



## COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

### AGREEMENT SUMMARY:

<b>1. Cooperative/Piggyback Name:</b>	Sourcewell
<b>2. Contractor:</b>	BCI Burke CO LLC & Authorized Burke Dealer, Specified Play Equipment Co (SPEC), for providing sales and services of BCI Burke products in Stockton, California
<b>3. Cooperative Agency Agreement Name and Agreement Number:</b>	Sourcewell contract 010521-BUR
<b>4. Cooperative Agency Initial Agreement Term:</b>	Start Date: 02/15/2021 End Date: 02/17/2025
<b>5. Cooperative Agency's Agreement-Options to extend:</b>	N/A
<b>6. Cooperative Agency Amended Term:</b>	N/A
<b>7. Cooperative Agency Remaining Options to Renew:</b>	N/A
<b>8. City of Stockton Cooperative Purchase Agreement Term:</b>	Start Date:12/20/2021 End Date: 02/17/2025
<b>9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:</b>	Not to Exceed \$250,000 for the term of the Agreement.

### AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Sourcewell contract 010521-BUR ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from 12/20/2021 through 02/17/2025 unless terminated earlier by the City.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor’s sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton’s sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for *playground equipment* available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$250,000 for the purchase of playground equipment. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

**CITY OF STOCKTON**

**Specified Play Equipment Co**

\_\_\_\_\_  
Harry Black, City Manager

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

ATTEST:

Title: \_\_\_\_\_

\_\_\_\_\_  
Eliza R. Garza CMC, City Clerk

*[If Contractor is a corporation, signatures must  
comply with Corporations Code §313]*

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
City Attorney,

\_\_\_\_\_  
Print name

Title: \_\_\_\_\_

SOURCEWELL COOPERATIVE PURCHASING AGREEMENT

010521-BUR

1. Summary
2. RFP and Addendums
3. Proof of Publication
4. Prop Opening Record
5. Pop Evaluation
6. Comment and Review
7. Contract
8. Resolution



## BCI Burke

Playground & Water Play Equipment

#010521-BUR

Maturity Date: 02/17/2025

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Products & Services



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## Products & Services

Sourcewell contract 010521-BUR gives access to the following types of goods and services:

- Playgrounds
- Recreation equipment
- Outdoor fitness
- Outdoor music
- Site amenities
- Swings
- Slides
- Climbers
- Playground design
- Overheads
- Obstacle course
- Outdoor classroom

Additional information can be found on the vendor-provided, nongovernment website at: [bciburke.com/resources/playground-funding-resources/sourcewell-purchasing-cooperative](http://bciburke.com/resources/playground-funding-resources/sourcewell-purchasing-cooperative)

Locate a Dealer

## Become a Member

Simply complete the online application or contact the Client Development team at [service@sourcewell-mn.gov](mailto:service@sourcewell-mn.gov) or 877-585-9706.

## Search Vendors & Contracts

[General Contracts](#)

[eziQC Contracts](#)

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**RFP #010521**  
**REQUEST FOR PROPOSALS**  
**for**  
**Playground and Water Play Equipment with Related Accessories and Services**

**Proposal Due Date: January 5, 2021, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

Public Notice of RFP Published:	November 10, 2020
Pre-proposal Conference:	December 3, 2020, 10:00 a.m., Central Time
Question Submission Deadline:	December 23, 2020, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>January 5, 2021, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	January 5, 2021, 6:30 p.m., Central Time **

\*\* SEE RFP SUB-SECTION V. G. "OPENING"

## I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

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

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

### B. USE OF RESULTING CONTRACTS

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

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

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;



- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

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

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

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

## **II. EQUIPMENT, PRODUCTS, AND SERVICES**

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

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

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

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

1. Sourcewell is seeking proposals for Playground and Water Play Equipment with Related Accessories and Services, including, but not to be limited to:

- a. Playground equipment, site furnishings, site amenities, and accessories;

- b. Water play and aquatic recreational structures and equipment, such as splash pads, waterparks, waterslides, playable fountains, ground sprays and activity towers;
  - c. Playground surfacing and fall protection, and water play and aquatic recreational surfacing; and,
  - d. Services related to the solutions described in subsections 1. a. - c. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include “service-only” solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.
2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
1. Athletic Surfacing with Related Materials, Supplies, Installation, and Services (RFP #060518)
  2. Athletic and Physical Education Equipment and Supplies with Related Accessories (RFP #071819)
  3. Flooring Materials, with Related Supplies and Services (RFP #080819)

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

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

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

### C. REQUIREMENTS

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

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

### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$70 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

### F. MARKETING PLAN

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

## G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

## III. PRICING

### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

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

#### B. ADMINISTRATIVE FEES

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

### IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

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

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

### V. RFP PROCESS

#### A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

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

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

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

#### C. ADDENDA

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

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

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

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

#### D. PROPOSAL SUBMISSION

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

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

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

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

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

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

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

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

#### F. PROPOSAL WITHDRAWAL

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

#### G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

### **VI. EVALUATION AND AWARD**

#### A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

#### B. AWARD(S)

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

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



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

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

### C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

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

### D. RIGHTS RESERVED

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

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;

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

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



11/12/2020

Addendum No. 1

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

We manufacture site amenities such as tables, bollards, benches, trash receptacles and more. We do not manufacture playgrounds or water play equipment. Based on this, can we bid as a provider of the equipment and installation of our product scope?

**Answer 1:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services).

**Question 2:**

Do we need to be able to provide all the items listed in the Requested Equipment, Products, or Services to respond to the RFP?

**Answer 2:**

Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed ... to the largest possible cross-section of Sourcewell current and future Participating Entities." A proposer is not required to offer all possible products or services within the scope of the solicitation to be considered for award.

Only those products and services within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/12/2020, is required at the time of proposal submittal.



11/13/2020

Addendum No. 2

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

We are a manufacturer's representative in New York. Will that disqualify us from an award?

**Answer 1:**

A proposer is not required to cover every geographic region to be considered for award. Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell Participating Entities. Refer to the RFP Article on Participating Entities and Use of the Resulting Contracts for details. Each proposal is evaluated based on the criteria stated in the RFP.

**Question 2:**

Are you looking for pour in place rubber surfacing? This will be hard to provide, as it is dependent on the equipment being used for fall height and location of the playground or park.

**Answer 2:**

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A proposer can propose its entire line of equipment, products, and services falling within the scope of the RFP. Section II. B. of the RFP addresses the Requested Equipment, Products, or Services for this solicitation.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/13/2020, is required at the time of proposal submittal.



11/19/2020

Addendum No. 3

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

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

---

**Question 1:**

Is this RFP the same as the previous Recreation and Playground Equipment, Accessories, and Supplies contract that expires on 4/14/21?

**Answer 1:**

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

---

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/19/2020, is required at the time of proposal submittal.



12/7/2020

Addendum No. 4

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

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

---

**Question 1:**

We are a manufacturer with dealers and sales partners in many states and provinces. If awarded a contract, are we able to assign the contract to the local partner so that we do not need to be registered to collect tax in every state and province?

**Answer 1:**

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “... If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell Participating Entities and satisfy all the requirements of the RFP and the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

For additional detail on the requirement for awarded suppliers with respect to distributor/dealer networks, refer to Sourcewell Contract Template Section 2. C. – Dealers, Distributors, and/or Resellers.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/7/2020, is required at the time of proposal submittal.





12/18/2020

Addendum No. 5

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

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

---

**Question 1:**

Is Table 5 required for submission? Will bid be considered incomplete without it?

**Answer 1:**

It is left to the discretion of each proposer to determine the documentation necessary to satisfy all the requirements included in the questionnaire tables. All proposals are evaluated based on the criteria as stated in the RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/18/2020, is required at the time of proposal submittal.



12/22/2020

Addendum No. 6

Solicitation Number: RFP 010521

Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Can we email our financial statements to a procurement representative for review rather than submitting in the portal?

**Answer 1:**

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.) It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

**Question 2:**

Are you selecting multiple suppliers for award?

**Answer 2:**

Refer to RFP Section VI. - EVALUATION AND AWARD, subsections A. and B., for information regarding Sourcewell's intent with respect to awards. No limit (floor or ceiling) on the number of awards has been imposed.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/22/2020, is required at the time of proposal submittal.



## Solicitation Setting

EXHIBIT 1



✓ Invite Bidders	No
✓ Evaluate Response online	No
✓ Internal Approval	No
✓ Enable Collaboration with other Users	No

## Solicitation Details



## Mandatory Information

Solicitation Type	RFP	Solicitation Number	010521
Solicitation Name	Playground and Water Play Equipment with Related Accessories and Services	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

## Internal Information (For Internal Use Only)

Procurement Title/Project Name 010521 Playground and Water Play Equipment

## Advertisement



## Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$280,000,000.00
Publish Date	11/10/2020	Closing Date & Time	01/05/2021 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

## Selected Categories

Construction	
Parks/ Recreational Facilities	Playgrounds Structures/Equipment, Parks And Recreational Facilities, Pools, Skate Park Systems, Arenas, Graveyards, Golf Courses, Etc. Upgrades And Maintenance, bleachers, Cemeteries and Graveyards, playground equipment, Bus Shelters etc



## Solicitation Overview



## Playground and Water Play Equipment with Related Accessories and Services

010521

Closing Date: 01/05/2021 04:30:00 PM CT

## Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

## Additional Recipients

Once the posting is approved, an e-mail will be sent to the following recipient(s).

## Email Address

carol.jackson@sourcewell-mn.gov

## View Details

Click here to return to the Sourcewell Procurement Portal home page.

[Bids Homepage](#) [Find more bids](#) [Create Account](#) [Login](#)

Bid Details

[Submit a Question](#)
[Register for this Bid](#)
[Download Bid Documents](#)

---

**Bid Classification:** Goods

**Bid Type:** RFP - General

**Bid Number:** RFP 010521

**Bid Name:** Playground and Water Play Equipment with Related Accessories and Services

**Bid Status:** Open

**Bid Closing Date:** Tue Jan 5, 2021 4:30:00 PM (CST)

**Question Deadline:** Wed Dec 23, 2020 4:30:00 PM (CST)

**Time-frame for delivery or the duration of the contract:** Four years, with possible extension as stated in the bid documents

**Negotiation Type:** Refer to project document

**Condition for Participation:** Refer to project document

**Electronic Auctions:** Not Applicable

**Language for Bid Submissions:** English unless specified in the bid document

**Submission Type:** Online Submissions Only

**Submission Address:** Online Submissions Only

**Public Opening:** No

**Description:** Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [\[https://portal.sourcewell-mn.gov\]](https://portal.sourcewell-mn.gov). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Bid Document Access:** Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.

**Categories:** [Show Categories \[+\]](#)

## Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be provided to registered plan takers by email two business days prior to the web conference.	Thursday December 3, 2020 10:00 AM to 11:00 AM (CST)	No	

Documents	File Name	Pages
	<b>RFP_010521_Playground_Water_Play_Equipment</b> Wednesday November 4, 2020 02:58 PM	12 <a href="#">Download</a>
	<b>RFP_010521_Playground_Water_Play_Equipment_Contract_Template</b> Wednesday November 4, 2020 03:00 PM	17 <a href="#">Download</a>

[Addenda](#)

No Addenda Available ...

OPEN

## Playground and Water Play Equipment with Related Accessories and Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Important Dates

Pre-Proposal Conference:  
**December 3, 2020 at 10:00 am CST**

Proposals Due:  
**January 5, 2021 at 4:30 pm CST**

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)

AFFIDAVIT OF PUBLICATION

DJC



11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579  
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**Case Number: NOT PROVIDED**

**Playground and Water Play Equipment with Related Accessories and Services  
Sourcewell; Bid Location Staples, MN, Todd County; Due 01/05/2021 at 04:30 PM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2020

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE **11th** DAY OF **November, 2020**

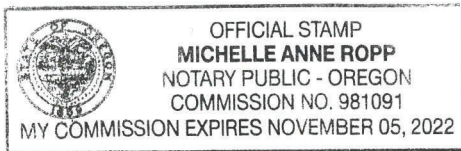
*N. Bjork*

**Nick Bjork**

*Michelle A. Ropp*

Notary Public-State of Oregon

**SOURCEWELL  
PLAYGROUND AND WATER PLAY  
EQUIPMENT WITH RELATED  
ACCESSORIES AND SERVICES  
Proposals Due 4:30 pm,  
January 5, 2021  
REQUEST FOR PROPOSALS**  
Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.  
Published Nov. 11, 2020. 11934843



**Carol Jackson**  
**Sourcewell**  
202 12th St NE  
Staples, MN 56479-2438

Order No.: 11934843  
Client Reference No:

## Notice

## Basic Information

**Estimated Contract Value (CAD)** \$280,000,000.00 (Not shown to suppliers)  
**Reference Number** 0000186628  
**Issuing Organization** Sourcewell  
**Owner Organization**  
**Solicitation Type** RFP - Request for Proposal (Formal)  
**Solicitation Number** 010521  
**Title** Playground and Water Play Equipment with Related Accessories and Services  
**Source ID** PP.CO.USA.868485.C88455

## Details

**Location** All of Canada, All of Canada  
**Purchase Type** Term: 2021/03/01 01:00:00 AM EST - 2025/02/28 01:00:00 AM EST  
**Description** Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

## Dates

**Publication** 2020/11/10 08:10:48 AM EST  
**Question Acceptance Deadline** 2020/12/23 05:30:00 PM EST  
**Questions are submitted online** No  
**Bid Intent** Not Available  
**Closing Date** 2021/01/05 05:30:00 PM EST

**Prebid Conference** 2020/12/03 11:00:00 AM EST

## Contact Information

Procurement Department  
 218-894-1930  
[rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

## Pre-Bidding Events

**Event Type** Prebid Conference  
**Attendance** Recommended  
**Event date** 2020/12/03 11:00:00 AM EST  
**Location** Online Conference  
**Event Note** Login information will be emailed two business days prior to the event.

## Bid Submission Process

**Bid Submission Type** Electronic Bid Submission  
**Pricing** In attached document  
**Pricing** In attached document  
**Bid Documents List**

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

## Categories

### Selected Categories

GSIN Category (1)	
G	<b>Goods</b> Goods
N78	<b>Recreational And Athletic Equipment</b> Recreational And Athletic Equipment
N7830C	<b>PLAYGROUND EQUIPMENT</b> PLAYGROUND EQUIPMENT
MERX Categories (2)	
C	<b>Construction</b> Construction
C	<b>Construction Services</b> Construction Services
G	<b>Goods</b> Goods
G6	<b>Construction Products</b> Construction Products
UNSPSC Categories (2)	
49000000	<b>Sports and Recreational Equipment and Supplies and Accessories</b>
49240000	<b>Recreation and playground and swimming and spa equipment and supplies</b>
49241500	<b>Playground equipment</b>
49241600	<b>Recreational equipment</b>



USA TODAY NETWORK HEISMAN SURVEY

Ohio State quarterback Fields impressing trophy voters as Jones leads

Justin Fields is closing fast in the Heisman race. The Ohio State quarterback vaulted into second place in this week's USA TODAY Network survey.

