

**MASTER AGREEMENT #101625**

CATEGORY: Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

SUPPLIER: Landscape Structures Inc.

This Master Agreement (Agreement or Master Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Landscape Structures Inc., 601 7th Street S., Delano, MN 55328 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 17, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #101625 – Category 4 to Participating Entities. In Scope solutions include but are not limited to:
 - a) **Playground Equipment**

and at least one of the following:

 - b) Water Play or Aquatic Equipment);
 - c) Outdoor Site Amenities and Furnishings; and
 - d) Outdoor Fitness .
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Included Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60 and Executive Order 14173, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." To the extent that it applies to this Agreement, the equal opportunity clause is incorporated herein by reference.

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action alleged by a third party, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or

performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue

for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured

retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

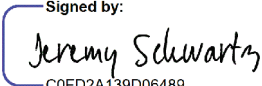
24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell
 Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/13/2026 | 2:36 PM CST

Landscape Structures Inc.
 DocuSigned by:

 83CB32F6F7934A4...
 By: _____
 David Smith
 Title: Senior Vice President of Sales
 Date: 1/13/2026 | 11:23 AM PST

RFP 101625 - Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

Vendor Details

Company Name: Landscape Structures Inc.

Does your company conduct business under any other name? If yes, please state: No

Address: 601 7th Street S.
Delano, MN 55328

Contact: Elaine Harkess

Email: elaineharkess@playlsi.com

Phone: 763-972-5243

Fax: 763-972-3185

HST#: 41-0971842

Submission Details

Created On: Thursday August 28, 2025 07:44:56

Submitted On: Thursday October 16, 2025 10:56:18

Submitted By: Elaine Harkess

Email: elaineharkess@playlsi.com

Transaction #: ce298868-4c03-4f0f-af76-16fbc902976a

Submitter's IP Address: 147.243.245.229

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Landscape Structures Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Landscape Structures Inc. will be the sole Responsible Supplier executing the Master Agreement.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 3T754 UEI: M75WYNGDFRL7	*
5	Provide your NAICS code applicable to Solutions proposed.	339920	
6	Proposer Physical Address:	601 7th Street S Delano, MN 5532	*
7	Proposer website address (or addresses):	https://www.playlsi.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	David Smith, Senior Vice President of Sales 601 7th ST S Delano, MN 55328 davidsmith@playlsi.com 763-972-5205	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tracy Bistodeau, Vice President of Business Operations 601 7th ST S Delano, MN 55328 tracybistodeau@playlsi.com 763-972-5445	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Elaine Harkess, Contract Administrator 601 7th ST S Delano, MN 55328 elaineharkess@playlsi.com 763-972-5243	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Since 1971, Landscape Structures has been shaping the way the world plays. Founded by Steve King, a landscape architect with a passion for aesthetics and functionality, and his wife Barb King (1947–2008), whose organizational talents brought their shared vision to life, the company was built on a simple but powerful idea: that play is life-changing.</p> <p>Steve pioneered the concept of continuous play, which involves interconnecting slides, climbers, ladders and more into a seamless play experience. This innovation created greater play value in a smaller space while encouraging social interaction, skill development and imagination. Together, Steve and Barb's complementary skills transformed this idea into a thriving business that today stands as a global leader in the commercial playground industry.</p> <p>More than five decades later, Landscape Structures has grown to more than 800 employee-owners, over 600,000 square feet of manufacturing space across its play, SkyWays shade and Aquatix splash play divisions, and a worldwide network of playground consultants. As one of the few remaining independently owned companies in the industry and proudly 100% employee-owned (ESOP), our people remain at the heart of everything we do.</p> <p>We believe play is life-changing. That belief drives our core values—relationships, integrity, commitment, innovation, teamwork and passion which moves us to create play spaces that welcome children of all abilities. With Steve King's vision as our foundation, we have continued to design play environments that go beyond ADA requirements, ensuring true inclusion for every child. From nature-inspired designs that harmonize with their surroundings and outdoor fitness environments that encourage the whole community to stay active to some of the most captivating, themed play spaces in the world, we transform the landscape of play every day.</p> <p>Our philosophy is simple: deliver innovation, durability and long-term value while honoring the environment. Independent research has confirmed our leadership in product quality, innovation, custom design capabilities, environmental stewardship and customer service. This reputation is built on our attention to detail, commitment to continuous improvement and values-based culture.</p> <p>Looking ahead, our vision is clear: we make the most captivating play spaces in the world. By continuing to push boundaries in design and service, we strive to be the industry leader in innovation and operational excellence, supported by the most dedicated playground consultants anywhere.</p> <p>See attachment Q.11 LSI History & Corporate Timelines for more detailed information.</p>
12	What are your company's expectations in the event of an award?	<p>Landscape Structures currently holds a Sourcwell contract with a maturity date of Feb. 17, 2026. We have seen sales under this contract grow 405% over the past five years and expect that growth momentum to continue. We believe we are the current sales leader within the Sourcwell playground category and anticipate a strong finish to 2025, projecting another year of significant growth over last year's contract performance.</p> <p>In the event of an award, we expect continued growth, deepened engagement and elevated service. We are committed to sustaining steady year-over-year growth in Sourcwell sales by further integrating the program into our national sales strategy and continuing to strengthen awareness among our representative network and customers. This includes further equipping our representative organizations and individual sales consultants with comprehensive training on the benefits and processes of Sourcwell procurement, ensuring they lead early in the sales cycle with confidence and clarity.</p> <p>As has been the case in the past, we expect and encourage our sales consultants to actively participate in Sourcwell Academies and Universities offered in their regions, and to promote Sourcwell contracts at local and national trade shows, exhibits and conferences. Our commitment to Sourcwell customers is anchored in a "you have our word" approach which drives us to deliver above-and-beyond service and support.</p> <p>We will also expand our already strong engagement with Sourcwell, including our interactions with our Sourcwell Senior Supplier Development Executive, by inviting them to participate in our sales consultant training meetings, as we've done in the past. Regular communication between our business development leadership and the Sourcwell team will ensure timely updates, collaborative outreach and alignment on promotional opportunities.</p> <p>We view a Sourcwell award as more than a contract; it represents a true partnership built on transparency, shared values and a mutual commitment to serving communities with integrity and excellence.</p>

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Landscape Structures Inc. is a 100 percent employee-owned manufacturer founded in 1971. While we traditionally share financial information only with our banking and insurance partners due to its confidential and competitively sensitive nature, we recognize the importance of demonstrating financial strength and stability in your evaluation process.</p> <p>The company employs more than 800 employee-owners and has been fully employee-owned since 2012. PricewaterhouseCoopers has conducted annual audits of our financial statements for more than 20 years and has consistently issued clean audit opinions. As of Dec. 31, 2024, our audited balance sheet showed assets exceeding \$300 million and no long-term corporate debt. We maintain a long-standing relationship with U.S. Bank, which provides financial flexibility and operational efficiency. A healthy, annually renewed line of credit is in place, though it has remained untapped for several years.</p> <p>Our current bonding capacity of \$60 million further underscores our financial integrity and operational reliability. The bonding program, supported by International Fidelity Insurance Company (rated A-, Financial Size Category VII by AM Best), reflects the confidence of an independent third-party surety in our ability to meet all contractual and performance obligations.</p> <p>Taken together, this information demonstrates our capacity to meet both our immediate and long-term obligations. See attachment Q.13 Landscape Structures Financial Attachment.</p>	*
14	What is your US market share for the Solutions that you are proposing?	Market share data is confidential, an estimation and typically not disclosed. However, we have high confidence that we hold a significant market share of nearly 25 percent in the U.S. This measure is based on the most recent sales data reported through the International Play Equipment Manufacturer's Association (IPEMA) which is a voluntary sales reporting system provided by its members. Landscape Structures, a founding member of IPEMA, uses this information to help benchmark industry trends and performance.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Market share data is confidential, an estimation and typically not disclosed. However, we have high confidence that we hold a significant market share of nearly 25 percent in Canada. This measure is based on the most recent sales data reported through the International Play Equipment Manufacturer's Association (IPEMA) which is a voluntary sales reporting system provided by its members. Landscape Structures, a founding member of IPEMA, uses this information to help benchmark industry trends and performance.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Neither Landscape Structures nor any Responsible Party has filed a petition for bankruptcy protection.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Landscape Structures is a manufacturer selling our products primarily through our exclusive, independent rep channel.</p> <p>As a 100% employee-owned company, Landscape Structures places tremendous value on the trusted relationships we've built with our sales and service network of independent representative organizations. These organizations are not third-party resellers; rather, they are exclusive partners who sell, service and support our play, water and shade product lines. Each represents only Landscape Structures play, water and shade products. This ensures complete focus on our brand, our quality standards and our shared mission to create the most captivating play spaces in the world.</p>	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Although the playground industry does not require any special licenses to be held by manufacturers, Landscape Structures has chosen to pursue and maintain the highest levels of safety and accountability.</p> <p>We are a founding member of the International Play Equipment Manufacturers Association (IPEMA), an organization that promotes quality and safety for all playground manufacturers. It is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment of which Landscape Structures has been a member in good standing since its inception.</p>	

In the interest of playground safety, IPEMA provides a Third-Party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 and 12.6.1; CAN/CSA Z614, Children's Playspaces and Equipment Standards, except clauses 9.8, 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.

