

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of January 1, 2024, by and between _____
Playground Specialists, Inc. ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of (enter category here) ("the products and services").*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.3 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is

affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- 5.4 **Cancellation for convenience:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment:** Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency.

The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work

in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 12.5 **Smoking/Tobacco**: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support**: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 **Disclosures**: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract,

including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
- 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 13.8 **Legal Obligations:** It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded

contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- 13.9 **Boycott Certification:** Vendor hereby certifies that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

[Signatures follow on Signature Form]

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions

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

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Playground Specialists, Inc.

Address 29 Apples Church Road

City/State/Zip Thurmont, MD 21788


Telephone No. 800-385-0075

Fax No. 301-271-9239

Email address brad@playspec.com / sales@playspec.com

Printed name Brad Stokley

Position with company VP of Sales

Authorized signature 

Term of contract January 1, 2024 to December 31, 2026

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.



Region 10 ESC Authorized Agent

Jan 4, 2024

Date

Dr. Rickey Williams

Print Name

Equalis Group Contract Number R10__1159B

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 30 additional pages.** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Playground Specialists, Inc.
	<i>What is the mailing address of your company's headquarters?</i>	29 Apples Church Road, Thurmont, MD 21788
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Brad Stokley - VP of Sales 800-385-0075 brad@playspec.com
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Please list the current manufacturers you partner with.</i>	Playworld – www.playworld.com 1000 Buffalo Rd Lewisburg, PA 17837 570-522-9800 Playworld Catalog - https://secure.viewer.zmags.com/publication/f443962f#f443962f/1

	<p>Berliner - https://berliner-playequipment.com/us/ 96 Brookfield Oaks Dr Greenville, SC 29607 864-627-1092 Berliner Catalog - https://online.flippingbook.com/view/907987343/</p> <p>Cre8play – www.cre8play.com 5121 Winnetka Ave N Minneapolis, MN 55428 612-670-8195 Cre8play Catalog - https://www.cre8play.com/brochures/product-catalog-2022/</p> <p>Earthscape Collections (website and catalog) - https://collections.earthscapeplay.com/ 7215 Wellington Rd 86 Wallenstein, ON N0B 2S0, Canada +1 519-804-6854</p> <p>ExoFit (website and catalog) - https://www.exo.fit/ 10271 Deer Run Farms Rd Fort Myers, FL 33966 800-527-0797</p> <p>Trekfit (website and catalog) – https://trekfit.ca/ 7000 F Bd Industriel Chambly, QC J3L 4X3, Canada +1 514-447-8884</p> <p>Classic Recreation - http://shadesun.com/ 11875 E Berry Drive Dewey, AZ 86327 928-775-3307 Classic Recreation Catalog - http://shadesun.com/blog/models/</p> <p>RCP Shelters - https://www.rcpshelters.com/ 2100 SE Ray's Way Stuart, FL 34994 772-288-3600</p> <p>Percussion Play - https://www.percussionplay.com/ Staple Ash Ln, Froxfield Petersfield GU32 1DJ, United Kingdom +44 1730-235180 Percussion Play Catalog - https://www.percussionplay.com/catalog/product-catalog/</p>
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		<p>MyTCoat – www.mytcoat.com 201 Lehmann Farm Rd Whitney, TX 76692 855-637-9616 MyTCoat Catalog - https://mytcoat.com/digital-catalog/</p> <p>All Pricing is available on the Attachment B Price List</p>
	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Yes
	<i>Does pricing submitted include the required administrative fee?</i>	Yes
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	No
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes, Playground Specialists can supply all products/lines/services provided in attachment B. Playground Specialists has partnered with several Playworld rep agencies across the country to supply additional coverage for this contract as well. For the additional rep agencies, they will make all products/lines/services and available as they are able. Each agency at a minimum will make this available for Playworld products. Other manufacturers and services will be on an agency-by-agency basis.
	<i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i>	<p>For equipment, the pricing strategy used is a discount off manufacturer list prices. Agencies can find these list prices the Attachment B – Price List</p> <p>List prices are determined by the manufacturer using the current published list pricing for that date.</p> <p>Installation prices are provided as a percentage of list price and are determined by utilization of a combination of cost-based labor and materials pricing, competitive analysis, and anticipated volume.</p> <p>Additional services line items are provided as a “not to exceed” price and are determined by cost-based labor and materials pricing, competitive analysis, and anticipated volume.</p>
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	PO’s are accepted for order and vendor will invoice upon shipment or upon completion of the project. Invoices are due Net 30 days from invoice. Payments can be made via ACH transfer, check, or credit card online via the vendor website.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		

