



MASTER AGREEMENT #101625

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

SUPPLIER: PlayPower, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive, #100, Huntersville, NC 28078 (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 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, 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." 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 Sourcewell 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, 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

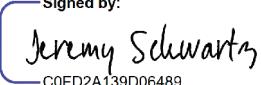
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

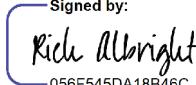
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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

PlayPower, Inc.

Signed by:

 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/6/2026 | 6:09 PM CST

Signed by:

 By: _____
 Rich Albright
 Title: Vice President/General Manager
 Date: 1/6/2026 | 1:20 PM CST

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

Vendor Details

Company Name: PLAYPOWER, INC.
Does your company conduct business under any other name? If NC
yes, please state:
Address: 11515 VANSTORY DR. STE 100
HUNTERSVILLE, NC 28078
Contact: Inc. PlayPower
Email: brandy.clory@playpower.com
Phone: 417-354-2509
Fax: 417-354-2509
HST#: 43-1681424

Submission Details

Created On: Wednesday September 10, 2025 15:15:48
Submitted On: Thursday October 16, 2025 15:36:32
Submitted By: Inc. PlayPower
Email: brandy.clory@playpower.com
Transaction #: 743a84e3-e5ef-4b4d-95b7-312a3eefdb18
Submitter's IP Address: 147.243.172.231

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.	PlayPower, 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).	Miracle Recreation Equipment Company PlayPower LT Farmington, Inc. Playworld Systems Inc. E-Z-Dock, Inc. Shade Structures, Inc. Wabash Valley Manufacturing Inc. Soft Play - Playtime, LLC No Fault LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Miracle Recreation Equipment Company: Cage: 3Y251 UEI: ZEDZXAZD8BM6 PlayPower Lt Farmington, Inc: Cage: 1DSL3 UEI: L86VSX3PNNL8 Playworld Systems Inc: Cage: 1EJ63 UEI: J3DNXNA1ALK7 E-Z-Dock, Inc: Cage: 3BFJ8 UEI: CJLNNNGH6RGU5 Shade Structures, Inc: Cage: 4HG41 UEI: KPW7BLUM5NR7 Wabash Valley Manufacturing Inc: Cage: 0FTL0 UEI: S461LC2F9L11 Soft Play - Playtime, LLC: Cage: 4HZ31 UEI: MSEZAJ93Y2D5 No Fault LLC: Cage: 9HHT1 UEI: PWG6DEZWHX75

5	Provide your NAICS code applicable to Solutions proposed.	Below are the codes noted on our SAM registrations. 238990 - All Other Specialty Trade Contractors 314999 - All Other Miscellaneous Textile Product Mills 332311 - All Other Miscellaneous Textile Product Mills 326199 - All Other Plastics Product Manufacturing 332312 - Fabricated Structural Metal Manufacturing 334512 - Automatic Environmental Control Manufacturing For Residential, Commercial, And Appliance Use 336611 - Ship Building And Repairing 337127 - Institutional Furniture Manufacturing 339920 - Sporting And Athletic Goods Manufacturing 339999 - All Other Miscellaneous Manufacturing 423910 - Sporting And Recreational Goods And Supplies Merchant Wholesalers 488310 - Port And Harbor Operations 488390 - Other Support Activities For Water Transportation 561210 - Facilities Support Services 713930 - Marinas 713940 - Fitness And Recreational Sports Centers 713990 - All Other Amusement And Recreation Industries
6	Proposer Physical Address:	11515 Vanstory Drive #100, Huntersville, NC 28078
7	Proposer website address (or addresses):	www.PlayPower.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):	W. Todd Brinker Senior Vice President, Commercial Growth 11515 Vanstory Drive #100, Huntersville, NC 28078 Phone: 704-576-7928
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brandy D. Clory PlayPower Contracts Manager 878 E Highway 60 Monett, MO 65708 Phone: 417-354-2509
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maura Garcia – EZ Dock Phone: 417 -737-2110 Email: maura.garcia@playpower.com Brett Kidd - Little Tikes Commercial Phone: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Email: Mike.Sutton@playpower.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Brandy Clory – PlayPower Inc Phone: 417-354-2509 Email: brandy.clory@playpower.com Rich Albright - Soft Play Phone: 929-496-8897 Email: Rich.albright@playpower.com Whitney Klen – USA Shade & Wabash Valley Phone: 512-915-7800 Email: whitney.klen@USA-Shade.com Michele Munson – No Fault LLC Phone: 225-247-7449 Email: Michele.munson@nofault.com

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

Line Item	Question	Response *
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11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Our PlayPower team is not merely a playground equipment company; we're a family of brands that are dedicated to strengthening families, building lasting friendships, and encouraging people of all ages and backgrounds to experience the power of play! We realize the power that play can bring to unite a community and thus we seek to inspire by bringing fun and laughter to children and adults every day. Together, our PlayPower family has become a global leader in producing superior recreational equipment that has been beneficial to communities over many generations.</p> <p>PlayPower is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal watercraft, innovative surfacing products and indoor contained play structures. Our PlayPower family offers full turnkey solutions to meet the specific recreational needs of communities everywhere.</p> <p>PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland, and Scotland.</p> <p>PlayPower's VISION is to be the leader in the development of legendary, innovative, and inclusive play and recreation experiences worldwide.</p> <p>PlayPower's MISSION is to engineer and manufacture recreational equipment that is safe, inclusive, highly durable, and easy to maintain so that the communities we serve can focus on fun!</p> <p>PlayPower's GOAL is to continue to be recognized as the trailblazer for inspiring and creating innovative products while providing excellent customer service. We will continue to leverage our brands globally to the benefit of all who use our products, and to our customers, employees, and shareholders.</p> <p>PlayPower's VALUES honesty, integrity, respect and care for others, inclusivity, sustainability, transparency, collaboration, accountability, passion, purpose, and promotion of community engagement.</p> <p>PlayPower originally began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include:</p> <ul style="list-style-type: none"> Miracle Recreation Equipment Company Little Tikes Commercial Playworld Wabash Valley EZ Dock USA Shade & Fabric Structures Soft Play/Playtime No Fault Tayplay HAGS <p>PlayPower's companies are leaders in the markets in which they serve, and in combination, have HUNDREDS of years of experience bringing play and recreation to life.</p>
12	<p>What are your company's expectations in the event of an award?</p>	<p>Here at PlayPower, we believe that partnership extends beyond contracts. We greatly appreciate the opportunities we have had to work hand in hand with Sourcewell to bring recreation and joy to the many communities we serve. Our PlayPower teams have a long track record of going above and beyond for our Sourcewell agencies, and welcoming them to our PlayPower family as valued members of our team.</p> <p>Together with our Sourcewell partners, PlayPower is excited to continue to bring the power of play to the many wonderful communities of our Sourcewell agencies throughout the US and Canada. Our teams at PlayPower will continue engaging our Sourcewell agencies with our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault.</p> <p>We will continue to employ our Sourcewell contract as our primary North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows</p> <p>Our goal, with having 8 of our strongest brands in our portfolio, would be at a minimum, to exceed \$60M annually in total contract sales over the term of the contract, including equipment, installations, and ancillary products and services.</p>

