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Exhibit B – Marketing Plan

Playcraft Systems upon award of the AEPA IFB #019.5-B Playground & Recreational Equipment will create a press release announcing the award as well as feature the information on our website. Direct mail campaigns announcing approved purchasing through AEPA will be utilized by Playcraft consultants to inform participating agencies. Social media outlets may also be used for the announcement.

We will strive to promote the AEPA contract through educating our consultant network on its benefits. Our consultants can then present the contract to their customers and eligible entities. In our industry, the ability to surpass the bidding process can greatly benefit any entity by bypassing additional costs required for bid writings and the costs needed during the duration of the bid. Playcraft will provide all entities several marketing promotions that describe all these benefits.

With the expansion of our Marketing/Graphics Department, we are well positioned to increase the visibility of the playground component of the AEPA contract. We have dramatically increased our production of marketing materials and the AEPA logo will be prominently featured. The contract will be marketed through all channels available to us – distributors, social media, paid media, trade shows, website, and our PlayDesigner software.

We also have a “how to buy” section on our website which showcases purchasing opportunities. AEPA will be prominently featured. In addition, our consultants may display the AEPA logo on their website which will link back to Playcraft Systems website to provide further information. Also, each sale generated through AEPA will be announced to all our consultants through our website with the advantages of AEPA reiterated each time.

Exhibit C

AEPA IFB 0189.5-B Playground & Recreational Equipment Contract

PLAYCRAFT SYSTEMS WARRANTY

Playcraft Systems®, warrants its products to be free from defects in materials or workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from date of final acceptance by AEPA member.

Playcraft Systems® further warrants as follows:

LIFETIME LIMITED WARRANTY

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

TWENTY-FIVE (25) YEAR LIMITED WARRANTY

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

FIFTEEN (15) YEAR LIMITED WARRANTY

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

TEN (10) YEAR LIMITED WARRANTY

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

TEN (10) YEAR LIMITED WARRANTY

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

FIVE (5) YEAR LIMITED WARRANTY

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

THREE (3) YEAR LIMITED WARRANTY

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

TWO (2) YEAR LIMITED WARRANTY

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

ONE (1) YEAR LIMITED WARRANTY

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

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

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

This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 30 days of receipt of the written notification.

Repair or replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft

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

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

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

Due to our on-going commitment to product development and improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice (Rev. O).



ADDITIONAL DISCOUNTS – Playcraft Systems, LLC.
N/A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of

individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



2/26/19

Signature

Date

CJ Schatza
General Manager/Vice President

Title (Position)

Part D - Questionnaire

AEPA IFB 019.5-B
Playground & Recreational Equipment

Instructions

Contained herein are forms and information required by AEPA during the IFB process. Please note, while some information is merely informational, some will be used during the evaluation.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Bidders must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Annual Report, Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled ***“Part D – Questionnaire – Name of Bidding Company”***.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled **“Part D – Questionnaire – Name of Bidding Company”**:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Bidding Company:	PLAYCRAFT SYSTEMS, LLC
Company Address:	123 NORTH VALLEY DRIVE
City, State Zipcode:	GRANTS PASS, OR 97526
Website:	www.playcraftsystems.com
Contact Person:	CJ SCHATZA
Title:	GENERAL MANAGER/VICE PRESIDENT
Phone:	541-955-9199 X 101
Email:	CJ.Schatza@playcraftsystems.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or, which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or, has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.

This business is a:	<u> </u> public company	<u> X </u> privately owned company
In what year was this business started under its present name?	<u>2017</u>	
Under what additional, or, former name(s) has your business operated?	KRAUSS CRAFT, INC.	

Is this business a corporation?	<u>No</u>	<u>X</u>	Yes. If yes, complete the following:
Date of Incorporation:	MARCH 3, 2017		
State of Incorporation:	OREGON		
Name of President:	CJ SCHATZA		
Name(s) of Vice President(s):			
Name of Treasurer:	RICK RUEGGER		
Name of Secretary:			

Is this business a partnership? X No Yes. If yes, complete the following:

Date of Partnership: _____

State Founded: _____

Type of Partnership, if applicable: _____

Name(s) of General Partner(s): _____

Is this business individually owned? X No Yes. If yes, complete the following:

Date of Purchase: _____

State Founded: _____

Name of Owner/Operator: _____

Is this business different from those identified above? X No Yes
 If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women owned? X No Yes
 Is this business minority owned? X No Yes
 Does this business have an Affirmative Action plan/statement? No X Yes

Business Headquarter Location

Business Address 123 NORTH VALLEY DRIVE
 City, State Zipcode GRANTS PASS, OR 97526
 Phone 541-955-9199
 How long at this address? 18 years

Business Branch Location(s)

Branch Address N/A
 City, State Zipcode
 Branch Address
 City, State Zipcode
 Branch Address
 City, State Zipcode
 Branch Address
 City, State Zipcode

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for 2016, 2017, and 2018 YTD in the United States by the various public segments.