CSA: The Canadian Standards Association. Nearly all equipment developed by Landscape Structures is certified to meet CAN/CSA-Z614, the Children's Playspaces and Equipment Standard, through IPEMA. A list of current validated products may be viewed at www.ipema.org.

CPSIA Safety Compliance: At Landscape Structures, product safety is a top priority. We believe there is no investment more valuable than the protection and safety of our children. That's why we always strive to go beyond the minimum safety requirements and build this value into every piece of playground equipment we produce.

The Consumer Products Safety Improvement Act (CPSIA) of 2008 specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare articles. Landscape Structures has tested hundreds of materials to validate compliance to this safety act. All products manufactured and distributed through Landscape Structures meet or exceed the requirements of the CPSIA.

ISO Certification: ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide. ISO 9001:2015 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality.

ISO 14001:2015 drives us toward operating in a manner that is environmentally conscious.

Both standards provide guidelines for establishing a company's quality and environmental management programs. In 1998, Landscape Structures became the first play equipment manufacturer to be certified in ISO 9001 and ISO 14001. Annual audits by a third party are required to maintain these certifications, which we've done successfully each year since 2015 through the date of this response.

What does this mean to a customer? This means that a customer can purchase from Landscape Structures with confidence because we have the processes in place to consistently manufacture the highest quality products while being conscious of how we are impacting the environment.

Although not an industry requirement, Landscape Structures requires members of our staff to be certified by the National Playground Safety Institute (NPSI). This includes many of our product development team, playground design team and our technical services (installation support) team. This ensures our customers receive the benefit of knowledge and compliance with government standards. This occurs at all levels from the development of the equipment, design of the playstructures, through installation and maintenance services.

In addition, many key staff members are actively involved in the development of standards for our industry. Cofounder Steve King is an American Society of Landscape Architects (ASLA) Fellow, and a founding member and past President of IPEMA. Steve has been chairman of a task group of the American Society for Testing and Materials (ASTM) that worked with the U.S. Consumer Products Safety Commission (CPSC) to update the ASTM F1487 Specification: a voluntary safety and accessibility standard for public playground equipment designed for children ages 2 to 12. His task group had the added responsibility of developing playground accessibility standards to comply with the Americans with Disabilities Act (ADA). Landscape Structures was also the first company to develop new playground components specifically meeting ADA requirements.

Tom Fitzpatrick, P.E., Product Development Manager, has been an integral part of Landscape Structures for 23 years. Tom serves on multiple committees with ASTM and IPEMA, including the IPEMA Board of Directors and the Equipment Certification Committee. He is also certified by the Canadian Playground Safety Institute as a Canadian Certified Playground Inspector and by the National Recreation and Park Association (NRPA) as a Certified Playground Safety Inspector (CPSI).

Dan Osterberg, Director of Product Development, has contributed to Landscape

		<p>Structures' innovation and design leadership for the past seven years. Dan is an active member of ASTM and holds certification from NRPA as a Certified Playground Safety Inspector (CPSI).</p> <p>Landscape Structures is authorized to sell products in all 50 states. We currently hold contractor's licenses in the states of Alabama, Arizona, Arkansas, California, Florida, Hawaii, Idaho, Louisiana, Maryland, Mississippi, New Jersey, New Mexico, Tennessee and Washington (other states may not require them), allowing us to provide turn-key solutions to our customers across the United States.</p> <p>Third Party Certifications Landscape Structures has a comprehensive Certified Installers program. Among other things, Certified Installers are staffed with at least one Certified Playground Safety Inspector (CPSI), carry appropriate types and levels of insurance, are properly licensed, and have received comprehensive training on Landscape Structures' products. Landscape Structures actively encourages the use of Landscape Structures certified installers.</p>	
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	NONE – Landscape Structures has never been suspended or debarred.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>2025: Landscape Structures is named to the first-ever Forbes Accessibility 100 List, which celebrates the world's most innovative organizations making meaningful strides to improve life for people with disabilities. (See attachment Q.47 Inclusive Play Links located in 'Additional Documents')</p> <p>2024: Aquatix® by Landscape Structures wins Landscape Architecture Magazine's Lammy Award for "Most Persuasive" for our LED Jumping Jets ad featuring rainbow-colored arch jets at nighttime with the headline "Lights. Water. Action."</p> <p>2023: Landscape Structures receives LAMMY Advertising Award for Best Message by Landscape Architecture Magazine.</p> <p>2021: Landscape Structures is honored by the MSP Business Journal with the 2021 Minnesota Manufacturing Award for our latest product innovation, the We-Go-Swing®. Most importantly, we're proud to continue offering play options for children and families of all abilities.</p> <p>2020: Hedra® received a GOOD DESIGN® Award from the Chicago Athenaeum: Museum of Architecture and Design and The European Centre for Architecture Art Design and Urban Studies.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	48%	*
22	What percentage of your sales are to the education sector in the past three years?	34%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Landscape Structures currently holds cooperative purchasing contracts with the following agencies:</p> <p>Sourcewell HGAC NASPO ValuePoint (includes participating addenda with the following states: Arkansas, California, Hawaii, Iowa, Kentucky, Missouri, Nevada, New Mexico, Ohio, Oklahoma, Oregon, South Carolina, Utah, and Washington) TIPS Minnesota State Contract California Multiple Award Schedule (CMAS) KCDA (King County Directors Association)</p> <p>Please see attached document "Q.23 Cooperative Purchasing Contracts" for annual sales volume for 2022-2024.</p>	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Landscape Structures does not currently hold any GSA contracts or Standing Offers and Supply Arrangements.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Riverside, California	Pamela Galera, Parks and Recreation Director	(951) 826-2075	*
City of Dearborn, Michigan	Sean Fletcher, Parks and Recreation Director	(734) 516-8882	*
City of Westminster, California	Cindy Huynh, Civil Engineering Associate	(714) 548-3497	*
City of Courtenay BC, Canada	Stuart Carmichael, Manager of Parks Services	(250) 334-4111	
Novi Community School District	Mike Dragoo, Director of Maintenance and Operations	248-449-1241	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
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26	Sales force.	<p>With more than 50 years of experience designing, manufacturing and supporting world-class playground, shade and splash play solutions, we are uniquely positioned to meet the needs of Sourcewell and Canoe participating entities throughout the United States and Canada.</p> <p>Landscape Structures operates through a comprehensive, strategically positioned network of independent representative organizations, encompassing more than 350 exclusive sales consultants serving all 50 U.S. states and every Canadian province. Our sales consultants are deeply embedded in their communities, providing localized expertise, rapid response times and personal relationships with park planners, landscape architects, schools and municipalities.</p> <p>Each representative organization serves as the single point of contact for Sourcewell members. This is from initial consultation and design through installation and ongoing support which ensures consistent service and accountability. This model allows us to deliver responsive, community-based service with the strength and stability of a national manufacturer.</p> <p>Landscape Structures directly employs more than 800 full-time employee-owners, including dedicated professionals in sales, engineering, project management, customer service, manufacturing and logistics. These employees are based primarily at our headquarters in Delano, Minnesota, and our SkyWays® shade division facility in Dallas, Texas, with additional regional team members supporting business development and field services across North America.</p> <p>Since becoming 100 percent employee-owned in 2012, our culture has been defined by accountability, innovation and an unwavering commitment to customer satisfaction. Every employee-owner takes pride in ensuring that the products we design and deliver exceed industry standards for quality and safety.</p> <p>Our independent representatives maintain their own teams of sales consultants, designers, certified installers and support staff. While these professionals are not direct employees of Landscape Structures, they operate under exclusive agreements and are fully aligned with our brand values and performance expectations. Many of these organizations have partnered with us for more than 50 years, reflecting a shared commitment to quality, integrity and long-term success.</p> <p>Our sales and service functions are seamlessly integrated to ensure a smooth customer experience. Sales consultants collaborate directly with our internal engineering, manufacturing and customer service teams to manage every stage of the project. Many representative organizations also provide certified installation and maintenance services, allowing for efficient project execution and continuity of service.</p> <p>We back our work with industry-leading warranties and a commitment to lifetime customer support. Our representatives remain engaged long after the playground is installed offering training, maintenance guidance, and consultation on future upgrades or expansions.</p> <p>Landscape Structures offers Sourcewell and Canoe members a proven, scalable and deeply committed partner. Our combination of employee ownership, exclusive representative partnerships and national manufacturing strength ensures that every community regardless of size, geography, or complexity receives world-class design expertise, reliable project delivery, and exceptional service.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Landscape Structures' exclusive sales and distribution channel includes 47 independent rep organizations; 29 in the U.S., three in Canada and 15 internationally. More than 350 sales consultants focus full-time on sales and service of the products considered in this RFP. Landscape Structures playground equipment, Skyways shade solutions and Aquatix splash park product sales are our sales reps' primary business. They carry additional complementary offerings ranging from site furnishings and surfacing to shelters, fencing and more enable member agencies to provide Sourcewell customers will a truly comprehensive, turnkey solution for their community park and playground needs.</p> <p>As a 100 percent employee-owned company, Landscape Structures' relationship with its sales force is unique in the industry. We believe our industry-leading sales consultant tenure and the strong, trusted relationships we have with our channel help us stand out with our combined commitment to provide world-class service to our Sourcewell customers.</p>

