

## **APPENDIX A**

### **DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 202X by and between \_\_\_\_\_ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of \_\_\_\_\_ Playground Systems, Installation, Service and Related Items ("the products and services").*

### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R #22-02 for \_\_\_\_\_ ("RFP"), to which Contractor provided a response ("Proposal"); and \_\_\_\_\_ Playground Systems, Installation, Service and Related Items

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

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

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any

CONTRACT

combination of initial and renewal periods) not to exceed five years. Any tasks or project agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

- 3) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 4) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 5) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 6) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 7) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 8) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 9) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 10) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 11) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 12) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to



failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied

with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 13) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 14) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 15) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 16) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 17) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 18) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 19) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 20) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 21) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 22) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 23) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 24) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 25) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 26) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 27) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 28) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 29) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 30) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 31) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 32) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 33) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

- 34) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.
- 35) Authorized Distributors/Subs. Should an Awarded Offeror utilize distributors and/or dealers that have been approved, Participating Public Agencies may choose to issue work directly to the distributor and/or dealer if allowed by the Awarded Offeror and Participating Public Agency.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Playcraft Systems LLC

Address 123 North Valley Drive

City/State/Zip Grants Pass, OR 97526

Telephone No. 541-955-9199

Email Address sales@playcraftsystems.com

Printed Name Kyle Fauley

Title Sales Manager

Authorized signature *Kyle Fauley*

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

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

## Appendix B

## TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

- ☒ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- ☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

[illegible]

## Products/Pricing

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Discounts proposed should remain the same for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories.

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable) [See price list attached.](#)

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

iii. Offerors should describe their services, parts, and labor components.

[Playcraft Systems offers turn-key projects to include supply, delivery, and installation of play equipment, surfacing and related items. Labor component determined by regional factors and requirements not to exceed 65% of retail cost.](#)

iv. Is pricing available for all products and services?

[Any pricing not shown on the price list is available upon request.](#)

v. Describe any shipping charges.

[Shipping charges are calculated from Playcraft Systems to end destination and are determined by size, weight, and volume necessary to ship best way.](#)

vi. Provide pricing for warranties on all products and services.

[Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period.](#)



vii. Describe any return and restocking fees.

Any cancellation after purchase authorization will be subject to a 30% restocking fee.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Special discounts may be authorized on a per project consideration.

ix. Describe how customers verify they are receiving Contract pricing.

Customers may request a MSRP authorization letter to confirm pricing.

x. Describe payment methods offered.

Payments may be made by check, credit card, or electronic bank authorization.

xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Playcraft Systems pricing will remain as proposed unless market conditions justify adjustments due to supply of materials and labor costs.

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.

New products introduced into our catalog of items will be priced and aligned with current market conditions. Contract discounts remain as proposed.

xiii. Provide any additional information relevant to this section.

As with any project, cost is a major consideration. Describe a cost model that provides Region 4 ESC and Participating Public Agencies with both the services desired from a complex project perspective and also to know that the product costs are defined and appropriate for the items being procured. Additionally, Region 4 ESC wants to enter into a relationship with the best available company or organization and recognizes that the "best value" is not always provided by the "low-cost proposal". It is vitally important that a district get value for its dollar and be able to demonstrate this to the taxpayers. Consequently, prospective vendor(s) are required to provide a proposed pricing model that will:

- Be able to demonstrate throughout the life of the contract that the costs associated with this partnership are within normal and customary charges for the type of service provided.
- Be simple to administer as specific scopes of work are developed.
- Meet all statutory requirements for record keeping, reporting and auditing of public funds.
- Adhere to agency purchasing policy.
- Be flexible in working within established budgets.
- Provide firm/competitive prices to clients once the projects are scoped

- Provide service rates and contractual maximum uplifts for goods and services through both your firm.
- Vendor(s) must submit a cost proposal fully supported by documentation. This must be a verifiable price index for equipment, systems, parts, components, surfacing materials, site furnishings, installation and all other Products, services and supplies offered by the supplier.

See Cost Proposal attached.

- Include building pricing for a current infrastructure build out for a typical agency with appropriate technology infrastructure to support voice video and data to the desktop (data being Internet connectivity at a minimum).
- There may be times where products or services required are needed from a supplier outside of awarded supplier's capabilities. Indicate how these situations will be handled.

Playcraft Systems, a Playcore company, has access to our sister companies' portfolio of items. Playcore holdings of companies encompass nearly the whole spectrum of park and playground products and services. If there happens to be an area where we are not able to provide under the Playcore umbrella, Playcraft will do its due diligence to acquire said product or service.

It cannot be over emphasized how important this criterion is to the potential success of any prospective contractor(s) and your particular attention to providing a unique and workable implementation is strongly recommended.

#### Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contractor exceeds at its own risk will be needed as determined and set by the Participating Public Agency. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Cost Model  
Playcraft Systems

Planning Phase	Sample Cost
Customer contacts Playcraft Systems/Consultant	0
On-Site Consultation	0
Discuss Parameters	0
Site Evaluation	0
Age Appropriateness	0
Accessibility Needs	0
Child Capacity	0
Budget Concerns	0
Scope of Project – Installation, Surfacing, Site Work	0
Time Frame Discussions	0
Design Software Utilization	0
Design Phase	
Customer/Consultant communication with Playcraft Systems	0
Design is Reviewed	0
3D Renders Produced	0
2D and CAD Files Produced	0
Quote Provided to Customer	0
Color Selection	0
Site Plan Layout	0
Review by Customer – Changes to Budget, if needed	
Design Alternatives	0
Materials for Presentations	0
Financing Options	0
Assume NF5B8467A Custom R5 Play Structure Retail price \$97,917.45 less 10%	\$88,125.71
Customer Issues PO – Review for Completeness, Accuracy, Adherence to	
District Policy, OMINIA Partners Policy	0
Installation – Assume 35% of Retail Price (will vary depending on location	
And site conditions – typically 25-35% of retail not to exceed	
65% of retail)	\$34,271.11
Freight – to Portland, OR for example	\$2300.00
Surfacing – Assume 3000 sq. ft., 8' fall height, 3 rolls duraliner,	
Engineered Wood Fiber including freight and install	\$6,083.18
Schedule Delivery/Installation with Customer	0
Manufacturing and Handling	0
Installation	
Playground equipment manual included – Maintenance	
And Safety Information	0
Maintenance Kit Provided	0
Review with Customer – Equipment – Training – Maintenance	
Warranty	0
Warranty/Labor Warranty	0
Record Keeping – Reporting to OMNIA	0
Total	\$130,780.00





A PLAYCORE Company

123 North Valley Drive, Grants Pass, OR 97526

Tel: (541)-955-9199

May 17, 2021

Re: Playcraft Systems OMNIA Contract R170304

To whom it may concern,

Please update our consultant list to the following:

- Advanced Recreation Concepts
  - 3125 Skyway, Melbourne, FL 32934
  - Contact: Paul Bickham
  - 866-957-2355
  - [info@ARCFlorida.com](mailto:info@ARCFlorida.com)
- AllPlay Systems
  - 170 Havenwood Lane, Sequim, WA 98382
  - Contact: Danielle Patterson
  - 360-808-5925
  - [danielle@allplaysystems.com](mailto:danielle@allplaysystems.com)
- Commercial Recreation Group
  - 15150 Herriman Blvd Suite B, Noblesville, IN 46060
  - Contact: Travis Goebel
  - 877-353-7533
  - [Travis@crgplay.com](mailto:Travis@crgplay.com)
- Great Southern Recreation
  - 3441-Q Old Fort Pkway #462
  - Contact: Justin Vance
  - 800-390-8438
  - [info@greatsouthernrec.com](mailto:info@greatsouthernrec.com)
- Finnegan Playground Adventures
  - 1609 County Rd 42 #317
  - Burnsville, MN 55306
  - 952-687-1415
  - [matt@fpacompany.com](mailto:matt@fpacompany.com)
- LuckyDog Recreation
  - 1251 N 3700 East, Ashton, ID 83420
  - Contact: Nicole Stoddard
  - 800-388-2196
  - [play@luckydrec.com](mailto:play@luckydrec.com)



A PLAYCORE Company

123 North Valley Drive, Grants Pass, OR 97526

Tel: (541)-955-9199

- MyTurn PlaySystems
  - 1606 4<sup>th</sup> Ave NW Suite B, West Fargo, ND 58078
  - Contact: Brandon Clouse
  - 855-268-7529
  - [info@myturnplaysystems.com](mailto:info@myturnplaysystems.com)
- Park Planet
  - 1555 Tahoe Ct, Redding, CA 96003
  - Contact: Dena Carter
  - 877-473-7619
  - [info@parkplanet.com](mailto:info@parkplanet.com)
- Pacific Play Systems
  - 3288 Grey Hawk Court
  - Contact: Ali Bemanian
  - 855-599-7355
  - [sales@pacificplayinc.com](mailto:sales@pacificplayinc.com)
- Play Environments, Inc.
  - 563 College Ave, Holland, MI 49423
  - Contact: Jared Blazak
  - 616-395-2565
  - [playenviro@ameritech.net](mailto:playenviro@ameritech.net)
- River Valley Recreation
  - 1178 Nursery Road, Wrightsville, PA 17368
  - Contact: Kory Bortner
  - 717-252-1894
  - [kbortner@rivervalleylandscapes.com](mailto:kbortner@rivervalleylandscapes.com)
- Service Supply
  - 1610 Lancaster Ave, Reynoldsburg, OH 43068
  - Contact: Jerry Groves
  - 614-861-3681
  - [jgroves@servicesupplyltd.com](mailto:jgroves@servicesupplyltd.com)
- SunState Recreation
  - 12858 W Wilshire Drive, Avondale, AZ 85392
  - Contact: Jeff Hunter
  - 623-547-0021
  - [jeff@sunstaterec.com](mailto:jeff@sunstaterec.com)
- The PlayWell Group
  - 4743 Iberia Ave, Suite C, Dallas, TX 75207
  - Contact: James Robertson
  - 800-726-1816
  - [james@playwellgroup.com](mailto:james@playwellgroup.com)

## Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

See attached Appendix D, Exhibit A.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

See attached Appendix D, Exhibit B.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

See attached Appendix D, Exhibits F and G.

iv. Describe how Offeror responds to emergency orders.

Emergency order will take preference and be moved to the front of the schedule to be completed in a timely manner.

v. What is Offeror's average Fill Rate?