	2016	2017	2018 YTD
K-12 (public & private), Educational Service Agencies	8,862,079.24	11,045,235.72	13,361,530.22
Higher Education Institutions	0	0	0
Counties, Cities, Townships, Villages	6,096,353.23	7,350,655.52	7,574,955.33
States	46,736.98	1,207.74	1,241.57
Other Public Sector & Non-profits	251,837.86	662,929.66	900,707.64
Private Sector	1,437,711.00	1,676,539.30	2,001,261.61
Total	16,694,718.31	20,736,567.94	23,839,696.37

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	CJ Schatza	General Manager	541-955-9199 x101	CJ.Schatza@playcraftsystems.com
Sales Manager	Kyle Fauley	Sales & Marketing Manager	541-955-9199 x125	Kyle.Fauley@playcraftsystems.com
Customer & Support Manager	Margaret Miller	Direct Sales	541-955-9199 x123	Margaret.Miller@playcraftsystems.com

Distributors, Dealers, Installers, Sales Reps	Brian Flanagan	Director of Sales	541-218-5645	Brian.Flanagan@playcraftsystems.com
Consultants & Trainers	Brian Flanagan	Director of Sales	541-218-5645	Brian.Flanagan@playcraftsystems.com
Technical, Maintenance & Support Services	Becka Mahan	Quality Assurance	541-955-9199 x 113	Becka.Mahan@playcraftsystems.com
Quotes, Invoicing & Payments	Kate Harvey	Accounting Admin. Assistant	541-955-9199 x 109	Kate.Harvey@playcraftsystems.com
Warranty & After the Sale	Thomas Blackwell	Customer Service Manager	541-955-9199 x 124	Thomas.Blackwell@playcraftsystems.com
Financial Manager	Justin Shenandoah	Accounting Manager	541-955-9199 x 128	Justin.Shenandoah@playcraftsystems.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
Advanced Recreational Concepts	Melbourne	FL
All Play Systems	Sequim	WA
Carolina Recreation & Design	Moorestville	NC
Creative Playthings LTD	Framingham	MA
Finnegan Playground Adventures	Burnsville	MN
Great Southern Recreation	Murfreesboro	TN
Lucky Dog Recreation	Ashton	ID
Montana School Equipment Company	Great Falls	MT
My Turn Play Systems	West Fargo	ND
National Playground	Carlisle	IA
NSP3	Redding	CA
Pacific Play Systems, Inc.	Carlsbad	CA
Playcraft Direct	Grants Pass	OR
Play Environments Design, LLC	Holland	MI
Recreation Unlimited	Noblesville	IN
Riggs Recreation	Kansas City	KS
River Valley Recreation	Wrightsville	PA
Safe and Sound Playgrounds	Queen Creek	AZ
Service Supply LTD, INC.	Reynoldsburg	OH
Sierra Winds	Reno	NV
SunState Recreation Co.	Avondale	AZ
The Playwell Group, Inc.	Dallas	TX
Wildwood Playgrounds Northwest	Portland	OR
Zenon Company	Buffalo Grove	IL

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
N/A		

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Kyle Fauley	Sales/Marketing Manager – Playcraft Systems	541-955-9199 x125	Kyle.fauley@playcraftsystems.com

Marketing Activities: Describe how this business marketed its products and services to schools, nonprofit organizations and other public sector audiences in Fiscal Year 2017– 2018 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.

Playcraft Systems is marketed and sold through an experienced, highly trained representative network. Our consultants conduct their own marketing strategies with support from Playcraft's Marketing Team. Catalogs and national campaign flyers are provided for their use, and each consultant firm determines their own participation in state and local conferences/conventions. On a national level, Playcraft Systems attends annual conferences for the National Recreation and Park Association, American Society of Landscape Architects, and National League of Cities. Playcraft Systems has also been featured in the NRPA Parks & Rec magazine.

Cooperative Marketing: Describe ways in which this business can collaborate with AEPA Member Agencies in marketing the bid. Submit a marketing plan, titled Exhibit B – Marketing Plan, that would entail at a minimum, the following with their response: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain in full color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct or, indirect marketing activities promoting the AEPA awarded contract, and how the contract award will be displayed/linked on the Bidder's website.