Alabama quarterback Mac Jones continues to hold the lead with a majority of first-place mentions. But with the Crimson Tide in an open date and Clemson's Trevor Lawrence unable to play because of COVID-19 protocols, Fields made a big move thanks to another ultra-efficient passing day in the Buckeyes' win against Rutgers. Through three games, Fields has thrown as many TD passes, 11, as incompletions. He was listed second by over half of the 22 survey participants who work for USA TODAY Network properties and have official Heisman votes.

Lawrence, who won't return to action until Clemson's next game Nov. 21 against Florida State, is now in a close battle for third with two other prolific passers, Florida's Kyle Trask and Zach Wilson of BYU.

Jones' teammate, running back Najee Harris, who shares the national lead with 14 rushing TDs, remains on the radar. In all, nine players appeared on ballots this week. Iowa State running back Brecee Hall and Liberty quarterback Malik Willis were named for the first time this season.



Ohio State's Justin Fields has 11 touchdown passes. JOSEPH MAIORANA/USA TODAY SPORTS

— Eddie Timanus

Table with columns: Player, school, position, year, 1st, 2nd, 3rd, Pts. Lists names like Mac Jones, Justin Fields, Trevor Lawrence, Kyle Trask, Zach Wilson, Najee Harris, Brecee Hall, Kellen Mond, Malik Willis.

COLLEGE FOOTBALL CONFERENCE STANDINGS

Large table showing conference standings for American Athletic, Atlantic Coast, Big 12, Big South, Big Ten, Big Ten East, Big Ten West, Mountain West, Mountain West West, Mountain West East, Ohio Valley, Pacific-12, Sun Belt, Southeastern, South, and Southwest. Columns include Conference, All Games, W, L, T, Pct.

Newcomers lurk on edge of playoff

Paul Myerberg  
USA TODAY

Notre Dame's 47-40 win against Clemson sends the Fighting Irish rising in the projected College Football Playoff rankings and creates a plausible scenario in which two teams from the Atlantic Coast Conference end up in the national semifinals.

Let's begin with Notre Dame. Beating the Tigers puts the Irish at the front of the line in the ACC and creates enough wiggle room to lose once and still get into the playoff, especially if that loss comes to Clemson.

There will very likely be a rematch between the two teams in the ACC championship game. By winning the second matchup, Clemson would enter the postseason as a one-loss Power Five champion with enough of a recent track record to sail into the semifinals.

But the Irish would also be in possession of a strong case for the top four under this condition: Notre Dame wins out the rest of the way and loses only to the Tigers.

Another pathway to the playoff with one loss - let's say it comes at North Carolina on Nov. 27 - would require beating Clemson twice in one season. If obviously possible, the rematch would see the Tigers closer to full strength, with Trevor Lawrence back at quarterback and James Skalski and Tyler Davis back on defense.

For the first time in the history of the postseason format, the ACC might occupy the spotlight in determining the makeup of the playoff.

Here's how the top four would look today, followed by the four teams just on the outside:

1. Alabama: No longer the winner-take-all matchup some might've expected in the preseason, Alabama's scheduled game against LSU this week is instead a pairing of the nation's No. 2 offense against the No. 16 defense.

2. Notre Dame: Prior to Saturday night, Notre Dame's last win against a No. 1 opponent came against Florida State in 1993. The Irish followed that with a shocking 41-39 loss to Boston College. Up next for the Irish: BC.

3. Ohio State: In 20 games with Ryan Day as the permanent head coach, the Buckeyes have scored 72 touchdowns on 93 trips to the red

zone, a 77.4% touchdown rate.

4. Clemson: When was the last time Clemson allowed 500 yards of offense to an ACC opponent? Louisville in 2016. The last time Clemson allowed at least 200 yards rushing and 300 passing? Against Georgia to open the '13 season.

Lurking

5. Texas A&M: The Aggies' 7.36 yards per play in Saturday's 48-3 win against South Carolina was the program's highest per-play average against a Southeastern Conference opponent under Jimbo Fisher.

6. Florida: Kyle Trask played his way into Heisman Trophy contention after throwing for four TDs in the big win against Georgia, making him the first quarterback in SEC history to toss at least four scores in five games in a row.

7. Cincinnati: The Bearcats limited Houston to 282 yards of offense and 3.3 yards per carry in the latest dominant performance from one of the nation's best defenses.

8. Indiana: A combined 2-61 since 1968 against Penn State and Michigan, the Hoosiers are 2-0 against those blue bloods in 2020 and on the verge of the program's most successful finish since 1967.

At this point, there's no team worthy of moving ahead of Clemson and into the top four. Along with the fact that it took two overtimes, a factor to consider when weighing how the Tigers will be viewed for the playoff is how the selection committee will weigh the miss piece during Saturday's loss.

Will the committee give Clemson credit for nearly committing without Lawrence under center? Maybe, though the fact that D.J. Ujaalelei set a single-game record for passing yards against Notre Dame does damage to that case.

The losses on defense were far more important. Down pieces up front, multiple linebackers and hurting for proven depth, Clemson's typically outstanding unit was eventually worn down by Ian Book and the Notre Dame offense.

Brigham Young will also test the committee. Beating Boise State handily helps the Cougars' case, but the committee won't be too impressed by the team's overall strength of schedule. In the end, however, BYU's high quality of play could be too much to ignore.



Notre Dame linebacker Jeremiah Owusu-Koramoah celebrates a touchdown against Clemson on Saturday night. MATT CASHORE/USA TODAY SPORTS

MARKETPLACE TODAY

To view more Classified listings, visit: classifieds.usatoday.com

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

NOTICES PUBLIC NOTICE Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities.

PUBLIC NOTICE Request for Proposal (RFP) E&I Cooperative Services, Inc. invites the submission of sealed proposals for: RFP#683493 for Premium Office Furniture. Proposals are due by 1:00 ET on Monday, December 14th, 2020.

BUSINESS INVESTMENTS INSURED! 30% APR PAID! P&I PAID MONTHLY! \$4500 INVESTMENT! SECURED! SHORT TERM! BBB Rating A+. Call Ralph 228-224-8492.

FINANCIAL SERVICES Bitcoin up 103% in 2020! And this is just the beginning! 1 video gets you started today! THE COVID crisis has cost us all something.

MARKETPLACE HEALTH / FITNESS TALCUM POWDER SETTLEMENT If you or a loved one has been diagnosed with ovarian cancer after using talcum based products you may be entitled to significant compensation. 800-208-3526

# EXHIBIT 1

## NOTICES

### PUBLIC NOTICE

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Playground and Water Play Equipment with Related Accessories and Services** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>.

*Only proposals submitted through the Sourcewell Procurement Portal will be considered.*

**Proposals are due no later than January 5, 2021, at 4:30pm Central Time, and late proposals will not be considered.**

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

[Switch to Vendor View]

Bid Type **RFP**

Bid Number **010521**

Title **Playground and Water Play Equipment with Related Accessories and Services**

Start Date **Nov 10, 2020 7:22:02 AM CST**

End Date **Jan 5, 2021 4:30:00 PM CST**

Agency **Sourcewell**

Bid Contact **Chris Robinson**  
 (218) 895-4168  
 rfp@sourcewell-mn.gov  
 202 12th Street NE  
 P.O. Box 219  
 Staples, MN 56479-0219

**Access Reports**

View reports on who has been notified of the bid or accessed it.  
 [Notification report] [Access report]

**Questions**

0 Questions  
 0 Unanswered  
 [View/Ask Questions]

**Edit Bid**

[Create Addendum]

**Description**

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprof, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Pre-Bid Conference**

Date **Dec 3, 2020 10:00:00 AM CST**

Location **Online Conference**

Notes **Login information will be emailed two days prior to the event.**

**Documents**

No Documents for this bid



## AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004803353	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

**Attention:** Carol Jackson

SOURCEWELL  
PO BOX 219  
STAPLES, MN 56479

### REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.  
4803353

**State of South Carolina**

**County of Richland**

I, Michelle Long, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

November 10, 2020

Michelle Long  
Inside Classified Accounts  
Representative

Subscribed and sworn to before me on this 19th day of November in the year of 2020

Amy L. Robbins  
Notary Public for South Carolina  
My Commission Expires:  
November 27, 2022

*"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."*



# The New York State Contract Reporter

*NYS' official source of contracting opportunities  
Bringing business and government together*

EXHIBIT 1  
This document printed  
Monday, 11/09/2020

## Contracting Opportunity

\*\*\* This ad has not been published. It has been reviewed and pending publication. \*\*\*

**Title:** Playground and Water Play Equipment with Related Accessories and Services  
**Agency:** Sourcewell  
**Division:** Procurement Department  
**Contract Number:** 010520  
**Contract Term:** 4 years, with potential 1 year extension  
**Date of Issue:** 11/10/2020  
**Due Date/Time:** 01/05/2021 4:30 PM  
Central Time  
**County(ies):** All NYS counties  
**Classification:** Educational & Recreational - *Commodities*  
**Opportunity Type:** General  
**Entered By:** Chris Robinson  
**Description:** Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.  
**Service-Disabled Veteran-Owned Set Aside:** No

## Contact Information

**Primary contact:** Sourcewell  
Procurement Department  
Kim Austin  
Procurement Lead Analyst  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4161  
kim.austin@sourcewell-mn.gov

**Submit to contact:** Sourcewell  
Procurement Department  
Kim Austin  
Procurement Lead Analyst  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4161  
kim.austin@sourcewell-mn.gov

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## Opportunity Notice

### Playground and Water Play Equipment with Related Accessories and Services

#### Opportunity Information

**Organization:** Rural Municipalities of Alberta (RMA)  
**Organization Address:** www.rmalberta.com  
**Reference Number:** AB-2020-06364  
**Solicitation Number:** AB-2020-06364  
**Solicitation Type:** Request for Proposal  
**Posting (MM/dd/yyyy):** 11/10/2020  
 10:00:00 AM Alberta Time  
**Closing (MM/dd/yyyy):** 01/05/2021  
 03:30:00 PM Alberta Time  
**Last Update (MM/dd/yyyy):** 11/09/2020  
 12:51:21 PM Alberta Time  
**Agreement Type:** NWPTA/TILMA & CFTA & CETA  
**Region of Opportunity:** Open  
**Region of Delivery:** Alberta  
**Opportunity Type:** Open & Competitive  
**Commodity Codes:**  
 N7830C: PLAYGROUND EQUIPMENT  
 N7810B: SWIMMING POOL EQUIPMENT  
 5162B: Sprinkler Systems, Installation and Repair

**Category:** Goods

This opportunity is now closed.

[View Bid Package](#)

[View Interested Vendors \(Bidders\)](#)

**APC "Opportunity Notices"** This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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4770 S. 5600 W.  
WEST VALLEY CITY, UTAH 84118  
FED.TAX I.D.# 87-0217663  
801-204-6910

Deseret News



EXHIBIT 1  
The Salt Lake Tribune

PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

SOURCEWELL,  
Accounting Dept  
PO BOX 219

STAPLES MN 56479

ACCOUNT NUMBER

9001496962

DATE

11/14/2020

ACCOUNT NAME

SOURCEWELL,

TELEPHONE

2188945483

ORDER # / INVOICE NUMBER

0001303517 /

PUBLICATION SCHEDULE

START 11/10/2020 END 11/10/2020

CUSTOMER REFERENCE NUMBER

Sourcewell RFP for Advertisement (Playground and Water Play Equi

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agenc

SIZE

36 LINES 1 COLUMN(S)

TIMES

3

TOTAL COST

83.12

REQUEST FOR PROPOSALS  
Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.  
1303517 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play E** FOR **SOURCEWELL**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 11/10/2020 End 11/10/2020

DATE 11/14/2020

SIGNATURE \_\_\_\_\_

STATE OF UTAH )

COUNTY OF SALT LAKE )

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 14TH DAY OF NOVEMBER IN THE YEAR 2020

BY LORAIN GUDMUNDSON.