13	<p>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>	<p>PlayPower is a company with more than \$500M in annual sales. We employ more than 1,800 individuals, working in 9 manufacturing facilities around the world, supporting 12 world-class brands. PlayPower is currently owned by the private equity firm Littlejohn & Co, with \$8B in assets under management. Please see https://littlejohnllc.com/ for additional details.</p> <p>However, it was announced in a press release on September 15, 2025 that Littlejohn & Co has sold PlayPower to Platinum Equity. That sale is expected to have regulatory approval to close by the end of 2025.</p> <p>Press release can be found here: https://www.platinumequity.com/news/platinum-equity-to-acquire-playpower/.</p> <p>Platinum has more than \$50B in assets under management.</p> <p>More details can be found through their direct website here: https://www.platinumequity.com/.</p>
14	What is your US market share for the Solutions that you are proposing?	According to the Q4 2024 International Play Equipment Manufacturers Association (IPEMA) Report, PlayPower's Outdoor Playground equipment market share in the US is 26.0%.
15	What is your Canadian market share for the Solutions that you are proposing?	According to the Q4 2024 International Play Equipment Manufacturers Association (IPEMA) Report, PlayPower's outdoor Canadian market share is 32.0%.
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.	None.
17	<p>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).</p> <p>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?</p> <p>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>	<p>PlayPower, Inc. is best described as a manufacturer of recreational equipment, indoor and outdoor playground equipment, outdoor furnishings, fabric shade structures, floating dock systems, and playground surfacing. With a few exceptions, PlayPower Inc. operates with independent representatives / vendors that manage sales within all areas of North America and Internationally. All representatives are contractually responsible for selling and installing all products proposed within this RFP. In addition, all of PlayPower's employees and independent representatives / distributors / vendors are certified and factory trained to repair and service PlayPower's recreation and playground equipment, equipment and materials. We have included our list of representatives for each of our brands with this RFP.</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>PlayPower is licensed to sell our products in all 50 states, 10 Canadian provinces, along with many international locations. We are committed to providing Sourcewell agencies with a safe, enjoyable, inclusive, family friendly environment to play and grow. Our commitment to our Sourcewell agencies begins by meeting and / or surpassing safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. In addition to exceeding these standards and guidelines, we also actively participate in ASTM and CPSC development, and we are active members of IPEMA. Our employees, sales representatives, distributors, vendors and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. Our PlayPower team has the knowledge, expertise and experience to develop safe recreational play environments that build positive community fellowship and unity. Our team seeks to inspire communities, encourage imaginative and interactive play, promote inclusivity, and bridge generational gaps through the power of play.</p> <p>In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in all of PlayPower's outdoor brand catalogs signifies that PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's website to confirm product certification which can be found here: https://ipema.org/certified-product/.</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.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The Chicago Athenaeum: Museum of Architecture and Design awarded The Good Design Award to: <ul style="list-style-type: none"> - Quito by Playworld in 2023 - Tot Builders by Little Tikes Commercial in 2023 - Miracle Machines by Miracle Recreation in 2024
21	What percentage of your sales are to the governmental sector in the past three years?	Below are the sales averages for the government sector per brand for the past three years combined. <ul style="list-style-type: none"> - Little Tikes: 44% - Miracle: 47% - Playworld: 45% - Soft Play: 10% - USA Shade: 28% - Wabash Valley: 30% - EZ Dock: 10%
22	What percentage of your sales are to the education sector in the past three years?	Below are the sales averages for the education sector per brand for the past three years combined. <ul style="list-style-type: none"> - Little Tikes: 38% - Miracle: 40% - Playworld: 43% - Soft Play: 2% - USA Shade: 46% - Wabash Valley: 50% - EZ Dock: 1%
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?	PlayPower currently holds an active Sourcewell contract which has an average annual sales of approximately \$57Million per year. We currently hold an active CMAS contract which has an average annual sales of approximately \$4Million per year. We also have an active NASPO ValuePoint contract that encompasses NASPO state participating addendums with Arizona, Arkansas, Hawaii, Iowa, Kentucky, Missouri, Nebraska, New Mexico, Oklahoma, Oregon, South Carolina, South Dakota, Utah, and Washington, which has a total average annual sales of approximately \$2Million per year combined. We hold a CoStars contract which has an average annual sales of approximately \$50,000 per year and we also hold contracts with NJ Start which has an average annual sales of approximately \$200,000 per year. We also hold several local contracts with schools and/or municipalities which piggyback off our Sourcewell contract.
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?	Our USA Shade brand is the only PlayPower brand in our Sourcewell contract with an active GSA contract in which they have an average annual sales of approximately \$250,000 per year.

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 Knoxville Parks & Recreation	Joel Asher, Maintenance Superintendent	(865) 215-1703
Fairfax County Public Schools	Brandon A. Phillips, Office of Facilities Management	(703) 802-7500
Dearborn Public Schools	Mark Andrews, Director of Operations	(313) 590-9783

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.	PlayPower's vast team of over 1,800 professional sales representatives, distributors, and vendors are eager to provide excellent service to Sourcewell members. PlayPower's large, diverse portfolio and sales network provides a significant advantage for Sourcewell agencies by providing turnkey solutions to meet their recreational and playground needs within an all-in-one source.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	PlayPower's local representatives and distributors typically operate as exclusive independent, agencies. There are a few exceptions, where sales territories are managed through direct PlayPower employees.	*
28	Service force.	All representatives, distributors, vendors, and installers are professionally trained and certified to either sell and / or service our products. Included is a comprehensive global list of representatives for each brand.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Each of PlayPower's brands contains representatives/distributors that will vary by geographic location. Please refer to the most current distributor listing for each brand which has been provided with this RFP submittal. Once the Sourcewell agency has communicated the intent to make a purchase through our Sourcewell contract to our representative, our representative will confirm that the price quoted matches the purchase order and is discounted according to the terms of the contract. The price quoted will contain the appropriate pricing, Sourcewell contract discounts, freight terms, freight pricing, lead times, and any additional pertinent information that the customer may need or request. Once the final quote is signed and/or the agency purchase order is received, the PlayPower representative will submit an electronic equipment order directly to the corresponding PlayPower company so that the project can be scheduled for manufacturing and assigned a delivery date as requested by the agency. Prior to delivery of the equipment, a delivery driver or associate will reach out to the agency to discuss delivery times and details. Once the equipment is fully manufactured and shipped, an invoice will be generated and mailed to the agency. While this is the typical ordering process, the process can differ slightly based on differing agency requirements, proposal adjustments, etc. during the process.	*

30	<p>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>	<p>PlayPower Inc. takes great pride in delivering high quality equipment that meets / exceeds industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. While our independent representatives typically coordinate service, warranty, and repair needs, PlayPower Inc. is committed to providing excellent service throughout the purchasing journey. If Sourcewell agencies have questions, concerns, or need help with their orders, our brands have dedicated customer support teams that are always happy to help! Each of our many brands can be found on our PlayPower website located at https://playpower.com/.</p> <p>Playworld Systems, Inc. can be reached in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld's Technical support line (800) 233-8404 is available 24/7 but non-urgent calls will be handled during normal business hours 8:00am to 4:30pm EST Monday-Friday. Our Playworld customer service team can also be reached at info@playworld.com for requests. Online chat is also available 8:00am-4:30pm EST on our Playworld website at https://playworld.com.</p> <p>Miracle Recreation Equipment Company can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle's Technical support line (888) 458-2752 seven days a week, 24 hours a day. However, non-urgent calls will be handled during normal business hours 8:00am to 5:00pm CST Monday-Friday. Our Miracle customer service team can also be reached at https://www.miracle-recreation.com/contact/ for requests and we also have online chat available 8:00am-4:30pm EST on our Miracle's website at https://www.miracle-recreation.com/.</p> <p>Little Tikes Commercial can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Technical support line (800) 497-5246 during normal business hours between 8:00am to 5:00pm CST Monday-Friday. Urgent calls during after-hours or weekends can reach our 24-hour Customer Service Hotline by calling 866-LTC-4FUN (866-582-4386). Our Little Tikes customer service team can also be reached through our online contact form at https://response.littletikescommercial.com/contactus or by email at ltc_customer_care@playpower.com to reach our Little Tikes Technical Support team or info@ltcps.com for basic information. For more information, please visit the Little Tikes website at https://littletikescommercial.com.</p> <p>Wabash Valley can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Wabash Valley Technical support line (800) 253-8619 during the business hours of 8:00am to 5:00pm CST Monday-Friday. Our Wabash Valley customer service team can also be reached by email at WVMSales@WabashValley.com. For more information, please visit the Wabash Valley website at https://wabashvalley.com.</p> <p>EZ Dock can be reached in writing at 2580 Esters Blvd, Suite 100 DFW Airport, TX 75261 USA. Our EZ Dock Technical Support and Sales Administration Team can be reached at (800) 654-8168 during normal business hours 8:00am to 5:00pm CST Monday-Friday. Our EZ Dock customer support team can also be reached through our online contact form at https://www.ez-dock.com/contact-form/. For more information, please visit the EZ Dock website at https://www.ez-dock.com.</p> <p>USA Shade can be reached in writing at 2580 Esters Blvd, Suite 100 DFW Airport, TX 75261 USA. Our USA Shade Technical Support Team can be reached at (800) 966-5005 during normal business hours from 8:00am to 5:00pm CST Monday-Friday. Our USA Shade customer support team can also be reached through our online contact form at https://www.usa-shade.com/contact-us/. For more information, please visit our USA Shade website at https://www.usa-shade.com.</p> <p>No Fault can be reached in writing at 6750 Exchequer Dr. Baton Rouge, LA 70809 USA. Our No Fault Technical Support Team can be reached at (800) 232-7766 during normal business hours of 8:00am-5:00pm CST Monday-Friday. For standard information, our No Fault team can be reached at Toll-free: 866-NFSPORT or 866-637-7678. Your No Fault customer support team can also be reached through our online contact form at https://response.nofault.com/contactus. For more information, please visit our No Fault website at https://nofault.com.</p> <p>Soft Play / Playtime can be reached in writing at 13310 James E. Casey Ave. Englewood, CO 80112 USA. Our Soft Play Technical Support Team or Sales Administration team can be reached at (800) 782-7529 Ext. 3429 during normal business hours 8:00 to 5:00 MDT Monday-Friday. Our Soft Play customer support team can also be reached through our online contact form at https://www.softplay.com/contact-us/. For more information, please visit our Soft Play website at https://www.softplay.com.</p>
31	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p>	<p>We are happy to provide all of our products and services under PlayPower's portfolio to any and all of Sourcewell participating entities within the 50 US states!</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We look forward to providing all of our products and services under PlayPower's portfolio to any and all Sourcewell participating entities in the 10 provinces of Canada as well!	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	PlayPower covers ALL geographic areas 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.	PlayPower happily serves all entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract restrictions that would apply to members in Hawaii, Alaska and / or the US territories. We happily provide our products and services to our Hawaii and Alaska customers as well as all other US territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we are proud to partner with all Sourcewell participating nonprofit entities.	*