98%-100% - Rarely does Playcraft have orders cancelled. If by chance a fully executed and manufactured order is canceled, the product is offered to our network of consultants at special pricing.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

95% - We strive very hard to set a shipping schedule date and stick to it. As we are the manufacturer and are among the most vertically integrated playground equipment manufacturers in the nation, we have as much control over shipping schedules as anyone. We do not outsource the manufacturing of our components, as many of our competitors do. In the rare instance that a shipping delay is necessary, we notify our customer immediately (usually 2 weeks prior to shipping date) and agree upon a new date. If the customer cannot agree to a new date, we are almost always able to find a way to maintain the original schedule. Usually, with our notification process, the customer is agreeable to a new ship date.

vii. Describe Offeror's return and restocking policy.

An order may be canceled in writing at any time prior to tender of the Products. All cancellations will be subject to a 30% cancellation/restocking fee.

viii. Describe Offeror's ability to meet service and warranty needs.

Service and warranty needs are addressed by our Customer Service Department. Customer Service personnel is highly knowledgeable of the Playcraft Systems product and warranty parameters.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Our customer service department considers problem solution and consultant/customer support to be the number one priority. Most issues are handled with one phone call to us. All other inquiries are resolved with a proposed solution within 24 hours. As we are the manufacturer, we can handle all issues regarding our equipment directly. This contrasts with any bidders who are playground distributors, who will be at the mercy of their manufacturer to provide customer service.

Customer Service Manager is available by email, phone or through our website customer service forms.

Customer Service Department  
Keith Glover, Manager  
[Keith.glover@playcraftsystems.com](mailto:Keith.glover@playcraftsystems.com)  
541-955-9199 x 115  
541-450-5669 cell

x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Final Invoice is sent after order has shipped. General payment terms are 50% Deposit/Net 30. However, contract purchases are Net 30. Credit Card payments incur a 3.5% service fee.

xi. Describe Offeror's contract implementation/customer transition plan.

Purchases on the OMNIA Partners contract are indicated on the customer's Purchase Order by including the OMNIA Partners contract #. At time of order submission/entry, one can indicate if a contract is being utilized. This alerts the Accounting Department so proper reporting can be completed.

xii. Describe the financial condition of Offeror.

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

[www.playcraftsystems.com](http://www.playcraftsystems.com)

xiv. Describe the Offeror's safety record.

Safety is a priority in any manufacturing process. Playcraft Systems follows the guidelines of OSHA and has regularly schedule safety meetings with representatives of each department.

See attached EEO Report.

xv. Provide any additional information relevant to this section.



# EEO-1 Report For FEIN 814605698 FROM 12/07/2020 TO 12/13/2020

**Playcraft**

**123 North Valley Drive**

**Grants Pass, OR 97526**

Job Categories	Race/Ethnicity														
	Hispanic Or Latino		Non-Hispanic Or Latino												TOTAL S
			Male						Female						
	Mal e	Femal e	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	Native American or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	Native American or Alaska Native	Two or more races	
(1.1) Executive/Senior Level Officials and Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(1.2) First/Mid-Level Officials and Managers	1	0	7	0	0	0	0	0	1	0	0	0	0	0	9
(2) Professionals	0	0	4	0	0	0	0	0	0	0	0	0	0	0	4
(3) Technicians	0	0	10	0	0	0	0	1	1	0	0	0	0	0	12
(4) Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(5) Administrative Support Workers	1	0	9	0	0	0	0	1	12	0	0	0	0	0	23
(6) Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(7) Operatives	14	2	18	0	0	0	0	1	2	0	0	0	0	0	37
(8) Laborers and Helpers	14	1	49	2	0	0	0	1	6	0	0	0	0	0	73
(9) Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	30	3	97	2	0	0	0	4	22	0	0	0	0	0	158

# Value Add

Playcraft Systems is offering our full line of equipment and services to include all playground equipment, surfacing, shade structures, site amenities, and rope structures. See included catalog for complete offering. In addition to Playcraft Systems, we will offer third party products necessary to complete a turn-key project. Such items/entity includes, but not limited to:

- Engineered Wood Fiber – Zeager Brothers, Fibar, Play Soft
- Playground Sand – Pro Tour Sand
- Turf Safety Surfacing – Tot-Turf, Everlawn, Challenger Industries
- Poured-in-Place Surfacing – Tot-Turf
- Rubber Tile Surfacing – Sof-Surfaces, Ultimate RB
- Fencing – Pacific Play Systems, Inc.
- Shade Structures – Custom Canopies, Ultra Shade, Modern Shade, Mueller, Superior, Icon
- Playground Boulders – ID Sculpture
- Spinners, Nets, Rope Courses, etc. – Rope Camp
- Site Furnishings – Ultra Site, Belson
- Aquatics – NIRBO Aquatics, Spectrum,
- Water Play – Water Odyssey
- Music Parks – Harmony Park
- Site Work
- Installation Services

Along with the products Playcraft has to offer, PlayCore provides several benefits through Playcraft for this contract. These benefits include:

- Architect Training Credits (CEU)
- Global marketing initiatives
- Primary sponsorships to several trade shows, including the National Parks & Recreation Association Trade Show (NRPA)
- Education seminars
- National partnerships with several other leading companies, including Voice of Play, US Play Coalition, Kids Around the World, City Park Alliance, and American Trails Association
- PlayCore invests a substantial amount of time and money into researching how children play and ways to improve a child's experience on the playground. Due to this, they have several methods of providing grant funding and support to customers looking at developing a new playground in their community.



## IPEMA Playground Equipment Certification Program

### Annual Inspection Report

**Inspection Type:**

Initial Inspection:

☐

Annual/Subsequent Inspection:

☒

Date(s) of This Inspection:

October 28-29, 2020

Participant:

Playcraft Systems, LLC

Inspection Address:

123 North Valley Drive, Grants Pass, OR 97526

Certification to Standard(s):

ASTM F1487

☒

CSA Z614

☒

**Inspection Results:**

Facility Approval

Yes ☒

No ☐

Pending ☐

Validator:

*Tim Lockstein*

Participant Rep:

*Wesley Hutchinson*

Date:

October 29, 2020

Date:

October 29, 2020

**Summary Comments:**

Continue Certification for 2020.

Virtual Inspection this year using MS Teams.

Good Inspection this year.

## APPENDIX D, EXHIBIT A

### 3.0 SUPPLIER RESPONSE

#### **3.1 Company – Playcraft Systems, LLC.**

**A.** At Playcraft Systems, we often say “we manufacture tomorrow’s playgrounds today” a reference to our advanced designs and state-of-the-art manufacturing capabilities. Our manufacturing facility is one of the most modern and vertically integrated in the industry. This means that we design and manufacture virtually all of our components in-house allowing us to control all aspects of quality, innovation, and fabrication. We are IPEMA certified, and our products meet or exceed the design and safety guidelines found in the ASTM F1487 and USCPSC guidelines for playground equipment designed for public use.

Playcraft Systems originated in the small town of Cave Junction, Oregon, a town with a population of less than 2,000. Using his garage as ground zero, Kurt Krauss started creating wooden structures for recreational customers, including dog houses, playhouses, and backyard playground equipment. As word began to spread of the quality of his products, Kurt started developing more steel and plastic into his designs. This eventually led him to break into the commercial playground industry and establish Playcraft Systems in 1990. 27 years later, it has become the largest manufacturer of playground equipment on the West Coast. Just like Kurt’s wooden recreational product, Playcraft Systems is known for their industry leading quality and exceptional customer service. This core value has led Playcraft to become an international manufacturer, selling in areas across North America, China, and the Middle East.

In 2017, Playcraft Systems was purchased by PlayCore, a purpose-driven company that helps build stronger communities around the world by advancing play and recreation through research, education, and partnerships. Since the purchase by PlayCore, Playcraft Systems has continued the expansion of our product lines, including the release of our Infinity upgrades, and NFUSE™ series.

**B.** See Consultant List attached.

Playcraft Systems holds individual contracts with their distribution network. As of now, Playcraft has 28 consultants across the world, which amounts to over 120 salesmen pushing the Playcraft Product.

**C.** See Consultant List attached. Please contact Playcraft Systems Sales Manager, Kyle Fauley, for communications with local Playcraft consultants.

**D.** PROPRIETARY INFORMATION - Annual Sales – Has been removed for this copy.

2018 -

2019 -

2020 -

FEIN #81-4605698

DUNN & BRADSTREET #080600268

**E.** Based in southern Oregon, environmental factors are a high concern for Playcraft Systems. We take pride in developing state of the art manufacturing processes that cut back on our carbon footprint. This includes, but not limited to, motion sensor factory floor lighting, recycled water for machinery, mass paper and plastic recycling, and reuse of scrap material. Please see our green initiative in the flyer below.



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**ENVIRONMENTAL  
STEWARDSHIP**





# Playcraft's Commitment to a Better World

## Earth Friendly Manufacturing Techniques & Recycling

Playcraft Systems, is committed to creating the best playground equipment available for the health of our children, our communities, and the environment. We employ the latest, most modern equipment and earth-friendly manufacturing processes, and we always use materials with the highest recycled and/or recyclable content possible without sacrificing safety, durability or quality. Our West Coast facility location, near six of the "top ten greenest U.S. cities", places us in close proximity to recycling facilities and to our suppliers of recycled materials. In addition, we manufacture virtually all of our finished products in-house, which saves transportation costs, and helps to reduce our overall carbon footprint.



### Recycled/Recyclable Materials

The use of recycled materials is an important decision, and Playcraft Systems is an industry leader in making environmentally-responsible material choices. We were among the first to offer phthalate-free Play-Tuff™ coatings, and to exceed the guidelines found in the Consumer Product Safety Improvement Act (CPSIA).



### Certification Assistance

There are a variety of certification programs and incentives available to encourage sustainable building practices. Playcraft Systems can assist your organization in taking advantage of these programs by providing playground equipment which far exceeds the minimum recycled-content amounts needed to qualify for many of these incentives and credits.



### Energy-efficient Manufacturing

The way that parts are designed and machinery is used can have a dramatic impact on the energy resources consumed during the manufacturing process. Playcraft Systems has invested heavily in new energy-efficient equipment and lighting throughout our state-of-the-art manufacturing facility in rural Southern Oregon.



### Reduced Manufacturing Waste

Playcraft Systems currently recycles virtually all scrap materials produced in our plant, including plastics, metals, and paper. In addition, we continue to find ways to reduce the amount of scrap we produce through improved manufacturing processes.