NOTARY PUBLIC SIGNATURE





## Proposal Opening Record

Date of opening: January 5, 2021

Sourcewell posted Request for Proposal #010521, for the procurement of Playground and Water Play Equipment with Related Accessories and Services, on the Sourcewell Procurement Portal [[proportal.sourcewell-mn.gov](http://proportal.sourcewell-mn.gov)] on Tuesday, November 10, 2020, and the solicitation remained in an open status within the portal until January 5, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on January 5, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #010521 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

ABC WATER PRODUCTS, INC. - Submitted 12/30/20 at 6:37:54 AM  
AquaWorx, Inc. - Submitted 1/04/21 at 9:14:51 AM  
BCI Burke Company, LLC - Submitted 1/05/21 at 9:24:22 AM  
Berliner Seilfabrik Play Equipment Corporation - Submitted 1/05/21 at 3:15:28 PM  
Columbia Cascade Company - Submitted 1/05/21 at 1:59:57 PM  
CXT, Inc. - Submitted 1/04/21 at 1:19:37 PM  
Ecore International - Submitted 12/22/20 at 3:42:29 PM  
Henderson Recreation Equipment, Limited - Submitted 1/04/21 at 8:53:07 AM  
Industrial Shadeports, Inc. - Submitted 1/05/21 at 8:58:33 AM  
Keystone Ridge Designs, Inc. - Submitted 1/04/21 at 2:46:38 PM  
Landscape Structures, Inc. - Submitted 1/05/21 at 2:56:03 PM  
North West Rubber - Submitted 1/05/21 at 12:18:57 PM  
PlayPower - Submitted 1/05/21 at 4:13:14 PM  
Prophet Corp. - Submitted 1/05/21 at 1:25:02 PM  
Public Restroom Company - Submitted 1/04/21 at 7:45:28 PM  
Raindrop Products, LLC - Submitted 1/05/21 at 12:46:52 PM  
Rubbercycle, LLC - Submitted 1/04/21 at 7:20:16 PM  
Ry-Lecia Corp. - Submitted 12/23/20 at 7:22:41 AM

Saris Cycling Group - Submitted 1/05/21 at 2:09:39 PM  
SofSurfaces, Inc. - Submitted 1/05/21 at 12:39:03 PM  
The Fountain People - Submitted 1/05/21 at 2:44:21 PM  
The Recreational Group - Submitted 1/05/21 at 9:18:30 AM  
TLMV, Inc. dba American Fence Company - Submitted 1/05/21 at 3:10:39 PM  
Vortex USA - Submitted 1/05/21 at 7:40:03 AM  
Waterplay Solutions - Submitted 1/05/21 at 1:13:40 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on January 5, 2021, at 4:31:19 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:  
*Kim Austin*  
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Kim Austin, CPPB, Procurement Lead Analyst

DocuSigned by:  
*Carol Jackson*  
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Carol Jackson, Procurement Analyst



Proposal Evaluation  
 Playground and Water Play Equipment with Related Accessories and Services RFP #010521

	ABC WATER PRODUCTS INC	AquaWorks, Inc.	BCI Burke Company, LLC	Bedliner Seilfabrik Play Equipment Corporation	Columbia Cascade Company	COT Inc	Ecore International	Henderson Recreation Equipment Limited	Industrial Shadeports Inc.	Keystone Ridge Designs, Inc.	Landscape Structures Inc.	North West Rubber	PlayPower
Conformance to RFP Requirements	50	32	39	37	37	35	37	41	35	43	44	41	43
Pricing	400	322	335	329	278	344	321	322	334	336	330	325	342
Financial Viability and Marketplace Success	75	49	54	66	54	51	60	57	52	62	66	56	68
Ability to Sell and Deliver Service	100	69	81	83	71	78	78	78	65	81	83	80	87
Marketing Plan	50	36	42	43	35	37	38	37	42	42	43	37	44
Value Added Attributes	75	45	59	65	57	63	63	61	62	62	67	56	67
Warranty	50	42	43	44	42	39	40	44	43	42	42	41	43
Depth and Breadth of Offered Equipment, Products, or Services	200	156	155	166	147	148	141	154	135	144	177	138	178
Total Points	1,000	751	808	838	721	742	777	794	764	813	852	774	872
<b>Rank Order</b>	<b>20</b>	<b>10</b>	<b>10</b>	<b>5</b>	<b>23</b>	<b>14.5</b>	<b>16</b>	<b>13</b>	<b>19</b>	<b>8</b>	<b>2</b>	<b>17</b>	<b>1</b>

	Public Restroom Company	Raindrop Products LLC	Rubbercycle LLC	Ry-Lecia Corp	Saris Cycling Group	SoftSurfaces, Inc.	The Fountain People	The Recreational Group	TLMV Inc dba American Fence Company	Vortex USA	Waterplay Solutions
Conformance to RFP Requirements	50	38	41	36	43	333	36	41	37	41	44
Pricing	400	316	343	259	328	333	311	345	307	298	341
Financial Viability and Marketplace Success	75	62	64	51	56	62	60	57	49	64	64
Ability to Sell and Deliver Service	100	73	83	60	74	85	76	76	62	84	82
Marketing Plan	50	43	45	30	40	44	40	40	42	43	43
Value Added Attributes	75	61	66	34	60	65	58	58	52	62	67
Warranty	50	43	43	37	41	46	43	42	42	40	42
Depth and Breadth of Offered Equipment, Products, or Services	200	130	151	136	115	148	157	147	134	166	164
Total Points	1,000	766	851	797	750	828	721	809	720	793	807
<b>Rank Order</b>	<b>7</b>	<b>18</b>	<b>3</b>	<b>23</b>	<b>21</b>	<b>6</b>	<b>14.5</b>	<b>9</b>	<b>24</b>	<b>21</b>	<b>4</b>

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 Kim Austin  
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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:  
 Michael Muñoz  
 09220E24D03E445

Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:  
 Carol Jackson  
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Carol Jackson, Procurement Analyst

DocuSigned by:  
 Beverly Hoemberg  
 8584C13F1E84C7

Beverly Hoemberg, Procurement Analyst



**COMMENT AND REVIEW**  
to the  
REQUEST FOR PROPOSAL (RFP) #010521  
Entitled

**Playground and Water Play Equipment with Related Accessories and Services**

The following advertisement was placed November 10, 2020 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov), Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter [www.nyscr.ny.gov](http://www.nyscr.ny.gov), PublicPurchase.com, and November 11, 2020 in Oregon's *Daily Journal of Commerce*:

*Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

1 Stop Playgrounds, Ltd.	NZL Equipment
A-Citywide Glass, Inc.	Park N Play Design Co., Ltd.
ABC WATER PRODUCTS, INC.	PARKNPOOL CORPORATION
Americana Building Products, Inc.	Playground Planners
Anderson Irrigation Co, Inc.	PlayPower
AquaWorx, Inc.	PlayQuest Recreation
BCI Burke Company, LLC	PlayWorks, Inc.
Berliner Seilfabrik Play Equipment Corporation	Prophet Corp.
Bliss Products and Services, Inc.	Public Restroom Company
Blue Imp Playgrounds	Rain Drop Products
Columbia Cascade Company	Raindrop Products, LLC
CXT, Inc.	Redwood Plastics and Rubber Corp.
Ecore International	Regina Construction Association
Evoqua Water Technologies	Romtec, Inc.

G.L.V. Travellers, Inc.	Rubbercycle, LLC
GameTime	Ry-Lecia Corp.
Green Roots Play Equipment, Inc.	Saris Cycling Group
Green Site, LLC	Shade Systems, Inc.
Happy Playgrounds	SofSurfaces, Inc.
Henderson Recreation Equipment, Limited	Softline Solutions AB, Inc.
Hercules Poly	Southern Bleacher Company, Inc.
Industrial Shadeports, Inc.	The Fountain People
IntelliGreen Services, LLC	The Recreational Group
J. Oliver Construction, LLC	The Tools Man, Inc.
Keystone Ridge Designs, Inc.	TLMV, Inc. dba American Fence Company
KYA Services, LLC	Twins Contracting and Supplies, LLC
Landscape Structures Inc.	Vantage Vehicle International, Inc.
Natural Playgrounds Shop, LLC	Vortex USA
No Fault, LLC	Waterplay Solutions
North West Rubber	

All Proposals remained sealed within the Sourcwell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcwell Procurement Portal, on January 5, 2021 at 4:31:19 pm CT. Proposals were received from the following:

ABC WATER PRODUCTS, INC.  
 AquaWorx, Inc.  
 BCI Burke Company, LLC  
 Berliner Seilfabrik Play Equipment Corporation  
 Columbia Cascade Company  
 CXT, Inc.  
 Ecore International  
 Henderson Recreation Equipment, Limited  
 Industrial Shadeports, Inc.  
 Keystone Ridge Designs, Inc.  
 Landscape Structures, Inc.  
 North West Rubber  
 PlayPower  
 Prophet Corp.  
 Public Restroom Company  
 Raindrop Products, LLC  
 Rubbercycle, LLC  
 Ry-Lecia Corp.  
 Saris Cycling Group  
 SofSurfaces, Inc.  
 The Fountain People  
 The Recreational Group  
 TLMV, Inc. dba American Fence Company  
 Vortex USA  
 Waterplay Solutions

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst  
Carol Jackson, Procurement Analyst  
Michael Muñoz, CPPB, Procurement Analyst  
Beverly Hoemberg, Procurement Analyst

**The findings of the Proposal Evaluation Committee are summarized as follows:**

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

BCI Burke Company, LLC, is a manufacturer of playground equipment and safety surfacing. They are providing turnkey playground solutions and shade structures. Their products are made available to Sourcewell Participating Entities across the USA and Canada by 30 representative firms. BCI Burke is a participant in the U.S. Environmental Protection Agency's (EPA) Green Power Program. BCI Burke is offering tiered discount rates on all playground equipment and safety surfacing and flat discounts from MSRP on all shade products.

Landscape Structures, Inc., is an employee owned manufacturer of standard and custom playground equipment, site amenities, and shade products. They also offer splashpads through a partnership with Aquatix. These products are being provided as a materials-only or a turnkey solution through a network of 36 representatives across the United States. All products and services are offered at considerable discounts off the standard list price to Sourcewell Participating Entities.

PlayPower is a manufacturer of playground equipment, park and site amenities, fabric shade structures, surfacing products, and indoor play structures under the Little Tikes Commercial, Miracle Recreation, Playworld, Soft Play, USA Shade, Wabash Valley, and No Fault brands. PlayPower maintains a large distribution force delivering sales and service throughout the United States and Canada. They offer Participating Entities financing options and a solid discount off list price.

Raindrop Products, LLC, is a small business entity that manufactures splash pads, spray park slides, zero depth play features, water play structures, and decorative fountains. The "on-demand" technology used in their water features encourages water conservation. With support from an internal sales force, independent dealers, and service providers, they can provide sales and service across the United States and Canada. Raindrop Products offers a competitive discount off MSRP to Sourcewell Participating Entities.

SofSurfaces, Inc., manufactures and distributes tile surfacing products for fall protection on playgrounds. SofSurfaces will be able to serve Sourcewell participating entities with a dealer network made up of 30 independently owned organizations for sales and distribution throughout the United States and Canada. SofSurfaces offers financing for purchases exceeding minimum thresholds and Sourcewell Participating Entities are offered a significant discount off MSRP prices.

Waterplay Solutions is a manufacturer of water play systems, free-standing water play equipment, ground sprays and fountains, activity towers, shade, and surfacing. Waterplay Solutions is prepared to serve Sourcewell Participating Entities across the United States and Canada through their extensive dealer network. Waterplay

Solutions is a certified woman-owned business through WBE Canada. They offer financing options to Sourcewell Participating Entities and a solid discount off MSRP pricing.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #010521 to:

BCI Burke Company, LLC	010521-BUR
Landscape Structures	010521-LSI
PlayPower	010521-LTS
Raindrop Products LLC	010521-RDP
SofSurfaces Inc.	010521-SFS
Waterplay Solutions	010521-WTR

The preceding recommendations were approved on February 15, 2021.

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Kim Austin, MBA, CPPB, Procurement Lead Analyst

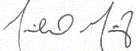
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Carol Jackson, Procurement Analyst

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Michael Muñoz, CPPB, Procurement Analyst

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Beverly Hoemberg, Procurement Analyst

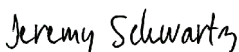
### STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #010521 for Playground and Water Play Equipment with Related Accessories and Services.**

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

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Jeremy Schwartz, CSSBB, CPPO  
Chief Procurement Officer



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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and BCI Burke Company, LLC, 727 Northwest Way, Fond du Lac, WI 54937 (Vendor).

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

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

**1. TERM OF CONTRACT**

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

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

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

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

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

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



- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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

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

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



**22. CANCELLATION**

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

Sourcwell

BCI Burke Company, LLC

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 2/15/2021 | 10:34 PM CST

DocuSigned by:  
*Doug Pietrowski*  
5E49EAF153C543E...  
By: \_\_\_\_\_  
Doug Pietrowski  
Title: Chief Financial Officer  
Date: 2/15/2021 | 1:06 PM PST

Approved:

DocuSigned by:  
*Chad Coauette*  
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By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
Date: 2/15/2021 | 10:45 PM CST

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

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## Vendor Details

Company Name: BCI Burke Company, LLC  
Does your company conduct business under any other name? If yes, please state: WI  
Address: 727 Northwest Way  
Fond du Lac, WI 54935  
Contact: Marianne Larson  
Email: mlarson@bciburke.com  
Phone: 920-933-6701  
HST#:

## Submission Details

Created On: Thursday November 12, 2020 10:17:31  
Submitted On: Tuesday January 05, 2021 09:24:22  
Submitted By: Jessica Westphal  
Email: jwestphal@bciburke.com  
Transaction #: 496579f6-aad4-4995-b61d-21d352c781ce  
Submitter's IP Address: 24.196.128.114

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	BCI Burke Company, LLC
2	Proposer Address:	727 Northwest Way Fond du Lac, WI 54937
3	Proposer website address:	www.bciburke.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Doug Pietrowski, Chief Financial Officer, 727 Northwest Way, Fond du Lac, WI 54937 dpietrowski@bciburke.com (920) 921-9220
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marianne Larson, Sales Support Manager, 727 Northwest Way, Fond du Lac, WI 54397, mlarson@bciburke.com, (920) 933-6701
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jessica Westphal, Sales Support Coordinator 727 Northwest Way, Fond du Lac, WI 54397, jwestphal@bciburke.com, (920) 933-6697

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	JE Burke Company was incorporated in 1920 as a weather-stripping company that quickly expanded to include the design and production of designer radiator furniture. After receiving a request to fabricate a slide for a family friend, JE Burke entered the playground industry and soon playground products were the company's main focus. The company remained family-owned and operated under the JE Burke company name until it was purchased from Greg Burke in 1997 and was incorporated as BCI Burke Company, LLC. Burke just celebrated our 100th anniversary this year. Our mission at Burke is simple: To bring Play That Moves You to communities around the world. Our purpose each and every day is to create quality and innovative playground equipment that inspires us to move. We do this with a culture that is focused on outcomes where everyone wins – the Company, our Employees, our Representatives, our Partners, our Customers and the Community. It's what we focus on every day. See attachment Burke History.
8	What are your company's expectations in the event of an award?	Our expectations are that Burke and Sourcewell will work as a cohesive team to provide Sourcewell customers with the highest quality products and services for the best value in the industry. We will commit our resources to immediately train our internal staff, Representatives and current customers regarding the benefits of purchasing through Sourcewell. We will market the Sourcewell contract to existing Burke and Sourcewell customers. We will introduce Sourcewell to the Canadian market using our current Representative and targeted Marketing initiatives to increase brand awareness for both Burke and Sourcewell in Canada. The Burke/Sourcewell partnership will continue to grow throughout the term of the contract as we exceed member expectations and bring "Play That Moves You" to communities throughout the US and Canada.