Table 4: Marketing Plan (75 Points)

Line Item	Question	Response *	

37	<p>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>	<p>Our marketing objective is to consistently increase our reach and closure of projects by continuing to pursue / provide high-quality leads while also providing effective sales tools to our sales representatives in presenting the outstanding solutions that our contract provides for participating agencies. Our PlayPower Contracts Manager is dedicated to overseeing and managing our Sourcewell contract, as well as continually distributing leads to the appropriate PlayPower representatives. Our Contracts Manager assists our PlayPower marketing team and reviews Sourcewell marketing materials as they are being developed. From there, our PlayPower Contracts Manager and marketing team will work hand in hand with our teams throughout the US and Canada to promote our contract nationally, including a multi-program approach that overlays our current marketing strategy and future plans.</p> <p>Details of those programs are as follows:</p> <p>CATALOGS / BROCHURES:</p> <ul style="list-style-type: none"> - Sourcewell Brochures <ul style="list-style-type: none"> - We have already created brand-specific brochures (Little Tikes Commercial, Miracle, and Playworld) detailing the benefits of our Sourcewell contract which are utilized during sales presentations, trade shows, and other important events. - These brochures are available in print and digital format, for use in multiple ways and are distributed to each of our representatives. - Full Catalogs <ul style="list-style-type: none"> - Our brand-specific, full-line product catalogs are produced and distributed annually and are available each year in January. - Information regarding the Sourcewell contract is included within each new catalog that we develop annually. <p>WEBSITES:</p> <ul style="list-style-type: none"> - We have a page specifically dedicated to actively feature and promote the benefits of Sourcewell membership on each of our brand websites shown below: <ul style="list-style-type: none"> - Miracle: https://www.miracle-recreation.com/planning/our-partners/sourcewell/ - Little Tikes Commercial: https://littletikescommercial.com/sourcewell/ - Playworld: https://playworld.com/sourcewell/ - No Fault: https://nofault.com/resources/ - EZ Dock: https://www.ez-dock.com/resources/njpa/ - USA Shade: https://www.usa-shade.com/about-us/contracts-affiliations/ <p>EMAIL / PR:</p> <ul style="list-style-type: none"> - Sourcewell will be featured in email campaigns to those individuals that have opted for PlayPower brand-specific e-communication. <p>SOCIAL MEDIA:</p> <p>Content will be posted on brand-specific pages on various social platforms, including Meta (Facebook), X (formerly known as Twitter), and LinkedIn.</p> <p>TRADE SHOWS:</p> <ul style="list-style-type: none"> - As part of our in-depth trade show plan, we include representation of this program at each trade show, including product brochures. - Little Tikes Commercial, Miracle Recreation, and Playworld, all have large booths and representation at the annual NRPA & ASLA annual tradeshows/conferences, along with several other national trade shows, and hundreds of state and local trade shows. <p>SALES TOOLS / TRAINING:</p> <ul style="list-style-type: none"> - Brand-specific PowerPoint & Digideck sales presentations were created to discuss selling features and benefits of the program to our rep agency partners. In addition, each of PlayPower's brands has training modules for all employees and representatives. - Regular brand-specific email newsletter to rep agencies (from Sales VP), promoting programs and providing tools for programs. - Rep Agency sales communication portal provides training/sales tools/resources for our sales reps to help promote programs and services. <p>*Examples of our marketing materials as they relate to Sourcewell are included with this RFP submittal*</p>
38	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>PlayPower's dedicated marketing team is constantly seeking new and innovative promotion techniques through the use of technology. Our current marketing strategy includes programs that promote our products and services through multiple digital media channels including:</p> <ul style="list-style-type: none"> - Brand specific websites, on partner and funding pages - Email marketing campaigns - Social media, including Facebook/Meta, X (formerly known as Twitter), and LinkedIn. However, we also maintain promotional videos for each of our brands on YouTube as well. - Geotargeting campaigns promoting our Sourcewell contract

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>Our goal is for Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its participating agencies. On occasion, we would appreciate the support of a Sourcewell Representative to potentially assist with customer calls and / or visits when needed. We would also appreciate Sourcewell attendance at our annual sales meetings for our outdoor equipment brands when available. In acknowledgement of this, PlayPower Inc. understands the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our website and direct-to-customer marketing through our vast network of representatives.</p> <p>PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all our representatives, partners, distributors / vendors, catalogs, and digital marketing. Our commitment to Sourcewell and its members will always remain transparent and constant: we are 100% committed to Sourcewell from our executive level through our rep network.</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>Project requirements vary from location to location and while most projects are designed most often using standard products, design layouts tend to be very customized. For this reason, e-procurement ordering would be very difficult, so therefore we do not offer e-procurement.</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>PlayPower is committed to providing safe, durable, reliable, and innovative recreational equipment to all communities. Training for our Sourcewell agencies is not required or necessary, however we do offer maintenance and installation training upon request. All our representatives and installers are mandated to complete extensive product training and are certified to assist their customers in training when needed. Sourcewell participating agencies are invited to visit our factories, for touring and training as requested.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>ENGINEERING & DESIGN: Regardless of the Sourcewell participating agency's level of recreation or playground equipment expertise, PlayPower promises to provide as much help as they may need. Sourcewell agencies can virtually design their own playground on our websites for example, or they can work together with our network of professional design consultants that will assist them every step of the way. Our advanced computer-assisted design (CAD) capabilities provide our customers with the most versatile, detailed commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Accurate, up-to-date, direct electronic access to product information is available to all PlayPower personnel. PlayPower sales representatives also have access to our product information, and they are able to conduct on-the-spot designs through our proprietary PlayCreator software for customers. Our consultants have the ability to produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design to meet Sourcewell participating agency needs. Our consultants can also send information directly to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes. Once developed and finalized, designs (once approved) can then be transmitted to our internal system and scheduled for production.</p> <p>MATERIALS & INNOVATION: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. While we still use our Versalok® II clamping system, GatorGrip® for handrails, Flo-Coat® steel tubing, Mira-Cote® powder coating, Mira-Therm® for play structure steps, ramps, decks and bridges, Naturtek to replicate the actual look and feel of real rocks, trees and stumps, and Gelefish play component configurations, we've also been very busy developing brand new innovative play equipment! We are honored and excited to list a few of our state-of-the-art innovations below:</p> <p>PlayCubes® Sensory Additions have been a fantastic addition to our playground equipment offerings. PlayCubes® Sensory Additions make tactile, visual, and auditory engagement easy for all kids to experience! From spiraling spinners to a textured floor insert, these components inspire greater interaction not only on the playground, but within the community.</p> <p>Our Mighty Descent™ slide is another new addition to our products. We believe that everyone deserves to experience the distinct rush of sliding! Designed with an extra-wide bedway, Mighty Descent encourages visitors of every age and ability level to share in cross-generational fun as they race down its signature slope together.</p>

Our new PlayHills™ products provide our customers with a modern take on traditional hill play. PlayHills redefine new and existing play spaces through an abundance of climbing, sensory, and social activities that all community members can experience together.

We have a variety of new rope climbers to include Tianzi™, Naica™, and Quito™. Our new Tianzi products are designed for a wide variety of potential layouts. Tianzi features rope climbing nets with patterns that challenge kids' abilities. Additional features such as a rubber balance beam and bell culminate the experience, promising fun-filled adventure for any community. Our new Naica products are inspired by Mexico's Cave of the Crystals, Naica (pronounced Nī-Ka) combines triangular climbing nets with traditional components, such as the Mighty Descent, to encourage skill development through daring exploration. When connected to other rope products like Playworld's new Quito, it can form countless RopeScapes™ full of the subterranean adventure of its namesake. Thanks to its distinct design, Naica is sure to become the crowning jewel of any playground. Our new Quito (pronounced KEE-toe) is a freestanding net climber that takes kids on a journey to the center of the web. Its daring, distinctive design offers a commanding, compelling playground presence.

We also now offer PlaySoleil™ products to optimize community safety and minimize light pollution with PlaySoleil solar lighting, the low cost, eco-friendly answer to after-hours playground security.

Our PlayTown™ products were created with input from child development and inclusive play consultants to ensure that everyone is welcome. Each item is full of whimsical details to encourage solitary, social, and imaginative play. Clear lines of sight make supervision easy.

Our Sky Towers® now provides our communities with imaginative, innovative, and unforgettable Sky Towers to evoke the exciting sensation of climbing through the sky and being one with nature.

Our new Hex Quest™ collection consists of hexagonal climbers in a variety of configurations for kids to explore. Each hex is constructed of durable rotomolded plastic and features openings to provide kids with all kinds of play paths. As they choose how to move through geometric terrain, kids will build their decision-making skills and confidence along with their physical abilities. Caregivers can also keep watch easily thanks to clear sightlines. Available in numerous layouts with varying levels of difficulty, Hex Quest encourages your whole community to connect and have fun together.