**Playcraft Systems is an advocate of responsible environmental practices, with the goal of balancing the needs of the present with the goals of the future.**

**F.** Playcraft Systems does not hold a diversity certificate. Pricing is set at one price point for all.

**G.** Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes      ☒ No

If yes, list certifying agency: \_\_\_\_\_

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes      ☒ No

If yes, list certifying agency: \_\_\_\_\_

c. Historically Underutilized Business (HUB)

Yes      ☒ No

If yes, list certifying agency: \_\_\_\_\_

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☒ Yes      No

If yes, list certifying agency: U.S. Small Business Administration

e. Other recognized diversity certificate holder

Yes      ☒ No

If yes, list certifying agency: \_\_\_\_\_

**H.** Our Consultants are independent owners and may utilize subcontractors when providing services such as site work and installation. If subcontractors meet minority-owned standards, certifications can be obtained.

**I.** The Playcraft Systems Standard: Doing it better when no one is looking.

Over 30 years ago, we set out to make the best commercial playgrounds the world had ever seen. To do that, we knew we would have to raise the bar on excellence. So, we created a new and better way of doing things...Setting a higher industry standard. The Playcraft Systems Higher Standard means we don't settle for less than the best. From complete and consistent in-house manufacturing, to the finest materials, to the best and thickest finishes, Playcraft Systems set the standard in quality.

- **King Clamp™System** – We invent possibilities  
Before we invented the King Clamp, the playground industry struggled with mounting components to standard upright post in a fast, clean and economical way. Today, we lead the industry in clamping and fastening technology with our King Clamp. A clamp that allows multiple attachment points for improved installation times, simplified assembly, and clean value priced design flexibility.
- **Fit and Finish** – Quality is the best business plan  
Our metal components are precision welded, hand-cleaned, sandblasted, phosphate washed and sealed thoroughly in a multi-stage bath, then powder-coated not once

but TWICE, yielding an average coating thickness of over 11 mils. An industry first. That discernible Playcraft Systems shine, and durability is just another way we raise the bar on quality.

- Roto-Molding – Advanced plastics are our standard.

At Playcraft Systems, our team of designers and engineers utilize advanced technology and materials to design and manufacture the modern plastic products that our customers deserve and expect. Roto-molding each plastic component with extra thick walls, using advanced compound resins with top performing U.V. stabilizers ensure our products outperform the industry with extra strong, colorfast plastics. Plastics that withstand tough use and harsh environments.

- Die-Casting - Quality is not an act, it's a habit.

Playcraft Systems recently finished our state-of-the-art, Aluminum Die Casting facility, completing ambitious plans to manufacture everything in-house, for unmatched quality and value. From King Clamp collars and post sleeves, to our post caps and mounting brackets, use of aluminum in our products will continue to grow and remain essential to superior product design. Aluminum is fully recyclable, like most of the materials found in our products. At the end of the day, good product design reflects good stewardship of our environment.

- Decking – Built tuff for tough play.

Playground decking takes a beating. From extreme weather to active play, decks need to be tough! And Playcraft decks are the toughest, from top to bottom. Built with extra thick sheet steel and reinforced with doubled-up gusseting, you won't find a higher quality deck in the industry. And for the finishing touch, we dip each deck in super-thick and durable Play-Tuff coating, the ultimate kid friendly protection against everyday wear and tear.

J. Playcraft Systems has not been involved in any reorganizations or bankruptcy proceedings. We have in the past pressed suit to enforce collection of fees owed by one of our former distributors.

K. b. is not owned or operated by anyone who has been convicted of a felony.

L. No debarment or suspension actions have been taken against Playcraft Systems.

### **3.2 Distribution, Logistics**

A. Playcraft Systems is offering our full line of equipment and services to include all playground equipment, surfacing, shade structures, site amenities, and rope structures. See included catalog for complete offering. In addition to Playcraft Systems, we will offer third party products necessary to complete a turn-key project.

B. Playcraft Systems, LLC., the manufacturer of Playcraft Systems products, distributes our products and services through a network of consultants. All states, territories of the U.S and outlying areas are served.



**C.** All pricing to OMNIA Partners customers will be at 10% off retail. OMNIA sales may be direct ordered, or through one of our authorized consultants. Participating Agencies may request a verification letter of MSRP to ensure they are receiving current pricing and discount.

**D.** All orders are processed at Playcraft Systems and shipped from our facility utilizing various independent trucking companies. Third Party items may be directly shipped from our vendors to end user.

**E.** Playcraft Systems does not maintain additional distribution facilities, warehouses, or retail networks.

### **3.3 Marketing and Sales**

**A.** Playcraft Systems has a current OMNIA Partners contract and has educated our consultants fully on the advantages of OMNIA. Multiple consultants covering different territories have successfully utilized OMNIA to procure projects. We feel that we have done a good job of communicating the OMNIA option to our consultants. A press release from Playcraft Systems announcing the awarded contract will be sent to our consultants within the first 10 days of the award.

Training on the ongoing usage of the OMNIA Contract will be presented at our Playcraft Annual Consultant Summit.

**B.** If we are awarded this additional contract, we will create a press release announcing the award as well as feature the information on our web site. We have modified our distributor agreement to require our dealers to feature the OMNIA logo on their website which will link back to our website to provide further information. In addition, we have created a bonus commission structure for OMNIA sales as further incentive to our distributors. This bonus commission is volume-based and only offered for OMNIA sales.

The OMNIA logo is included on virtually all our sales and marketing flyers and publications. We have a “how to buy” section on our website with OMNIA featured prominently. Each OMNIA sale is announced to all our dealers through our website with the advantages of OMNIA reiterated each time. We have sent marketing materials produced by OMNIA to all our distributors, and we feature OMNIA prominently at all our trade shows.

Direct mail campaigns announcing approved purchasing through OMNIA have been utilized by Playcraft distributors to inform public agencies. Social media outlets are also used for announcements.

**C.** Playcraft Systems will promote the OMNIA contract to existing Public Agency customers as the go-to contract. It is the largest and most experienced organization in procurement and supply chain management which brings industry-leading buying power. Through this economics of scale, OMNIA can deliver more contracts.

Playcraft Systems currently held cooperatives:

GSA Contract #GS-03F-0076U

National Purchasing Partners

Association of Educational Purchasing Agencies

**D.** Playcraft Systems agrees to provide our company logo to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

**E.** Playcraft Systems will be proactive in direct sales of our goods and services to Public Agencies nationwide and timely follow up on leads provided by OMNIA Partners. The OMNIA logo is prominent on all sales materials. See Flyer below.



Playcraft Systems®, manufacturer of high quality commercial playground equipment has been awarded a Playground Systems and Service contract through a competitive solicitation process by Region 4 Education Service Center.

Contract # R170304

Our contract is administered by Omnia Partners.



We know you need to procure products and services as quickly and economically as possible, without sacrificing quality, performance or transparency. That's where Omnia Partners comes in.

#### Who is OMNIA Partners?

Omnia Partners is a cooperative purchasing organization, established with the specific purpose of reducing procurement costs by leveraging group volume. There is no fee to participate.

### Agencies eligible to participate

All State and public agencies, except federal (who use GSA contracts).

- K-12 School Districts
- Public Schools
- Private Schools
- Charter Schools
- State Colleges and Universities
- Private Colleges and Universities
- Charitable Organizations
- Churches
- Non-Profits
- State Agencies
- Cities/Municipalities
- Counties
- Special Districts (Housing Authorities, Airports, Water Districts, etc.)

### Benefits of Omnia Partners' cooperative purchasing

- Reduces agency administration burden of time/resources.
- Opportunity for greater efficiency and economies of scale in acquiring goods and services.
- Product cost savings through nationally leveraged pricing.
- No cost to agencies or minimum purchase amounts.
- First class purchasing procedures ensuring the most competitive contracts.

### What Playcraft Systems has to offer

All products offered by Playcraft Systems® are eligible for the Omnia Partners program including:

- Playground Equipment
- Playground Accessories
- Site Furnishings
- Playground Surfacing
- Fitness & Sports Equipment
- Installation

## How to get started with Omnia Partners

It's quick and easy to participate.  
Visit [omniapartners.com](http://omniapartners.com) and click "register."

Contact Omnia Partners at 866-875-3299 with any questions.

## How to get started with Playcraft Systems

We have a wide network of consultants to assist you with design, selection, and installation.

Visit [playcraftsystems.com](http://playcraftsystems.com) for your local consultant.  
Or call us at 800-333-8519.

**F.** Playcraft Systems strives to fully market the OMNIA contract. This is done through educating our distribution network of the contract and its benefits. By doing so, our distributors can then push the contract to their customers and eligible entities. In our industry, the ability to surpass the bidding process can greatly benefit any entity by bypassing additional costs required for bid writings and the costs needed during the duration of the bid. Playcraft will provide all entities several marketing promotions that describe all these benefits.

**G. Executive Support**

C.J. Schatza, General Manager/Vice President

Email: [cj@playcraftsystems.com](mailto:cj@playcraftsystems.com)

Phone: 541-955-9199 ext. 101

**Marketing**

Summer Everist, Marketing Manager

Email: [summer.everist@playcraftsystems.com](mailto:summer.everist@playcraftsystems.com)

Phone: 541-955-9199 ext. 127

**Sales**

Kyle Fauley, Sales Manager

Email: [kyle.fauley@playcraftsystems.com](mailto:kyle.fauley@playcraftsystems.com)

Phone: 541-955-9199 ext. 125

**Sales Support**

Margaret Miller, Sales Administration Supervisor

Email: [margaret.miller@playcraftsystems.com](mailto:margaret.miller@playcraftsystems.com)

Phone: 541-955-9199 ext. 123

**Financial Reporting**

Justin Shenandoah, Controller

Email: [justin.shenandoah@playcraftsystems.com](mailto:justin.shenandoah@playcraftsystems.com)

Phone: 541-973-2758

**Accounts Payable**

Jeanna Simila, Accounting

Email: [Jeanna.simila@playcraftsystems.com](mailto:Jeanna.simila@playcraftsystems.com)

Phone: 541-955-9199 ext. 227

**Contracts**

Kyle Fauley, Sales Manager

Email: [kyle.fauley@playcraftsystems.com](mailto:kyle.fauley@playcraftsystems.com)

Phone: 541-955-9199 ext. 125

**H.** Playcraft Systems national sales force is a network of dedicated consultants which each have their own territories to serve with their own sales forces to manage. Sales Manager, Kyle Fauley, oversees each consultant's contracts, and sales goals. Kyle communicates on a regular basis with each group to make sure Playcraft Systems is meeting their needs.

**I.** Sales Manager, Kyle Fauley, also oversees contracts. All contracts are reviewed internally allowing Playcraft Systems to oversee all sales. Kyle checks in with each consultant group periodically to see their use of contracts. All sales on contracts are documented and tallied per consultant. Those underutilizing the contract can benefit by accessing the resources provided by OMNIA such as state specific resources, funding, events, webinars, etc.