		EXHIBIT 1
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>BCI Burke FEIN#: 39-1900568            NCAIS #: 332300 Architectural &amp; Structural Metals Manufacturing            Industry Type: Manufacturing            Sub Type: Fabricated Metal Product Manufacturing</p> <p>Burke is a privately held company that is growing rapidly and has a strong financial position. We are pleased to provide the attached references to demonstrate our financial strength.</p> <p>BCI Burke has entered its 100th year of continuous operation in 2020 making us the oldest commercial playground equipment manufacturer in the United States. Achieving longevity such as this can only be accomplished through continued operational discipline and financial strength.</p> <p>See financial attachments</p>
10	What is your US market share for the solutions that you are proposing?	Burke is proudly represented by local Representative Partners throughout the United States. Our market share varies by territory but is as strong as 30% in some areas. *
11	What is your Canadian market share for the solutions that you are proposing?	Burke is proudly represented by local Representative Partners throughout Canada Our market share varies by province but is as strong as 15% in some areas. *
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Burke has not ever petitioned for bankruptcy protection. *
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Burke is best described as a manufacturer.</p> <p>Burke has thirty contracted US and Canadian Representative Firms that employ outside and inside sales representatives and administrative staff. The Representative Firms are responsible for servicing all markets within their contracted territory. The Representative Firms are independent entities that contract with Burke to sell Burke products within their specific territory.</p> <p>Please see the enclosed Representative Territory map to identify coverage of Burke products and services throughout the United States and Canada. Having solid relationships with our Representatives is critical for Burke; in fact it is these very relationships that set Burke apart in the industry from other manufacturers. Bottom line is that the customer needs to be taken care of in a timely manner, and that is what Burke and our Representatives do. It may sound like a simple concept, but it is not common in our industry. *</p> <p>The relationship with our Representatives is based upon a model that consists of shared goals and objectives, mutual dependence, open lines of communication, mutual commitment to customer satisfaction, concerns for others profitability, and trust. Each of these items overlaps the next and must remain in proportional balance in order for Burke and our Representatives to be successful. Burke realizes that the Representative is also our customer and to maintain our model of successful factory/Representative relationship, professional respect, continuous improvement initiatives, and investment of effort by top management are a necessity. Burke recognizes and strives to support our Representative Firms' efforts by timely responses and open lines of communication, and in the end, this allows Burke and our Representatives to offer superior customer service to the end customer.</p>
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	It is a requirement in our industry to have all products certified through IPEMA to the ASTM F1487 and CSA Z614 playground safety standards for equipment and surfacing. We are active participants in the equipment certification program and the surfacing certification program, and all of our products are certified to the appropriate standards. Our company also maintains certification to ISO 9001 and ISO 14001, which are both necessities to compete and carry on business in our industry. BCI Burke offers Installer Training done in conjunction with NPCAI to offer both NPCAI and Burke Installer Certification. Many of our Representative Firms send their installers to this training to become Burke Certified Installers to ensure our products are installed safely, properly and compliant. *
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Burke has not had any Suspension or Disbarment proceedings during the past ten years. *

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Burke has been featured in many magazines and received recognition for many of our designs. <ul style="list-style-type: none"> <li>• Featured in LASN 2017 Playground Issue – Hope Playground in Redmond, OR.</li> <li>• Featured in LASN 2016 School Issue – First United Methodist Church in Richardson, TX</li> <li>• 2015 Ruth Hughes Innovative Accessible Recreation Facility Award from the New Jersey Commission on Recreation for Individuals with Disabilities for The Jets Play 60 All Access Playground at Central Park of Morris County</li> </ul> Please see attached Burke Awards for additional awards we have also received.
17	What percentage of your sales are to the governmental sector in the past three years	30% of Burke's sales over the past three years are to the governmental sector.
18	What percentage of your sales are to the education sector in the past three years	35% of Burke's sales over the past three years are to the education sector..
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	OMNIA Partners - Contract # R170301 Over \$18M in sales over past 3 years  Equalis Group/Sourcing Alliance - Contract # 2020.05.4A New Contract, no reported sales at this time.  HGACBuy- Contract # PR11-20 Approximately \$1M in Sales in past 3 years  Ohio State Contract – Schedule # 800702 Approximately \$3M in Sales in past 3 years  NJ State Contract – Contract # T0103, 16-FLEET-00134 Over \$2.7M in Sales over past 3 years
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA – Contract #'s 47QSMA20D08NL & 47QSMA20D08NM Over \$6 Million in sales over the past 3 years  CMAS – Contract#'s 4-20-78-0025B & 4-20-78-0025C Over \$700,000 in sales over the past 3 years

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Mecklenburg County Parks and Recreation	James Rainey	(980) 314-1043
Downers Grove School District	Kevin Barto	(630) 719-5858
Charlotte County	Lacey Solomon	(941) 833-3840

**Table 5: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Clark County School Distict	Education	Nevada - NV	Playground Equipment, Surfacing, Install	Range from \$15,000 to \$250,000	\$2,200,000
Town of Islip	Government	New York - NY	Playground Equipment, Surfacing and Install	ange from \$2,000 to \$155,000	\$2,800,000
Camp Lejeune	Government	North Carolina - NC	Playground Equipment, Surfacing, Install and Demo	Range from \$50,000 to \$100,000 per Location	\$6,500,000
USD 259	Education	Kansas - KS	Playground Equipment, Surfacing and Install	Range \$500 to \$120,000 per project	\$1,700,000
IDEA Schools	Education	Texas - TX	Playground Equipment, Surfacing and Install	Range from \$50,000 - \$200,000	\$2,800,000

**Table 6: Ability to Sell and Deliver Service****EXHIBIT 1**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>Burke employs four Regional Sales Managers (RSM) who assist our Representative firms and customers in a variety of ways. Each RSM is assigned a territory within the United States and Canada (Northeast, Southeast, Western and Midwest). The RSMs assist our Representative Firms by joining them in customer visits, lunch &amp; learns, tradeshows, territory development, training and recruiting. The RSMs report directly to Michael Phelan, Burke's President/CEO. Burke's Sales Support and Marketing Departments provide continuous support to the RSMs and Representatives. This model has proven to be very effective for Burke and demonstrates our commitment to fully support our Representative firms and our customers.</p> <p>Burke RSMs also handle Burke Direct sales into areas that are not currently covered by a contracted Representative firm. RSMs work closely with Burke Sales Support Staff to ensure exceptional Burke designs, timely submission of proposals and quotes, order placement, order delivery, equipment installation and service.</p>
24	Dealer network or other distribution methods.	<p>Burke has thirty contracted US and Canadian Representative Firms that employ outside and inside sales representatives and administrative staff. The Representative firms are responsible for servicing all markets within their contracted territory. The Representative firms are independent entities that contract with Burke to sell Burke products within their specific territory.</p> <p>The Burke team is here to help before, during and after the sale – long after. From the initial design through the final installation, Burke works closely with its Representatives and directly with government entities to make sure all the pieces come together. Our focus is not just about Play that Moves Us today; it is about building a relationship with Sourcewell Partners and customers for years to come.</p> <p>Having solid relationships with our Representatives is critical for Burke; in fact it is these very relationships that set Burke apart in the industry from other manufacturers. Bottom line is that the customer needs to be taken care of in a timely manner, and that is what Burke and our Representatives do. It may sound like a simple concept, but it is not common in our industry.</p> <p>The relationship with our Representatives is based upon a model that consists of shared goals and objectives, mutual dependence, open lines of communication, mutual commitment to customer satisfaction, concerns for others profitability, and trust. Each of these items overlaps the next and must remain in proportional balance in order for Burke and our Representatives to be successful. Burke realizes that the Representative is also our customer and to maintain our model of successful factory/Representative relationship professional respect, continuous improvement initiatives, and investment of effort by top management are a necessity. Burke recognizes and strives to support our Representative Firms' efforts by timely responses and open lines of communication, and in the end this allows Burke and our Representatives to offer superior customer service to the end customer. Please see the enclosed Representative map to identify coverage of Burke products and services throughout the United States and Canada.</p>
25	Service force.	<p>We have one service and parts center with three full time technicians. The hours of operation are 7:30am-4:30pm Central Time. After-hour phone calls are recorded and are returned / answered the following business day. Additionally, our Representatives have access to our website 24/7. This website offers our Representatives a large amount of information they can access before, during or after our normal hours of operation.</p> <p>Burke has a toll free Customer Service telephone number available for customers to call the factory direct. Our Customer Service staff has the ability to process requests almost immediately and we can ship service parts the same day in many cases, including Next Day Air service if the situation requires it. Customer Service requests are forwarded directly to the Production Manager and their staff for immediate processing</p>

EXHIBIT 1		
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Burke Customer Service staff is arranged to provide a person to talk to when a need arises. Incoming calls go directly to a real-live person, not an answering system. Staff also stagger their breaks, lunches and vacations to ensure someone is always available for calls during normal business hours. Our Customer Service staff has the ability to process requests immediately and we can service parts the same day in many cases, including Next Day Air service if the situation requires it. They have the availability to see stock status of parts to ensure promises made to customers on ship dates are met. Their requests (via information from the customer) are forwarded directly to the Production Manager and staff for immediate processing.</p> <p>Burke is committed to providing superior customer service. Not only do we evaluate our processes internally, we regularly send Customer Satisfaction Surveys to recent order recipients. We request feedback on quality, appearance, and the ease of installation. The survey also requests input on our selection of products, service provided by our Sales Representatives, and suggestion for improvement. These responses are then documented and reviewed by our Management, Quality and Customer Service departments.. This data is used to evaluate opportunities for continual improvement of system effectiveness and customer satisfaction.</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Burke is able to offer our contracted products and services to Sourcewell customers throughout the United States.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Burke is very willing and able to provide our products and services to Sourcewell customers in Canada. Since 2010 we have had an Authorized Representative, PlayQuest Recreation, proudly representing Burke products in the Provinces of Alberta, Manitoba, Saskatchewan, Northwest Territories, Yukon and Northern British Columbia. PlayQuest Recreation provides turnkey solutions for any sized project. Since then Burke has hired on two more Representatives. Cobequid Consulting representing the Provinces of Nova Scotia, New Brunswick and Prince Edward Island and Suttle Recreation covering the Provinces of British Columbia and Yukon.</p> <p>Burke is actively seeking new Representation in the areas that are currently being serviced by Burke Direct. Burke's Regional Sales Manager visits Canada frequently and is working on partnerships with local installers and surfacing companies in Ontario and Quebec. In the City of Brampton, the fastest growing municipality in Canada, Burke equipment has been officially approved. Several architectural firms are scheduled to review Burke products and we are aggressively pursuing approval to be included in their specifications.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Burke is able to offer our contracted products and services to Sourcewell customers throughout the United States and Canada without any geographic restrictions.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Burke is not restricted by any other cooperative agreements pertaining to the Member Sectors to which we can sell. Burke is able to provide our contracted products and services in the government, education and not-for-profit sectors.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell members in Hawaii and Alaska and in US Territories. These customers would be handled directly by Burke Corporate as a Burke direct customer.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Burke will develop and utilize cobranded postcard mailers, email blasts, and Google Adwords advertising to dramatically elevate awareness. In addition, each message will be shared via our social media campaign.</p> <p>Website / Catalog</p> <p>Burke's two most impactful marketing initiatives are our website and catalog. Burke will maintain a dedicated page within our website outlining our relationship with Sourcewell and providing a link to the Sourcewell web site. Sourcewell will also be included in our printed catalog.</p> <p>Direct Mail Campaigns/ Co-branded Collateral/Advertising Schedule</p> <p>Our marketing team will build in the Sourcewell logo and language to co-brand our pieces in our scheduled marketing campaigns. Additionally, we will budget for additional mailings specific to Sourcewell Direct mail postcards will be sent to our database, along with any database records that Sourcewell provides.</p> <p>Print advertising is scheduled in local and national publications for the year and will include Sourcewell in our scheduled placements. These publications include, but are not limited to Parks &amp; Recreation Magazine and Parks and Rec Business Magazine. We also participate in state specific publications such as California Parks and Recreation Society (CPRS) Magazine, and our partnership will also be reflected in those advertisements.</p> <p>Tradeshaw Participation</p> <p>Burke has increased our presence in both the local and national tradeshow circuit, heavily increasing our marketing efforts for the National Recreation and Parks Association (NRPA) Annual Conference in September, as well as the American Society of Landscape Architects (ASLA) immediately following NRPA in October. We will incorporate the Sourcewell logo in our physical handouts, as well as our pre-and post-show marketing efforts, including print advertising in national magazines and show specific publications, email blasts, and our social media campaign.</p> <p>Internal Promotion</p> <p>Burke provides a Burke Spot for all upcoming news and events to all our employees and Representative Firms. We will send ongoing updates regarding the contract award and reminders will be include the Sourcewell contract in their communication and sales tactics. We hold an annual Sales Conference for our Representative Firms that include continuing education presentations and updates. Sourcewell contract details and reminders are included in these presentations.</p> <p>See attached examples of Burke's 2021 Catalog, Shade Systems Catalog, and current marketing materials used with similar contracts and promotions.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Burke uses Facebook, Twitter, LinkedIn, YouTube, Vimeo and a Blog to share pertinent information with followers that include both Representative and potential customers. Many of our Representatives share Burke posts and information with their followers to help spread the message even further. Burke also runs an email campaign, utilizes AdWords and Remarketing and participates in Facebook ads to assist in brand awareness and help promote its products.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>By linking existing clients with Burke, Sourcewell can provide customers better and additional resources by promoting this contract and partnership.</p> <p>In addition to the marketing efforts above in Question 32, Burke will pull our existing government customers from our databases and send targeted email blasts and direct mail postcards to these contacts. Our message will include not only the award of the contract, but can also include our past efforts and successes utilizing this contract and encourage them to take advantage of this opportunity.</p> <p>Because these contacts are existing customers, our Representative Firms and sales staff can also contact some of these clients directly, based on the relationship we have built and sustained in some of these markets to promote the benefits of utilizing Sourcewell for another project.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Most business is conducted through location Representatives due to the complexity of playground projects. If awarded the Sourcewell Contract, Burke is open to replicating an ordering system similar to the GSA Advantage website for use by Sourcewell customers.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p style="text-align: right;">EXHIBIT 1</p> <p>BCI Burke offers Installer Training done in conjunction with NPCAI to offer both NPCAI and Burke certifications. This is a two day training at a significantly reduced rate that includes lodging and meals. Installers will also receive a tour of Burke Headquarters. Installer Training is optional; installers do not need to be Burke or NPCAI Certified to install our equipment as long as the installation instructions are followed. Burke also offers product training, including Lunch &amp; Learns for designers and staff. Topics include:</p> <ul style="list-style-type: none"> <li>• Proper Playground Maintenance</li> <li>• Play That Moves You – Making The Case for Play</li> <li>• Designing Play That Moves You</li> <li>• Burke Product Training</li> <li>• Creating Safer Play – NPPS Safety Supervision</li> </ul> <p>Burke offers a continuing education program to Parks and Recreation professionals, Landscape Architects and Architects where they can obtain CEU credits and help further their education. The program is offered as a self-paced online course through AEC Daily as well as in-person at conferences, symposiums or Lunch and Learns. The in-person training is provided by a certified trainer and includes leave behind study guides and references to help keep important information at their disposal. These three courses are developed with experts in the field and provide no-cost training options and offer the opportunity to learn about Inclusive Play, Outdoor Fitness and Obstacle Courses and Outdoor Musical Instruments.</p>
37	Describe any technological advances that your proposed products or services offer.	<p><b>EZDesign Software</b> Burke's Designers utilize our proprietary EZDesign software, which is known to be the most advanced in the industry – features all applicable safety standards and ADA requirements built right into the design configurator.</p> <p><b>KoreKonnnect Direct-Bolt System</b> Nucleus and Voltage feature our Industry-leading KoreKonnnect direct-bolt system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnnect is covered for 100 years under our non-pro-rated Generations Warranty KoreKonnnect clamp castings [Nucleus, Voltage] shall be cast aluminum heat-treated alloy A356-T6 with a tensile strength of at least 34,000 psi, yield strength of at least 24,000 psi, shear of 20,700 psi, and elongation of 3.50% minimum. Each casting shall clamp to the post with two connection bolts. Clamp casting shall encapsulate the component attached to support surge loads, preventing surge loads being supported by only the hardware. Clamp shall be finished with a baked on powder coating.</p> <p><b>Color compounded, rotationally molded plastics</b> You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-20 protection. Color compounding provides greater structure integrity for the life of rotationally molded products; the UV inhibitor is added during the production process and keeps these plastics from UV degradation and fading like that of products produced via a Dry-Blend process. Rotationally Molded Plastic Parts shall be manufactured from color compounded, linear, low-density polyethylene with an average of .250" wall thickness and textured non-sliding surfaces. Plastic parts shall be UV stabilized to UV-20 and shall have a density of 0.935 per ASTM D-1505. Plastic parts shall have a tensile strength at yield no less than 2800 psi with flexural modulus of 90,000 psi.</p>