Product quality and features	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	Playground Specialists, Inc provides a full catalog of turn-key products and services to our customers that is unmatched in the industry. The products we provide include standard “post & platform” playground systems, rope-based play equipment, custom GFRC (glass fiber reinforced concrete) and steel custom play equipment, premium wooden play equipment, standard and modern outdoor fitness equipment, vinyl and powder coated site furnishings, musical equipment, plus steel and wooden shelters. Our services include everything required for full completion of a project including site planning and prep work, installation, safety surfacing, drainage, concrete work, borders, and drop testing. We have included everything required to complete most projects based off our 25 years’ experience and expertise in the industry.
	<i>Describe how your products and services comply with applicable industry regulations/safety standards.</i>	All products and services offered are either IPEMA certified or fully comply with the ASTM F1487 safety standards, CPSC Section 325 guidelines, and ADA laws.
	<i>Outline how your playground and/or recreation equipment differentiates from those of your competitors.</i>	Our comprehensive and innovative catalog of equipment and services is one of the most complete in the industry. Every type of material (steel, plastic, rope, GFRC, wood, etc) is available to suit every customer’s wants and needs. The equipment manufacturers represented have the highest reputation in the industry for premium quality. Through innovation, new and inclusive products are constantly becoming available for use of children and adults of all ages and abilities!
	<i>Describe any capabilities to create custom playground and/or recreation equipment.</i>	<p>The manufacturers represented are experts at designing and creating custom play equipment and environments! We will work with Equalis members requesting custom equipment to design the perfect solution for their needs in any size or material requested! Whether creating a custom piece to mimic a local landmark or creating a unique, 1-of-a-kind play environment, our custom capabilities are some of the best in the world!!</p> <p>Some examples of recently completed custom projects:</p> <p>Sophie & Madigan’s Playground – Frederick, MD</p> <p>https://www.flickr.com/photos/98909949@N02/albums/72177720304220606</p> <p>Dunkirk District Park – Dunkirk, MD</p> <p>https://www.flickr.com/photos/98909949@N02/albums/72157719949718072</p> <p>Sandy Point State Park – Annapolis, MD</p> <p>https://www.flickr.com/photos/98909949@N02/albums/72157708942147002</p> <p>Madison Manor Park – Arlington, VA</p> <p>https://www.flickr.com/photos/98909949@N02/albums/72157715259895137</p> <p>Pictures of each custom project included in proposal package as well – See Attachment A</p>

	<i>Outline how you incorporate accessibility, safety, and sustainability features into your playground and/or recreation equipment.</i>	<p>Every design we provide is 100% in compliance with the ADA laws, ASTM F1487 safety standards and CPSC safety guidelines. The president and owner of Playground Specialists, Jeff Barber, is a NRPA Certified Playground Safety Instructor and travels around the country teaching the safety standards and guidelines to others in the industry. Playground Specialists employs 16 CPSI's (Certified Playground Safety Inspectors) which include our project management team, CAD designers, and installation foremen. In addition, we employ 3 Inclusive Play Designers who have passed the Playworld inclusive play training program for the design of play environments for people of all abilities.</p> <p>Playground Specialists incorporates accessibility AND inclusivity into equipment designs via accessible surfaces (poured-in-place rubber, bonded rubber, or Corkeen are highly accessible surfacing options), ramps and transfer stations, adaptive swings, a wide variety of ground level activities, multi-sensory elements, visual and auditory cues, inclusive play structures, and shaded seating areas. By incorporating these elements, we can create spaces that foster inclusivity allowing children of all abilities to play together while promoting a sense of community and understanding. – See attachment B</p> <p>We incorporate many unique sustainable features in our equipment and designs to help promote eco-friendliness and reduce the environmental impact of our play areas. These include our Play Soleil solar lighting which can be attached on playground posts, using recycled shredded tires for our PlaySpec Rainbow bonded rubber safety surfacing, our Corkeen safety surfacing which is made from the natural bark from cork trees and is carbon negative, and ensuring all our equipment is designed for durability and ease of maintenance to extend its lifespan!</p>
	<i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i>	<p>Playground Specialists offers solutions in Maryland, Virginia, Washington DC, and West Virginia. Our dealer partners that are joining in this proposal will also offer their solutions in their specific regions as well. Included in this submission are letters from each joining dealer with information on the regions they will cover in this offering.</p> <p>Other dealer agencies included in this submission include:</p> <p>Dave Bang Associates – California & Arizona Playmore – Florida Midstates Recreation – Ohio, Michigan, Indiana, and Kentucky Northwest Playground Equipment – Washington, Oregon, Alaska, Hawaii, and Montana Playground Solutions of Texas – Texas Starr Recreation – Colorado & Wyoming Ultiplay – Massachusetts, Connecticut, Vermont, New Hampshire, Rhode Island, and Maine Next Generation Recreation – Missouri, Kansas, and Nebraska Pelican Playgrounds – Louisiana & Mississippi</p> <p>– See attachment C</p>
	<i>List the number and location of offices, or service centers for all states being proposed in solicitation</i>	<p>Playground Specialists – 1 office and headquarters at 29 Apples Church Road, Thurmont, MD 21788 Dealer partners each have their own office/headquarters with address included on their included letters.</p>
	<i>Outline any other capabilities not already addressed.</i>	<p>Playground Specialists also offers Triax drop testing services on safety surfacing for compliance with ASTM F1292 for safety surfacing impact attenuation.</p>