We also collaborated with The Rube Goldberg® Institute for Innovation & Creativity to develop Rube Goldberg® Miracle Machines™. These products feature levers, pulleys, slides, and switches for kids to manipulate, while also adding a touch of whimsy to any playground. These elaborate play panels are designed to thrill and engage the senses for everyone ages 2 and up, helping to develop cognitive and fine motor skills as well as provide insights into cause- and-effect relationships.

With our new Phyzics® Moon collection, children can feel as though they are able to soar past the stratosphere. These products feature a mix of climbing challenges, proprioceptive thrills, and social spots. This modern lineup encourages kids ages 5 – 12 years old to build their all-around skills, meet new friends, and create lifelong memories.

Our new Interactive Play panels engage children of all ages and abilities. These additions are a simple yet effective way to introduce accessible, sensory activity to community play spaces. These new panels allow children to flick colorful switches and listen to the ring of chimes.

We have developed two new, inclusive seesaws. Our Inclusive Seesaw features four seats strategically designed to allow those with mobility devices to easily transition on and off of the equipment. Handlebars are located in front of each seat for support, and an optional five-point harness is available. Additional users can also join the center. We also have our new Dennis Inclusive Seesaw, which is a fun new addition that is perfect for playground visitors of all ages and abilities. Each seat on the Dennis Inclusive Seesaw is located at transfer-level height for easy accessibility and is designed with an optional five-point harness that secures users. They were also designed with handles on the back to allow caregivers to join in the play, with an optional third user sitting in the center, using the arched rail as support.

Our Hyperbolix™ products present playground visitors with a web of challenges that test a child's proprioception and vestibular system. Rope netting and handlebars alternate on each side of the metal, octagonal frames for varied climbing. Its center can be left open for kids to go through, or it can be covered.

We also know that care providers need innovative products. So, we developed a new bench line for those moments when our playground visitors need to sit down and relax. Our Miracle + Best Buddies Buddy Bench line can provide a beautiful bench for our customers, while also supporting Best Buddies volunteers and programs serving individuals with Intellectual and Developmental Disabilities (IDDs) and their families.

		<p>Our new Quiet Grove products were intentionally designed to create a cozy retreat for playground visitors by combining the calming essences of nature with sensory activities to help children ease the stress overstimulation can cause without having to leave the playground.</p> <p>Trusted by generations of parents, teachers, librarians, and children, The Very Hungry Caterpillar and Carle's other timeless storybooks come alive through our colorfully creative products, designed to engage minds as well as bodies, our whimsical character climbers inspire all members of a community to imagine, grow, and play together. Now, kids and community members can join the Caterpillar and Butterfly on a journey full of imagination, growth, and play through our whimsical character climbers. Our new Hungry Caterpillar products are constructed of glass fiber reinforced polymer. These 30" climbers are low maintenance, UV-stable, and lightweight yet durable—making them an easy way to add a touch of creativity to any play space.</p> <p>Inspired by the elements that sustain all life on earth, we developed four independent play events that work hand in hand. The first is our Twist product, which features a series of suspended steel rings. Twist helps kids grow their strength, balance, and coordination as they climb throughout their whimsical design. A Talk Tube and flex tread panel at the ground level also inspires social and sensory play for visitors. The second is our Rock product. The four sections of our Rock steel climber are designed at increasing heights and challenge levels. Flex tread cutouts and suspended panels allow kids to build their balance and coordination as they navigate across this unique terrain. The third is our Surf product. Surf features a combination of rope and flex tread panels; this play event creates a wave-like motion for kids of all ability levels to enjoy. Kids can shift their weight as they explore throughout the center or create movement by sitting and holding on to the handholds located on either end. And last but certainly not least is our new Burst product. Burst is intentionally designed to emulate a volcano! Sounds erupt from the sensory drum at the top of this creative climber. Kids reach its peak by scaling any of the three climbing paths surrounding the center, or hang out in the interior cozy space with friends.</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>While PlayPower seeks to bring communities together, inspire creativity, encourage healthy physical activity, and promote intellectual development through play across all ages, we also recognize that improving the health and wellbeing of a community begins by doing our part to sustain our planet by implementing environmentally friendly initiatives. That's precisely why we devote so much of our time and attention to our playgrounds and site furnishings. Simple design changes can make significant improvements in how children play, learn, and interact with nature. While PlayPower's overall goals are to create playground and recreational equipment that are fantastic for your budget while improving your overall community, we also strive to ensure that our equipment is friendly to Mother Nature as well. In order to ensure that our PlayPower teams are doing our part to preserve our planet, we recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Our PlayPower teams also take great pride in converting piles of used, disposed crumpled steel, along with truckloads of aluminum cans, and transforming this debris into stunning, innovative, state-of-the-art playground equipment. Our No Fault surfacing team has also prevented millions of tires from littering our US landfills by recycling them into colorful safety surfacing for playgrounds, beautiful walkways, and picturesque recreational areas with custom designed organizational logos. When our teams put recycling to work, we transform communities. We produce our equipment using as much recycled and recyclable material as possible, while still maintaining safety, durability and structural integrity. While PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, they are also made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's equipment is produced from at least 50% recyclable materials. Most importantly, our playgrounds are built with safety and longevity in mind. Our playgrounds are built to last for decades which drastically reduces carbon footprint.</p> <ul style="list-style-type: none"> - PlayPower meets ISO 9001, ISO 14001 and OHSAS 45001 Standards - Other environmental initiatives: <ul style="list-style-type: none"> - All packing and shipping materials are 100% recyclable. - Recycling 95%+ of our waste. - Many of our raw materials contain 25% to 100% recycled content. - Reduced energy usage through conservation and lean manufacturing implementation. - Audits material content and operations for safety and environmental concerns <p>*Please also see PlayPower sustainability brochure included with this RFP*</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.	PlayPower facilities meet ISO 9001, ISO 14001 Standards. Playworld was the first company in the industry to receive Cradle-To-Cradle certification. In 2012, Playworld's headquarters and manufacturing facilities in Pennsylvania were LEED certified by the U.S. Green Building Council.

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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?

CUSTOMER CONVENIENCE:

PlayPower is the World's Largest, Fully Integrated Manufacturer. We have a large, 1,800+ group of professional sales representatives / distributors / vendors that are ready and able to serve Sourcewell's participating agencies. We have the most diversified line of products and services in the industry. No other businesses within the industry can compare to our user-friendly, effortless one-stop shop in recreational turnkey opportunities! Our multifaceted approach provides a significant advantage for Sourcewell agencies by making recreation and playground equipment purchases an effortless and stress-free process.

INCLUSIVITY & CUSTOMIZATION:

We actively use PlayCreator, a PlayPower exclusive proprietary software with safety & ADA accessibility in mind. Our proprietary playground design, rules-based PlayCreator software system only allows ADA compliant design. Our teams believe that fun does not discriminate, so play must not discriminate as well. Our commitment to all of our customers is to provide accessible playground equipment in order to promote a positive play experience for communities of ALL ages and ALL physical / social / emotional abilities. We fundamentally value and pursue inclusiveness by removing barriers that hinder childhood creativity and human development. With these values in mind, our engineering teams are constantly developing innovative equipment designs that are accessible, inviting, and immersive. Our PlayPower teams are excited to work with all Sourcewell participating agencies to ensure we design the recreational equipment that meets the needs of the communities they represent.

Providing accessibility to the play space involves more than basic compliance with minimum accessibility requirements, standards, and laws. It means providing a safe and inviting space where community members of all abilities can unite and experience play together.

PlayPower's playground equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas, while also giving our clients customizable creativity over their own projects.

QUALITY PRODUCTS:

PlayPower's commercial playground equipment, play structures, site amenities, shade products and dock systems etc. are manufactured utilizing proven processes that have been refined and enhanced over our combined 300+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to:

- Powder-coating paint system
- Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs
- Rotational molding machines, including the largest in our industry-- which provide the capacity for more innovative and fun products
- Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycling process with minimal waste.
- Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs
- MIG/TIG weld stations
- Robotic welding
- Waterjet cutting
- Fiberglass fabrication
- Custom manufacturing – one of only a few playground manufacturers in the world to offer this
- In-house CAD design team to help create your dream playground
- All PlayPower representatives and installers are factory trained and certified
- PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell agencies
- PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc.
- We have recently installed a Quality Vision System in our manufacturing that tracks parts through the plant and assists in problem solving to prevent incorrect or missing parts.

PRODUCT SAFETY:

Nothing is more important to our PlayPower teams than providing a safe, positive, welcoming environment for children to play. PlayPower has developed and maintained one of the most strenuous product testing programs in the industry. Our commitment to providing such an environment begins with meeting and / or exceeding safety performance specifications established by professional organizations and recognized regulatory bodies such as ASTM International, CPSC, CSA and EN. Our PlayPower brands not only comply with these standards and guidelines, but we also actively participate with ASTM and CPSC in their development. Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. Our teams have the knowledge and experience to ensure that maximum play value for children of all ages and abilities.