28	Service force.	<p>Our philosophy of "We believe play is life-changing" extends to how we support our customers long after a project is complete. Our long-tenured customer experience and sales operations team provides responsive, high-quality service to both our sales consultants and end customers. Guided by the motto "We Support Play," each team member is assigned to a specific geographic territory, ensuring consistent, knowledgeable and personalized support for every client.</p> <p>Our service processes are defined by ISO-audited standard work, which ensures consistent training, accountability and continuous improvement. Same-day responses are our expectation, and the team meets weekly to review issues, implement corrective actions and identify proactive opportunities to enhance the customer experience. Most replacement parts are shipped within two business days, regardless of the product's age, reflecting our commitment to long-term support and reliability.</p> <p>Our technical services team provides dedicated assistance for installation questions or on-site challenges from professional installers and customers alike. This expert team is available 24/7 through a dedicated hotline, ensuring timely guidance and resolution whenever and wherever it's needed.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Since we were first awarded the Sourcewell contract in April 2017, all Sourcewell contract orders have been conducted directly between the customer and Landscape Structures. Service is provided through our experienced sales network, who play a vital role in ensuring a seamless and responsive customer experience.</p> <p>Our sales representatives partner with customers from the initial concept through the completion of each project. They are responsible for submitting design requests to Landscape Structures and collaborating with our internal teams to finalize pricing and prepare detailed proposals. Once a proposal is complete, the representative presents it to the customer for review and approval. When approved, the customer issues a purchase order which the representative submits to Landscape Structures for processing.</p> <p>Landscape Structures reviews the order, ensuring everything is in place for manufacturing, shipping and invoicing. This multi-step process ensures accuracy, transparency and efficiency at every stage.</p> <p>We believe that this collaboration with our representatives has made the ordering process both efficient and straightforward. It's a system that ensures accuracy and smooth operation from start to finish.</p> <p>See attachment Q.29 Deviation to Standard Order Process (included in 'Additional Documents')</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our customer service philosophy begins with a simple promise: "You have our word". We put our values ahead of profit, ensuring every interaction reflects our commitment to integrity, quality and care. One of our five corporate initiatives is to "ensure a world-class experience with our representative partners and end customers every time."</p> <p>Our customer experience team is available Monday through Friday, from 8 a.m. to 5 p.m. CT, and can be reached through multiple channels for convenience and responsiveness. We also offer a toll-free installation hotline that operates 24 hours a day, seven days a week, to assist with time-sensitive questions in the field. Landscape Structures maintains a strong Quality Management System (QMS), which includes standard work procedures and an ISO-audited customer service program that drives consistency and accountability across all touchpoints.</p> <p>Many of our representative offices also offer early morning, evening or weekend appointments to accommodate customer schedules. Hours of operation vary by office but are typically 8 a.m. to 5 p.m., Monday through Friday.</p> <p>When service needs arise in the field, we follow a documented process called the Customer Contact Note (CCN) system. Representatives submit CCNs directly from the field to report issues such as shipping concerns, freight damage, missing parts or warranty needs. Each CCN receives a response within 24 hours to ensure projects stay on schedule. All CCNs are reviewed weekly with operations leadership to identify root causes, implement corrective actions and advance continuous improvement initiatives.</p> <p>Another distinguishing aspect of our service program is our replacement parts commitment. To the best of our knowledge Landscape Structures is the only play equipment manufacturer in our industry able to provide replacement parts regardless of the age of the equipment. Parts are identical to the originals, except when design improvements are made for safety or compliance. In those cases, we supply replacements that are similar in form, fit and function.</p> <p>We maintain detailed archives of every order, including purchase orders, layout drawings, acknowledgments, invoices and shipping documentation. Standard lead time for replacement parts is two weeks, the same as for standard play equipment when required. Standard hardware can often be supplied the next day, and common painted welded parts typically ship within 24 to 72 hours.</p> <p>To continually evaluate and improve our customer experience, we send a post-sale satisfaction survey approximately eight weeks after every order ships. Feedback is shared with our representative organizations to celebrate successes, address concerns and reinforce our shared commitment to exceptional service.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>For more than 50 years, Landscape Structures and our representative organizations have proudly partnered with municipalities, schools and other community-focused entities. These are the same customers that Sourcewell serves. Our extensive network across the United States and Canada positions us to deliver consistent, responsive support to every participating member.</p> <p>We are fully capable and committed to meeting the needs of Sourcewell participating entities, providing high-quality playground, fitness, shade and splash play products, expert design guidance and reliable service. As an employee-owned company, we take great pride in building lasting relationships and helping communities achieve their goals through play.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Landscape Structures is fully able and committed to providing our products and services to all Sourcewell participating entities in Canada. Over the past several years, we have built strong momentum as our three Canadian representative partners have successfully helped customers adopt our Canoe/Sourcewell contracts. To date, Canoe sales have reached several million dollars, reflecting both growing trust in our brand and the value we deliver to communities across Canada.</p> <p>To further strengthen our presence, we have appointed a dedicated Regional Sales Manager who works closely with our Canadian representative organizations to support continued growth and partnership. In collaboration with our Canoe account manager, we are also planning additional training sessions to equip our representatives with the tools and knowledge needed to serve participating entities with excellence.</p> <p>Our continued investment in our Canadian partnerships underscores our long-term commitment to supporting Sourcewell members with innovative play and recreation solutions that enhance communities across Canada.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A - Landscape Structures has the ability and willingness to continue serving the entirety of the United States and Canada	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A - Landscape Structures has the ability and fully intends to serve all Sourcewell participating entity sectors. In fact, Sourcewell's entity sectors are our core customer base, and have been for over 30 years. We have built our business around serving these entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Landscape Structures is pleased to offer its products to participating entities in Hawaii, Alaska and U.S. territories. Local regulations may require unique arrangements regarding installation and related services.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Landscape Structures extends the terms of our current Sourcewell contract to non-profits and will continue to do so.	*