		EXHIBIT 1
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>We all share one earth, and at Burke we want to preserve our planet for future generations of children. We've implemented a variety of practices to help us help keep our shared world a better, greener place.</p> <p>Manufacturing: Being ISO 14001:2015 certified means we have strict environmental controls built into our manufacturing process. We get 100% of our energy from wind and other renewable resources. This helped us earn the Green Power Partner designation from the US Environmental Protection Agency – the only playground manufacturer to achieve this! Internally, we have a very comprehensive recycling program where we recycle the following:</p> <ul style="list-style-type: none"> <li>• Metal products, including stainless steel and copper/brass</li> <li>• Aluminum</li> <li>• Cardboard (separate dumpsters on site for this)</li> <li>• HDPE (High Density Polyethylene)</li> <li>• Wood pallets</li> <li>• Paper and aluminum cans and plastic bottles (bins at each person's desk for these)</li> </ul> <p>Additionally, we have an internal EMAP (Environmental Management Action Plan) to try to achieve 100% LED Lighting in the entire facility over a three year span starting in 2019. To date we are over 90% LED fixtures on our campus. In our powder coat system, we utilize phosphate-free chemicals in our cleaning processes, as well as enlist a third-party certified handler to manage any wastes from this process according to State and Federal regulations. We also utilize motion activated lights wherever feasible to reduce the amount of energy consumed in lighting, especially in warehouse and even restroom areas.</p> <p>Design: We design high-quality products with long life expectancies and quality components to extend the useable life of the play space. Many of our raw materials have recycled content, including our steel tubes and castings. In addition, many other Burke products are made from recycled material. For example, the NaturePlay® ClubHouse™ Board Panels and Roofs are made from 75% post-consumer material and are 100% recyclable after use.</p> <p>Offices: Our corporate office uses energy efficient LED lighting to help reduce energy use on a daily basis. We also use recycled paper to print our catalogs and created a digital catalog to decrease the amount of paper being used. We abide by the six R's: Reduce, Reuse, Recycle, Repair, Recover and Respect.</p> <p>Suppliers: To minimize transportation costs and fuel usage, we prefer to work with suppliers located near our manufacturing facility if at all possible.</p> <p>See attachment Green Initiative</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Burke has received the ISO 14001:2015 Certification by the NSF-International Strategic Registrations for Design and Manufacture of Playground Park and Recreation Equipment with the Design, Manufacture and Distribution of Specialized Parts. We get 100% of our energy from wind and other renewable resources. This helped us earn the Green Power Partner designation from the US Environmental Protection Agency – the only playground manufacturer to achieve this! See attachment Green Initiative</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>BCI Burke is not eligible for WMBE or SBE accreditation, however many of our local Sales Representatives have obtained these accreditations.</p>

<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p style="text-align: right;"><b>EXHIBIT 1</b></p> <p><b>Research</b>                  At Burke we believe great product design comes from great research, for example we continue to study how children play with our partner at University of Nebraska Omaha and incorporate what we learn into our product and playground designs. Our product design process includes a focus on how to enhance development and overall experience for children and adults of all abilities.</p> <p><b>Design</b>                  To design the best playgrounds that comply with necessary standards, Burke has proprietary software that has all of the controls built-in to ensure all safety standards are met. Fusing creativity into playspaces, we have landscape designers to design custom playspaces using panels and unique layouts to create a space that ignites imagination and brings communities together.</p> <p><b>Playground Grant Search and Fundraising</b>                  Burke provides options and programs that can help you raise funds and search for grants to help fund your playground equipment. For your convenience, we've brought together information on our fundraising program, grant resources and purchasing cooperatives. And of course, we're always glad to discuss your playground equipment needs and help you find ways to get the playground your kids deserve. <a href="https://www.bciburke.com/resources/playground-funding-resources">https://www.bciburke.com/resources/playground-funding-resources</a></p> <p><b>Promotions and Grants</b>                  Burke offers three to four promotions annually that we will share with Sourcewell participants. We also have a Burke in-kind grant program that customers can apply for if they meet the criteria.</p>
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Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Burke stands behind our products like no other playground manufacturer. It starts with Burke Built® quality that is backed by the longest and strongest warranty in the industry – the Burke's Generations Warranty®. We don't prorate your warranty and if a plastic play event needs replacement during the warranty period due to manufacturing defect, we'll replace it for free and give you a brand-new warranty on the part.</p> <p>Burke's hand-crafted quality also means less maintenance is required, which keeps your operating costs low and your playground open for play.</p> <p>The Burke Generations Warranty is the longest and strongest in the industry and shows our commitment to creating spaces that will serve communities for years to come.</p> <p>Labor is not included in Burke's warranty. However, numerous Burke Representatives include a supplemental warranty for labor related to warrant repairs on Burke equipment.</p> <p>Each warranty claim is reviewed on a case by case basis to ensure the full scope of the claim is understood and documented. It is during this review that a decision is made on the cost of labor and if it is to be covered in relation to the claim. See Burke Warranty and Shade Systems Warranty attachments</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Our warranty is not prorated and replacement parts covered under that warranty will have their own appropriate, full-length warranty instead of being restricted to the balance of the original warranty period which is based on the date it was shipped by the manufacturer. Furthermore, all parts covered under Burke's warranty are shipped free of charge.</p>
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Burke offers a Back-charge/Reimbursement form as needed (which includes mileage reimbursement) for when products are replaced. Every circumstance is handled individually by Customer Service staff and/or Plant Manager.</p>
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Burke has Authorized Representatives across the US and Canada that are able to assist with locating qualified installers for removal or replacement of parts. If there is a territory unrepresented by a Burke Dealer, Burke Corporate will locate a qualified organization to assist with product removal or installation. Many of Burke parts can be simply replaced without needing to rely on outside contractors or installers.</p>
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Burke does not cover warranty service for parts made by other manufacturers. Burke also takes great care in making sure we do not mix and match our parts with other manufacturers on the same piece of play equipment. Installers will, in most cases, work with whatever equipment is on site, even if it is multiple suppliers, however warranty service should be directed to the original manufacturer if at all possible.</p>
47	What are your proposed exchange and return programs and policies?	<p>If products are returned to Burke due to an error in ordering or the customer has changed their mind on something, parts that can go directly into stock with no additional work are simply put into stock and the customer is credited for those parts. Parts that need additional processing or re-powder coating are assessed a 25% re-stocking charge. If parts are not able to be used (as determined by the Quality Manager) and have to be scrapped, the customer will not receive credit for those items.</p>
48	Describe any service contract options for the items included in your proposal.	<p>Burke does not provide service contract options.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	There are no credit requirements for governmental entities purchasing with BCI Burke. All governmental entities are granted net 30 day terms.
50	Describe any leasing or financing options available for use by educational or governmental entities.	To assist with financing, Burke partners with NewLane Finance to offer a payment plan for approved customers. See NewLane Finance attachment
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The Burke Representative will receive a signed quotation or purchase order from the Sourcewell customer. The Representative will utilize Burke's internet based ordering system which is available for use by Authorized Representatives only. The system is entirely self-developed and self-managed by our in-house IT and Order Entry Departments. Once the order is placed, our Order Entry Department will process the order internally. The order is carefully reviewed by the Order Entry and Design Departments to ensure the order matches the customer's purchase order including equipment, color, price, requested delivery date, shipping location and any other information pertinent to the order. The Burke Representative will invoice the customer once the order has shipped. All Sourcewell orders will be flagged as such in Burke's system so that Burke's Accounting Department is able to easily identify the Sourcewell orders and generate quarterly reports which accurately reflect Sourcewell order totals.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Burke is currently not set up to accept P-card payments. If awarded the Sourcewell contract, Burke will carefully consider adding this capability.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All contract pricing is determined using product category discounts. Information relating to Burke equipment, Burke Turf, Burke Tiles, Shade and installation is provided in the Burke 2021 Price List attachment which includes Burke Equipment & Surfacing Pricing, Burke Equipment Installation Rates, and Shade Structures Pricing.

EXHIBIT 1										
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Burke will offer discounts off of list price for each product category as follows:</p> <ul style="list-style-type: none"> <li>• 7% Discount off of published list prices: <ul style="list-style-type: none"> <li>o Burke Playground Equipment</li> <li>o Sports &amp; Recreation Equipment</li> <li>o Site Amenities</li> <li>o Borders</li> </ul> </li> <li>• 5% Discount off of published list prices <ul style="list-style-type: none"> <li>o Burke Turf</li> <li>o Burke Tiles</li> </ul> </li> </ul> <p>3.5% Discount for shade products</p> <ul style="list-style-type: none"> <li>• Burke Equipment Installation <ul style="list-style-type: none"> <li>o Not to exceed rates based on List Price of proposed equipment. See attached chart which provides the rates for each state.</li> </ul> </li> <li>• Burke Tile Installation Rates <ul style="list-style-type: none"> <li>o A per tile rate based on location of project. See attached chart which provides the rates for each state.</li> </ul> </li> <li>• Freight <ul style="list-style-type: none"> <li>o Due to fluctuations in freight rates and the varying size and shape of playground equipment, freight is determined on a per project basis. Freight will be invoiced to NJPA customers at Burke's cost. The freight charge will be clearly noted on the quote provided by Burke.</li> </ul> </li> </ul> <p>All pricing information relating to Burke equipment, Burke Turf, Burke Tiles and installation is provided in the Burke 2021 Price List attachment</p>								
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Burke will offer the following volume discounts on Burke Playground Equipment, Sports &amp; Recreation Equipment, Site Amenities and borders:</p> <table border="0"> <tr> <td>List Price Range</td> <td>Discount off of list price</td> </tr> <tr> <td>\$1-\$49,999</td> <td>Standard proposed discount of 7% off of list price</td> </tr> <tr> <td>\$50,000-\$99,999</td> <td>10% Discount off of list price</td> </tr> <tr> <td>\$100,000 and above</td> <td>15% Discount off of list price</td> </tr> </table> <p>Burke offers promotions throughout the year which will provide additional customer discounts. These promotional prices will be offered to Sourcewell customers and quoted accordingly. We will encourage Sourcewell customers to utilize these deep discounts when they are available.</p> <p>Please note that volume pricing does not apply to surfacing or installation.</p>	List Price Range	Discount off of list price	\$1-\$49,999	Standard proposed discount of 7% off of list price	\$50,000-\$99,999	10% Discount off of list price	\$100,000 and above	15% Discount off of list price
List Price Range	Discount off of list price									
\$1-\$49,999	Standard proposed discount of 7% off of list price									
\$50,000-\$99,999	10% Discount off of list price									
\$100,000 and above	15% Discount off of list price									
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Sourcewell customers are able to purchase non-Burke contracted products and services by utilizing the "open market" clause in the Sourcewell contract. Our Representative firms distribute a wide variety of ancillary products including water play, bleachers, park shelters, non-Burke surfacing (PIP, EWF etc.) offering a full turn-key solution for Sourcewell customers. Burke will provide line item quotations for these "open market" items on the Sourcewell quote, and will clearly indicate that these are "open market" goods and/or services. The Sourcewell customer will be required to sign the quotation, which is an indication that they agree to the products and services as quoted.</p>								
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>All costs for the project will be indicated as a line item on the customer's quotation. Installation will be charged per the Equipment Installation Rate sheet included in the pricing section. These charges are "do not exceed" rates and do not apply to prevailing wage projects. Please see the Equipment Installation Rate sheet for more information. The customer will be notified of any additional charges that may apply to custom equipment, surface mount or coastal paint options.</p>								
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Due to fluctuating fuel prices, freight rates are quoted on a per project basis, and are valid for 30 days from the quote date. The freight charge will be clearly indicated on the quote provided by Burke and will be quoted at Burke's cost.</p>								
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Burke will use transportation brokers to source out the most cost effective freight rate to ship to Alaska, Hawaii and Canada. The freight charges will be clearly noted on the quote provided by Burke.</p>								

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Because Burke quotes out each project individually, we are able to accommodate special delivery requests (lift gate, residential delivery, and timekeeper) for an additional cost which will be reflected on the quotation	EXHIBIT 1 *
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**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	As mentioned in the answer to question 51, each Sourcewell customer order is carefully audited by our Accounting Department, Design Department and Sales Department to ensure everything is to the customer's specifications and according to the terms and conditions of the Sourcewell contract. Burke works very closely with our Representatives and customers to ensure total customer satisfaction throughout the entire process.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Burke is pleased to offer an administrative fee of 2% of the of the customer price of all products and services invoiced/sold under the Sourcewell contract. This fee will be reported and paid to Sourcewell on a quarterly basis. The sale will be reported and the fee paid once full payment is received from the Sourcewell customer. Burke agrees not to up-charge or offset the administrative fees to Sourcewell Members.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Playground Equipment Sports & Recreation Equipment Site Amenities Shade Burke Turf and Burke Tiles Surfacing, including plastic borders Installation of Burke Equipment Installation of Burke Turf & Burke Tiles Delivery of all products Sourcewell customers will also be able to purchase non-Burke contracted products and services by utilizing the "open market" clause in the contract. Our Representative firms sell a wide variety of products including water play, bleachers, shelters, surfacing (PIP, EWF etc.), offering a full turn-key solution for your park or school. See attachments: Burke 2021 Catalog Shade Systems Catalog
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Burke does not have any products or services that have subcategories.