Our staff maintains a very active role in the development and continuation of safety and performance guidelines and standards both within the U.S., and internationally. In fact, product safety is our core foundation before the concept phase of the development process even begins. Our team ensures that safety is our number one priority through monitoring both

injury trends and market changes to proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We then rigorously test the safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed, and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirements of various standards, and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. Because customer safety and equipment reliability is our highest priority, our moving components and stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually.

We are also active members of IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program. 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. The use of the corresponding logo in our catalogs signifies that we have received written validation / certification from the independent laboratory that our product(s) conform to the requirements of the indicated standard. We encourage our Sourcewell members to check the IPEMA website to confirm product certification as needed, which can be found by going to <https://ipema.org>. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed at <https://ipema.org/>.

CONTINUING EDUCATION:

PlayPower offers professional development continuing education courses for those who share our goal of creating and inspiring innovative play solutions for communities worldwide. PlayPower is partnered with Mara Kaplan with the consulting firm Let Kids Play to provide valuable and convenient education opportunities. Mara is an educator and a nationally recognized expert with 25+ years of experience in the field of inclusivity and ADA play space design for children who may have disabilities. With the assistance of Mara, PlayPower is proud to provide educational opportunities to assist communities with future projects and design strategies that ensure that all children have the best play opportunities possible. We currently offer live webinars each quarter, however, we also record our live webinars to provide on-demand courses through our learning management system. Educational professionals, architects, landscape architects, construction professionals, non-profit organization professionals, park and recreational department professionals, or even parents can take courses from any of our 30+ on-demand course offerings. If any of our Sourcewell customers have a desire to learn more about innovative play solutions for their projects, they can count on PlayPower to assist with their continuing education or professional development accreditation. PlayPower is an approved CE provider through the American Society of Landscape Architects (ASLA).

FINANCING:

Financing – While financing playgrounds is not typical, PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets

ECONOMIC IMPACT:

Soft Goods Assembly and Rotational Molding is completed in America which has ultimately created more employment opportunities within the American economy. Not all manufacturers complete this level of in-house rotational molding or manufacturing.

COMMITMENT & REPUTATION

PlayPower has well over 300 combined years of business experience and is 100% committed to Sourcewell and its agencies. We have many years of experience and proven success through our previous contracts with Sourcewell and we have an established rapport with many Sourcewell agencies already. Moreover, we assist in promoting the benefits of Sourcewell contracts and strive daily to demonstrate that the partnership between PlayPower, Sourcewell, and our valuable Sourcewell agencies grows stronger year after year.

46	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor,	As previous stated, PlayPower Inc. takes great pride in delivering high quality equipment that meets / exceeds industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. While our independent reps typically coordinate service, warranty, and repair needs, PlayPower Inc. is committed to providing
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technician travel, and geographic locations covered.	<p>excellent service throughout the process, so if any of our Sourcewell members have any questions or concerns about their respective warranties, each of our brands have dedicated customer support teams that are always happy to help! Below you will find warranty information for each PlayPower brand.</p> <p>If any Playworld products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so, and a Return Authorization number is issued to you from your Customer Service Representative. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or nonconforming parts or to install repaired or replacement parts. By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail for their essential purpose. Any return requests for items that are not in new condition, or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller and are not transferable. Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Playworld equipment. Customers agree to abide by these policies upon proceeding with their purchase, therefore it is crucial for customers to review their order details carefully before finalizing their purchase. A link to view Playworld's detailed warranty can be found here: https://playworld.com/wp-content/uploads/2024/01/Warranty.pdf.</p> <p>If any Miracle products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyers shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense, and a Return Authorization number is issued to you from your Customer Service Representative. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Any return requests for items that are not in new condition or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Miracle's invoice. Repaired and/ or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller and are not transferable. Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Miracle equipment. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Link to view Miracle's detailed warranty can be found here: https://www.miracle-recreation.com/content/uploads/2024/01/MREC_2024-Warranties.pdf.</p> <p>If any products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Little Tikes Commercial in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Commercial may elect to inspect the alleged defect at Buyer's site or at Little Tikes Commercial's facility. Buyers shall not return products to Little Tikes Commercial unless authorized by Little Tikes Commercial to do so. Authorized returns must be properly packaged and shipped, prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Little Tikes Commercial may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) free of charge to the site. Little Tikes Commercial's limited warranties do not cover the cost of labor to remove defective or nonconforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyers accept the</p>
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terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Any return requests for items that are not in new condition or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Little Tikes Commercial's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Little Tikes Commercial or a Little Tikes Commercial authorized reseller and are not transferable. Warranties apply only to Little Tikes Commercial products that are erected and installed in conformance with Little Tikes Commercial's installation instructions, and that are maintained and inspected in conformance with Little Tikes Commercial maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Tikes equipment. Customers agree to abide by these policies upon proceeding with their purchase, therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Link to view Little Tikes detailed warranty can be found here: https://littletikescommercial.com/wp-content/uploads/2023/01/LTC_Warranty_2024.pdf.

If a No Fault Agreement is terminated or cancelled by the purchaser / customer for convenience, then purchaser / customer must immediately notify No Fault of cancellation in writing at 6750 Exchequer Dr. Baton Rouge, LA 70809, or via email to the Director of Operations (David.Esslinger@nofault.com, Kevin.Hunter@nofault.com, and/or Rafael.Alzaga@nofault.com). All cancellations are subject to, 1) A Cancellation Fee; 2) A Restocking Fee; and 3) Reimbursement to No Fault for all costs incurred up to the date of cancellation / termination. Furthermore, all cancellations within two (2) weeks of the scheduled installation date will result in forfeiture of the total deposit amount, in addition to the Cancellation Fee, Restocking Fee, and applicable cost reimbursement. It is essential for customers to understand and acknowledge these terms and conditions prior to placing a No Fault order. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. No Fault takes great pride in ensuring our products meet or exceed industry standards therefore, if you encounter any issues that the warranty covers, please take a look at our warranty policy for how to further proceed: (<https://nofault.com/about/manufacturing-and-warranty/>).

At USA Shade, we strive to provide high quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy: 1) No Cancellations or Changes: Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is crucial for customers to review their order details carefully before finalizing their purchase. 2) No Returns: Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering. 3) Product Quality Assurance: We take great pride in delivering high quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the products, please email your local USA Shade representative right away. 4) Warranty Coverage: Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues that the warranty covers, please take a look at our warranty policy for more instructions on how to proceed (<https://www.usashade.com/resources/warranty/>). 5) Customer support: We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns, or if you need help with your order, your dedicated customer support team is here to help! Don't hesitate to contact us via our website's contact form (<https://www.usashade.com/contact-us/>), and we will gladly assist you! It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for our USA Shade products. Customers agree to abide by this return policy upon proceeding with their purchase.

Wabash Valley is committed to providing excellent service throughout your purchasing journey so if you have any questions or concerns, or if you need help with your order, your dedicated customer support team is always happy to help! Cancellations are only accepted with approval of Wabash Valley Manufacturing. No merchandise is to be returned without first obtaining written authorization from Wabash Valley Manufacturing, Inc. Please contact us for additional assistance at email (WVMSales@WabashValley.com), advise our customer service team of the invoice number, invoice date, and reason for the return. Any authorized merchandise must be carefully packed and in resalable condition to be accepted for return. A 25% re-stocking charge applies on all authorized returns when the error is not the fault of Wabash Valley. All returned merchandise must be shipped insured and with freight prepaid, within 90 calendar days following delivery to the purchaser / customer. Our Wabash Valley products are backed by a warranty against manufacturing defects or material faults. If you encounter any issues that the warranty covers, please review our warranty policy for more instructions on how to proceed: <https://wabashvalley.com/pages/warranty>.

EZ Dock cancellations are only accepted with the approval of our EZ Dock customer service team. The customer / purchaser must notify EZ Dock of their cancellation request, in writing, no less than 2 weeks before the scheduled shipping date. Once EZ Dock is notified in writing, either through EZ Dock customer service or the customer's local rep, the final determination will then be made if the order can be canceled. All orders that fall within two weeks of the scheduled ship date are considered final sales and are unable to be cancelled. When an order for "special order" parts and/or an order for customized equipment is processed, it is considered a final sale at the time of processing, and the order is unable to be cancelled at any time. Returns are only accepted with the approval of EZ Dock, Inc. The customer / purchaser must notify EZ Dock of their return request. Once EZ Dock is notified in writing, either through EZ Dock customer service or the customer's local rep, the final determination will then be made if the product is able to be returned. When an order for "special order" parts and/or an order for customized equipment is processed, it is considered a final sale at the time of processing, and the order is unable to be returned at any time. If the return is approved by EZ Dock, a 20% re-stocking charge will be applied on all returned merchandise. All returned merchandise must be shipped insured and with freight prepaid, within 90 calendar days following delivery to the purchaser / customer. Our EZ Dock products are backed by a warranty. If you encounter any issues that the warranty covers, please review our warranty policy for more instructions on how to proceed: <https://www.ez-dock.com/content/uploads/2024/05/EZ-Dock-Limited-Warranties-2024.pdf>.