Continued marketing campaigns will be the most effective method for improvements on this contract. The contract will be marketed through all channels available to us – distributors, social media, paid media, trade shows, website, and our PlayDesigner software. We have dramatically increased our production of marketing materials and the OMNIA logo is prominently featured.

#### J. Public Agency Sales Fiscal Year 2020-2021 - \$31 Million

##### Top 10 Public Agency Sales for Fiscal Year 2020-2021

Consultant Group	Address	Contact	Phone	Email	Sales
Playcraft Direct	123 Norht Valley Drive, Grants Pass, OR 97523	Kyle Fauley	541-955-9199	<a href="mailto:kyle.fauley@playcraftsystems.com">kyle.fauley@playcraftsystems.com</a>	\$856,211.96
Pacific Play	3288 Grey Hawk Court, Carlsbad, CA 92010	Ali Bremanian	760-599-7355	<a href="mailto:ab@pacificplayinc.com">ab@pacificplayinc.com</a>	\$169,392.30
The Playwell Group	4743 Iberia Ave, Ste. C, Dallas, TX	Sara Partridge	800-726-1816	<a href="mailto:sara@playwellgroup.com">sara@playwellgroup.com</a>	\$117,656.30
Playcraft Systems	123 Norht Valley Drive, Grants Pass, OR 97523	Kyle Fauley	541-955-9199	<a href="mailto:kyle.fauley@playcraftsystems.com">kyle.fauley@playcraftsystems.com</a>	\$142,041.40
Commercial Recreation Group	15150 Herriman Blvd. Ste. A, Noblesville, IN 46060	Shane Burris	317-776-7830	<a href="mailto:shane@crgplay.com">shane@crgplay.com</a>	\$132,916.50
Park Planet	1555 Tahoe Court, Redding, CA 96003	Kasanna Coulter	530-244-6166	<a href="mailto:kasanna@parkplanet.com">kasanna@parkplanet.com</a>	\$126,646.50
Park Planet	1555 Tahoe Court, Redding, CA 96003	Kasanna Coulter	530-244-6166	<a href="mailto:kasanna@parkplanet.com">kasanna@parkplanet.com</a>	\$167,627.90
Park Planet	1555 Tahoe Court, Redding, CA 96003	Kasanna Coulter	530-244-6166	<a href="mailto:kasanna@parkplanet.com">kasanna@parkplanet.com</a>	\$170,314.90
Play Environments Design	563 College Ave, Holland, MI 49423	Jared Blaszk	616-395-2565	<a href="mailto:jaredb@playenviro.com">jaredb@playenviro.com</a>	\$145,053.00
Playcraft Direct	123 Norht Valley Drive, Grants Pass, OR 97523	Kyle Fauley	541-955-9199	<a href="mailto:kyle.fauley@playcraftsystems.com">kyle.fauley@playcraftsystems.com</a>	\$141,057.27

K. Playcraft Systems has expanded PlayDesigner™ design software to integrate with the new Purchase Manager™ program to allow consultants to place project orders, parts orders, design proposals, and freight requests at one central location. This integration has further allowed access to production flow to track an order throughout the process. Purchase Manager also is integrated into our management system that links to Order Processing, Accounting, Purchasing and Logistics to track orders from initial sale through manufacturing and shipping to final invoice.

#### L. Contract Sales Guarantee

\$800,000.00 in year one  
 \$1,500,000.00 in year two  
 \$2,000,000.00 in year three

#### M.

- i. Respond to solicitation with OMNIA discount of 10%
- ii. Respond to solicitation with discount greater than OMNIA 10% (i.e., 12%)
- iii. Respond to solicitation with discount less than OMNIA 10% (i.e., 5%)
- iv. Respond to solicitation with an option at a 5% discount and an option at OMNIA 10% discounts

**Exhibit F**  
**Federal Funds Certifications**

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**FEDERAL CERTIFICATIONS**

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCO's).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit





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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES KF Initials of Authorized Representative of offeror

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

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

Does offeror agree to abide by the above? YES KF Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES KF Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES KF Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES KF Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)**

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES KF Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES KF Initials of Authorized Representative of offeror

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#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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

Does offeror agree? YES KF Initials of Authorized Representative of offeror

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#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES KF Initials of Authorized Representative of offeror

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#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

Does offeror agree? YES KF Initials of Authorized Representative of offeror

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#### **CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES KF Initials of Authorized Representative of offeror

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Playcraft Systems, LLC.

Address, City, State, and Zip Code: 123 North Valley Drive  
Grants Pass, OR 97526

Phone Number: 541-955-9199 Fax Number: 541-955-6130

Printed Name and Title of Authorized Representative: Klye Fauley, Sales Manager

Email Address: kyle.fauley@playcraftsystems.com

Signature of Authorized Representative: Kyle Fauley Date: 11/12/2021

**Exhibit G**  
**New Jersey Business Compliance**

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1    Ownership Disclosure Form
- DOC #2    Non-Collusion Affidavit
- DOC #3    Affirmative Action Affidavit
- DOC #4    Political Contribution Disclosure Form
- DOC #5    Stockholder Disclosure Certification
- DOC #6    Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7    New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** Playcraft Systems, LLC.

**Organization Address:** 123 North Valley Drive  
Grants Pass, OR 97526

**Part I Check the box that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Kyle Fauley	Title:	Sales Manager
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Signature:	<i>Kyle Fauley</i>	Date:	November 10, 2021
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DOC #2

**NON-COLLUSION AFFIDAVIT**

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	<b>NON-COLLUSION AFFIDAVIT</b>
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.



# NON-COLLUSION AFFIDAVIT

State of New Jersey  
County of \_\_\_\_\_

SS:

I, Kyle Fauley residing in

Grants Pass6

(name of affiant)

(name of municipality)

in the County of Josephine and State of

Oregon of full age, being duly sworn according to law on my oath depose and say that:

I am Sales Manager of the firm of

(title or position)

(name of firm)

Playcraft Systems, LLC.

the bidder making this Proposal for the bid

entitled Playground Systems, Installation, Service and Related Items, and that I executed the said proposal with

(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full

knowledge that the Region 4 ESC relies upon the truth of the statements contained in said Proposal

(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Signature Kyle Fauley

\_\_\_\_\_, 2\_\_\_\_

(Type or print name of affiant under signature)

Notary public of

My Commission expires \_\_\_\_\_

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** Playcraft Systems, LLC.  
**Street:** 123 North Valley Drive  
**City, State, Zip Code:** Grants Pass, OR 97526

**Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

OR

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

OR

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

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

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

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

November 10, 2021  
**Date**

 Sales Manager  
**Authorized Signature and Title**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

*Kyle Fauley*

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Signature of ~~Procurement Agent~~  
Contractor  
Kyle Fauley, Sales Manager

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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

section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:	Playcraft Systems LLC		
Address:	123 North Valley Dr		
City:	Grants Pass	State: OR	Zip: 97526

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Kyle Fauley      Kyle Fauley      Sales Manager  
Signature      Printed Name      Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form[illegible]☐ Check here if the information is continued on subsequent page(s)



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM  
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-  
BASED, CUSTOMIZABLE FORM.**

**STOCKHOLDER DISCLOSURE CERTIFICATION****Name of Business:**

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

**OR**

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

**Check the box that represents the type of business organization:**☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☒ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/pa.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf) for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Kyle Fauley Title: Sales Manager

Signature: *Kyle Fauley* Date: November 10, 2021

DOC #9  
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: #22-02

VENDOR/BIDDER: Playcraft Systems, LLC.

**VENDOR'S/BIDDER'S REQUIREMENT  
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS  
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**



The Vendor/Bidder has no business operations in Northern Ireland; or

**OR**



The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Kyle Fauley  
Signature

November 10, 2021  
Date

Kyle Fauley, Sales Manager  
Print Name and Title

**Exhibit H**



January 01, 2021

RE: Playcraft Systems—IPEMA, USCPSC, Safety and Accessibility Compliance

Dear Customer:

The playground equipment manufactured under the name Playcraft Systems, when properly installed, and over compliant surfacing, meets or exceeds the current design of safety guidelines found in the CAN/CSA Z614-20, ASTM F-1487-17, ADA and the Consumer Product Safety Commission (USCPSC), where applicable, for playground designed for public use.

Additionally, Playcraft Systems is a member of the International Play Equipment Manufacturers Association (IPEMA), with IPEMA Certified products. IPEMA provides Third Party Certification service whereby a designated independent laboratory validates a manufacture's certification of conformance to ASTM F-1487.

We also offer a wide range of accessible equipment designed to meet the latest guidelines developed by the Federal Access Board.

Please feel free to contact me with any questions.

Sincerely,

C.J. Schatza  
Vice President/General Manager  
Playcraft Systems. LLC  
(541) 955-9199, ext. 101

## **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders



### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **Bid Guarantee**

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

#### **1. REMEDIES**

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

#### **2. TERMINATION FOR CAUSE AND CONVENIENCE**

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for

convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
  - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
  - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. DAVIS-BACON ACT**

- a. Standard.** 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

**c. Requirements.** If applicable, the non-federal entity must do the following:

- i. 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.
- ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback 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 FEMA.
- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

**Suggested Language.** The following provides a sample contract clause:

**Compliance with the Davis-Bacon Act.**

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

**5. COPELAND ANTI-KICKBACK ACT**

- a. **Standard.** Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. **Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

- c. Requirements.** If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

## **6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT**

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These

requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act



1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
  - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
  - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
  - iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  2. The contract requires the approval of FEMA, regardless of amount.
  3. The contract is for federally-required audit services.
  4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed

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

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Kyle Fauley  
Signature of Contractor's Authorized Official

Kyle Fauley, Sales Manager  
Name and Title of Contractor's Authorized Official

November 10, 2021  
Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by 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.
- d. Suggested Language.
  - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    - 2. Meeting contract performance requirements; or
    - 3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **13. CHANGES**

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

### **14. DHS SEAL, LOGO, AND FLAGS**

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: Playcraft Systems LLC

Address, City, State, and Zip Code:

123 North Valley Dr, Grants Pass, OR 97526

Phone Number: 541-955-9199 Fax Number: 541-955-6130

Printed Name and Title of Authorized Representative:

Kyle Fauley, Sales Manager

Email Address: sales@playcraftsystems.com

Signature of Authorized Representative: *Kyle Fauley*

Date: November 10, 2021



**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_

Signature: Kyle Fauley

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

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





A PLAYCORE Company

QUALITY  
CRAFTSMANSHIP



RE DANGER TODAY  
REVENT WILDFIRES!





## CRAFTSMANSHIP TIES GREAT IDEAS TO GREAT PRODUCTS.

Over 28 years ago we set out to make the best commercial playgrounds the world had ever seen. To do that, we knew we would have to raise the bar. So we created a new and better way of doing things... setting a higher industry standard.