Table 4: Marketing Plan (75 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing plan includes announcements and promotion of the award to both our rep network and externally through social media and email. In addition, we will provide a presence on our public websites including links to Sourcewell highlighting the details of the awarded contract. We will include Sourcewell in our ongoing email and social media communications to related audiences. Our marketing team supports our reps in their local territory marketing and will provide Sourcewell related content for them to share directly through their email and social media channels.</p> <p>We will create an enhanced brochure highlighting Sourcewell for sales consultants to share with customers both printed and digitally. In addition, we would further highlight Sourcewell projects in photos and videos for our website and annual catalogs showcasing the partnership.</p> <p>Through collaboration and creativity, our marketing team produces content for a variety of channels and looks forward to working together to create the most effective campaigns for promotion.</p> <p>See attachment Q.37 Marketing Sample Links</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We have a robust digital marketing strategy that encompasses SEO, GEO, web content best practices, lead generation, customer journey nurturing, a variety of social media channels and more. It is important to us to continuously analyze and assess digital tactics, messaging and results to evolve our strategy and content for best results. Our marketing team dedicates time and resources to learning about new technologies and best practices for our strategies.</p> <p>We have two external websites, are active on YouTube, Facebook, Instagram and LinkedIn, and would incorporate messages about Sourcewell throughout these communication channels.</p> <p>See attachment Q.38 Links to Digital Platforms</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Landscape Structures views Sourcewell as a true partner in helping communities access high-quality, innovative play, shade and water solutions efficiently and cost-effectively. Successful contract programs thrive on collaboration, transparency and a shared commitment to public service. These values align closely with our culture as a 100 percent employee-owned company.</p> <p>Engagement with Sourcewell extends well beyond the contract itself. Joint participation in webinars, live meetings and industry events provides valuable opportunities to strengthen awareness and build relationships. Direct interaction between Sourcewell staff and our representative network will allow for consistent communication, timely updates and expanded outreach. We also appreciate Sourcewell's presence at key industry conferences such as NRPA, along with its willingness to explore new venues where we can reach decision-makers together.</p> <p>To fully integrate Sourcewell into our national sales strategy, dedicated marketing materials, digital resources and training sessions will be developed for our representative network. Regional sales managers and sales consultants are encouraged to present Sourcewell as a preferred procurement avenue for municipalities, schools and other participating entities.</p> <p>Regular communication between our business development leadership and the Sourcewell team will ensure representatives remain informed about contract updates, promotional opportunities and regional initiatives such as Sourcewell Academies and Universities. We will also continue to highlight Sourcewell in our communications with partners like the Miracle League and other organizations that share our mission of inclusive play. As a proof-point for this, while working under our existing Sourcewell agreement, Landscape Structure's SVP of Sales received the "Sourcewell 2024 Pioneer Award" for his efforts to help increase adoption of our Sourcewell contract use within our distribution channel.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the complex nature of designing playstructures and playground environments to meet unique community specific needs such as site details, safety standards and comply with government regulations (CPSC, ASTM, ADAAG) applicable to public playgrounds, we believe a one-on-one approach best serves our customers and ensures they are meeting their compliance requirements.</p> <p>The entire sales process is relationship-based to support meeting the specific needs of the customer and their environment. The actual process of ordering is executed by Landscape Structures' representatives. Note that to date, we have not received requests from customers to include an online ordering option.</p>

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Landscape Structures is committed to supporting Sourcewell participating entities through comprehensive education and training programs designed to promote safety, proper maintenance and effective use of our products.</p> <p>Through the Landscape Structures Learning Academy, we offer a wide range of continuing education sessions at no cost to Sourcewell members. We have 15 sessions currently available with topics ranging from playground maintenance and multigenerational design to designing inclusive play spaces, fitness-focused playgrounds and the importance of color in playground design. Detailed course descriptions are available online at playlsi.com/education.</p> <p>Our Learning Academy courses are available both in person and online, and provide opportunities for attendees to earn Continuing Education Units (CEUs) or Professional Development Hours (PDHs). Landscape Structures is an authorized provider of continuing education from the International Association for Continuous Education and Training (IACET), The American Institute of Architects (AIA) and the Landscape Architecture Continuing Education System™ (LA CES). All training programs are optional and provided as part of our ongoing commitment to customer success.</p> <p>Beyond formal education, our independent representative network provides hands-on, project-specific support for product installation, maintenance and operation. This includes on-site guidance, maintenance documentation and follow-up consultation which we provide as a standard, no-cost service.</p> <p>Landscape Structures experienced field supervisors assist our customers with pre-construction consultation, technical support, maintenance, and start-up and training. When opting for this service, Aquatix by Landscape Structures will provide (1) factory direct technician for (2) days of system startup, balancing, and owner training. Pricing is included in the Aquatix price list.</p> <p>Our goal is to ensure every Sourcewell member not only receives exceptional products, but also has the knowledge, confidence and support needed to maintain safe, inclusive and long-lasting play environments for their communities.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>Landscape Structures stands apart through our unwavering commitment to innovation, quality and customization. We invest over \$5 million annually in advanced equipment and technology, positioning us as an industry leader in product development and manufacturing excellence. Our proprietary DigiFuse® technology permanently bonds vivid, photo-realistic graphics directly onto metal panels, resulting in playground components that captivate with stunning visuals and fitness equipment signage that's clear and easy to follow, with exceptional durability designed to withstand years of play and exposure.</p> <p>Throughout the sales process, we offer advanced CAD and 3D modeling solutions, as well as individually requested output (i.e. specialized renders, file exports, animations) to help convey the vision for successful community outcomes. This will be tailored to each playground consultant and customer's vision.</p> <p>Our materials and processes are engineered with innovation, safety, longevity and aesthetic appeal at the forefront. Rigorous testing protocols and a disciplined product development cycle ensure every product meets the highest safety standards. Most importantly, we don't lose sight of what matters most: the users. We continually challenge the status quo to ensure every product we design and manufacture delivers maximum value for the kids and communities we serve.</p>

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>From the beginning, our founders made a promise: to create play spaces that delight children while respecting the planet. That promise continues to guide every aspect of our work today.</p> <p>At Landscape Structures, sustainability is not a single initiative but an integral part of how we design, manufacture and deliver our products. Our approach focuses on reducing environmental impact, increasing energy efficiency and ensuring the longevity of every playground we build. By using responsibly sourced materials, lean manufacturing practices and ISO-certified environmental systems, we are helping to create a healthier, more resilient planet, one playground at a time.</p> <p>Every playspace we design is built to last for decades. By using high-quality materials and low-maintenance finishes, our playgrounds remain safe, functional and beautiful for years to come. Durability is at the heart of sustainability, extending the life of every structure while reducing the need for replacement. We continually innovate with materials and manufacturing processes that lessen environmental impact without sacrificing safety or performance. Mixed-material designs allow us to create inclusive, dynamic play experiences that balance creativity with environmental responsibility.</p> <p>Most of our products are proudly manufactured in the United States, reducing carbon emissions from transportation while supporting domestic jobs. Whenever possible, we comply with the Build America, Buy America Act (BABAA) and its sustainability objectives. In cases where international sourcing is necessary, we uphold strict environmental and ethical standards and provide detailed Environmental Statements that outline material origins and responsible practices. Our products are also engineered for long-term climate resiliency. For example, SkyWays® shade structures protect children from heat and UV exposure while extending the lifespan of the playground equipment beneath them which helps communities stay safe, sustainable and ready for the future.</p> <p>Sustainability is embedded in every stage of our manufacturing process. At Landscape Structures, rigorous environmental and quality management systems guide how we design, build and deliver our products. Both our Play and SkyWays® divisions are certified to ISO 14001:2015 for Environmental Management Systems, a certification we first achieved in 1998 through the International Organization for Standardization (ISO). We are also certified to ISO 9001:2015 for Quality Management Systems, a standard we have maintained since 1996 that ensures consistent product quality and continuous improvement.</p> <p>Our operations are designed to minimize waste and conserve resources. Scrap materials such as steel, aluminum and plastic are recycled and reused whenever possible, keeping valuable resources in circulation and reducing landfill waste.</p> <p>Energy Efficiency and Lean Manufacturing Our facilities feature energy-efficient systems that reduce consumption and emissions. Guided by lean manufacturing and the Kaizen philosophy of continuous improvement, we regularly evaluate and enhance our processes to eliminate waste and improve performance. These ongoing initiatives ensure that our operations remain as responsible and resilient as the play spaces we create.</p> <p>Since 2008, we have partnered with American Forests, the oldest national nonprofit conservation organization in the United States, to plant more than 500,000 trees. These reforestation efforts help offset carbon emissions, restore habitats and support cleaner air and water.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our commitment to environmental responsibility is guided by ISO 14001:2015, the internationally recognized standard for environmental management systems.</p> <p>In 1998, we became the first U.S. playground equipment manufacturer, and only the seventh company in Minnesota, to achieve ISO 14001 certification. This milestone reflects our deep dedication to conservation, recycling and reducing the environmental impact of our operations. More than two decades later, we continue to meet and exceed the requirements of this rigorous standard across both our Play and SkyWays® divisions.</p> <p>ISO 14001 pushes us to operate in ways that are environmentally conscious, including reducing waste, conserving energy, improving recycling processes and innovating with sustainability in mind.</p>