If any Soft Play products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Soft Play in writing at 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 USA. Buyer agrees to promptly notify Seller of any defects immediately upon detection. Upon verification of warranty coverage, Soft Play may elect, in its sole discretion, to repair defective or non-conforming products, or replace them. During the stated warranty period the Seller shall service any play elements which were defective without charge to Buyer. Seller shall retain the right to close the operations of the Play Unit during any time that repairs are being made. Seller shall not be required to make any repairs or replace any parts if damage to the Play Unit is caused by vandalism, abuse, or by extraordinary wear and tear. Parts required which are not defective shall be replaced at additional cost to Buyer. Buyers shall not return any products to Soft Play unless authorized by Soft Play to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at the guidance from your Soft Play Customer Service Representative. By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Repaired and/ or replacement part(s) are warranted only for the remaining balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Soft Play or a Soft Play authorized reseller and are not transferable. Warranties apply only to Soft Play products that are erected and installed in conformance with Soft Play's installation instructions, and that are maintained and inspected in conformance with Soft Play maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Soft Play equipment. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Soft Play's full warranty will be included in this RFP. We also encourage our customers to visit our website if they have any additional questions or want any additional information <https://www.softplay.com/>.

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>It is important to note that when our PlayPower teams design and develop customized playground equipment, we intentionally use PlayCreator software. PlayCreator is a proprietary software that automatically factors Safety & ADA Accessibility into the equipment model as the design is being built. Our design software automatically functions as a rules-based software system that commands or prompts our designers to build only ADA compliant designs and provides instant feedback when ADA compliance is achieved.</p> <p>Our outdoor playground brands each go above and beyond ADA standards and create truly inclusive play spaces.</p> <p>Little Tikes Commercial partners with Unlimited Play, a non-profit organization that uses universally accessible playgrounds to build environments where individuals on all levels can connect for a common cause. For more information about this inclusive program, we encourage our customers to visit: https://littletikescommercial.com/unlimited-play/</p> <p>Miracle Recreation has teamed up with Best Buddies International, a 501(c)(3) non-profit organization dedicated to supporting individuals with intellectual and developmental disabilities (IDD). For more information about this program, we encourage you visit https://www.miracle-recreation.com/best-buddies</p> <p>Playworld has created the 8 Keys to Inclusion, and an in-depth inclusive play design guide resource for Landscape Architects, Designers and communities. For more information about this program, please feel free to visit https://playworld.com/inclusive-play/</p> <p>Creating truly inclusive play spaces requires the right type of surfacing! No Fault surfacing has a variety of inclusive unitary surfacing options, including Poured in Place (PIP). For more information, please visit our website at https://nofault.com/about/inclusion/</p> <p>PlayPower is also partnering with Mara Kaplan with the consulting firm Let Kids Play to provide valuable and convenient education opportunities. Mara is an educator and a nationally recognized expert with 25+ years of experience in the field of inclusivity and ADA play space design for children who may have disabilities. With the assistance of Mara, PlayPower is proud to provide educational opportunities to assist communities with future projects and design strategies that ensure that all children have the best play opportunities possible. We currently offer live webinars each quarter however, we also record our live webinars in order to provide on-demand courses through our learning management system. Our local representatives are able to take part in these courses to ensure that their design strategies are innovative and inclusive. Detailed information can be found here: https://playpower.com/continuingeducation/</p>
48	<p>Identify any industry certification(s) that your business or the products included in your proposal have attained or received.</p>	<p>PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA, and EN standards.</p>
49	<p>Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.</p>	<p>At Little Tikes Commercial, we understand that the materials used in playgrounds are just as important as the design and functionality. That's why we use only the highest-quality materials, engineered for durability, safety, and fun. A three-step finishing process for posts fortifies high-tensile, cold-formed steel, resulting in exceptional durability, color fastness, and corrosion resistance. The steel we use is incredibly strong yet lightweight, making it ideal for creating the intricate shapes and structures of our play equipment. Even steel needs a little support sometimes though, so we use Zincrich internal coating on tubes including weldments. We also use Flo-Coat pure zinc galvanizing on the surface of the tubes. The process involves a continuous galvanizing technique where steel tubing passes through a molten bath of pure zinc, resulting in a uniform coating on the surface. Pure zinc offers excellent corrosion resistance, which is critical for extending the life span of steel products exposed to moisture and corrosive elements. We finish with polyester dry powder coating for vibrant color. We then coat every deck with vinyl to minimize heat transfer and promote resilience against aging and corrosion. This process makes the surface more comfortable for children. Compound resin gives our rotomolded products exceptional impact, durability, strength, and UV resistance. The color goes beyond the surface. Since it's integrated into the material, it's resistant to fading and chipping, even with prolonged exposure to the elements. Our Kid Builders structures support kids while they climb by utilizing a nonslip clamp design that's twice as strong as aluminum alloy clamps and includes tamper-resistant hardware. Our Play Builders structures feature the Direct Connect system that provides a unique dual-tempered fastener, adding strength and durability to the self-drilling tip and threads. For more information, please visit: Little Tikes Commercial: https://littletikescommercial.com/about/materials-manufacturing-process/</p> <p>At Miracle Recreation, our products are manufactured in our state-of-the-art production facility in Monett, Missouri, from materials as safe, high-quality and durable as they are fun by an expert staff of designers, innovators, engineers and fabricators. Our play equipment and structures are sturdy enough to withstand hundreds of kids playing every day, in all types of weather, so children and families can continue to enjoy them for years to come. Each piece of Miracle Recreation equipment is carefully designed for safety and undergoes rigorous testing to ensure that it meets the highest standards. We're committed to providing equipment that meets and/or exceeds the performance safety specifications established by</p>

organizations such as ASTM, CPSC, CSA, CPSIA, IPEMA and EN. Miracle developed this innovative clamp design, Versalok, which makes installation more efficient by eliminating the need to stack multiple clamps. The clamps are made from a recycled aluminum alloy for added strength and durability and feature stainless-steel fasteners that resist tampering. The Gator Grip handrails and rungs of our play components feature this unique 3D textured pattern that is available only from Miracle. This textured surface was specially designed to provide a safe and comfortable grip for kids' hands and makes it easy for them to make their next moves on our equipment. We utilize a five-stage painting process starting with our stainless-steel pre-treatment system with super-durable polyester paint that delivers maximum corrosion protection in your choice of color combinations for your play environment. The Monett facility contains more than 50,000 square feet dedicated to state-of-the-art fabrication equipment and welding technologies. From tube laser cutting to our 6000W fiber-sheet laser cutter, we provide the highest level of precision cutting coupled with advanced software to minimize waste. Our welders are certified through the Canadian Weld Bureau (CWB) and we have our own CWI-certified inspector on staff, so you're assured that you receive the most durable, well-built products on the market. Our textured PVC coating produces a durable, slip-resistant surface that is ideal for high-traffic areas and provides insulation against extreme temperatures. It's available in your choice of six standard colors: red, blue, brown, tan, green or gray. Our rotational-molding facility is the most advanced in the industry. This facility houses nine rotational-molding machines with an in-house twin-screw extrusion for compounding resin that provides superior strength and durability with advanced color fastness and UV resistance — all fully supported by our highly trained rotational-molding technicians and backed with the most advanced testing equipment available. For more information please visit Miracle Recreation: <https://www.miracle-recreation.com/about-us/our-innovative-difference/>

Playworld exists to unite communities through innovative and authentic play, creating equal play opportunities for all. Craftsmanship is our hallmark. We hold true to our high-quality manufacturing heritage, building every playground with passion and pride to enrich the lives of all through unstructured, outdoor play. Our products are made in the U.S.A., in our central Pennsylvania manufacturing facility, from domestic and foreign content. Only a few pieces of miscellaneous hardware, ropes, and mechanisms are made in modern factories in Germany and China and purchased through U.S. companies. This means that we have the utmost control over processes, materials, and testing, so we can guarantee quality through and through. Our super durable polyester powder coating is one of the longest lasting paint finishes in the industry, with the ability to resist abrasion, corrosion, and mechanical damage. We also increased UV resistance against color fading and color change to ensure that colors stay bright for years to come. Our HDPE Plastic is color-matched to our rotomolded plastics and powder coating for aesthetic appeal, and graffiti-resistant for easy cleaning. Our superior rotomolded plastic contains a high bond strength with improved surface contact. It holds superior color fastness while also maintaining UV resistance. It is made from 100% virgin thermally compounded resin with greater impact resistance over dry-blended plastic resin. Our Playworld easy-to-Install clamps, made of die cast aluminum, are built for precision fit and 360° compression. Our decks, platforms, and stairs contain Strong and Durable (LC) construction that is reinforced with extra support beams, then covered by a clean, safe, and colorful PVC coating. Our products are highly rust and fade resistant. We've baked our materials in dry Arizona sun and wet Florida heat to ensure superior resistance to rust and fading. Our materials and finishing are tested in 4,000 hours of salt spray. We take our products through a complete system that helps to prevent the formation of rust while also making it resistant to corrosion. This system prevents gloss and color fading while looking great for years to come. When we incorporate new materials into our products, we test them to the breaking point—even if that's hammer blows at -20°F. It's our responsibility to expect the unexpected extremes, so we test with blowtorches, wheelbarrow strikes, and more. We even test our electronics under water to ensure that our equipment is highly durable. For more information, please see Playworld: <https://playworld.com/craftsmanship/>