Playcraft Systems upon award of the AEPA IFB #019.5-B Playground & Recreational Equipment will create a press release announcing the award as well as feature the information on our website. Direct mail campaigns announcing approved purchasing through AEPA will be utilized by Playcraft consultants to inform participating agencies. Social media outlets may also be used for the announcement.

We will strive to promote the AEPA contract through educating our consultant network on its benefits. Our consultants can then present the contract to their customers and eligible entities. In our industry, the ability to surpass the bidding process can greatly benefit any entity by bypassing additional costs required for bid writings and the costs needed during the duration of the bid. Playcraft will provide all entities several marketing promotions that describe all these benefits.

With the expansion of our Marketing/Graphics Department, we are well positioned to increase the visibility of the playground component of the AEPA contract. We have dramatically increased our production of marketing materials and the AEPA logo will be prominently featured. The contract will be marketed through all channels available to us – distributors, social media, paid media, trade shows, website, and our PlayDesigner software.

We also have a "how to buy" section on our website which showcases purchasing opportunities. AEPA will be prominently featured. In addition, our consultants may display the AEPA logo on their website which will link back to

Playcraft Systems website to provide further information. Also, each sale generated through AEPA will be announced to all our consultants through our website with the advantages of AEPA reiterated each time.

Sales Training: Explain how your business will educate your salesforce staff on the AEPA contract including timing, methods, etc.

Playcraft Systems Annual Consultant Summit for 2019 will be held at our manufacturing facility March 1, 2019. Most all consultants will be in attendance. This will be the perfect opportunity for our contract manager to introduce the AEPA contract, and its benefits. Pricing, member agencies and entities who can use the contract (by state), terms and conditions of the contract, and ordering procedures will be topics of discussion. In addition, we will create a press release announcing the award as well as feature the information on our website.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

Living and playing within Oregon's forests and landscapes has inspired our unwavering appreciation for the environment. We firmly believe that Playcraft's stewardship of our surroundings is a reflection of ourselves and the responsibility we embrace to protect the lands we share. Playcraft Systems is committed to creating the best playground equipment available for the health of our children, our communities, and our environments.

Playcraft is resolute in the pursuit of improving resource conservation through efficient design and operational waste reduction. Our products are designed to a standard that meets or exceed industry parameters which creates a durable product which shows in the longevity of its life cycle. Parts are manufactured with energy efficient machinery, resourceful energy and waste management techniques, and waste recycled without sacrificing safety or durability.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

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



ENVIRONMENTAL STEWARDSHIP



Playcraft's Commitment to a Better World

Earth Friendly Manufacturing Techniques & Recycling

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



Recycled/Recyclable Materials

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



Certification Assistance

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



Energy-efficient Manufacturing

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



Reduced Manufacturing Waste

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

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

Independent Subcontractors, Distributors, Installers, etc.

If the Bidder is not the sole provider of all goods and services provided under this contract, the following **must be answered**:

Selection Criteria for Independent Providers: Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.

Playcraft Systems utilizes an exclusive sales distribution model - our sales consultants can exclusively promote, market, and sell Playcraft Systems' products within their territory. Playcraft Systems is completely involved in the selection and support of all our principle sales agencies and the sales consultants who are employed by these exclusive agencies. Selection is determined by several factors including sales performance, customer base, customer service and customer relationship policies, amount of sales coverage within their territory, financial strength, and installation capabilities. Each exclusive sales agency is responsible for securing their own installation capabilities (whether direct employees or sub-contractors). Each installation company shall complete and achieve certification through Playcraft Systems' Playground Certification Program. Once certified, each installation company is also required to maintain their certification through bi-annual reviews.

Current Subcontractors, Distributors, Installers, Etc.: Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Key:

Distributor State

Member State Participating

Member State Non-participating

Subcontractor States

Advanced Recreational Concepts, 3125 Skyway , Melbourne, FL 32934

FL, GA

Advanced Recreational Concepts, LLC CBC1261271

Play/Space Services, Inc, CBC059700

All Play Systems, PO Box 1886, Sequim, WA 98382

WA

Carolina Recreation & Design, 344 Rolling Hills Road, Suite 201, Mooresville, NC 28117