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>As a 100% Employee-Owned company (ESOP), our biggest differentiation is our empowered people; a culture of ownership, pride, commitment to innovation, quality, and a continuous improvement focus. We also have the best-in-class and most tenured (exclusive) distribution channel of reps, who are an extension of our team and as passionate about serving customers as we are. In an industry where most play and recreation products companies are now owned by private equity groups, we believe our employee ownership gives us a unique ability to do the right thing for our customers, every time. This also motivates us and our representatives to a world-class standard and to serve Sourcewell customers with more care and reliability than any other commercial play, water, or shade company.</p> <p>To elaborate, we are proud of our culture and commitment to excellence, which not only measures the quality of our equipment but also enhances our total customer experience. "Cool Journey," our formal continuous improvement program, started in the Fall of 1999 and has dramatically improved our lead times, efficiencies and organizational effectiveness. Thanks to our lean manufacturing practices and single order flow, we consistently manage to manufacture an entire standard product order within days, allowing us to produce orders to meet individual customer timing needs.</p> <p>Through our Kaizen events and daily improvement efforts, we have tackled thousands of challenges throughout the company; from significantly improving paint line changeover times to decreasing the cost of our annual catalog. In all ways, the cross-functional thoughtfulness and talent of our empowered employee-owners have found innovative solutions to help us run better, faster and smarter. Through PDCA (Plan-Do-Check-Act) cycles and MDI (managing for daily improvement) leadership development, we've created a continuous improvement culture where employees are empowered to challenge assumptions, eliminate waste, and standardize excellence.</p> <p>We define quality by what matters most to our customers: form, fit, function and reliability. Our lean methodology ensures that every improvement aligns with customer value, whether it's reducing defects, improving delivery or enhancing the user experience.</p> <p>Many additional factors set Landscape Structures apart including our commitment to manufacturing excellence, uncompromising product quality and continuous innovation. Above all, we deliver exceptional long-term value to our customers. Our products are designed and built to stand the test of time, ensuring a lower total cost of ownership and lasting satisfaction for the communities we serve.</p> <p>We have an open invitation for customers to visit us in Delano, Minnesota for a Play Tour to see all of this firsthand. Our lean manufacturing practices and kaizen techniques combined with a creative, empowered work force drives significant operational improvements, reduces waste, increases efficiencies, and ensures product quality. The includes a tour of our manufacturing facilities during which they see processes in action and learn how manufacturing improvements have created more environmentally preferable products.</p> <p>Our commitment to inclusive play is unmatched in the industry, and we're proud to lead the movement toward designing the most welcoming and meaningful play spaces for children of all abilities. We partner with experts, advocates and organizations that help us continually advance our understanding of accessibility and inclusion. From universal design principles to sensory-rich environments, we focus on creating spaces that not only meet standards but exceed expectations. Our dedication has been recognized globally. Landscape Structures was named to the inaugural Forbes Accessibility 100 List, which honors the world's most innovative companies making significant progress in improving life for people with disabilities.</p> <p>At Landscape Structures, we have the unique history, experience, and ability to deliver fully customized solutions for playgrounds, shade structures and splash play environments. This is an area where we continue to lead in a rapidly evolving industry. Our design philosophy is rooted in understanding that play is not one-size-fits-all. Our in-house design, engineering and manufacturing teams work side by side to transform bold ideas into extraordinary destinations. This integrated process gives us full control over quality, precision and creativity from concept to completion. No detail is overlooked, and no project is treated as routine.</p>
46	<p>Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered.</p>	<p>Our warranty begins with a simple promise: "You have our word". At Landscape Structures, our goal is to build lifelong relationships with our customers. We stand firmly behind our products and our commitments, and we are dedicated to ensuring that every warranty situation is resolved with integrity, care and lasting satisfaction.</p> <p>We have a very robust and comprehensive product warranty that is consistent across all geographic areas. Warranty claims are administered by contacting the local representative who will help determine what parts or services are needed to ensure the product is operating to manufacturers' specification. Shipping costs are covered by Landscape Structures for parts or product covered under warranty.</p> <p>When Landscape Structures is providing installation and other related services, we offer a one-year labor warranty. See attachment Q.46 Manufacturer Warranty for specific details (included in 'Additional Documents')</p>

47	<p>Describe how your products and/or services comply with all relevant accessibility requirements applicable in both the United States and Canada. Include details on how your organization ensures inclusivity and accommodates individuals with disabilities in the design, manufacture, installation, and support of your offerings.</p>	<p>Landscape Structures designs play areas to comply with the 2010 standard to ADA Standards for Accessible Design. This includes a review of the accessible routes, and the accessibility of the ground-level and elevated play components.</p> <p>At Landscape Structures, inclusion isn't just a goal; it's a promise. We believe play is life-changing, and that belief drives us to create play spaces so children of all abilities feel welcomed, supported and celebrated.</p> <p>From the very start of our design process, we seek out voices that matter most: kids themselves. Our Jr. Play Team, which is a group of children from the Twin Cities with a wide range of physical, cognitive and sensory disabilities, brings invaluable lived experience to product development. Through their honest feedback, real-time play and conversations with their caregivers, we uncover what works, what needs improvement and how to design play environments that truly welcome everyone.</p> <p>Their perspective shapes how we design and manufacture inclusive solutions. For example, during testing of our new Volo Aire™ tower, children enjoyed climbing onto the net but some found it challenging to get down safely. By adding slides at the second level, we created an easier, more dignified way for kids and caregivers to exit, which was an improvement that not only enhanced accessibility but also made the experience better for everyone.</p> <p>Inclusivity doesn't stop with design. Our installation teams are highly trained professionals who bring precision, care and a deep commitment to accessibility to every project. Beyond installation, our global network of playground consultants continues to support communities with resources, training and education, ensuring that inclusion remains at the heart of every play space long after the ribbon is cut.</p> <p>For projects in Canada, where required, Landscape Structures play areas are designed to comply with CAN/CSA Z614-20 Annex H for accessibility. This includes a review of the accessible routes, and the accessibility of the ground-level and elevated play components. See attachment Q.47 Inclusive Play Links for links to our Inclusive Play Brochure and Jr. Play Team Video (included in 'Additional Documents')</p>
48	<p>Identify any industry certification(s) that your business or the products included in your proposal have attained or received.</p>	<p>Our commitment to quality, safety and sustainability is reflected in the industry certifications and standards we uphold.</p> <p>ISO Certifications: We are certified to both ISO 9001:2015 and ISO 14001:2015 standards. These certifications ensure that our products are manufactured to the highest quality standards while maintaining an environmentally conscious approach throughout our operations.</p> <p>IPEMA Membership & Certification: Landscape Structures is a proud member of the International Play Equipment Manufacturers Association (IPEMA). Nearly all of our equipment is third-party certified through IPEMA to meet ASTM F1487 and CAN/CSA Z614-20 standards for public playground safety and performance.</p> <p>ASTM Standards: Our products meet the requirements of ASTM F1487, the "Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use," with noted exclusions. ASTM standards provide the technical requirements that guide our product safety and innovation.</p> <p>Canadian Standards: Through IPEMA, our products are certified to CAN/CSA Z614-20, the Canadian national standard for children's playspaces and equipment.</p> <p>CPSC Compliance: We align with the U.S. Consumer Product Safety Commission's Public Playground Safety Handbook as well as the Consumer Product Safety Improvement Act (CPSIA), which specifies strict limits for lead, heavy metals, and phthalates in children's products.</p> <p>American Institute of Steel Construction (AISC) Certification: Our Dallas-based SkyWays® commercial shade division has successfully completed the Approved Fabricator Certificate by the IAS-accredited building department of Clark County, Nevada, further proof of our commitment to quality manufacturing practices.</p> <p>Together, these certifications demonstrate our uncompromising dedication to safe, inclusive, durable and environmentally responsible play products. By consistently meeting these rigorous standards, we ensure that every Landscape Structures product delivers long-term value and peace of mind for the communities we serve.</p>

