of Respondent

10/22/2023
Date

**PROPOSAL FORM 8: 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 proposal, 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 proposal, 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 proposal 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.

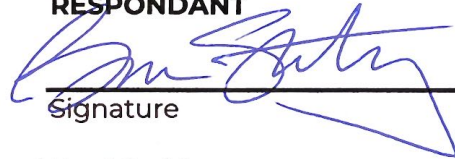
VENDOR – Playground Specialists, Inc.

ADDRESS - 29 Apples Church Road
Thurmont, MD 21788

PHONE - 800-385-0075

FAX - 301-271-9239

RESPONDANT



Signature

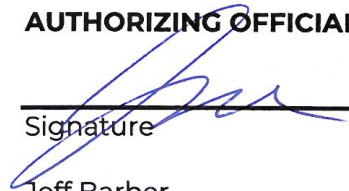
Brad Stokley

Printed Name

VP of Sales

Position with Company

AUTHORIZING OFFICIAL



Signature

Jeff Barber

Printed Name

President

Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	CERTIFICATION OF FILING
Playground Specialists, Inc. Thurmont, MD United States	Certificate Number: 2023-1095028
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	Date Filed: 11/15/2023
Education Service Center, Region 10	Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP# R10-1159
 Parks and Recreation Equipment and Related Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Brad Stokley, and my date of birth is 07/01/1979.

My address is 4825 Champlaine Drive, Jefferson, MD, 21755, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Frederick County, State of Maryland, on the 15th day of November, 2023.
(month) (year)



 Signature of authorized agent of contracting business entity
(Declarant)

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? 
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? 
(Initials of Authorized Representative)

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? 

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? 

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

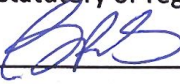
Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). 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.

(Initials of Authorized Representative)

8. Debarment and Suspension:

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 1966 Comp. p. 189) and 12689 (3CFR 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? 

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? 

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? 

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? 

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? 

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? 

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? BS

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? BS

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Playground Specialists, Inc.

Company Name

Brad Stokley

Signature of Authorized Company Official

Brad Stokley

Printed Name

VP of Sales

Title

10/22/2023

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Access to Records*

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? Yes
(Initials of Authorized Representative) 

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? Yes
(Initials of Authorized Representative) 

2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? Yes
(Initials of Authorized Representative) BBB

3. *Use of DHS Seal, Logo, and Flags*

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? Yes
(Initials of Authorized Representative) BBB

4. *Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding*

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? Yes
(Initials of Authorized Representative) BBB

5. *No Obligation by Federal Government*

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? Yes
(Initials of Authorized Representative) BBB

6. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? Yes
(Initials of Authorized Representative) BBB

7. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? Yes
(Initials of Authorized Representative) BBB

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? Yes

(Initials of Authorized Representative)



PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or subcontractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Signature of Respondent

10/22/2023

Date

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Playground Specialists, Inc.

Street: 29 Apples Church Road

City, State, Zip Code: Thurmont, MD 21788

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.


OR:

I Brad Stokley, an authorized representative of Playground Specialists, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Jeff Barber	11700 Whates Lane, Thurmont, MD 21788	100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.



Authorized Signature and Title

VP of Sales

10/23/2023
Date

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

N/A - NO sales in NJ

State of New Jersey

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey
My commission expires _____, 20____

SEAL

PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Playground Specialists, Inc.

Street: 29 Apples Church Road

City, State, Zip Code: Thurnont, MD 21788

N/A - no sales in NJ

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____

OR

2. A photo copy of their Certificate of Employee Information Report _____

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. *No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education* _____

B. *Approved Federal or New Jersey Plan – certificate enclosed* _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

VP of Sales
Authorized Signature and Title

10/22/2023
Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

N/A - no sales in NJ

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used "as-is", subject to edits as described herein.
 - e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Sole Proprietorship

Limited Liability Partnership

Limited Partnership

Subchapter S Corporation



Corporation

Limited Liability Corporation

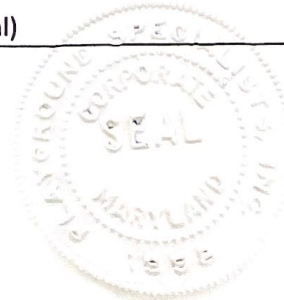
Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Jeff Barber	Name:
Home Address: 11700 Whates Lane Thurmont, MD 21788	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>15th</u> day of <u>November, 2023</u>	 _____ (Affiant)
(Notary Public) 	<u>Brad Stokley - Vice President of Sales</u> (Print name & title of affiant)
My Commission expires: <u>4/6/27</u>	(Corporate Seal)

Jennifer M. Ryan
Notary Public-Maryland
Frederick County
My Commission Expires
April 6, 2027



PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

**PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE**

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents 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.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

11/15/2023
Date

 Vice President of Sales
Authorized Signature & Title