NC, VA, DC

Carolina Recreation & Design NC#75066 & SC#G119518

Creative Playthings LTD, 33 Loring Drive, Framingham, MA 12533

ME, MA, NH, RI, VT

Clint Andersen

Timbergyms 4906

+1 (860) 594-8888 Work

+1 (860) 916-4878 Mobile

+18609167110 Home

Clint@timbergyms.com

sales@timbergyms.com

94 Pane Rd., Newington, CT 06111

United States of America

95 day street rear, Newington, CT 06111

MA NY CT RI NJ

Brad Danoff

Danoff Contracting

(617) 833-5252 Mobile
braddanoff@hotmail.com

15 Marion rd
Wakefield, MA 01180

MA

Lee Abbascia

Versacor Enterprises

Sales

+17746967612 Primary

(774) 696-7612 Mobile

lee@bamass.com

76 Dudley Road 2F

Oxford, MA 01540

www.versamass.com

MA NY CT NH ME NJ RI

William haggar

CUDESO.

(978) 265-2190 Mobile
haggarconstruction@comcast.net

6 Ruskin Ave
Methuen, Ma. 01844

MA

Finnegan Playground Adventures, 1609 County Road 42 #317, Burnsville, MN 55306

MN

Installer

Contracting Solutions Inc

6877 173rd Street

Farmington MN 55024

Jasin Hand

Vendor

Ultra Site park Amenities benches tables – dogpark amenities

1675 Locust Street

Red Bud Il 62278

Vendor

Bison Recreation (BB Hoops, Soccer goals, tennis netting, Lacross, volleyball

603 L Street

Lincoln NE 68508

Vendor

No Fault Sport Group, LLC

3112 Valley Creek Drive, Ste. C

Baton Rouge, LA 70808

Vendor
SITESCAPE
Box 22326 Lincoln, NE

Great Southern Recreation, 2441-Q Old Fort Parkway #462, Murfreesboro, TN 37128
AL, GA, KY, MS, SC, TN

Lucky Dog Recreation, PO Box 603, Ashton, ID 83420
ID, UT, WY
WY Contractor License #CT-19-36288
Subcontractor & Installer
Picture Perfect Playground
Contractor #CT-19-36307

Montana School Equipment Company, 6100 3rd Avenue South, Great Falls, MT 59405
MT
Boo Construction, 2101 36th Street, Missoula, MT 59801

My Turn Play Systems, 1606 4th Avenue NW Suite B, West Fargo, ND 58078
ND, SD
My Turn Play Systems NO:49054 Class A

National Playground, PO Box Z, Carlisle, IA 63040
IA, MO
Matt Rushing – Installer
Robbie Lee – Installer
Johnnie Carpenter – Installer
Ian Knight – Installer
And
Jason Oliver – Oliver Construction – Subcontractor
Aarond Huggins – Tayler Playgrounds – Subcontractor
Wade – Taylormade – Subcontractor

NSP3, 1555 Tahoe Court, Redding, CA 96003
CA
NSP3 CA Contractor License #959805 DIR #1000003741 Supply and installation of new equipment and surfacing.

Pacific Play Systems, Inc., 3288 Grey Hawk Court, Carlsbad, CA 92010
CA
RE Schultz Construction
Lic # 1007195 Exp 09/30/2019
Office (714) 649-2627
1767 N. Batavia St., Orange CA 92865

Lic. # 1007195, Classifications:

- A - GENERAL ENGINEERING CONTRACTOR
- C-61 / D34 - PREFABRICATED EQUIPMENT

Jaynes Brothers Construction

Lic # 896407 Exp 05/31/2019

Office (818) 851-9470

30941 Agoura Road, Suite 118, Westlake Village, 91361

Lic # 362950, Classifications:

- C-8 - CONCRETE
- B - GENERAL BUILDING CONTRACTOR
- C-61 / D34 - PREFABRICATED EQUIPMENT
- C-61 / D12 - SYNTHETIC PRODUCTS
- A - GENERAL ENGINEERING CONTRACTOR

Community Playgrounds

805-405-1335

200 Commercial Street, Vallejo, CA 94589

Lic. # 362950, Classification:

- A - GENERAL ENGINEERING CONTRACTOR
- C-61 / D34 - PREFABRICATED EQUIPMENT
- C-61 / D12 - SYNTHETIC PRODUCTS

American Park Specialties

Phone: 760-402-4285

603 Seagaze Drive #190, Oceanside, CA 92054

Lic. # 864006, Classifications:

- C-61 / D34 - PREFABRICATED EQUIPMENT

Playcraft Direct, 123 North Valley Drive, Grants Pass, OR 97526

AK, CT, HI, LA, NE, NY, OR

Play Environments Design, LLC, 563 College Ave, Holland, MI 49423

MI

Installer –

Playstruction

4480 139th Avenue

Hamilton, MI 49419

Contact: Pat Schreur 616-218-5841

Landscaper –

Outscapes

4652 40th Street

Holland, MI 49423

616-836-5768

Surfacing – Engineered Wood Fiber

Michigan Wood Fibers

9426 Henry Court

Zeeland, MI 49464

800-816-8524

Superior Groundcover, Inc.
10588 Linden Drive NW
Grand Rapids, MI 49534
616-669-7479

Surfacing – Poured in Place & artificial turf
Pro-Techs Surfacing Systems, LLC
PO Box 301
Sharon Center, OH 44274
330-576-6058

Surfacing – Rubber Mulch
IMC Outdoor Living
2280 Schuetz Road
Suite #201
St. Louis, MO 63146
866-936-8524

Recreation Unlimited, 15150 Herriman Blvd. Suite B, Noblesville, IN 46060
IN

Subcontractor installer: G&C Contracting
In-house installers: Recreation Unlimited, GC1100136
Surfacing Subcontracting Installer: Pro-Techs Surfacing

Riggs Recreation, 550 S. Packard Street, Kansas City, KS 66105
KS

River Valley Recreation, 1178 Nursery Road, Wrightsville, PA 17368
DE, MD, **NJ**, **PA**

Service Supply LTD, INC.
OH, **WV**

Service Supply Ltd., Inc. –
Playcraft Systems
Works with DuMor, Inc. – site amenities
Big Toys – play
RCP Shelters
Spectra Surfacing – poured-in-place
Woodland Mulch

Installers –
Spectra
Double Jay Construction
M&D Blacktop
Builderscape
Valley View Construction
Downing Construction
Bladecutter's Inc.

Blausey Truck Service & Excavating
Playground Equipment Services

The Playwell Group, Inc., 4743 Iberia Avenue, Suite C, Dallas, TX 75207
AR, CO, NM, OK, TX

Wildwood Playgrounds Northwest, 2127 NE 10th Avenue, Portland, OR 97212
OR

Zenon Company, 400 W Dundee, Suite 110, Buffalo Grove, IL 60089
IL

Disclosures

Line of Credit Letter or Annual Financial Report (REQUIRED): Attach a letter from the business's chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2015, 2016 and 2017). This letter should state the line of credit as a range (i.e. "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter. Bidders may choose to send the Letter of Line of Credit and/or Annual Report by email directly to the AEPA Executive Director, George Wilson, at georgewilson.aepa@outlook.com. The Letter of Line of Credit and/or Annual Report must be received by the Executive Director before February 28, 2019 at 1:30 ET.

Legal: Does this business have actions currently filed against it? X **No** **Yes**

If **Yes**, **AN ATTACHMENT IS REQUIRED**: List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

Provide contact information of your business's five largest public agency customers:

Agency	Name	Title	Phone Number	Email
1. San Mateo-Foster City USD	Alex Kristal	Project Manager	650-312-7880	akristal@smfc.k12.ca.us
2. Shawnee Mission Schools	Everett Morgan	Purchasing	913-993-8500	everettmorgan@smsd.org
3. Rutherford County Board of Education	Lynn Pater	Purchasing Agent	615-893-5815 x22015	paterl@rcshools.net
4. Medford Parks & Recreation	Richard Rosenthal	Parks Department Director	541-774-2400	Richard.Rosenthal@cityofmedford.org
5. Aurora Military Housing	Jody Kuhns	Safety Manager	907-297-9881	jkuhns@jlproperties.com

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this bid category. Respond to Yes/No and choice questions by using an (X). ***Note: A Bidder must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.***

AEPA Member States	Participating in this bid category?	Has the bidding company sold products/services in these states for the past three (3) years? (Yes or No)	If awarded, which states does the bidding company propose to sell in? (Place an X where applicable)	Indicate which states the bidding company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Colorado	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Connecticut	Yes	<u>N</u>	<u>X</u>	
Florida	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Illinois	No	<u>Y</u>		<u>X</u>
Indiana	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Iowa	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Kansas	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Kentucky	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Massachusetts	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Michigan	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Minnesota	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Missouri	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Montana	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Nebraska	Yes	<u>N</u>	<u>X</u>	
New Jersey	No	<u>Y</u>		<u>X</u>
New Mexico	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
North Dakota	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Ohio	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Oregon	No	<u>Y</u>		<u>X</u>
Pennsylvania	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Texas	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Virginia	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Washington	No	<u>Y</u>		<u>X</u>
West Virginia	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Wisconsin	Yes	<u>Y</u>	<u>X</u>	<u>X</u>
Wyoming	Yes	<u>Y</u>	<u>X</u>	<u>X</u>

e-Commerce: Does this business have an e-commerce website?	X	No	Yes
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If YES, what is the website?