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

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

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*
67	Water play and aquatic recreational structures and equipment.	<input type="radio"/> Yes <input checked="" type="radio"/> No	These products are available for purchase via open market designation through our local Representative Firms	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Burke offers Burke Turf and Burke Tile pricing as line items on the contract. Additional surfacing options are available as open market items through our Authorized Representatives.	*
69	Services related to the solutions above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*



**Table 15: Industry Specific Questions**

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If we are awarded the contract we will monitor our progress and success by measuring activity and revenue generation. The best metrics to capture this are tracking the project dollars quoted using the contract and the order dollars placed using the contract. We can track this by Representative firm and by territory to understand where we are being successful and develop targeted efforts for areas we want to improve.
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	At Burke, we design and test our products to all applicable safety standards. We are participants in the International Play Equipment Manufacturer's Association (IPEMA) certification program, and our facility and processes are audited by IPEMA and their third-party verifier to participate in the program and maintain certified products. Burke's Engineering and Product Design Manager, Scott Liebelt, is a director on the IPEMA Board of Directors. He attends ASTM and IPEMA meetings to participate in writing, revising, and interpreting the IPEMA procedures and ASTM-1487 standard, which is the consumer safety performance specification for playground equipment for public use. We have six Burke employees from a variety of departments that are Certified Playground Safety Inspectors (CPSI) through the National Recreation and Park Association (NRPA). The design of our playspaces also promotes safety, well-being and accessibility by focusing on not just access but Universal Design. This means designing spaces to be useable for everyone in the community, regardless of ability, level of concentration or age. Not only do we provide a variety of play events that are designed with these principles, but the overall play environment design has the Universal Design lens with play variety and equity as important considerations. In order to create spaces for the well-being and development of all people, we need to design them with engagement, excitement, socialization and community for everyone.
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	Customizable playspaces can set your playground apart and create an imaginative play experience like no other! Your Burke Representative and our creative Design Team will help you bring your play environment to life and create a space that's as unique as your community with anything from custom vehicles, play panels, photo opportunity panels, storefronts, post toppers, counters, NaturePlay, ClubHouses, barns, airplanes and more! Our Design Team has backgrounds in design, animation, landscape architecture and art and uses their creativity and experience to design a play environment that fosters pretend play and helps children develop friendships and enhance their imaginative skills.
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	<ul style="list-style-type: none"> <li>• ISO 9001:2015 Certification</li> <li>• ISO 14001:2015 Certification</li> <li>• Founding and active member of the International Play Equipment Manufacturer's Association (IPEMA). In fact Burke's Engineering and Product Manager, Scott Liebelt, is a director on the IPEMA Board of Directors. He attends ASTM and IPEMA meetings to participate in writing, revising, and interpreting the IPEMA procedures and ASTM-1487 standard, which is the consumer safety performance specification for playground equipment for public use.</li> <li>• Accredited IPEMA Certification facility</li> <li>• Alliant Energy's Second Nature™ Program</li> <li>• Partner with US Environmental Protection Agency Green Power Program</li> <li>• Partner with the National Program for Playground Safety (NPPS) and only playground manufacturer to give a free NPPS Playground Supervision Safety Kit with every modular play structure order!</li> <li>• Currently, six Burke employees are certified through the National Recreation and Park Association (NRPA) as Certified Playground Inspectors</li> </ul>

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

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

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

**Proposer's Affidavit****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable, or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

EXHIBIT 1

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jessica Westphal, Sales Support Coordinator, BCI Burke Company, LLC

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

Yes  No

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

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

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

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

THIS AMENDMENT is by and between **Sourcewell** and **BCI Burke Company, LLC** (Vendor).

Vendor was awarded a Sourcewell Contract for Playground and Water Play Equipment with Related Accessories and Services effective February 15, 2021, through February 17, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Table 13: Audit and Administrative Fee—Line Item Question 63 of the Proposal is deleted in its entirety and replaced with the following new language:

**RESPONSE:** Burke is pleased to offer an administrative fee of 2% of the customer price of all products and services, excluding freight and bond charges, invoiced/sold under the Sourcewell contract. This fee will be reported and paid to Sourcewell on a quarterly basis. The sale will be reported, and the fee paid once full payment is received from the Sourcewell customer. Burke agrees not to up-charge or offset the administrative fees to Sourcewell Members.

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

**Sourcewell**

**BCI Burke Company, LLC**

DocuSigned by:  
By: Jeremy Schwartz  
Authorized Signature COFD2A139D06489...

DocuSigned by:  
By: Marianne Larson  
Authorized Signature 560EA7AAB49D42D...

Jeremy Schwartz  
Name – Printed

Marianne Larson  
Name – Printed

Title: Director of Operations & Procurement/CPO

Title: Sales Support Manager

Date: 3/10/2021 | 5:29 PM CST

Date: 3/10/2021 | 2:23 PM PST

**Sourcewell-APPROVED:**

DocuSigned by:  
By: Chad Coauette  
Authorized Signature 7E42B8F817A64CC...

Chad Coauette  
Name – Printed

Title: Executive Director/CEO

Date: 3/10/2021 | 5:47 PM CST

**AMENDMENT #2  
TO  
CONTRACT # 010521-BCI**

THIS AMENDMENT is by and between **Sourcewell** and **BCI Burke Company, LLC** (Vendor).

Sourcewell awarded Vendor a contract for Playground and Water Play Equipment with Related Accessories and Services effective February 15, 2021, through February 17, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

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

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

**Sourcewell**

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

Title: Director of Operations & Procurement/CPO

Date: 3/18/2021 | 4:23 PM CDT

**BCI Burke Company, LLC**

DocuSigned by:  
 By: Doug Pietrowski  
 Doug Pietrowski  
5E49EAF153C543E...

Title: CFO

Date: 3/18/2021 | 2:11 PM PDT

**Sourcewell-APPROVED:**

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

Title: Executive Director/CEO

Date: 3/18/2021 | 4:25 PM CDT



**SOURCEWELL  
STATE OF MINNESOTA**

Member Veronen moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**Resolution No. 2020-21**

**WHEREAS**, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

**WHEREAS**, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Nagel and the following voted in favor: Mike Wilson, Greg Zylka, Scott Veronen, Sara Nagel, Ryan Thomas, Sharon Thiel, Linda Arts, Chris Kircher

and the following voted against: NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

A handwritten signature in black ink, appearing to read "Sara Nagel", written over a horizontal line.

Clerk to the Board of Directors

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**  
**BOARD ITEMS -August 2020**

**CONSENT AGENDA ITEMS**

**Requesting Board permission to Solicit the following categories:**

Rink Systems, Arena Supplies, and Mechanical with Related Equipment and Services
Skate Parks, Bike Parks, and Pump Tracks with Related Equipment and Services
Open Air Structures and Recreation Buildings with Related Equipment and Services
Outdoor Fitness Equipment with Related Accessories & Services
<b>Playground and Water Play Equipment with Related Accessories &amp; Services</b>

**Requesting Board permission to Re-Solicit the following categories:**


**NEW CONTRACTS**

Peterbilt Motors Company	060920-PMC	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>
The Lion Electric Co.	060920-LON	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>
West-Mark (Certified Stainless)	060920-CER	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>
National Auto Fleet Group	060920-NAF	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>
Crane Carrier Company	060920-CRN	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>
Autocar Truck	060920-ATC	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>
Navistar Inc.	060920-NVS	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>
Kenworth Truck Company	060920-KTC	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>
Mack Trucks	060920-MAK	<i>Class 4-8 Chassis with Related Equipment, Accessories and Services</i>

**5th YEAR RENEWALS (CONTRACT EXTENSIONS)**

Ford Motor Co.	061015-FMA	<i>Fleet Related Maintenance Equipment</i>
Syn-tech Systems, Inc.	022217-SYS	<i>Fleet Management and Related Technology</i>

**NEW ezIQC CONTRACTS**

Company Name	Contract Number	Type of Work and Region

**ezIQC RENEWALS**

J.J. Morley Enterprises, Inc.	GA10-1-072115-JME	
Greene & Burdette Property Management, LLC	GA07-2-072115-GBP	
Rubio and Son Interiors, Inc.	GA07-1-072115-RSI	
Red Cloud Services, LLC	GA05-1-072115-RCS	
Engineering Design Technologies, Inc.	GA04-1-072115-EDT	
HCR Construction, Inc.	GA03-3-072115-HCR	
Osprey Management, LLC	GA03-2-072115-OML	
Johnson-Laux Construction, LLC	GA03-1-072115-JLC	
Astra Construction Services, LLC	GA02-2-072115-ACS	
Prime Contractors, Inc.	GA02-1-072115-PCI	
Centennial Contractors Enterprises, Inc.	GA-072115-CCE	
JOC Construction	GA-072115-LRI	
F.H. Paschen, S.N. Nielsen & Associates, LLC	GA-072115-FHP	
Brown & Root	GA-072115-KBR	



**SOURCEWELL  
STATE OF MINNESOTA**



Member Sharon Thiel moved the adoption of the following Resolution:

**RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS**

**Resolution No. 2021-08**

**WHEREAS**, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

**WHEREAS**, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

**WHEREAS**, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

**WHEREAS**, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Ryan Thomas and the following voted in favor: (list names here)

Mike Wilson, Greg Zylka, Sara Nagel, Ryan Thomas, Sharon Thiel, Linda Arts and Chris Kircher.

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

CF62E09F8AFC4BB...

Clerk to the Board of Directors

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**  
**BOARD ITEMS - March 2021**

<b>CONSENT AGENDA ITEMS</b>	<b>Requesting Board permission to Solicit the following categories:</b>
	Parking Management, Systems and Infrastructure, with Related Equipment and Services
	Road Right-of-Way Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies
	<b>Requesting Board permission to Re-Solicit the following categories:</b>
	Pest Management Services with Related Products (Published March 10, 2021)
	Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies

**NEW CONTRACTS**

Supplier Name	Contract Number	Solicitation Title
BCI Burke Company, LLC	010521-BUR	"Playground and Water Play Equipment with Related Accessories and Services"
Landscape Structures, Inc.	010521-LSI	"Playground and Water Play Equipment with Related Accessories and Services"
PlayPower, Inc.	010521-LTS	"Playground and Water Play Equipment with Related Accessories and Services"
Rain Drop Products, LLC	010521-RDP	"Playground and Water Play Equipment with Related Accessories and Services"
SofSurfaces, Inc.	010521-SFS	"Playground and Water Play Equipment with Related Accessories and Services"
Waterplay Solutions Corp.	010521-WTR	"Playground and Water Play Equipment with Related Accessories and Services"
Atlantic Diving Supply, Inc. (ADS)	011221-ADS	"Body Armor with Related Accessories, Equipment and Services"
Galls, LLC	011221-GAL	"Body Armor with Related Accessories, Equipment and Services"
HighCom Armor Solutions, Inc.	011221-HCM	"Body Armor with Related Accessories, Equipment and Services"
NP Aerospace (Canada), Limited	011221-NPA	"Body Armor with Related Accessories, Equipment and Services"
U.S. Armor Corporation	011221-URM	"Body Armor with Related Accessories, Equipment and Services"
PorterCorp	012621-PPC	"Open Air Structures and Accessory or Utility Buildings with Related Equipment"

**CONTRACT EXTENSIONS**

Supplier Name	Contract Number	Solicitation Title
Caterpillar, Inc.	120617-CAT	"Electrical Energy Power Generation with Related Parts, Supplies and Services"
Cummins, Inc.	120617-CMM	"Electrical Energy Power Generation with Related Parts, Supplies and Services"

**NEW eziQC CONTRACTS**

Company Name	Contract Number	State - Region - Type of Work

**eziQC RENEWALS**

Company Name	Contract Number	

**eziQC CONTRACT EXTENSIONS**

Company Name	Contract Number	



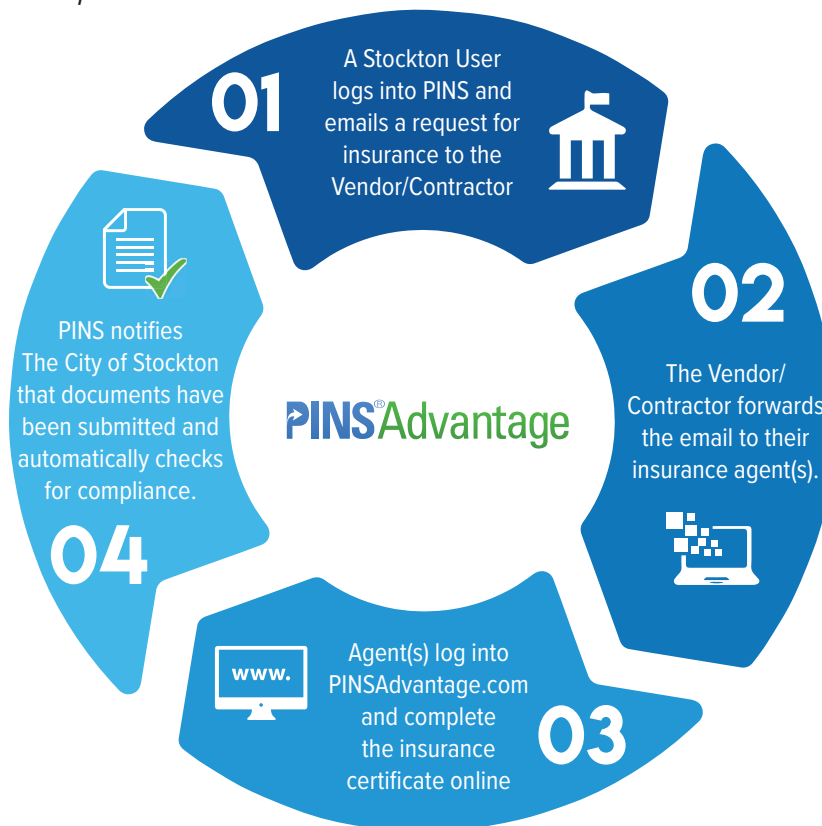
The City of Stockton is now using [www.PINSAdvantage.com](http://www.PINSAdvantage.com) to track Insurance Certificates and all related documents.