The Playcraft Systems Higher Standard means we don't settle for less than the best. From complete and consistent in-house manufacturing, to the finest materials, to the best and thickest finishes, Playcraft Systems sets the standard in craftsmanship.





#### King-Clamp™ System

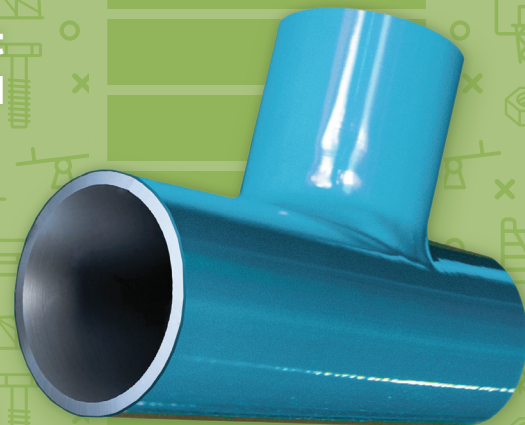
We lead the industry in clamping and fastening technology with our King Clamp. A clamp that allows multiple attachment points for improved installation times, simplified assembly, and clean value priced design flexibility.

## FIT AND FINISH

Our metal components are precision welded, hand-cleaned, sandblasted, phosphate washed and sealed thoroughly in a multi-stage bath. Then covered with epoxy primer, and finally powder-coated and baked, yielding an average coating thickness of over 12 mils. An industry first. That discernible Playcraft Systems shine and durability is just another way we raise the bar on quality.

### Playcraft Standard

- Superior Welds
- 12+ mil thick average powder-coat finish
- 11-12 gauge extra thick steel tube for strength and durability



VS

### Industry Standard

- Inferior Welds
- 2-5 mil average powder-coat finish
- Thinner gauge steel tube







## ROTO-MOLDING

At Playcraft Systems, our team of designers and engineers utilize advanced technology and materials to design and manufacture the modern plastic products that our customers deserve and expect. Roto-Molding each plastic component with extra thick walls, using advanced compounded resins with top performing U.V. stabilizers ensures our products outperform the industry with extra strong, colorfast plastics. Plastics that withstand tough use and harsh environments.

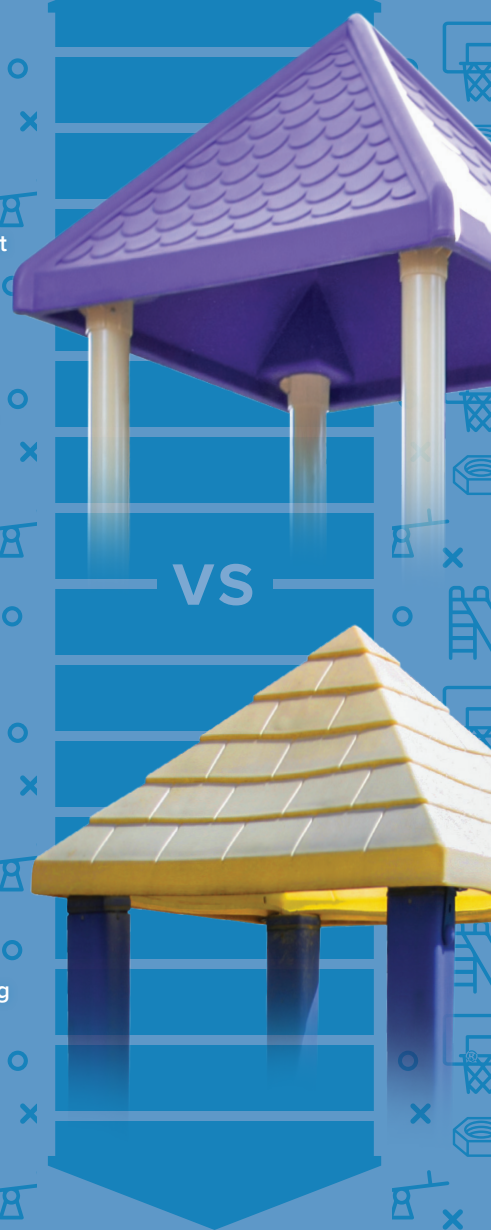
### Playcraft Standard

- High Performance, Hot Color-Compounded Resins
- Components molded extra thick and designed with double walls for industry leading durability

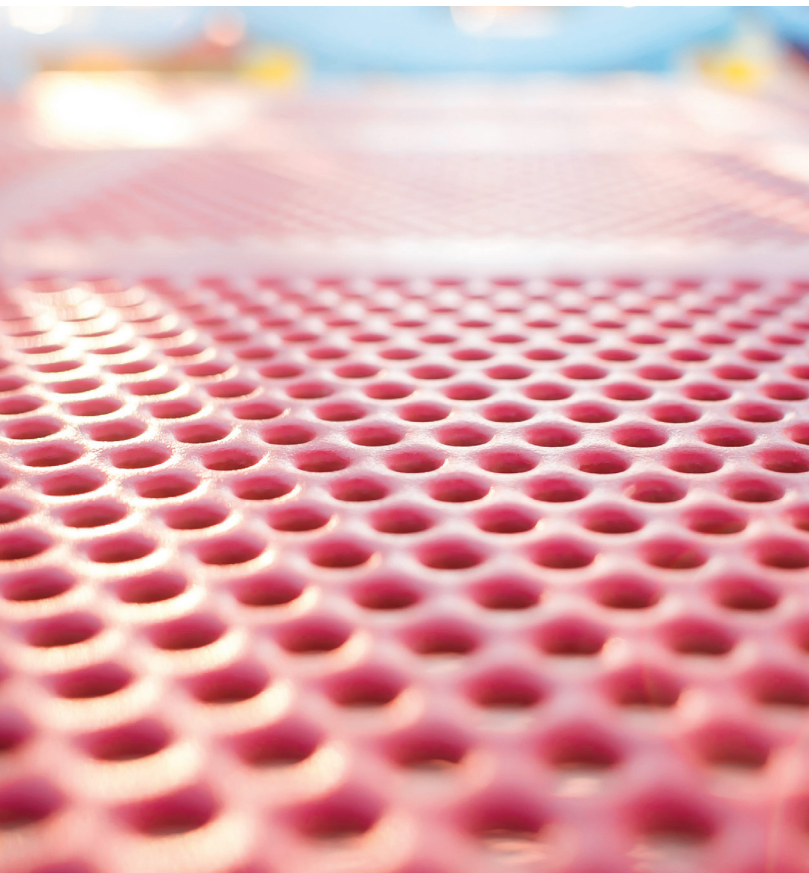
### Industry Standard

- Lower Performance, Dry-blend Resins
- Components molded thinner - compromising durability

VS





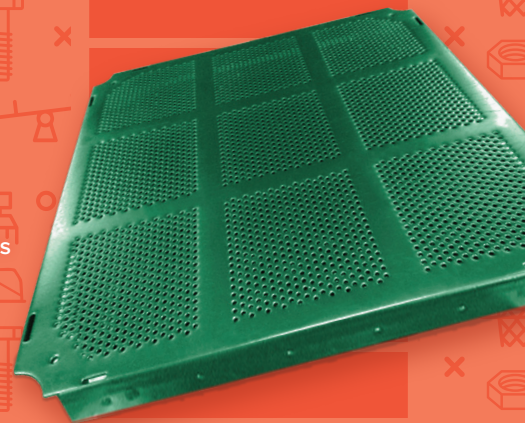


## DECKING

Playground decking takes a beating. From extreme weather to active play, decks need to be tough! And Playcraft decks are the toughest from top to bottom. Built with extra-thick sheet steel and reinforced with doubled-up gusseting, you won't find a higher quality deck in the industry. And for the finishing touch, we dip each deck in super-thick and durable Play-Tuff coating, the ultimate kid friendly protection against everyday wear and tear.

### Playcraft Standard

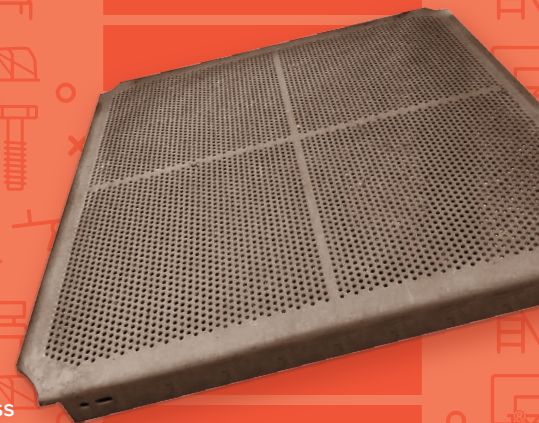
- Thick and durable Play-Tuff coatings
- Doubled-up gussets for strength
- Extra-thick sheet steel construction



VS

### Industry Standard

- Thinner, inferior coatings
- Single gusset construction
- Standard thickness sheet steel







Harvest Baptist Elementary School  
Medford, Oregon

## SHIPPING & INSTALL

Quality control is extremely important at Playcraft Systems. We check each piece for high quality consistency at every step of production. Then each piece is carefully bagged, wrapped and packed in custom made wood pallets for prompt, safe shipping. With every shipment come comprehensive instructions along with a Playground Equipment Manual specific to your project to ensure a smooth and stress-free installation. We also include a maintenance kit to keep your playground looking great.





# INDUSTRY LEADING WARRANTY

Every product we manufacture is designed with quality, safety and value in mind. Every project we undertake is an opportunity to prove that Playcraft Systems is setting a new standard and raising the bar on quality and play expectations... one playground at a time.



Playcraft Systems® warrants its products to be free from defects in materials or workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice. Playcraft Systems further warrants as follows:

## **LIFETIME LIMITED WARRANTY**

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

## **TWENTY-FIVE (25) YEAR LIMITED WARRANTY**

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

## **FIFTEEN (15) YEAR LIMITED WARRANTY**

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems®. For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials or workmanship. The warranty stated above is valid only if: (1) the products and structures are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) the products have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) the products have been subjected to normal use for the purpose for which the products were designed and intended; (4) the products have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) the products have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) the products have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment. This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids or corrosive chemicals, other than normal photochemical smog); (3) damage caused by "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 30 days of receipt of the written notification. Repair or replacement as provided in this section shall be

## **TEN (10) YEAR LIMITED WARRANTY**

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

## **TEN (10) YEAR LIMITED WARRANTY**

on all Play-Cord™ components against breakage.

## **FIVE (5) YEAR LIMITED WARRANTY**

on all Play-Cord™ components against failure due to defects in materials or workmanship.