Ability to consult, design, and install products and services	<i>Please describe any consulting or design services you offer.</i>	Playground Specialists employs three full-time CAD designers who assist our project managers on the design of all our projects. Each manufacturer also employs full-time design teams who can assist with custom work as well.
	<i>Outline the process for installing products, equipment and/or other solutions you are offering.</i>	Playground Specialists is the premier installation company for playground equipment. The company initially began as an installation subcontractor and grew into the design, sales, and installation company it is today. At our headquarters, we have a 20,000 sq ft warehouse with a loading dock where we receive equipment and store it prior to installation. We employ 4 full-time installation crews who install our projects year-round and subcontract 2 additional installation crews year-round. We order in bulk and stock as many materials as possible to reduce costs for customers and create efficiencies including concrete, borders, timbers, swing kick mats, rubber materials, binder, drainpipe, rebar, and more. With our fleet of trucks and equipment when we mobilize, we bring everything needed to install complete playground areas efficiently and per manufacturer recommendations in full compliance with the safety standards and ADA law. – See attachment D
Response to emergency orders and maintenance repair/requests	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i>	With our team of 8 project managers, Playground Specialists can respond within 24 hours to emergency requests for broken or damaged equipment or surfacing. Keeping playgrounds safe and in service is of paramount importance to both our customers and our company. Customers can contact us via office phone, email, or individual project manager cell phones. – See attachment J
	<i>Describe any services you offer post-installation such as maintenance/repair plans for equipment.</i>	Playground Specialists is here to stay and help our customers with the life of their play areas. All our project managers are available to our customers for any warranty, repair, or maintenance work they need on all our manufacturer's products as well as safety surfacing, and all other services offered. Playground Specialists stocks many repair parts such as hardware, swing seats and swing chain, rubber materials and binder, and more to assist our customers as quick as possible with their maintenance and repair needs.
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	Playground Specialists' hours of operation are M-F, 8 AM thru 5 PM, however our project managers are available after hours and on weekends via cell phone and email. When parts are available, most customer service issues can be handled within 24 hours of being contacted.
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters</i>	Playground Specialists, Inc is rock solid financially. A letter of bondability from our surety company plus a bank reference letter are included. As part of the general submittal of information for this RFP, Playground Specialists will not provide internal financial information due to security and privacy policies we have had in place for 25 years. If mandatory, we will however discuss providing audited financial statements directly to the evaluation committee for their proof upon request once the general proposals have been opened. We understand the premise that Region 10 ESC and Equalis would like to ensure contractors have the means to fulfill any obligations set forth and the strength to comply and complete projects. Please accept this as a commitment for our fullest compliance while still maintaining our privacy. For the past 9 years we have had gross revenues that exceed \$20 million and have been profitable every year with little to no debt on the company. Our bonding capabilities exceed \$10 million, and we provide independently audited financial statements to the bonding company every year for their assurance that we remain on the correct path. – See attachment E
	<i>What was your annual sales volume over last three (3) years?</i>	2021 - \$26.5 million 2022 - \$31.9 million 2023 - \$37.5 million (YTD)
Contract implementation / Customer training	<i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i>	Playground Specialists is constantly traveling to agencies to provide free lunch & learn sessions on an annual basis. In 2023, we have done over 40 presentations in total in addition to holding CPSI classes and playground maintenance courses here at our headquarter office. Beyond that, our project management