## WHAT IS THE PROCESS?

The PINS system starts with **The City of Stockton**. A **Stockton User** logs into PINS and emails a request for proof of insurance to the **Vendor/Contractor**. The **Vendor/Contractor** forwards the request email to their **Insurance Agent(s)**. The **Insurance Agent(s)** logs into [www.PINSAdvantage.com](http://www.PINSAdvantage.com) and completes the insurance certificate online.

**Note:** Vendors will receive the insurance request email from: [no-reply@pinsadvantage.com](mailto:no-reply@pinsadvantage.com)

*Thank you for your compliance!*



**PINS<sup>®</sup>Advantage**

[www.pinsadvantage.com](http://www.pinsadvantage.com)  
+1 626 844 1838

**NOTE:** The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

**Exhibit B:**  
**Insurance Requirements for Construction Contracts**

Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City, at its sole discretion, may purchase the coverage required and the cost will be paid by the contractor.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described below.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No

representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

### **Limits of Insurance**

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### ***Additional Insured Status***

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

### ***Primary Coverage***

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

### ***Claims Made Policies – (Note – applicable only to professional and/or pollution liability)***

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

### ***Waiver of Subrogation***

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

### ***Self-Insured Retentions***

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

***Subcontractors***

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

***Surety Bonds***

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond

3. Payment bond (or Labor and Material bond)

4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to one hundred percent (100%) of the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Certificate Holder Address***

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton  
Attn: City Risk Services  
400 E Main Street, 3rd Floor – HR  
Stockton, CA 95202



**Specified Play Equipment Co.**

121 #1 Industrial Road  
 Belmont, CA 94002  
 800.475.1071  
 www.specplay.com



**ADDRESS**

Susan Christy  
 City of Stockton Public Works  
 Dept, Parks  
 1465 S Lincoln St  
 Stockton, Ca 95206

**SHIP TO**

Susan Christy  
 City of Stockton Public Works  
 Dept, Parks  
 1465 S Lincoln St  
 Stockton, Ca 95206

**Estimate 2286**

**DATE 12/03/2021**

**EXPIRATION DATE 12/30/2021**

<b>TRACKING NO.</b>	<b>DEPOSIT DUE NOW</b>	<b>CSLB# 1050307</b>	<b>DIR# 1000064237</b>
Dentoni Park Playgrounds	Sourcewell contract #010521-BUR	Stockton Sourcewell ID # 50493	-

ACTIVITY	QTY	RATE	AMOUNT
<b>BCI Burke Equipment</b> Equipment per plan 137-143583-3 on the Sourcewell purchasing contract, see discount below.	1	149,445.00	149,445.00T
<b>Freight</b> Freight and packaging	1	11,625.00	11,625.00

ADD ALT#1: CA Structural Engineer Stamped Footing details (if required) for all elements of playground equipment: \$2,900  
 -Specified Play Equipment Co. is the sole source, authorized dealer of BCI Burke playground equipment.  
 -Permits excluded. Permits (if required) are the responsibility of the owner.  
 -Equipment only. All installation, site work and project management by others.  
 -Terms: Net 30  
 -Lead time on equipment production estimated at 5-6 weeks  
 -Quote valid until 12/30/21.

By signing below you acknowledge and agree to our Contract. The values shown above represent a specific scope; no other

<b>SUBTOTAL</b>	<b>161,070.00</b>
-----------------	-------------------

Please write checks to  
 Specified Play Equipment Co (SPECPlay)  
 121 #1 Industrial Road  
 Belmont, CA 94002

EXHIBIT 1

work should be assumed unless specifically noted in the text of the above line items. Unless otherwise specified we Exclude Responsibility for: offloading equipment, removal of packaging, project security, landscape & hardscape repair, delays due to conflicts, removal of spoils, locating underground; utilities, pipes, obstructions, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, soil samples. We are experienced with State & Federal prevailing wage and certified payroll requirements from DIR/DOL and will process when applicable. Union Agreements, including PLA's, are the responsibility of others and not to be included in our contract. Conditions: Grades; stable, compacted, & workable, (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools, & equipment

DISCOUNT

-22,417.00

TAX

11,578.13

TOTAL

**\$150,231.13**

Accepted By

Accepted Date

Please write checks to  
Specified Play Equipment Co (SPECPlay)  
121 #1 Industrial Road  
Belmont, CA 94002

**DENTONI PARK**

PROPOSAL #: 137-143583-3

EXHIBIT 1



**COLOR KEY**

●	BROWN
●	BLUE
●	GREEN
ⓔ	BLUE/WHITE

PROPOSAL #: 137-143583-3

# DENTONI PARK

**Burke**  
PLAY THAT MOVES YOU.  
BCBURKE.COM • 800.266.1250



**SPEC**  
SPECIFIED PLAY EQUIPMENT CO.

# DENTONI PARK

PROPOSAL #: 137-143583-3  
EXHIBIT 1



# DENTONI PARK



# DESIGN SUMMARY

Specified Play Equipment Company is very pleased to present this proposal for consideration for the Dentoni Park located in Stockton. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Stockton. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our proposal:

- Project Name: Dentoni Park
- Project Number: 137-143583-3
- User Capacity: 186
- Age Groups: Ages 2-5 years, 5-12 years
- Dimensions: 94' 3" x 78' 3"
- Designer Name: Pa Der Vang

Specified Play Equipment Company has developed a custom playground configuration based on the requirements as they have been presented for the Dentoni Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 137-143583-3 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Dentoni Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

INFORMATION  
MINIMUM FALL ZONE  
SURFACED WITH  
RESILIENT MATERIAL  
AREA

2877 SQ.FT.

PERIMETER  
367 FT.

STRUCTURE SIZE  
94' 3" x 78' 3"

STRUCTURE IS DESIGNED  
FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS



Registered  
to ISO 9001

Registered  
to ISO 14001



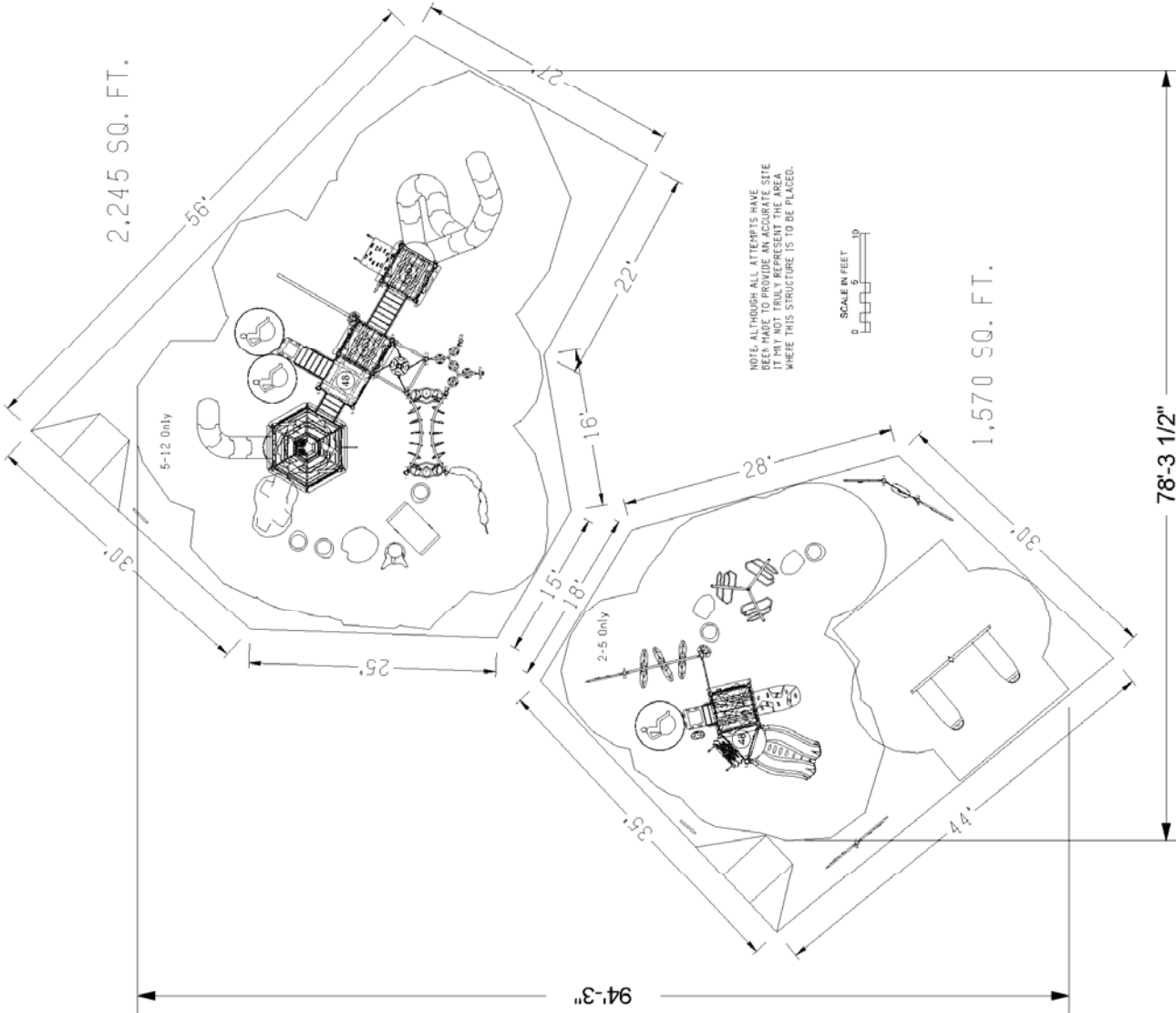
To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)

The play components identified  
in this plan are IPEMA  
certified. The use and layout of  
these components conform to the  
requirements of ASTM F1487.  
To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)

The space requirements shown  
here are to ASTM standards.  
Requirements for other standards  
may be different.

The use and layout of play  
components identified in this plan  
conform to the CPSC guidelines.  
U.S. CPSC recommends the  
separation of age groups in  
playground layouts.

EXHIBIT 1



**WARNING!**

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.  
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.  
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

**ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)**

NUMBER OF PLAY EVENTS:	44
NUMBER OF ELEVATED PLAY EVENTS:	13
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 13
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 31
NUMBER OF GROUND LEVEL PLAY EVENTS:	RECD: 7
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	RECD: 4
	RECD: 9
	RECD: 3