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this bid will impact and determine the type and level of services required and these are identified in Part B Bid Specifications of this IFB.

Does this business have online customer support options?	X	No	Yes
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Does this business have a toll-free customers support phone option?	No	X	Yes
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Does this business offer local customer and support service options? **No** X **Yes**

Training: If applicable, does this business offer customer training for the products and services sold? **No** X **Yes**

If YES, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.

Every Playcraft Systems Consultant is trained on our products and sales method by our Sales and Marketing Manager. Tools used include: Playcraft's Sales Kit with product samples, educational flyers, team sharing, and video conference calls. On site visitation from our Sales Director are also conducted for one-on-one consultation. Playcraft's Annual Consultant Seminar held at the factory in Grants Pass, OR provides further educational opportunities with new product introductions, educational workshops, and individual time with Management. Marketing material is provided throughout the year to keep consultants up-to-date on upgrades and expansion of product lines. Our well-informed and caring consultants use this knowledge to inform and educate their customers on the benefits of Playcraft Systems playground equipment and services. Our consultants also work with very talented, certified installers who are more than willing to show the end customer the proper use of equipment and how to care and maintain it. Playcraft also provides Maintenance Kits and Manuals with every structure order to further assist our customers. If there is ever a concern or question, your Playcraft Systems' consultant is only a phone call or email away. Also, Playcraft Systems Customer Service Department is available M-F, 8am – 5pm PST.

Pricing:

Is your pricing methodology guaranteed for the term of the contract? **No** X **Yes**

Will you offer customized price lists to participating entities as required per the pricing terms of Part A? **No** X **Yes**

Will you offer hot list pricing (optional) as described in the pricing terms of Part A? X **No** **Yes**

Will you offer volume price discounts as described in the pricing terms of Part A? X **No** **Yes**

Competitiveness: In order for your bid to be considered, your company must offer AEPA prices that are equal to or lower than what your company offers to individual customers and/or cooperatives with equal to or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing offered to individual customers and/or cooperatives with equal to or lower volume? **No** X **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this IFB.

 X Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

 Pricing is LESS THAN individual customer and/or cooperatives. Lower by %

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? **No** X **Yes**

If YES, identify which cooperative and the respective expiration date(s).

[Click or tap here to enter text.](#)

NAT 1PA #R1770304 -APRIL 30, 2020; GSA #GS-03F-0076U – JUNE 30, 2018;CMAS #4-19-78-0038F – DECEMBER; 14, 2020; PA-COSTARS-14 #201359 – DECEMBER 31, 2019;

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

[Click or tap here to enter text.](#)

AEPA TO INTRODUCE NEW PURCHASING OPTION TO MEMBER ENTITIES

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. **Mark with an "X".**

	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Product Returns: Does your business have a return policy? _____ **No** _____ **X** _____ **Yes**

If YES, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment).

[Playcraft Systems' Return Policy: Cancellation and/or return of standard products incur a restocking fee of 30%, and material must be returned in the same condition as originally shipped and must be returned with freight charges prepaid. Custom products may not be returned. However, for the AEPA contract purchaser, Playcraft will amend the restocking for standard products to 25% for the term of the AEPA contract.](#)

Payment Terms: Will your business offer AEPA buyer's a quick pay discount? _____ **X** _____ **No** _____ **Yes**

If YES, what is the discount? _____ %Net

Leasing: Do your business offer leasing arrangements under this bid? _____ **X** _____ **No** _____ **Yes**

If Yes, please indicate the rate factor and other cost factors below.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities of an AEPA Vendor Partner	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract,	X	

and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.		
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. On a quarterly basis, complete the online Vendor Partner sales report for each Member Agency.	X	
7. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
8. Attend two (2) AEPA meetings each year (see Part A)	X	
9. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X	
10. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this bid.

	No , this bidder does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
X	Yes , this bidder has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this IFB.

IFB Section and Page Number	Outline Number	Term and Condition	Exception
PART B, PG 6	6.3	ORDERS SHIPPED W/IN 48 HOURS	STANDARD LEAD TIMES 6 WEEKS ARO

Deviations

Instructions:

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state or federal laws cannot be accepted under this bid.