No Fault manufactures the highest quality safety surfacing in the industry while also preventing millions of tires from littering landfills in the United States! Our surfaces are constructed using premium materials and processes to withstand generations of activity in your community. No Fault surfaces are built to last with minimal routine maintenance. Our Poured-In-Place Surfacing (PIP) is a rubber surfacing comprised of two layers that is poured in place on-site to create a unitary surface for endless applications. The base cushioning layer consists of shredded recycled rubber tires. The top layer consists of Ethylene Propylene Diene Monomer (EPDM) which is made mostly from recycled materials, or Thermoplastic Vulcanizates (TPV) rubber granule and a binder to hold the granules together. Our Loose Rubber Mulch is made from 100% recycled rubber nuggets. The rubber comes from recycled tires. It is organically colored with UV protectors and is non-toxic. Bonded Rubber Mulch from No Fault consists of a single pour of shredded rubber mulch made from recycled rubber. It is blended with traditional polyurethane adhesive binder and poured in place to create a unitary surface. The Synthetic Turf from No Fault features proprietary sports performance fibers that are made from polyethylene slit tape. For more information, please visit No Fault: <https://nofault.com/about/manufacturing-and-warranty/>.

50	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. 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.
51	Describe how your offering addresses the customer's desire to customize the offering.	All PlayPower brands can provide customization. Our playground engineers are able to design and customize to just about any imagination to include themed playgrounds.

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 checked="" type="radio"/> Yes <input type="radio"/> No	Details are below. * * *
53		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Representative Business Name: Hasley Recreation, Inc. Territories Serviced: Georgia and Alabama PlayPower Brand Representative: Miracle Recreation Equipment Company *
54		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Representative Business Name: Webuildfun, Inc Territories Serviced: Texas, New Mexico, Michigan, Florida PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Site Specifics LLC Territories Serviced: Massachusetts PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Miracle of KY & TN Territories Serviced: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Hasley Recreation, Inc. Territories Serviced: Georgia, Alabama PlayPower Brand Representative: Miracle Recreation Equipment Company *
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A *
56		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Representative Business Name: Playworx Territories Serviced: South Carolina, Georgia, Florida PlayPower Brand Representative: Little Tikes Commercial *
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A *

58		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Representative Business Name: All Inclusive Rec LLC Territories Serviced: Missouri, Kansas, Illinois PlayPower Brand Representative: Little Tikes Commercial Representative Business Name: Creative Recreation LLC Territories Serviced: Connecticut, Rhode Island, Massachusetts PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Park Place Recreation Designs, Inc. Territories Serviced: South Texas PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Garrett & Company, Inc. DBA Garrett Parks & Play Territories Serviced: Utah, Idaho, Montana, Western Wyoming PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Playworx Territories Serviced: South Carolina, Georgia, Florida PlayPower Brand Representative: Little Tikes Commercial Representative Business Name: Miracle of KY & TN Territories Serviced: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company
59		Small Disadvantaged Business (SDB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
60		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Representative Business Name: Miracle of KY & TN Territories Serviced: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company

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 *	

61	Describe your payment terms and accepted payment methods.	<p>We do not typically accept payments direct to PlayPower. Once the equipment is manufactured and has shipped to the customer's assigned shipment destination, an invoice is simultaneously mailed to the customer's address from the corresponding PlayPower company with payment terms of 30 days from date of the invoice. Payments may be made to the respective brand directly (ie. Miracle, Little Tikes, Playworld, No Fault, Soft Play, Wabash Valley, EZ Dock, or USA Shade) however payments are often submitted to the local brand distributor / vendor directly. Please refer to the local representative / distributor for detailed payment information. In order to confirm representative / distributor information, PlayPower has provided Sourcewell with a list of our representatives for each brand with this RFP. We also include links below to further assist our Sourcewell participating agencies with locating their local representative/distributor:</p> <ul style="list-style-type: none"> - Miracle's Rep Locator can be found here: https://www.miracle-recreation.com/contact/rep-locator/ - Little Tikes Rep Locator can be found here: https://littletikescommercial.com/find-arep/ - Playworld's Rep Locator can be found here: https://playworld.com/find-representative/ - EZ Dock's Rep Locator can be found here: https://www.ez-dock.com/find-a-dealer/ - USA Shade's Rep Locator begins at this link: https://www.usa-shade.com/request-a-quote/ - Wabash Valley's Rep Locator begins at this link: https://wabashvalley.com/pages/contact - No Fault's Rep Locator can be found here: https://nofault.com/find-a-rep/ - Soft Play's Rep Locator begins at this link: https://www.softplay.com/contact-us/ <p>Sourcewell members will also have a designated PlayPower contact for questions regarding our Sourcewell contract. Should questions arise, they can reach out to PlayPower's designated Sourcewell Contracts Manager, Brandy Clory, at brandy.clory@playpower.com for assistance.</p> <p>PlayPower's accepted payment methods are check, wire, ACH, and Credit Card.</p>
62	Describe any leasing or financing options available for use by educational or governmental entities.	<p>If budget is a concern for our customers with their playground purchases, they have the ability to take advantage of a government financing program through NCL Government Capital. PlayPower has partnered with NCL to offer Sourcewell agencies with a complete suite of finance solutions. NCL is the only Sourcewell-awarded vendor offering government financing programs to the cooperative members. The power of cooperative purchasing now stands even stronger. Agencies can purchase the highest quality recreation and playground equipment in the industry with a competitively bid PlayPower Inc. contract and finance that new purchase with a competitively bid government financing program through NCL Government Capital. NCL (Sourcewell contract #092424-NCL) and is an industry expert in municipal financing solutions. The NCL website can be found here: https://nclgovcap.com/sourcewell/. NCL offers leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.</p> <p>To further assist our customers, we have noted links to our funding / financing resources within each brand's website:</p> <ul style="list-style-type: none"> - Miracle: https://www.miracle-recreation.com/planning/budgeting-and-grants/leasing-financing/ - Little Tikes Commercial: https://littletikescommercial.com/funding/financing/ - Playworld: https://playworld.com/financing/ - Soft Play: https://www.softplay.com/resources/capabilities/financing/ - EZ Dock: https://www.ez-dock.com/contact-form/ - Wabash Valley: https://wabashvalley.com/pages/contact - No Fault: https://nofault.com/resources/ - USA Shade: https://www.usa-shade.com/resources/funding/
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement	Customer agrees to regularly inspect and maintain their purchased equipment, and to provide, inspect and maintain appropriate safety

(order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.

surfacing under and around the equipment, in accordance with the appropriate product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

- In the event of payment default, each of our PlayPower brands shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customers agree to assist and cooperate with each of their respective PlayPower representatives and / or PlayPower team members, to accomplish its filing and / or enforcement of liens with respect to the equipment or its location or its repossession of the equipment. Customer expressly waives all rights to possess the equipment after an event of default. All remedies are cumulative and not alternative, and no exercise (by each of our respective brands) of a remedy will prohibit or waive the exercise of any other remedy.

- Our PlayPower brands make no equipment warranties except for those standard warranties noted. Each of our brands specifically disclaims any implied warranty of merchantability or fitness for a particular purpose and any liability for incidental or consequential damages. Customer agrees to defend, indemnify, and save PlayPower and their respective brands, harmless from all claims of any kind for damages of any kind arising out of customers alteration of the equipment, its failure to maintain the equipment, its failure to properly supervise equipment use, or its failure to provide and maintain appropriate types and depths of safety surfacing beneath and around the equipment in accordance with respective installation and owner's manuals and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

- Upon receipt of equipment / materials, until all contractual payments due hereunder are paid in full, customer shall not: (1) permit the equipment / materials to be levied upon or attached under any legal process; (2) transfer title to the equipment / materials or any of customer's rights therein; or (3) remove or permit the removal of the equipment / materials to any location without signed and written permission from a PlayPower corporate officer or a PlayPower authorized signatory.

- PlayPower and their respective brands will retain full title to all equipment until full payment is received. Upon acceptance of equipment / materials, customer then assumes all risk of loss, destruction of, or damage to the equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, customers must insure the equipment against all such losses and casualties.

- Our PlayPower brands may elect to waive a default hereunder, or under any invoice or other agreement between customer and PlayPower and their respective brands, or cure such a default at customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by a PlayPower corporate officer or a PlayPower authorized signatory. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PlayPower and their respective brands hereunder or under any invoice.