## **THREE (3) YEAR LIMITED WARRANTY**

on all springs, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

## **ONE (1) YEAR LIMITED WARRANTY**

on any other product or part not specifically covered above against failure due to defects in materials or workmanship.

the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD. To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photo-graphs to Playcraft Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526. Due to our on-going commitment to product development and improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice. (Rev. M)







# **PLAYCRAFT SYSTEMS WARRANTY**

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## **TWENTY-FIVE (25) YEAR LIMITED WARRANTY**

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

## **FIFTEEN (15) YEAR LIMITED WARRANTY**

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

## **TEN (10) YEAR LIMITED WARRANTY**

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

## **TEN (10) YEAR LIMITED WARRANTY**

on all Play-Cord™ cable and Net-Effects™ connectors against breakage and failure due to defects in materials or workmanship.

## **FIVE (5) YEAR LIMITED WARRANTY**

on all Playcraft System® powder coating against cracking and/or peeling due to normal climatic exposure.

## **THREE (3) YEAR LIMITED WARRANTY**

on all springs, Net-Effects™ rubber belting, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

## **ONE (1) YEAR LIMITED WARRANTY**

on any other product or part not specifically covered above against failure due to defects in materials and workmanship.

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The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment.

This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 60 days of receipt of the written notification.

Repair or replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD.

To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526.

Due to our ongoing commitment to product development and Improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice (Rev. P).

**2021**

# **PLAYCRAFT SYSTEMS**

## **Commercial Playground Equipment Specifications**



# **PLAYCRAFT<sup>®</sup>**

**S Y S T E M S**

A **PLAYCORE<sup>®</sup>** Company

**123 North Valley Drive - Grants Pass, OR 97526**

**Tel: (541) 955-9199 Fax: (541) 955-6130**

1/05/2021

Playcraft Systems' commitment to craftsmanship and commitment extends throughout all product offerings. Utilizing superior materials and industry leading manufacturing techniques, our Round 5, Round 3.5, Revolution, and Freestanding Events are tested and validated to be in conformance with ASTM F1487 and CSA Z614-14 Standards.

**SECTION 1 - GENERAL SPECIFICATIONS (Playground Equipment)**

**Hardware/Fasteners** all metal hardware shall be stainless steel, zinc plated, or galvanized as required to resist rust and corrosion. Pinned tamper resistant hardware with thread lock patch shall be used for all principal connections. Hardware Caps shall be a UV-Stabilized, polypropylene based plastic consisting of two parts, a base and crown. Specified hardware is attached through the base to post support and finished with a crown to form a smooth tamper-resistant attachment point. All hardware shall be shipped in individual component-specific hardware packages.

**Rotationally Molded Polyethylene** shall be manufactured from hot compounded linear low-density polyethylene resins. Hot compounded polyethylene resins include UV inhibitors and anti-static additives providing superior performance, durability, fade resistance (tested to a long term UV16 rating), and a more uniform, colorfast appearance and thickness. All rotationally molded, low-density polyethylene plastic components shall be available in a variety of colors and have an average wall thickness of .250". All components shall comply with ASTM D 638-02 (minimum 2500 PSI tensile strength), ASTM D-790 (Flex Modulus Test), ASTM D-648 (Heat Distortion Temperature Test), ARM-STD (Low Temperature Impact Test).

**High Density Polyethylene - (HDPE) Sheet Stock Parts** All HDPE components shall be manufactured from 1", 3/4", and 1/2" thick, high-density, hot extruded polyethylene sheet plastic specially formulated for optimum UV stability and color retention. Components shall be cut or machined to size with routed design elements and available in a variety of solid or dual-colors. All HDPE components shall comply with ASTM D1505 (density of .955 g/cc), ASTM D638 (tensile strength of 4000 PSI), D790 (Flex Modulus Test), and D648 (Heat Distortion Temperature Test).

**Powder Coating** all steel, aluminum, and die cast components shall be thoroughly prepared prior to receiving final powder coat finish. Preparation includes quality inspection of every component and connection, grinding and hand filing of each weld to remove excess material and spatter, cleansing in a multi-step process which includes a hot phosphatizing bath and rinse followed by a non-chrome seal for added corrosion resistance. Components shall be preheated and fully dried prior to receiving a 3-5 mil thick electrostatically applied epoxy primer coating (covering entire component - not just welds) for superior powder adhesion and corrosion resistance. An 8-11 mil thick architectural grade Super Durable polyester TGIC powder shall be electrostatically applied and baked achieving a thickness of 11-16 mils. All polyester powder coatings shall comply with ASTM standards: D-522 (Flexibility Mandrel Test), D-2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), D-3363 (Pencil Hardness Test), D-2454 (Overbake Resistance Test), D-3359B (Adhesion Crosshatching Test). Powder coatings are available in a variety of colors.

**PlayTuff™ Coating** shall be applied to specific metal components with a 120-160 mil thickness. Prior to PlayTuff™ coating, components shall be thoroughly prepared and cleaned in a multi-stage phosphatizing wash, followed by a uniform application of Playcraft formulated primer. Upon preheating to a minimum of 350 degrees, components shall be dipped in a UV stabilized Polyvinyl Chloride liquid followed by a 400 degree salt cured bath. All Play-Tuff™ Coated Parts shall comply with ASTM D-624 (Tear Strength Test), ASTM D-412 (Tensile Strength Test). PlayTuff™ Coatings shall provide a slip resistant surface and are available a variety of colors.

**Tubular Steel and Metal Components** shall be heavy-gauge and pre-galvanized including internal corrosion protection. Tube shall be formed and/or fabricated into required components and finished as specified. All tubular steel components shall comply with ASTM standards: A-500/A-513 (Steel Tubing). Prior to receiving Powder Coating or PlayTuff™ Coating, all metal components shall be zinc plated, cadmium plated, or galvanized to resist rust and corrosion.

**Steel Walls** shall be fabricated using 1.029" O.D. 14 gauge tube steel welded vertically on 4" centers between vertical 1.315" O.D. 12 gauge tube steel balusters and horizontal 1.315" O.D. 12 gauge tube steel rails, top & bottom. Brackets may be welded to the ends of each rail and between the verticals to provide attachment points. Walls shall be finished with a multi-stage baked-on powder coat finish.

**Vertical Deck Fillers** shall be designed to eliminate the crawl space between decks at different elevations. All deck in-fills shall be made from 12 gauge sheet steel and powder coated after fabrication.

**Punched Steel Surfaces** steel decks, bridges, ramps, and steps shall be constructed using heavy duty, single piece 12-gauge low carbon sheet steel which shall be formed and fabricated into required designs. Below surface supporting gussets shall be fabricated utilizing 12 gauge sheet steel to insure structural integrity. All punched steel standing surfaces and steps shall receive slip-resistant PlayTuff™ coating with a thickness of 120-160 mils and a uniform 5/16" diameter hole pattern. Deck faces shall have up to 6 attachment slots to accommodate face mounting components. There shall be no unsupported area larger than 1.5 square feet on all deck surfaces. All sheet steel shall conform to ASTM A1011-02.

**Post Caps** shall be precision die-cast from high strength A-369.1 aluminum alloy and powder coated as specified. Post caps to include Playcraft Systems' exclusive self-sealing design with an overlapping lip (Factory installed and secured in place)

**King Collars™** shall be precision die-cast from high strength A-369.1 aluminum alloy and powder coated as specified. King Collars™ to include Playcraft Systems' exclusive dove tail design and face to face connection eliminating string entanglements and extra hardware. King Collars™ shall exhibit a tensile strength of 47,000 PSI and a yield strength of 28,000 PSI.

**Climbing Grips** shall be precision die-cast from high strength A-369.1 aluminum alloy and coated in a functionalized polyethylene copolymer thermoplastic coating. All thermoplastic coatings shall comply with ASTM standards: ASTM B 2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), ASTM D-638 (Tensile Strength Test). A-369.1 aluminum alloy shall exhibit a tensile strength of 47,000 PSI and a yield strength of 28,000 PSI.

**Chain** Swings, Chain Nets, Chain Walks and Suspension Bridges shall be 4/0 and/or 5/0 galvanized steel. Chains shall be coated in PlayTuff™ coating coated as required.

**Steel-reinforced ropes** shall be manufactured with tightly woven, polyester-wrapped, six-stranded galvanized steel cable. Ropes are extremely durable, vandal and abrasion resistant, color stable, and available in a variety of colors.

## ROUND-5 PLAY SYSTEM - General Specifications

### SPECIFICATIONS:

#### Aluminum Post Mechanical Properties:

<b>Yield Strength (min):</b>	35,000 PSI
<b>Tensile Strength (min):</b>	38,000 PSI
<b>% Elongation in 2 Inches:</b>	10
<b>Modulus of Elasticity:</b>	10 x 10 <sup>6</sup> PSI

**Round-5 Aluminum Posts** shall be constructed of 5" O.D. round 6061-T6 aluminum tubing with a .125" wall thickness. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All post shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All aluminum posts shall exhibit the following mechanical properties: Tensile Strength of 38,000 PSI (minimum), Yield Strength of 35,000 PSI (minimum). All posts shall be available in a variety of colors.

#### Steel Post Mechanical Properties:

<b>Yield Strength (min):</b>	50,000 PSI
<b>Tensile Strength (min):</b>	55,000 PSI
<b>% Elongation in 2 Inches:</b>	25
<b>Modulus of Elasticity:</b>	30 x 10 <sup>6</sup> PSI

**Round-5 Steel Posts** shall be constructed of 5" O.D. round 11-gauge steel tubing and shall receive a galvanized Flo-Coat inside and out after rolling. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All posts shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All steel posts shall exhibit the following mechanical properties: Tensile Strength of 55,000 PSI (minimum), Yield Strength of 50,000 PSI (minimum). All posts shall be available in a variety of colors.

**Round-5 Attachment Fittings (King Collars™ and Sockets)** shall be two-part and precision die-cast from high strength 369.1 aluminum alloy with an ultimate tensile strength of 47,000 PSI and a yield strength of 28,000 PSI. Separate sockets when combined with collars form a unique and versatile method of component-to-post attachment, allowing multiple component attachment points for a cleaner, more balanced design. King Collars™ and Sockets shall be powder coated and available in a variety of colors.

**Round-5 Play System Footing Requirements** shall vary depending on deck heights, components, and events attached to the structure. Most Round-5 components and posts are available for surface or in-ground mounting.