49	Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.	<p>Our manufacturing processes and materials emphasize precision, durability, safety and installation efficiency. We perform most laser cutting under nitrogen gas, which produces cleaner edges, prevents oxidation, and ensures long-lasting quality, in contrast to competitors who may cut under oxygen, leaving oxidized edges that can compromise durability. We also use Flowcoat steel tubing in many cases, providing superior corrosion resistance and extending product life compared to black steel. Additionally, our deck construction uses heavy-gauge material with engineered ribbing and support to deliver structural integrity with reduced deflection over time.</p> <p>We integrate sliding footers into our slides which ensure they don't pull away from decks, warp or crack due to typical expansion and contraction. The result: They help eliminate gaps that can potentially entangle children's clothing. Bolting slides directly to the ground may be less expensive, but it's not as safe or long lasting. To our knowledge, we are the only playground equipment manufacturer to use sliding footers at the bottom of our slides.</p> <p>For safety and longevity, we secure netting with ball knots rather than S-hooks. We install PEM nuts in-house to create strong, vibration-resistant threaded connections that outperform riv nuts. We apply PVC dip coatings on select components to provide a durable, weather-resistant, non-slip surface, while competitors often use alternative plastics that degrade more quickly.</p> <p>To speed installation and protect quality, each part is individually labeled with a part number and a pictorial representation; unique product barcodes tie every component to the packing list for scan verification and complete quality control. Packaging is kitted and organized in installation sequence to reduce handling, prevent damage and allow for efficient time use on site.</p> <p>While most other manufacturers ship boxes of hardware separated by type, we pre-combine hardware in packs for each component ensuring mistake-proof and faster installations. All our bolts, flange nuts and screws vandal resistant and pre-dipped in a secure, patch adhesive to keep play equipment secure and safe from unwanted tampering. Equipment assembly diagrams are included on the packaging to make installation easier and error free and help make community-build projects more efficient.</p> <p>We offer the industry's most comprehensive and thoughtfully curated color choices. Color is energy we not only see, but feel, and it has proven physical, emotional, and social impacts on us. That's why thoughtful color selection is a critical part of creating playgrounds that not only add aesthetic beauty to a community but are also beneficial to all who visit. From infancy through early adolescence, color perception is closely linked to cognitive development. It starts with a pull toward simple primary colors and moves toward more complex and sophisticated hues.</p> <p>At Landscape Structures, we've created a spectrum of proprietary colors and complementing palettes that offer communities an opportunity to choose the colors that best suit their environment and also draw children to play. From form to function to color, we continually evolve our palette options to echo changing trends and provide the best play opportunities to help kids grow to be better adults.</p> <p>Landscape Structures is one of the few play companies that primes 100% of its painted products with a primer before receiving the final color. This ensures the best possible quality, durability, and corrosion resistance. We also use a proprietary ProShield paint, which uses SuperDurable Architectural Powders to provide maximum UV protection so that our colors remain true for decades to come.</p> <p>Together, these processes and materials result in products that are safer, longer-lasting and lower-maintenance, delivering greater value and reliability.</p>
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50	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.	<p>Children are naturally inventive in their approach to play, and while exploration fuels imagination, it must be balanced with safeguards against serious injury. We follow the Consumer Product Safety Commission (CPSC) guidelines, which recommend separate play areas for ages 6 to 23 months, 2 to 5 years and 5 to 12 years. Designing age-appropriate spaces ensures that equipment dimensions, skill levels and play styles are matched to developmental needs.</p> <p>Environmental design is equally important. Playgrounds should be adequately shaded, well-drained, highly visible, and separated from traffic or natural hazards. Working with our expert consultants, communities can create layouts that minimize congestion, protect children and maximize safe play patterns.</p> <p>Protective surfacing further enhances safety. Whether using engineered wood fiber, resilient tiles, poured-in-place surfacing, or combinations of loose-fill and unitary systems, we ensure that playgrounds not only cushion falls but also provide accessibility for children who use wheelchairs and other mobility devices.</p> <p>A well-designed playground does more than protect children; it empowers them. Inclusive play environments provide opportunities for all children to explore, practice new skills and build confidence, regardless of physical, cognitive or sensory ability. These playgrounds foster independence and meaningful engagement, creating environments where differences fade and shared experiences flourish.</p> <p>Play is also a critical teacher of social skills. Research shows that social interaction learned in childhood impacts lifelong success. Inclusive playgrounds encourage face-to-face play, cooperation and empathy, essential skills for school, work and community life.</p> <p>Inclusive playgrounds nurture every aspect of child development: Imaginative play allows children to "try on" roles and expand learning beyond the physical. Cooperative play components like the We-Go-Swing®, We-Go-Round®, We-saw™ and Sway Fun® Glider encourage teamwork. Quiet play zones such as the Cozy Dome® or Sensory Tunnel provide safe spaces for reflection, regulation and exploration.</p> <p>Inclusivity extends beyond children. Our play spaces are designed for multigenerational use, enabling parents, grandparents and caregivers of all abilities to engage with the children in their care. These spaces become true community gathering places.</p>
51	Describe how your offering addresses the customer's desire to customize the offering.	<p>At Landscape Structures, we believe play is life-changing. That belief drives us to design and build play environments that are as unique as the communities they serve. Every space we create is more than a playground. It's a destination where imagination, movement, and connection come to life. Our designs amaze and inspire, challenge and empower, and celebrate the joy of childhood.</p> <p>As a 100 percent employee-owned company, we are fully invested in every project we create. There's no one-size-fits-all approach as each playground is made to order. With highly skilled and experienced designers, broad material selections and advanced manufacturing capabilities, we set the standard for leading design and dare to smartly push the boundaries of what's possible. Clients have direct access to our design team throughout the process, ensuring that every project reflects their goals, vision and community story.</p> <p>Customization extends far beyond aesthetics. We design play experiences that meet children where they are physically, emotionally, and developmentally. Our goal is to give children of all ages and abilities the opportunity to play from every angle. Through innovative products and inclusive design, we create spaces that encourage empathy, pride and connection while promoting growth, discovery and belonging.</p> <p>In addition, we can produce almost any custom playground product idea a customer can dream up. We are uniquely qualified with a dedicated custom manufacturing division and in-house concrete GFRC production facility.</p> <p>Landscape Structures is one of the few play companies that primes 100% of its painted products with a primer before receiving the final color. This ensures the best possible quality, durability, and corrosion resistance. We also use a proprietary ProShield paint, which uses SuperDurable Architectural Powders to provide maximum UV protection so that our colors remain true for decades to come.</p> <p>Together, these processes and materials result in products that are safer, longer-lasting and lower-maintenance, delivering greater value and reliability.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
52	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>We are proud to be a 100 percent employee-owned (ESOP) company. Because of this ownership structure, we do not qualify for certification as a woman-owned or minority-owned business however our employee ownership reflects an equally powerful commitment to shared success, long-term sustainability and diversity.</p> <p>The ESOP distinction sets us apart in the commercial playground industry and ensures that every eligible employee, regardless of role, tenure or background, has a direct stake in our success. Ownership is tied to employment, not hierarchy, meaning that frontline team members and executives alike share equally in the accountability and rewards of what we build together.</p> <p>Employee ownership shapes a culture of shared responsibility, innovation and integrity. It drives us to deliver the most captivating play spaces in the world because every project reflects not only our brand, but also our personal pride as owners. This structure also positions us as one of the few truly independent companies in our industry, giving us the freedom to stay true to our mission and values.</p> <p>Equally important, inclusivity is woven into both our leadership and our operations. Nearly half of our senior leadership team is female, demonstrating our commitment to equity and representation at the highest levels of decision-making.</p> <p>Beyond our walls, we actively support supplier diversity by partnering with many woman-owned, minority-owned and small businesses across our distribution channels and subcontractor network.</p>	*
53		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	While Landscape Structures is not able to qualify as a MBE, we partner with representatives and contractors who are MBEs.	*
54		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	While Landscape Structures is not able to qualify as a WBE, we partner with representatives and contractors who are WBEs.	*
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Landscape Structures does not currently have any DOBE partners, we welcome the opportunity to work with qualified DOBEs.	*
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Landscape Structures does not currently have any VBE partners, we welcome the opportunity to work with qualified VBEs.	*
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Landscape Structures does not currently have any SDVOB partners, we welcome the opportunity to work with qualified SDVOBs.	*
58		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	While Landscape Structures no longer qualifies as a SBE, many of our representatives and contractors who we partner with are SBEs.	*
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Landscape Structures does not currently have any SDB partners, we welcome the opportunity to work with qualified SDBs.	*
60		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	While Landscape Structures is not able to qualify as a WOSB, we partner with representatives and contractors who are WOSBs.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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61	Describe your payment terms and accepted payment methods.	Standard payment terms are net 30 days from invoice date. Landscape Structures accepts payments via check, wire transfer or ACH.	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	To support the need for alternative financing, Landscape Structures has aligned with NCL Government Capital to provide parks and recreation departments, schools, non-profits, churches, daycares, preschools and more with efficient financing solutions to purchase park and playground equipment.	*
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Standard transaction forms used by Landscape Structures and many of our representatives include our Sourcewell Proposal Form, Standard Terms & Conditions for Installation, Sourcewell Participation Agreement, Order Acknowledgement and Invoice.	*
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Landscape Structures partners with US Bank for e-bill capabilities using a third-party merchant processor and is set up to handle multiple payment methods, including P-cards. Some fees may apply depending on the size, type and payment method utilized for each transaction.	*
65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Landscape Structures strives to provide a straightforward and easily understood pricing model. Therefore, we propose a single discount percentage off list price with an additional volume discount to provide greater value. Aquatix mechanicals, design services, and all ancillary products and services are priced on a guaranteed not-to-exceed model. A complete price list showing list price is attached. Price list includes unique model numbers for all products offered.</p> <p>At Landscape Structures, our goal has always been to provide the highest quality and most innovative products and services at a fair price while delivering exceptional value. We understand that value is defined differently by each customer, so we strive to attract and retain customers who prioritize characteristics such as durability, great service, working with a manufacturer that "does the right thing" irrespective of the warranty wording, values relationships, and gives back to the community.</p> <p>We also want to emphasize that we do not inventory finished products, so excess inventory does not drive our pricing. We have resources available to help customers earn grants. Unlike some retail pricing models that price products above market and then offer significant "discounts" to entice potential buyers, our contract discounts are genuine and not recovered through higher markups on freight, installation, or other products and services. See attachment Q.65 Pricing</p>	*
66	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Landscape Structures is offering a 6% discount off list price on all Landscape Structures products for single orders of up to \$80,000 in equipment.*</p> <p>*Mechanical systems, design and other services provided by Aquatix by Landscape Structures are priced on a line-item pricing basis.</p>	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	<p>An additional 2% volume/quantity discount off list price on Landscape Structures products for single orders over \$80,000 in equipment* (total 8%).</p> <p>*Mechanical systems, design and other services provided by Aquatix by Landscape Structures are priced on a line-item pricing basis.</p>	*