- A fully executed order, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive exchange / agreement between all parties. A Change Order is a written instrument signed by the customer and PlayPower, their respective brands, and / or their authorized representatives stating their agreement as to any amendment in the terms of the original order. The customer acknowledges that Change Orders may result in delays and additional costs beyond the original agreement. The parties agree that all Change Orders should include appropriate adjustments in price and time frames relating to any requested amendments. Upon agreement and full execution of the terms of a change of order, the most current agreement shall supersede previous agreements and become binding.

		<p>- Unless explicitly noted in the most recent written customer agreement, quotes written by PlayPower, their respective brand employees, or their authorized representatives do not include offloading of equipment / materials, or installation of equipment / materials, storage and/or security of equipment / materials after it has been delivered to customer, site inspections to include utility locators (commonly known as 811), demolition, removal/disposal of any existing equipment, materials, or debris, or equipment, services, and materials not specifically stated in the customers written agreement. Unless expressly stated otherwise in writing, all PlayPower quotes provided are valid for (30) days from the date issued, after which they will be considered expired and subject to reissuance. Extensions of the quote pricing and terms may be made at the discretion of PlayPower and their affiliates.</p>
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?	No, unfortunately the benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$50,000 so the real benefits of P-card would not be recognized.
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.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the price sheets for specific pricing.
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.	As stated above, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the price sheets for specific pricing.
67	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Volume Rebates (per calendar year):</p> <ul style="list-style-type: none"> - \$1,500,000 to \$2,999,999 = 1% rebate - \$3,000,000 to \$4,999,999 = 2% rebate - \$5,000,000 and up = 3% rebate
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.	At PlayPower, we are able to deliver a multifaceted approach by making recreation and playground equipment purchases an effortless and stress-free process for Sourcewell participating agencies. Our representatives are able to supply a variety of open market products and services, customized to meet the individual needs of Sourcewell agencies. Open-market products and services are coordinated by our independent representative / distributor networks and may vary in availability depending on location, size, and scope of the project. While PlayPower doesn't typically bill the customer directly, in the event we are directly billing, PlayPower will simply do a pass through on these services without adding a mark-up on the price agreement.

69	<p>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>	<p>Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only that are procured, or more often, a turnkey solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. These services are not automatically provided upon purchase unless they are specifically requested and agreed upon by the customer and PlayPower or their respective affiliates. These services may be coordinated by our independent representative / distributor / vendor networks and must be noted in the written agreement and agreed to by both the customer and PlayPower or their respective brands / distributors. In the event PlayPower is billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size, and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.</p> <p>Unless explicitly noted in the most recent written customer agreement, quotes written by PlayPower, their respective brand employees, or their authorized representatives do not include offloading of equipment / materials, or installation of equipment / materials, storage and/or security of equipment / materials after it has been delivered to customer, site inspections to include utility locators (commonly known as 811), demolition, removal/disposal of any existing equipment, materials, or debris, or equipment, services, and materials not specifically stated in the customers written agreement. Unless expressly stated otherwise in writing, all PlayPower quotes provided are valid for (30) days from the date issued, after which they will be considered expired and subject to reissuance. Extensions of the quote pricing and terms may be made at the discretion of PlayPower and their affiliates.</p>
70	<p>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>	<p>Freight costs will vary based on destination and equipment weight, therefore freight will be evaluated by our PlayPower shipping departments and quoted by our affiliates as a separate line item. PlayPower does not apply discounts to freight, however, our shipping department promises to provide the best available rate and pass that rate along to our Sourcewell agencies during the quoting process.</p>
71	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Freight charges will be evaluated on a case-by-case basis by PlayPower's shipping department, according to the customer delivery location and degree of transport complexity. The best available rate and service will then be passed on to the Sourcewell member during the quote process. Orders will not be processed without first notifying the Sourcewell member of the associated cost of freight.</p>
72	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>Whenever necessary, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. This reduces cargo handling, improves security, reduces potential for damage and loss, and also allows freight to be transported faster. Ultimately these transportation methods not only reduce freight costs for our Sourcewell members, but they also preserve the integrity of their equipment / materials during transport.</p>

73	<p>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>	<p>PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system immediately prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO before they are able to proceed with the order. The order entry system also checks to ensure minimum discount compliance.</p> <p>Sourcewell orders are reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee.</p> <p>In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis.</p> <p>Sourcewell sales tracking is included in PlayPower's corporate budgeting process.</p> <p>PlayPower has a dedicated Sourcewell contracts manager to specifically assist Sourcewell members and internal PlayPower representatives / vendors with questions they may have or issues that may arise. Our dedicated contracts manager also manages quarterly reporting through cross checking for accuracy.</p>
74	<p>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>	<p>PlayPower has a dedicated Sourcewell Contracts Manager to specifically assist Sourcewell agencies and internal PlayPower representatives / distributors with questions they may have or issues that may arise. Our dedicated contracts manager also manages quarterly reporting through cross checking for accuracy. Quarterly reporting conducted by our dedicated Sourcewell contract manager will offer a precise measure of our success with our Sourcewell contract. Our contracts manager will also be responsible for forwarding Sourcewell training opportunities to PlayPower staff members and representatives, in addition to providing contractual updates to the PlayPower team.</p>
75	<p>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.</p>	<p>We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to Sourcewell members directly from PlayPower or through our independent representative/distributor/dealer network.</p>

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
76	<p>The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.</p>	<p>We greatly appreciate the Sourcewell customers that we serve, and we intend to continue to provide them with a positive experience, along with offering them the best possible pricing.</p>

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.	Playground Equipment Fitness Equipment Shade structures – freestanding and playground equipment integrated Safety Surfacing – unitary, loose fill, tile, rubber Boat Docking Systems – boat & PWC lifts, swim platforms Indoor contained play systems Site amenities, benches tables etc. Outdoor Recreational furnishings
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Custom Play Equipment Freestanding play equipment ADA/Inclusive Playground Equipment Rocks and Rope Play Nature Play Play Sculptures Musical Play Early Childhood Play Equipment Outdoor Park Benches Outdoor Tables / Picnic Tables Litter Receptacles Bollards Planters Outdoor Grills Adult & Youth Outdoor Fitness Equipment Outdoor Training Systems Sports Equipment Surfacing – unitary, loose fill, tile, rubber pour-in-place Slides Sports Courts Modular Docking Systems Boat Lifts PWC Lifts Kayak & Canoe ADA Accessible Launches Access Walkways & Floats Habitat Observation Platforms Waterway Work Platforms Mining Platforms Wetlands Walking Trails Fishing Piers Swimming Platforms Campsites Platforms Specialty Equipment ADA Accessible Ramps Concrete Curbing Sidewalks Site Inspections Equipment Installation & All Corresponding Site Works

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	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: 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;	<input type="radio"/> Yes <input checked="" type="radio"/> No	See comments below.

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	See comments below.	*
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	See comments below.	*
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	<p>PlayPower's EZ Dock brand has been helping industrial, commercial, government and residential clients get better access to the water through our floating boat docks for many years. We design all of our EZ Dock products to be fully customizable. Our Wabash Valley brand offers site amenities such as outdoor benches, picnic tables, bike racks, and waste receptacles that add functional and beautiful accessories to any outdoor space. USA Shade provides fabric shade structures which can be a great addition over playground equipment, site amenities, or as an independent structure. Our No Fault brand offers durable, high quality safety surfacing as a perfect addition to any of our playground systems or as standalone décor for a beautiful outdoor walkway. Little Tikes, Miracle Recreation and Playworld are known for encouraging outdoor active play and exercise for children and adults alike, by manufacturing different styles of fitness equipment / fitness stations. Our durable, user-friendly outdoor fitness stations help develop physical skills such as strength, coordination, and balance which are often accompanied by signs or illustrations explaining how to properly use the equipment. Our Little Tikes, Miracle, Playworld, and Softplay brands combined deliver innovative playground solutions for all ages and abilities that exceed safety standards, foster greater inclusion, and last for generations. Together, our PlayPower brands are excited to show our Sourcewell members how powerful play can be!</p>	*
83	Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.	<input checked="" type="radio"/> Yes <input type="radio"/> No	In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work may be provided.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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](#) - !Sourcewell Contract #101625 PlayPower Price Lists.zip - Wednesday October 15, 2025 23:49:40
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - !PlayPower-Marketing.zip - Thursday October 16, 2025 15:05:34
- [WMBE/MBE/SBE or Related Certificates](#) - !PlayPower Rep Lists.xlsx - Thursday October 16, 2025 00:22:36
- [Standard Transaction Document Samples](#) - !PlayPower COI - Warranties.zip - Thursday October 16, 2025 15:14:28
- Requested Exceptions (optional)
- Upload Additional Document (optional)

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. - Brandy Clory, Contracts Manager, PlayPower 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 type="checkbox"/>	4
Addendum 2 Playground Equipment Outdoor Fitness RFP 101625 Wed October 1 2025 11:49 AM	<input type="checkbox"/>	3
Addendum 1 Playground Equip Outdoor Fitness RFP 101625 Wed September 24 2025 01:18 PM	<input type="checkbox"/>	2