November 08, 2021

SERIES: Basics, Specialty Items, Intensity, Nucleus

Dentoni Park

Specified Play Equipment Company

SITE PLAN

1430 Royal Oaks Dr.

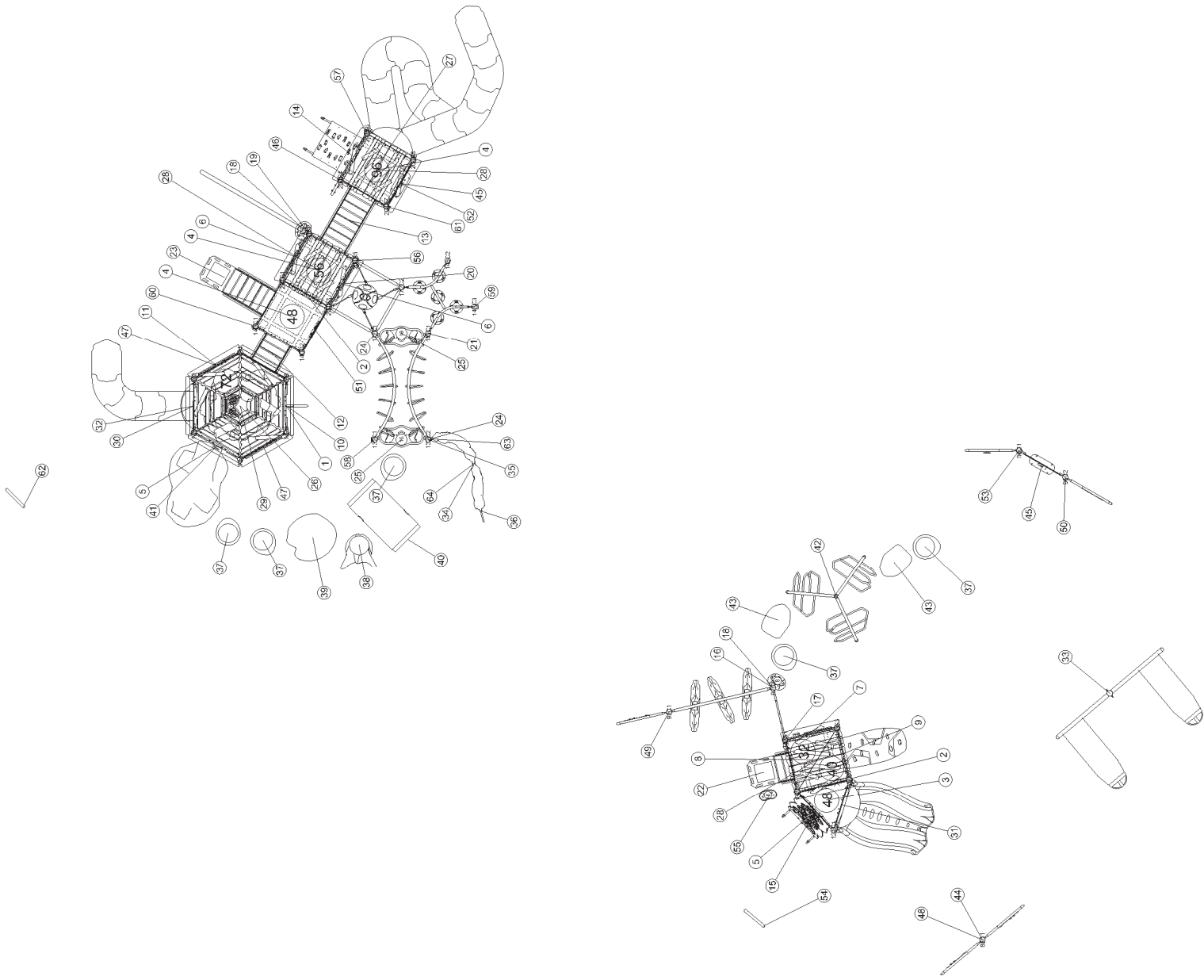
137-143583-3

DRAWN BY: Pa Der Vang

Stockton, CA 95209



ITEM	COMP.	DESCRIPTION
1	270-0007	CLUBHOUSE STANCHION
2	270-0009	8" CLOSURE PLATE, ELLIPSE
3	270-0129	TRIANGLE PLATFORM
4	270-0130	SQUARE PLATFORM
5	270-0192	CLUBHOUSE UNITARY ENCLOSURE
6	270-0193	CLUBHOUSE OFFSET ENCLOSURE
7	270-0194	CLUBHOUSE OFFSET ENCLOSURE
8	270-0301	SPLIT SQUARE PLATFORM CLOSURE
9	370-0038	CLUBHOUSE ASCEND ROCK CLIMBER
10	370-0048	SLIDING POLE 56"-72"
11	370-0425	INTERNAL BARRIER/LEAF CLIMBER
12	370-0467	24" TRANSITION STAIR W/BARRIER
13	370-0469	40" TRANSITION STAIR W/BARRIER
14	370-0781	CLUBHOUSE STONE SLOPE CLIMBER
15	370-0805	JUNGLE VINE CLIMBER 48"
16	370-0835	TRIGON ARCH, GL
17	370-0867	TREE BRANCH CLIMBER-3
18	370-1608	OVISTEP LAUNCH PAD
19	370-1612	APEX ELLIPSE CLIMBER
20	370-1617	TAKTIKS TANGLE CLIMBER
21	370-1624	INTENSITY PODSTEP CLIMBER
22	370-1657	TRANSFER STATION, HANDRAIL
23	370-1659	TRANSFER STATION, HANDRAIL
24	370-1675	STRAIGHT OVERHEAD, NUCLEUS
25	470-0101	DYNAMIC PAD
26	470-0381	NP HEXAGON PLATFORM/TREE
27	470-0574	VIPER II OVER UNDER 96
28	470-0625	CLUBHOUSE RETREAT ROOF
29	470-0632	CLUBHOUSE HEX ROOF FOR TR
30	470-0738	VIPER R2 64-72 W/O HOOD
31	470-0755	LUCE SLIDE, 48"-56"
32	470-0805	SLIDE HOOD, HIGH SIDE WALL
33	550-9011	T-SWING, 2 SEAT 7' TOT SEATS
34	560-0541	ROCKIT OFFSET PANEL
35	560-0542	ROCKIT CURVED PANEL
36	560-0545	ROCKIT END LADDER
37	560-0553	NATURE PLAY STUMP - SMALL
38	560-0554	NATURE PLAY STUMP - LARGE
39	560-0555	NATURE PLAY ROCK, MEDIUM
40	560-0559	NATURE PLAY LOG TUNNEL
41	560-0560	NATURE PLAY ROCK CLIMBER
42	560-2594	VERVE CLIMBER III XS
43	560-2614	NATURE PLAY ROCK, SMALL
44	570-0687	CHARADE RING PANEL
45	570-0701	CUSTOM PANEL 56 WITH COUNT
46	570-0717	RAINDROPS ACTIVITY PANEL
47	570-0782	CLUBHOUSE FULL BOARD PANEL
48	570-0814	PROPELLER RING PANEL
49	570-0815	WAVER RING PANEL
50	570-0860	3-IN-A-ROW RING PANEL
51	570-1863	RAIN WHEEL PANEL
52	570-2635	CUSTOM CURVED 41
53	570-2703	COLLISION RING PANEL
54	580-1296	FS WELCOME SIGN, AGES 2-5 BIRTH
55	580-1364	LIL NOVO BEAN STEP
56	580-1381	BIBA RED MARKER, CLIMBER
57	580-1382	BIBA YELLOW MARKER, SLINGS
58	580-1383	BIBA PURPLE MARKER, OVER THE
59	580-1384	BIBA BLUE MARKER, TUBES
60	580-1385	BIBA ORANGE MARKER, BRIDGE
61	580-1386	BIBA GREEN MARKER, SWINGS
62	580-1388	WELCOME SIGN, BIBA, AGES 5-11
63	660-0137	ROCKIT ATTACHMENT POST 55
64	660-0139	ROCKIT Z POST 112 3/4" HIGH

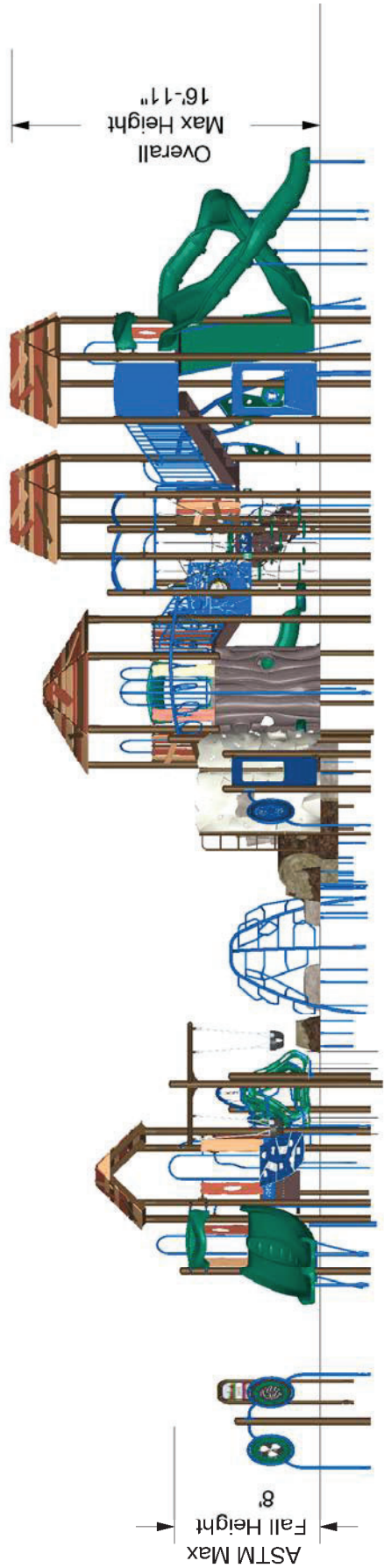


November 08, 2021

SERIES: Basics, Specialty Items, Intensity, Nucleus  
 COMPONENT PLAN  
 DRAWN BY: Pa Der Vang

Dentoni Park  
 1430 Royal Oaks Dr.  
 Stockton, CA 95209

Specified Play Equipment Company  
 137-143583-3



SERIES: Basics, Specialty Items, Intensity, Nucleus  
 ELEVATION PLAN  
 DRAWN BY: Pa Der Vang

Dentoni Park  
 1430 Royal Oaks Dr.  
 Stockton, CA 95209

Specified Play Equipment Company  
 137-143583-3

November 08, 2021

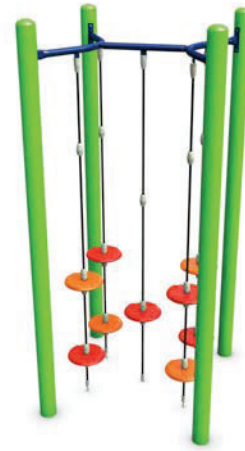
The protective surfacing for this design must accommodate the critical fall height.

# FEATURED PLAY EVENTS



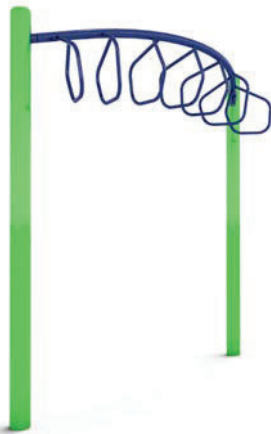
## Viper Slide

The Viper Slide can't be tamed, but kids love trying! Viper's exciting twisty and fast serpentine action is guaranteed to generate incredible high-energy fun and safe, healthy play.



## PodStep Intensity

Full of challenge and fun, PodStep Climbers will move kids' bodies and minds as they climb up, down and around these moving pods.



## Straight Overhead

Overhead events build upper body strength and endurance, improve eye-hand coordination and elevate children's self-confidence.



## Waver Ring Panel

Create the perfect play area for children with Burke's Interactive Play Panels. The play panels encourage exploration, interaction and develop fine-motor skills for children with all abilities.

# FEATURED PLAY EVENTS



## Clubhouse Hex Roof

The ClubHouse design offers kids and families the opportunity to reconnect and rediscover the wonders of nature within a safe and durable environment. A full collection of ClubHouse components, including climbers, panels, enclosures and roofs, cultivate imaginations and nurture the need for play.



## T-SWING

Burke introduces T-Swings, a great addition to our array of swing options. The T-Swings are Burke Built™ with the durability to last for years.



## NaturePlay Rock Climber

Blend the wonder of nature into your playground by adding fun and adventure with Burke's Glass Fiber Reinforced Concrete (GFRC) Play Events!



## RockIt Offset Panel

RockIt creates the thrill, excitement and challenge of rock climbing in a realistic, yet safe, playground environment. Kids love a challenge, and RockIt challenges them with options to go around, through or over the mountain!

# BIBA® PLAYGROUND GAMES

## ADD MORE PLAY, MOVEMENT AND FUN

Biba brings more engagement, more fun and more people to play. It's another way to view and expand Play That Moves You. Biba on a playground brings games to kids, families and communities that meet them where they are and challenges them to spend more time outdoors moving, playing and developing skills that transcend the playground. At its core, Biba features a variety of games including popular and recognizable characters that will engage and expand the play value of Burke playgrounds like never before. Biba brings imagination, movement and fun that can't be found anywhere else! All you need is the Biba App, a Burke playground featuring Biba and the readiness for a whole new kind of playground experience.

## PLAY TOGETHER

Engaging kids and families and creating an experience that fosters social, emotional, physical and cognitive development is part of what Biba on a Burke playground offers. When everyone is engaged, more time is spent at the playground getting that much-needed movement, building relationships and having fun outside.

## PLAY GAMES

Getting all the latest in playground games from the leader in outdoor mobile gaming is easy – just download the FREE App and find the nearest Biba playground and start having fun!

## PLAYGROUND ENHANCEMENT

Breathing new life into your existing playspace comes from finding fresh, innovative and fun ways to use the space. Enter Biba. Taking an existing playground and adding Biba expands the play value of your existing environment and enhances the playground experience so that every adventure is new again.

## STATS IN PLAY

Yes, stats in play...you read that right! With Biba on your playground, you can have statistics at your fingertips. These statistics help parents follow along with their children's progress, while helping park managers understand their park usage, comparing playground facility usage and helping provide quantitative data to support future budget requests. Stats and play unite with Biba!

**CALL YOUR LOCAL REPRESENTATIVE AT 800.266.1250 OR VISIT [BCIBURKE.COM/BIBA](http://BCIBURKE.COM/BIBA) TO LEARN MORE.**



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# BURKE BUILT QUALITY

EXHIBIT 1



## Discover the value of investing in a Burke Playground:

### **KOREKONNECT® DIRECT-BOLT CLAMP SYSTEM:**

Nucleus® features our Industry-leading KoreKonnnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnnect is covered for 100 years under our non-prorated Generations Warranty®.

### **DIRECT-BOLT CONNECTION SYSTEM:**

Intensity®, ELEVATE® Fitness Course, ACTIVATE® Fitness Circuit and Synergy® feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKonnnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

### **EZKONNECT® DECK MOUNTING SYSTEM:**

Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

### **PLATFORMS:**

Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

### **TAMPER-RESISTANT STAINLESS STEEL HARDWARE:**

All hardware is covered for 100 years under our Generations Warranty.

### **PREMIUM POWDER COATINGS:**

Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

### **COMPOUND PLASTICS WITH UV-20:**

You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-20 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

### **CLIMBING CABLES:**

Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

### **ALUMINUM CONNECTORS:**

Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.

# COOPERATIVE PURCHASING OPTIONS

## PLAYGROUNDS WITHOUT ALL THE PAPERWORK

Purchasing with contracts may sound intimidating, but getting your community playspace doesn't need to be a painful process of writing specifications, issuing RFP's and jumping through hoops – it can be simplified – we promise! As you continue planning for your new commercial playground, review the Purchasing Contracts offered through our partners. Purchasing with one of these contracts simplifies the process and ensures the design and intent remain the same – serving as a place for your community to gather, grow and thrive.

### EQUALIS GROUP

Equalis is an innovative cooperative purchasing organization that believes in the power of partnership and that when you work together you achieve more. The basic premise of the Equalis cooperative purchasing organization is to leverage the combined buying power of all members for better pricing and favorable contract terms. Equalis Group uses the lead agency model for competitively bid contracts, provides our participants the savings they expect and offers efficiencies and peace of mind within the procurement process. It is our mission to continuously improve the measurable and meaningful impact of cooperative services for everyone throughout the supply chain.

### OMNIA PARTNERS

OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

### HGACBUY

Purchasing Burke playground equipment through HGACBuy gives your agency access to volume purchasing agreements and discounts, and there's no need to incur the time and expense of writing specs, issuing RFPs, advertising and evaluating bids. This can shorten your procurement cycle by months, while ensuring compliance with competitive bidding requirements.

### SOURCEWELL

As a leader in cooperative purchasing, Sourcewell is passionate about helping members fulfill their public service missions. Sourcewell builds strong relationships with members and vendors to develop practical solutions together.

The easiest way to Join Our Movement is to call your local Representative at 800.266.1250 or visit [bciburke.com/rep](http://bciburke.com/rep). Our passion is bringing play to communities like yours and we can't wait to help you get started!



# BURKE GENERATIONS WARRANTY®

## The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

## We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Warranty Exclusions:** The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather, immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

**Limitation of Remedies:** Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

### Terms of Sale

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

**Weights:** Weights are approximate and may vary with actual orders.

**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2021



# SPEC Guarantee

Specified Play Equipment provides FREE warranty labor on all SPEC installed equipment in California

- Equipment must have been originally installed by SPEC installers
- Labor covered must be on Equipment under manufacturer's warranty
- Covers all SPEC Playground and Sport Equipment brands
- Applies only to customers in California

## SPEC Guarantee Case Study

*Example: If Burke slide breaks 14 years after installation*

### Manufacturer + SPEC:

Cost to replace broken slide:

\$0 equipment

\$0 freight

\$0 installation

Total: \$0

### Other Companies:

Cost to replace broken slide:

\$4,700 equipment

\$1,300 freight

\$3,000 installation

Total: \$9,000

Burke Provides NEW 15 Year warranty on the replacement slide!  
 Reliable Equipment+ Professional Installation= Lowest cost of Ownership!