68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Landscape Structures is committed to delivering complete, turn-key playground, shade and splash play solutions tailored to each customer's unique needs. Our local sales representatives work closely with individual clients to define project requirements and identify any additional products, equipment or services necessary to achieve the desired outcome.</p> <p>When sourced items are required, our representatives coordinate with trusted local suppliers to ensure quality, compatibility and value. These sourced products and/or services are provided on a cost-plus basis, not to exceed 25%. Installation services are offered on a "not-to-exceed" percentage of the list price of Landscape Structures equipment, determined on a state-by-state basis. Landscape Structures is proud to offer access to its certified installer network for installation services.</p> <p>Custom products are quoted individually and will receive the same discount structure applied to our standard product lines.</p>	*
69	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Bonding is not included in pricing. If bonding is required, the cost is 3% of the purchase order total payable to Landscape Structures Inc.</p> <p>Installation, site preparation, unloading of equipment upon delivery, safety audits and inspections. These services can be contracted through Landscape Structures and they will be provided by qualified independent, third-party vendors/contractors.</p>	*
70	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>To best serve our customers and provide the most competitive price for shipping, Landscape Structures provides freight FOB Destination, Pre-paid and Added. Freight is calculated on the entire order (not per component) and quoted based on negotiated shipping rates. Custom freight quotes are requested on orders that contain oversized components.</p> <p>Our carriers maintain the highest standards, and many of them have shipped our products for decades. They understand our product and the importance of being on time for the delivery appointment. Our carriers call the delivery contact person at least 24 hours in advance to confirm the appointment so that everyone is successful.</p> <p>Once Landscape Structures receives the order, it is processed and a ship date is assigned. Every order generates a Sales Order Acknowledgement detailing to the customer what they ordered. If there are changes needed to the shipping schedule, we will work with the local sales representative and the customer to coordinate any adjustments based on their needs.</p> <p>Landscape Structures has a 99 percent on-time shipping performance record. In the event there is a delay in shipment, the local sales representative is notified. They in turn notify the customer to work out a satisfactory solution. Possible options include but are not limited to splitting the delayed items into a separate shipment at no charge to the customer; shipping the entire order later as agreed upon by the customer and possibly expediting the shipment to meet the customer's requirements.</p>	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping, delivery, exchange and return programs for Alaska, Hawaii and other offshore orders are treated in the same manner as orders shipping to the continental United States except for ocean freight. On ocean freight shipments, the maintenance kit, which contains touch-up paint is shipped via air freight	*

72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Landscape Structures prides itself on how it packages its products. The various components and individual structures are packaged/palletized together for ease of installation. The parts are secured to the pallets with strapping and heat-shrink-wrapped with a high-mil wrap that protects the components from weather while in transit and/or at the site.</p> <p>We go to great lengths to ensure the product is delivered to the site undamaged. In fact, during the last 10 years, our reported freight damage is consistently less than 0.3%. We attribute that to our packaging methods and our top-notch carriers that have been moving our playgrounds for decades.</p> <p>Landscape Structures will work with individual customers to accommodate any special shipping requirements. Whether that delivery requires a flatbed or full-size trailer, or if an early AM or after hours delivery is needed, we can structure it to ensure success for the customer.</p>	*
73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Sourcewell customer orders will be directly invoiced by Landscape Structures Inc. As orders are received and submitted into our order processing system, they will be flagged as Sourcewell contract orders. A daily report is generated alerting our Contract Administrator of all contract orders keyed the previous day. This contract coding is also the basis for all quarterly reporting and administrative fee payments.</p> <p>All discounts on orders require a discount code, which provides another checkpoint to ensure the order has received pricing in compliance with the contract. The Sourcewell discount code will be keyed on the order alerting our accounting personnel to verify the order has received the proper pricing.</p> <p>All order keyers and accounting personnel are trained to review orders for contract compliance.</p> <p>Landscape Structures shares the responsibility for the contract discount with the local sales representative. If they fail to submit the order correctly, they do not receive Landscape Structures' share of the discount and cover the entire amount themselves. This provides a monetary incentive for the sales representative to submit the order with the correct contract information.</p>	*
74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Internal metrics include quarterly and annual contract usage reporting to the finance and sales teams. All contract sales are coded for easy data retrieval. Reporting shows both how the contract is doing against company sales by quarter and against previous years. It provides sales data on both geographic and sales force levels. In addition, it provides a comprehensive list of sales by size and repeat customers.</p> <p>This reporting allows us to see where the contract is strongest and areas across the country where we can improve on contract usage.</p>	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Landscape Structures is proposing an administrative fee of 1.5% on the net sales price of all products and services (excluding freight, bonding fees and taxes).	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Landscape Structures is pleased to provide Sourcewell members with pricing that is as good as pricing we offer to our other cooperative purchasing customers.	*