## ROUND-3.5 PLAY SYSTEM - General Specifications

### SPECIFICATIONS:

Aluminum Post Mechanical Properties:	
<b>Yield Strength (min):</b>	35,000 PSI
<b>Tensile Strength (min):</b>	38,000 PSI
<b>% Elongation in 2 Inches:</b>	10
<b>Modulus of Elasticity:</b>	10 x 10 <sup>6</sup> PSI

**Round-3.5 Aluminum Posts** shall be constructed of 3-1/2" O.D. round 6061-T6 aluminum tubing with a .125" wall thickness. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All post shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All aluminum posts shall exhibit the following mechanical properties: Tensile Strength of 38,000 PSI (minimum), Yield Strength of 35,000 PSI (minimum). All posts shall be available in a variety of colors.

Steel Post Mechanical Properties:	
<b>Yield Strength (min):</b>	50,000 PSI
<b>Tensile Strength (min):</b>	55,000 PSI
<b>% Elongation in 2 Inches:</b>	25
<b>Modulus of Elasticity:</b>	30 x 10 <sup>6</sup> PSI

**Round-3.5 Steel Posts** shall be constructed of 3-1/2" O.D. round 11-gauge steel tubing and shall receive a galvanized Flo-Coat inside and out after rolling. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All posts shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All steel posts shall exhibit the following mechanical properties: Tensile Strength of 55,000 PSI (minimum), Yield Strength of 50,000 PSI (minimum). All posts shall be available in a variety of colors.

**Round-3.5 Attachment Fittings (King Collars™ and Sockets)** shall be two-part and precision die-cast from high strength 369.1 aluminum alloy with an ultimate tensile strength of 47,000 PSI and a yield strength of 28,000 PSI. Separate sockets when combined with collars form a unique and versatile method of component-to-post attachment, allowing multiple component attachment points for a cleaner, more balanced design. King Collars™ and Sockets shall be powder coated and available in a variety of colors.

**Round-3.5 Play System Footing Requirements** shall vary depending on deck heights, components, and events attached to the structure. Most Round-3.5 components and posts are available for surface or in-ground mounting.

## REVOLUTION SYSTEM - General Specifications

### SPECIFICATIONS:

**Revolution Direct-Bolt Double-Wall Post System (Patent Pending).** shall be constructed utilizing (4) primary components: Double-wall mounting sleeves, Core post, Top cap, and Bottom cap. Each mounting sleeve shall be precision die-cast from a high-strength A369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments. Die Cast Sleeves shall be 5" diameter and individually finished with a smooth machined surface. All mounting sleeves shall include factory drilled and threaded component attachment holes. Nylon Plugs shall be included for attachment holes not utilized during play structure assembly. Core post shall be constructed of 3-1/2" O.D. 11-gauge galvanized steel tubing exhibiting the following mechanical properties: Tensile Strength of 55,000 PSI and Yield Strength of 50,000 PSI. Top cap shall be precision die-cast from a high-strength A-369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments with a powder coated as specified. Post caps to include Playcraft Systems' exclusive self-sealing design with an overlapping lip and are factory installed and secured in place with a self-sealing rivet. Post caps are available in a variety of colors. Bottom Cap shall be precision die-cast from a high-strength A-369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments with a powder coated as specified and factory installed.

Steel Post Mechanical Properties:	
Yield Strength (min):	50,000 PSI
Tensile Strength (min):	55,000 PSI
% Elongation in 2 Inches:	25
Modulus of Elasticity:	30 x 10 <sup>6</sup> PSI

**Tubular Steel and Metal Components** shall be heavy-gauge and pre-galvanized including internal corrosion protection. Tube shall be formed and/or fabricated into required components and finished as specified. All tubular steel components shall comply with ASTM standards: A-500/A-513 (Steel Tubing). Prior to receiving Powder Coating or PlayTuff™ Coating, all metal components shall be zinc plated, cadmium plated, or galvanized to resist rust and corrosion.

**Revolution Play System Footing Requirements** shall vary depending on post heights, components, and events attached to the structure. Most Revolution components and posts are available for surface or in-ground mounting.



## MATERIAL COLORS OFFERED

IMPORTANT: The colors shown are for illustration purposes only. Actual colors may vary. Contact your Playcraft Distributor for accurate color samples.

### Powder-coat Colors

Metal components receive a multi-stage powder-coating process that yields a highly durable protective finish.



### Roto-molded Plastic Colors

Using hot-blended color compounded resins our roto-molded products stay bright and colorful even after years of wear.



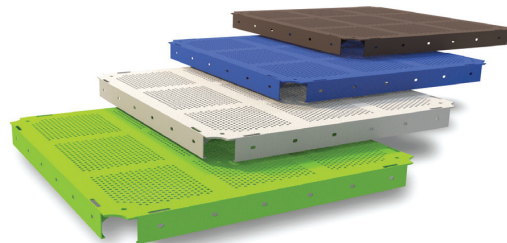
### HDPE Sheet Plastic Colors

Our high density polyethylene sheet plastic is available in solid and layered colors for a variety of design opportunities.



### Play-Tuff™ Coating Colors

Our in-house state-of-the-art Play-Tuff™ (plastisol) coating process offers unmatched protection on decks & steps.



### Thermoplastic Coating Colors

Our Thermoplastic Polyethylene coating is an environmentally responsible choice.



### Shade Canopy Fabric Colors

Our ultra-tough fabrics come in a wide variety of colors and provide superior protection from harmful ultra-violet rays.



### Play-Cord™ Cable Colors

Cables are made from tightly woven, abrasion-resistant, nylon-wrapped, multi-strand galvanized steel cable.



### Swing Seat Colors

Slash Proof Seats are constructed from durable elastomer and come in a variety of colors.



## METALUXE™ Signature Powder-coat Colors

Our exclusive collection of metallic powder-coat colors provide a finish that speaks to luxury and brilliance. These highly durable, grime resistant coatings bring a touch of shimmer to your playscape.



## PLAY-TUFF™ Coating Colors



## Powder-coat Colors



## Roto-molded Plastic Colors



## Solid HDPE Colors

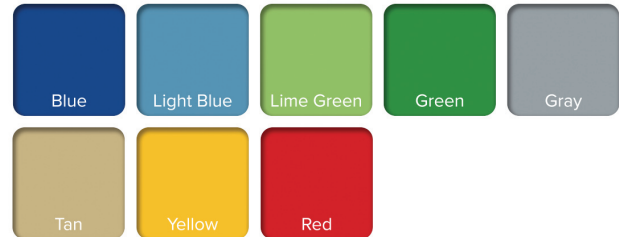


## Layered HDPE Colors

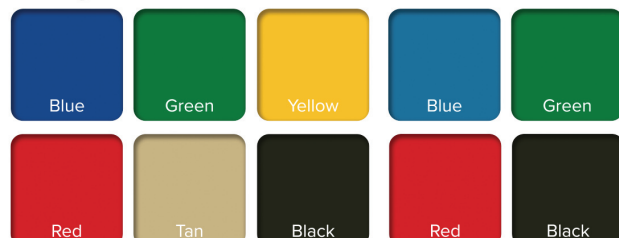
## Thermoplastic Coating Colors



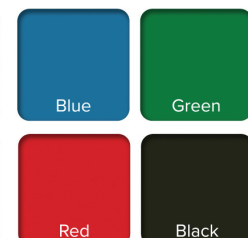
## Shade Canopy Fabric Colors



## Swing Seat Colors



## PLAY-CORD™ Cable Colors



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on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

## **FIFTEEN (15) YEAR LIMITED WARRANTY**

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

## **TEN (10) YEAR LIMITED WARRANTY**

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

## **TEN (10) YEAR LIMITED WARRANTY**

on all Play-Cord™ cable and Net-Effects™ connectors against breakage and failure due to defects in materials or workmanship.

## **FIVE (5) YEAR LIMITED WARRANTY**

on all Playcraft System® powder coating against cracking and/or peeling due to normal climatic exposure.

## **THREE (3) YEAR LIMITED WARRANTY**

on all springs, Net-Effects™ rubber belting, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

## **ONE (1) YEAR LIMITED WARRANTY**

on any other product or part not specifically covered above against failure due to defects in materials and workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems®. For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials and workmanship.

The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment.

This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 60 days of receipt of the written notification.

Repair or replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD.

To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526.

Due to our ongoing commitment to product development and Improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice (Rev. P).

## **Project Management**

Region 4 ESC requires a project management function as part of the services delivered by the Contractor. Offerors must describe their competencies to manage and coordinate project activities, resources, and communications. Offerors must address their capabilities in areas to include but not limited to:

- Project management methodologies and tool
- Project planning and communications
- Quality assurance procedures
- Project management experience with large school districts (80,000+ full time students)
- Project management experience as a single vendor or “prime” systems integrator
- Project change control
- Complex, infrastructure project experience

Please describe your company experience with other Public Agencies, City, County, State Parks, etc. and work with landscaping architects in the design and layout of the facilities planning.

Playcraft Systems carries a vast amount of knowledge and experience working with the public sector and hired consultants. In the playground industry, it is very common to work with school districts, cities, county parks departments, landscape architects, and state/federal governments. Roughly 80% of Playcraft sales are to the public sector, while the remaining sales are mainly made up of working with the federal government. This has led Playcraft to work very closely with all these agencies to guarantee that each playground project is handled efficiently. Playcraft offers all designs free of charge and will work with each customer one-on-one to collaborate their perfect playground layout.

### **Project Management – Large schools**

Playcraft Systems has a highly trained project management team that handles all large projects/contract purchases. This team handles all aspects from the very beginning design process to the final CPSI inspection of the installed playground. Each member works closely with the customer on handling all his/her requests and questions to guarantee his/her satisfaction on the new playground. Playcraft Systems Sales Manager, Kyle Fauley, and Project Manager, Margaret Miller, oversee the entire process to verify that everything is fully handled.

An example of this would be the Anchorage School District. In 2020, ASD replaced 16 2-5 play structures at their campuses. This project was done through the OMNIA Partners contract. The Playcraft Management Team handle the supply and delivery of all play systems and worked closely with the ASD Procurement Office. The district hired an independent contractor to install the project.

Previously, at ASD Bowman Elementary, special site parameters were needing to be address (berm, accessibility). We worked closely with a local Landscape Architect to design a fully accessible, ramped structure to fit the site.

## Project Management – Local Municipality

Bohnert Park located in Central Point, OR is an example of working with a local municipality. Playcraft Systems has a long history with the City of Central Point and work closely with their Planning Department. Their lead planner, Dave Jacobs, gives us a call. We schedule a site evaluation and consultation where we take measurements, discuss design alternatives, and develop a custom design to fit the site. Bohnert Park is named after the Bohnert Family, local farmers that donated the land for the development. Playcraft Systems designed a custom barn structure for the site in honor of their history. The project was purchased through the OMNIA contract and consisted of design, supply and delivery of play equipment and surfacing, and installation services all coordinated by Playcraft Systems Management Team.