X	No , this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B of this IFB.
	Yes , this bidder has the following deviations to the specifications listed in Part B of this IFB.

Outline Number Part B	Specification (describe)	Details of Deviation
7.1.2	Multiple occupancy swings	Disc Swing – Accessible to children with disabilities
7.1.16 (10)	Roof options	Variety of styles. However, no Sultan Palace type.

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All bidders submitting proposals must complete this EDGAR Certification form regarding the bidder’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Bidder will certify its agreement and ability to comply, where applicable, by having the bidder’s authorized representative check, initial the applicable boxes, and sign the acknowledgement at the end of this form. If a bidder fails to complete any item of this form, AEPA will consider and may list the response, as the bidders is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the bidder using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding bidder default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the bidder and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the bidder. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay bidder for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the bidder’s return policy. If the participating agency has paid the bidder for goods and services provided as the date of termination, bidder shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the bidder, the participating agency’s provision shall control.

3. Equal Employment Opportunity

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

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

4. Davis Bacon Act

When required by Federal program legislation, bidder agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, bidder shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, bidder is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, bidder shall pay wages not less than once a week.

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

Bidder further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, bidder agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, bidder is 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 the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Bidder certifies that the bidder is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the bidder if bidder is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

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

11. Profit as a Separate Element of Price

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

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, bidder agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Bidder Certification (By Item)	Bidder Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	X	CS
2. Termination for Cause of Convenience	X	CS
3. Equal Employment Opportunity	X	CS
4. Davis-Bacon Act	X	CS
5. Contract Work Hours and Safety Standards Act	X	CS
6. Right to Inventions Made Under a Contract or Agreement	X	CS
7. Clean Air Act and Federal Water Pollution Control Act	X	CS
8. Debarment and Suspension	X	CS
9. Byrd Anti-Lobbying Amendment	X	CS
10. Procurement of Recovered Materials	X	CS
11. Profit as a Separate Element of Price	X	CS
12. General Compliance with Participating Agencies	X	CS

Playcraft Systems, LLC.

Name of Business



Signature of Authorized Representative

CJ Schatza

Printed Name

2/26/19

Date

Bid Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Bidder is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the bidder, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other bidder, or to any of the aforementioned persons, anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement, or agreement, with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the bidder, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the bidder, or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the bidder will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the bidder is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved and have included all information that is required of these bid forms.

CJ Schatza

123 North Valley Drive

Authorized Representative (Please print or type)

Mailing Address

General Manager/Vice President

Grants Pass, OR 97526

Title (Please print or type)

City, State, Zip

Signature of Authorized Representative

Date

Subscribed and sworn to before me this

200

day of

February 2019

Notary Public in and for County of

Josephine

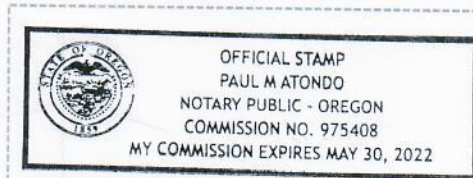
State of

Oregon

My commission expires on

May 30 2022

Signature



Enter Notary Stamp



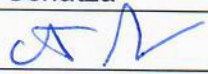
Association of Educational
PURCHASING AGENCIES

Acceptance of Bid & Contract Award

Instructions: PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: BIDDER

In compliance with the Invitation for Bid (IFB), the undersigned warrants that I/we have examined all Instructions to Bidders, associated documents, and being familiar with all of the conditions of the bid, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Bidder Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Playcraft Systems, LLC.</u>	Date	<u>2/24/19</u>
Address	<u>123 North Valley Drive</u>	City, State Zip	<u>Grants Pass, OR 97526</u>
Contact Person	<u>CJ Schatza</u>	Title	<u>General Manager/Vice President</u>
Authorized Signature	<u></u>	Title	<u></u>
Email	<u>CJ.Schatza@playcraftsystems.com</u>	Phone	<u>541-955-9199 X 101</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above identified bid is hereby accepted. As a Bidder Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Bidder Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Bidder Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2020, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)		Or May 1, 2019



Bid instructions: Bidder may choose to bid on one lot, several lots, or all lots. Bidder must complete the required form for each lot they choose to bid.

Please note Form F.4 A and B are required for all products that will be installed by vendor.