Table 7A: Depth and Breadth of Offered Solutions (225 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Landscape Structures is offering a turnkey solution to the marketplace need for playground and recreation-related equipment, accessories and supplies.</p> <p>Landscape Structures offers a full product suite that includes standard and custom playground equipment, freestanding play, shade, surfacing, sports & fitness equipment, site furnishings and waterparks. Turnkey services are offered to include design and site consultation, installation, and site construction services.</p> <p>To complement and enhance the park and playground project, we can provide turnkey solutions through our partnerships to include, but are not limited to, installation, site work (i.e., grading, concrete walkways, landscaping, drainage solutions), shelters, site amenities, splash play and independent safety audits. These are sourced products and services.</p>
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Commercial playground equipment</p> <p>Custom/themed play equipment</p> <p>Inclusive playground equipment</p> <p>Net playgrounds</p> <p>Nature-inspired play</p> <p>Outdoor musical instruments</p> <p>Playgrounds for infants/toddlers</p> <p>Freestanding playground components</p> <p>Slides</p> <p>Playground towers</p> <p>Commercial shade structures</p> <p>Splash pads/Spray play products</p> <p>LED lighting</p> <p>Splash pad packages</p> <p>Mechanical systems</p> <p>Site furnishings/amenities</p> <p>Park Benches</p> <p>Picnic Tables</p> <p>Trash receptacles</p> <p>Outdoor fitness equipment</p> <p>Sports equipment</p> <p>Surfacing</p> <p>Installation solutions</p> <p>Related site work</p> <p>Independent safety audits</p>

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Include which ones you are offering
79	<p>Category 1 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Water Play or Aquatic Equipment, including but not limited to:</p> <p>a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;</p>	<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p>	NA

80	<p>Category 2 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to:</p> <p>a) Benches, picnic tables, bike racks, waste receptacles; b) Dog Park solutions; c) Playground and aquatic surfacing and fall protection; d) Shade coverings</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
81	<p>Category 3 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to:</p> <p>a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as: i. Cardio training; ii. Strength, agility, and mobility training; and iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
82	<p>Category 4 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if they have Playgrounds AND one or more of b, c, or d, including but not limited to:</p> <p>a) Playgrounds and at least one of the following: b) Water Play or Aquatic Equipment (See Category 1, above); c) Outdoor Site Amenities and Furnishings (See Category 2, above); and d) Outdoor Fitness (See Category 3, above).</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our product portfolio encompasses a, b, c d; commercial playground equipment, water play and aquatic equipment, outdoor site amenities and furnishings including commercial shade structures, as well as outdoor fitness and sports equipment designed for individuals ages 5 through 13 and beyond.	*
83	<p>Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Playsystems:</p> <p>Smart Play®: Smart Play playstructures pack a lot of activities into compact structures, taking kids from early crawling exploration on up to active climbing and social play to challenging adventures for older children.</p> <p>Forma™: Forma brings a contemporary vibe to any play environment. With its architectural influences, endless color possibilities and open sightlines, this unique playsystem design creates the perfect complement to your nature-inspired or modern play setting. Kids love the dynamic, challenging, and inclusive play opportunities provided by Forma's angular design and sensory-rich mix of materials.</p> <p>Quantis®: Quantis takes net play to a whole new level with endless routes of imaginative play! Each Quantis structure is packed with a variety of materials and climbers along with integrated play components to challenge kids and provide hours of unscripted, dynamic and inclusive play.</p> <p>Hedra®: The geometric playscapes of Hedra, Hedra Scout and custom Hedra Towers are perfect for kids ages 2 to 12. These tessellated shapes create playful pods</p>	

that link together, forming a fascinating interconnected matrix of three-dimensional play. Hedra Swings and AquaHedra carry the unique look to additional play events.

Evos®: The spherical design of the Evos playsystem attracts kids of all abilities. Most importantly, Evos lets kids find their own ways to play while building muscle strength, endurance and mental agility.

Weevos®: The complement to Evos for children ages 2 to 5, the Weevos playsystem promotes early childhood growth and development in five key areas: physical, cognitive, sensory/motor, emotional/social and language.

PlayBooster®: The industry gold standard for ages 5 to 12. For design, durability and play value, PlayBooster is the line of playground equipment everyone looks to for inspiration.

PlayShaper®: Let curious young minds go exploring on a safe and durable PlayShaper® playground structure. Scaled to size for preschoolers, these play systems invite youngsters to develop their physical skills while learning the social skills needed for community life.

PlaySense®: PlaySense playgrounds are perfect when you are looking for more fun per dollar. These preconfigured playgrounds serve kids ages 2 to 5 and 5 to 12 so everyone is happy, and every community can have an affordable playground to call their own.

Freestanding Play: Our versatile freestanding play components are designed to maximize play value and create an action-packed playground that's truly unforgettable. We offer unique play events including the We-Go-Swing®, We-Go-Round®, Rhapsody® Outdoor Musical Instruments, ZipKrooz®, Aeronet® Climbers, spinners and more. These play events provide extra challenge and fun for any new playground and can be used to revitalize an existing park or playground.

Sports & Fitness: Our Sports & Fitness equipment provides fitness components that are designed for outdoor parks and playgrounds where people of any ability can challenge their physical fitness and work toward improving their health from head to toe. With options like FitCore™ Extreme, HealthBeat Circuit® and the HealthBeat® Outdoor Fitness System, we make it easy to add fitness for any age to outdoor play.

Site Furnishings: Put the finishing touches on your play environment with a variety of site furnishings options. From shade products and benches to bike racks, litter receptacles and more, we'll help create a clean, safe and welcoming space for the whole

		<p>community.</p> <p>Aquatix® by Landscape Structures: As leaders in visionary aqua play, Aquatix knows no boundaries when it comes to interactive water-based encounters, inventive escapades and thrilling surprises. Splashtastic products engage kids' imaginations, encourage exploration and deliver exhilarating new experiences with water to people of all abilities. In fact, the innovative technology of the self-contained AquaSmart® Packages has made water play possible for more and more communities.</p> <p>SkyWays® by Landscape Structures: SkyWays provides nearly unlimited shade capabilities for a variety of spaces like playgrounds, dog parks, ball fields, zoos, outdoor classrooms or anywhere large amounts of shade are needed. As an AISC Certified Fabricator, we ensure that all SkyWays products provide the best options for cool and reliable shade. From small shade to big shade, decorative shade to themed shade, SkyWays goes where people like to gather.</p> <p>At Landscape Structures, we are proud to offer comprehensive, turnkey solutions for playground and recreation projects of every scale. Through close collaboration with our local sales network, manufacturer-certified installers and trusted contractors, we deliver a seamless experience from design and site consultation to installation and completion.</p> <p>Our integrated approach ensures customers receive the highest quality products and services at the best value. In addition to our full suite of offerings, including playground equipment, shade, surfacing, site furnishings, outdoor fitness and splash play, we also coordinate complementary site services such as grading, concrete work, landscaping, drainage, shelters and safety audits.</p> <p>By managing every detail through our established partnerships, we provide customers with a single, reliable source for creating beautiful, functional and enduring community play environments.</p>
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing.zip - Tuesday October 14, 2025 19:04:05
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday October 14, 2025 19:03:27
 - [Marketing Plan/Samples](#) - Q.37 & 38 Marketing Links.pdf - Wednesday October 15, 2025 18:06:40
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday October 15, 2025 18:09:51
 - [Requested Exceptions](#) - Master Agreement, 101625 Playground Equip Outdoor Fitness, 2025 RFP, LSI Redlines, 2025.10.09.docx - Tuesday October 14, 2025 19:02:00
 - [Upload Additional Document](#) - Additional Documents.zip - Wednesday October 15, 2025 18:06:56

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Elaine Harkess, Contract Administrator, Landscape Structures Inc.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Playground Equipment Outdoor Fitness RFP 101625 Fri October 3 2025 04:18 PM	<input checked="" type="checkbox"/>	4
Addendum 2 Playground Equipment Outdoor Fitness RFP 101625 Wed October 1 2025 11:49 AM	<input checked="" type="checkbox"/>	3
Addendum 1 Playground Equip Outdoor Fitness RFP 101625 Wed September 24 2025 01:18 PM	<input checked="" type="checkbox"/>	2