## Qualification and Experience

### i. Provide a brief history of the Offeror, including year it was established and corporate office location.

At Playcraft Systems, we often say “we manufacture tomorrow’s playgrounds today” a reference to our advanced designs and state-of-the-art manufacturing capabilities. Our manufacturing facility is one of the most modern and vertically integrated in the industry. This means that we design and manufacture virtually all of our components in-house allowing us to control all aspects of quality, innovation, and fabrication. We are IPEMA certified, and our products meet or exceed the design and safety guidelines found in the ASTM F1487 and USCPSC guidelines for playground equipment designed for public use.

Playcraft Systems originated in the small town of Cave Junction, Oregon, a town with a population of less than 2,000. Using his garage as ground zero, Kurt Krauss started creating wooden structures for recreational customers, including dog houses, playhouses, and backyard playground equipment. As word began to spread of the quality of his products, Kurt started developing more steel and plastic into his designs. This eventually led him to break into the commercial playground industry and establish Playcraft Systems in 1990. 27 years later, it has become the largest manufacturer of playground equipment on the West Coast. Just like Kurt’s wooden recreational product, Playcraft Systems is known for their industry leading quality and exceptional customer service. This core value has led Playcraft to become an international manufacturer, selling in areas across North America, China, and the Middle East.

In 2017, Playcraft Systems was purchased by PlayCore, a purpose-driven company that helps build stronger communities around the world by advancing play and recreation through research, education, and partnerships. Since the purchase by PlayCore, Playcraft Systems has continued the expansion of our product lines, including the release of our Infinity upgrades, and NFUSE™ series.

Playcraft Systems, LLC.  
123 North Valley Drive  
Grants Pass, OR 97526

### ii. Describe Offeror’s reputation in the marketplace.

Playcraft Systems is the fastest growing playground manufacture in the marketplace and is known for its state-of-the-art manufacturing processes and high-quality finishes. Our product standards meet or beat those of our competitors.

### iii. Describe Offeror’s reputation of products and services in the marketplace.

At Playcraft Systems, the commitment to craftsmanship is our foundation. Our hand finishing, thicker coatings, attention to detail and installation excellence mean communities don’t spend time worrying about durability and can enjoy our equipment through generations of play. The element of play is crucial in a child’s life and that is why creating the best play systems is everything to Playcraft Systems. Read on and discover why our craftsmanship is unmatched.

- King-Clamp™ System: Our patented King-Clamp allows multiple attachment points for improved installation times, simplified assembly and clean value priced design flexibility. This unique collar system also allows for future additions to your playground without issue.
- Self-Seal Post Cap: One-of-a-kind self-sealing post caps prevent moisture from entering

the playground's support posts. This is crucial in eliminating rust build up and possible product failure in the future.

- **Tamper Resistant Hardware w/ Loctite:** All equipment comes with tamper resistant stainless steel hardware to prevent any nuts and bolts going missing during the lifespan of the playground. All major component hardware comes to the installation site with Loctite pre-applied to guarantee a strong hold and maintenance free longevity.
- **Welds:** Every weld on our products are hand-finished to verify a smooth, clean weld, eliminating any potential pinhole openings to allow moisture in or rough edges. Playcraft's product welds are admired through the industry and the quality is easily noticeable when comparing to competitor welds.
- **Steel Tubing:** We utilized high-grade tubing for our components to ensure strength and durability. All railings are composed of 11-12 gauge tubing compared to the industry's standard of 13-14 gauge.
- **Steel Components:** All steel components are hot dipped galvanized prior to manufacturer for added durability and rust production. Robotic cutters and welders ensure precision finishes on all steel products. Steel components are then phosphate-washed and completely sealed with a primer to enhance wear protection and improve corrosion resistance.
- **Powder-Coating:** Playcraft's powder-coating is unmatched throughout the industry. All powder-coated components received the Playcraft treatment of being phosphate washed and completely sealed with a primer. Then, two coats of durable poly TGIC powder is applied to create an average thickness of 12mils (twice that of the competition).
- **Decking:** All platforms, bridges and stairs utilize high-grade rolled sheet steel and contain a support gusset system underneath that leaves no area over 18 square inches without support. These gussets are also the same thickness of the deck to enforce a durable walking platform. All decking then undergoes a 5-stage phosphate wash before receiving a complete coating of primer. After the primer has been applied, these components then are dipped into Playcraft's exclusive Play-Tuff™ coating, which leaves an overall average thickness of 125mils (double the industry standard). All drips are then trimmed to leave a smooth, clean finish across the entire component.
- **Roto-Mold:** All roto-molded items contain a wall thickness of 3/16" to ensure strength in the product and prevent warping of the plastic overtime. Playcraft uses a color pre-mixed formula which guarantees an even color across all components versus a cheaper process of purchasing the color and powder separately and mixing on site. All roto plastic powder has a UV16 rating, compared to the industry standard of UV10. This higher rating allows plastics to hold their color longer and reduce fading.
- **Shipping:** All playground components shipped from the Playcraft facility are sealed within custom made pallets to ensure protection on the journey to their final destination. These pallets are fully wrapped and labeled to allow ease of installation and product inventory. This method of freight is compared to other manufacturer's loose freight, which individually wraps components with thin cardboard and loads up in the container vehicle loose to roll around during transit.
- **Warranty:** Playcraft backs all of its products with an industry leading warranty, including lifetime coverage on all support posts and collars. This warranty also contains a 5-year warranty on powder-coating from cracking or peeling (one of the only in this industry).

iv. Describe the experience and qualification of key employees.

Executive

C.J. Schatza, General Manager/Vice President (2008-present)

Email: [cj@playcraftsystems.com](mailto:cj@playcraftsystems.com)

Phone: 541-955-9199 ext. 101

Sales

Kyle Fauley, Sales Manager (2009-present)

Email: [kyle.fauley@playcraftsystems.com](mailto:kyle.fauley@playcraftsystems.com)

Phone: 541-955-9199 ext. 125

Accounting

Justin Shenandoah, Controller (2018-present)

Email: [justin.shenandoah@playcraftsystems.com](mailto:justin.shenandoah@playcraftsystems.com)

Phone: 541-973-2758

Customer Service & Logistics

Keith Glover, Customer Service & Logistics Manager (2013-present)

Email: [keith.glover@playcraftsystems.com](mailto:keith.glover@playcraftsystems.com)

Phone: 541-955-9199 ext. 115

Production

Tom Brower, Plant Manager (2016-present)

Email: [tom.brower@playcraftsystems.com](mailto:tom.brower@playcraftsystems.com)

Phone: 541-955-9199 x 142

v. Describe Offeror's experience working with the government sector.

Playcraft Systems has worked with government sectors at the Federal, State and Local levels including our military. Nearly 80% of Playcraft Systems sales are to the public sector. Personnel works very closely with these agencies to guarantee that each project is handled efficiently.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Playcraft Systems has not been involved in any reorganizations or bankruptcy proceedings. We have in the past pressed suit to enforce collection of fees owed by one of our former distributors.

vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

See reference list attached.

viii. Experiences with Region 4 ESC and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

Experiences with Region 4 ESC and entities has been quite positive. Whenever we have needed a question answered or assistance in a certain region help has always been there. Attendance and past presentations to our Playcraft Annual Consultant Summit has been appreciated.

ix. Provide any additional information relevant to this section.





A PLAYCORE Company

123 North Valley Drive, Grants Pass, OR 97526

Tel: (541)-955-9199

## **PLAYCRAFT SYSTEM REFERENCES:**

### **Anchorage School District**

Bryan Stenehjem, Maintenance & Operations

Phone: 907-440-8541

Email: [Stenehjem\\_Bryan@asdk12.org](mailto:Stenehjem_Bryan@asdk12.org)

Address: 1301 Labar Street, Anchorage, AK 99504

### **City of Central Point**

Dave Jacob, Park Planner

Phone: 541-423-1012

Email: [Dave.Jacob@centralpointoregon.gov](mailto:Dave.Jacob@centralpointoregon.gov)

Address: 140 South 3<sup>rd</sup> Street, Central Point, OR 97502

### **San Mateo Foster City USD**

Jose-Noel Cadiz – Director of Facilities

Phone: 650-312-7889

Email: [jcadiz@smfcsd.net](mailto:jcadiz@smfcsd.net)

Address: 1410 South Amplett Blvd., San Mateo, CA 94402

### **CJR Memorial Playground**

Joseph Regenski - Organization President

Phone: 570-226-9429

Email: [joesph@cjrmemorialfund.org](mailto:joesph@cjrmemorialfund.org)

Address: Bingham Park, Hawley, PA 18428

### **Challenger School**

Toni Hamilton - Building and Playground Design Manager

Phone: 801-569-2700

Email: [THamilton@challengerschool.com](mailto:THamilton@challengerschool.com)

Address: 9735 South 500 West, Sandy, UT 84070

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**Medford Parks and Recreation**

Brian Robinson, Parks Maintenance Supervisor

Phone: 541-774-2655

Email: [Brian.Robinson@cityofmedford.org](mailto:Brian.Robinson@cityofmedford.org)

Address: 701 N Columbus Ave., Medford, OR 97501

**Del Norte School District**

Robert Nulph, Supervisor of Maintenance

Phone: 707-464-0253

Email: [rnulph@dnusd.org](mailto:rnulph@dnusd.org)

Address: 301 W Washington Blvd., Crescent City, CA 95531

**Munster Parks & Recreation**

Greg Vitale, Director of Parks & Recreation

Phone: 219-836-6925

Email: [gvitale@munster.org](mailto:gvitale@munster.org)

Address: 1005 Ridge Rd., Munster, IN 46321

**Shawnee Mission Schools**

Everett Morgan, Purchasing

Phone: 913-993-6434

Email: [everettmorgan@smsd.org](mailto:everettmorgan@smsd.org)

Address: 8200 W 71<sup>st</sup> St., Shawnee Mission, KS 66204

**Rutherford County Board of Education**

Lynn Pater, Purchasing Agent

Phone: 615-893-5815 x22015

Email: [paterl@rcschools.net](mailto:paterl@rcschools.net)

Address: 2240 Southpark Drive, Murfreesboro, TN 37128

**Hermiston Parks & Recreation - Funland**

Brandon Artz, Parks & Recreation Director (Interim)

Phone: 541-667-5018

Email: [bartz@hermiston.or.us](mailto:bartz@hermiston.or.us)

Address: 415 S Hwy 395, Hermiston, OR 97838

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