Tabs for Line Item Pricing and Catalog Bid

F.1	Base Catalog Bid Pricing	
F.1	Playground Category Discounts-Lot 1	Required if bidding on this lot
F.1	Water Park Category Discounts Lot 2	Required if bidding on this lot
F.1	Skate Park Structures Category Discounts-Lot 3	Required if bidding on this lot
F.1	Shade and Shelter Category Discounts-Lot 4	Required if bidding on this lot

	Base Bid Pricing	Line items not inclusive of all catalog items
F.2A	Lot 1 Playground Equipment Items	Optional
F.2.A	Lot 2 Water Park Equipment Items	Optional
F.2A	Lot 3 Skate Park Items	Optional
F.2A	Lot 4 Shade, Shelter structures, restroom,	Optional
F.3	Services	Optional
F.4A	State Price Multiplier	Required for Installation Services
F.4B	Construction Rates	Required for Installation Services
F.5	Volume Discounts	OPTIONAL

Association of Educational Purchasing Agencies
Tabulation Report IFB #019.5-B - Playground &
Recreational Equipment
Vendor: Playcraft Direct, Inc.

General Comments:

General Attachments: BidBond-PlaycraftSystemsLLC.pdf
ExhibitB-MarketingPlan-PlaycraftSystemsLLC.pdf
Exhibit C - Warranties,AdditionalServices -Playcraft Systems.pdf
ExhibitD-AdditionalDiscounts-PlaycraftSystems,LLC..pdf
PartC-StateSpecificForms-PlaycraftSystemsLLC.pdf
PartD-Questionnaire-PlaycraftSystemsLLC.pdf
PartE-SignatureForms-PlaycraftSystemsLLC.pdf
Part F Pricing Schedule-PlaycraftSystemsLLC.xlsx

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 35413-ASI-2019-012

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441
State of Inc: New York

OWNER:

(Name, legal status and address)

Association of Educational Purchasing Agencies
2111 Pontiac Lake Road
Waterford, MI 48328

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: One Hundred Thousand & 00/100 Dollars (\$100,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

AEPA# 019.5-B - Playground & Recreational Equipment

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of February, 2019

(Witness)

(Witness) Kristin S. Bender

Playcraft Systems, LLC

(Principal)

(Title)

Atlantic Specialty Insurance Company

(Surety)

(Title) April D. Perez, Attorney-in-Fact

(Seal)

(Seal)

Power of Attorney

Surety Bond No: 35413-ASI-2019-012

Principal: Playcraft Systems, LLC

Obligee: Association of Educational Purchasing Agencies

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Minnetonka, Minnesota, does hereby constitute and appoint: April D. Perez, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:


Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.

STATE OF MINNESOTA
HENNIPEN COUNTY

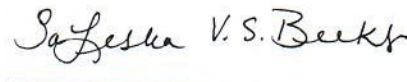


By


Paul J. Brehm, Senior Vice President

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12th day of February, 2019.




James G. Jordan, Assistant Secretary



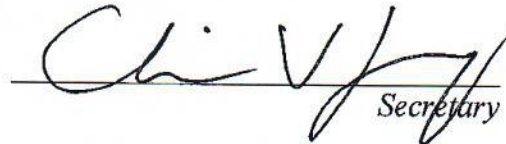
Atlantic Specialty Insurance Company
Period Ended 12/31/2017

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 988,817	Loss Reserves	\$ 658,056
Preferred Stocks	-	Loss Adjustment Expense Reserves	175,047
Common Stocks	723,252	Total Loss & LAE Reserves	833,103
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	536,888
Contract Loans	-	Total Reinsurance Liabilities	32,722
Derivatives	-	Commissions, Other Expenses, and Taxes due	46,831
Cash, Cash Equivalents & Short Term Investments	148,999	Derivatives	-
Other Investments	51,777	Payable to Parent, Subs or Affiliates	43,581
Total Cash & Investments	1,912,846	All Other Liabilities	148,426
		Total Liabilities	1,641,550
Premiums and Considerations Due	223,311		
Reinsurance Recoverable	31,509	Capital and Surplus	
Receivable from Parent, Subsidiary or Affiliates	-	Common Capital Stock	9,000
All Other Admitted Assets	92,138	Preferred Capital Stock	-
Total Admitted Assets	2,259,603	Surplus Notes	-
		Unassigned Surplus	(42,494)
		Other Including Gross Contributed	651,547
		Capital & Surplus	618,053
		Total Liabilities and C&S	2,259,603

State of Minnesota
County of Hennepin

I, Christopher Jerry, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said OneBeacon Insurance Company, on the 31st day of December, 2017, according to the best of my information, knowledge and belief.


Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 9th day of March, 2018.


Notary Public