		<p>staff is constantly meeting with agencies to talk about new products, materials, and technologies available in the market.</p> <p>We are experts in training and promoting cooperative purchasing contracts with our customers and have over a decade of experience doing so. Based off this experience and with the new manufacturer products included in this proposal submittal, we will immediately begin the communication and training with member agencies to help them utilize this contract immediately and effectively.</p>
Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	Playground Specialists, along with each additional dealer included in this proposal submission, can provide customized management reports as requested for agencies that require it.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	<p>Playground Specialists's safety record is a critical aspect of its reputation and performance. It reflects the company's commitment to providing safe and enjoyable play environments for children. It is described as follows:</p> <p>Safety Standards Adherence: We have a strong commitment to adhering to safety standards and regulations for playground equipment. It ensures that all products are designed, manufactured, and installed in accordance with local, national, and international safety guidelines, including ASTM (American Society for Testing and Materials), CPSC (Consumer Product Safety Commission), and ADA (Americans with Disabilities Act) requirements.</p> <p>Certifications and Compliance: Playground Specialists has obtained relevant certifications and regularly undergoes compliance checks to ensure that its playground equipment meets the highest safety standards. This includes certifications related to material quality, structural integrity, and safety features.</p> <p>Experienced Design and Engineering Team: Playground Specialists employs an experienced team of designers who specialize in creating safe and innovative playground equipment. They consider factors like fall zones, impact attenuation, and child development principles to ensure that the equipment is designed with safety in mind.</p> <p>Quality Materials and Construction: Our playground equipment is manufactured using high-quality, durable materials that are tested for safety and longevity. The company conducts rigorous quality control processes to verify that all components meet safety standards.</p> <p>Installation Expertise: We offer professional installation services and ensures that playground equipment is installed correctly and securely. Installation teams are trained to follow safety protocols, including anchoring, surfacing, and proper spacing.</p> <p>Regular Safety Inspections and Maintenance: Playground Specialists promote playground safety through regular inspections and maintenance checks. We provide services to our clients to keep equipment in optimal condition, ensuring that potential hazards are identified and addressed promptly.</p> <p>Safety Education and Training: Educational materials and training are offered for clients, maintenance staff, and end-users on how to use the playground equipment safely. This includes guidance on supervision, age-appropriate play, and maintenance best practices.</p> <p>Responsive Customer Service: Playground Specialists is known for its responsive customer service, readily addressing safety concerns, inquiries, or issues raised by clients or users. It maintains an open line of communication to ensure that safety-related matters are promptly resolved.</p>

		<p>Safety Record and Incident Reporting: Playground Specialists maintain a transparent record of safety incidents, near misses, or accidents related to its playground equipment. It tracks and analyzes these incidents to make necessary improvements in design, materials, or safety measures.</p> <p>Positive Client Testimonials: The safety record of Playground Specialists is reflected in positive testimonials and references from satisfied clients, which highlight their trust in the company's commitment to providing safe play spaces.</p> <p>Continuous Improvement: Playground Specialists places a strong emphasis on continuous improvement, regularly reviewing its safety protocols, materials, and designs to incorporate the latest safety innovations and best practices.</p> <p>A strong safety record is a testament to our dedication to creating playgrounds that not only foster fun and play but also prioritize the safety and well-being of the children who use their equipment. It demonstrates a commitment to quality, adherence to safety standards, and a proactive approach to maintaining and improving safety measures. – See attachment K for EMR and Worker's Comp Rates</p>
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	Provide a link to your company's website	www.playspec.com www.playworld.com https://berliner-playequipment.com https://collections.earthscape.com www.cre8play.com www.exo.fit www.trekfit.ca www.rcpshelters.com www.shadesun.com www.mytcoat.com www.percussionplay.com
	Please provide a brief history of your company, including the year it was established.	Playground Specialists was established in 1998 as an installation subcontractor. In 2005, Playground Specialists became the exclusive rep agency for Playworld in Maryland and West Virginia and began to grow considerably. Over the past couple decades, we have picked up exclusive rights to sell additional playground manufacturing equipment and services and moved into our current headquarters in 2017. Playground Specialists now employs over 50 people including 4 full-time installation crews, 8 project managers, 3 full-time CAD designers, and sales support/customer service. See attachment F
Past relationship with Region 10 ESC and/or Region 10 ESC members	Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?	This is the first time we have provided a proposal submission to Region 10. However, many current Region 10 ESC members are also members of H-GAC and Sourcewell which we have sold to for over 20 years
Experience and qualification of key employees	Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following: * Executive Support * Account Manager	<p>Executive Support – Brad Stokley – VP of Sales – brad@playspec.com – 800-385-0075</p> <p>Account Management – See attached</p> <p>Contract Management – Brad Stokley – VP of Sales & Ashley Barber – CFO – brad@playspec.com & Ashley@playspec.com - 800-385-0075</p> <p>Marketing – Amanda Barber-McGuire – Marketing Manager – amanda@playspec.com – 800-385-0075</p> <p>Billing, reporting & accounts payable – Ashley Barber – ashley@playspec.com – 800-385-0075</p>

	<p>* Contract Manager</p> <p>* Marketing</p> <p>* Billing, reporting & Accounts Payable</p>	<p>**Reporting for areas outside Virginia, Maryland, Washington DC, and West Virginia will be done by the rep agencies for those areas included in this proposal submission**</p> <p>Resumes are attached – See attachment G</p>
Past experience working with the public sector	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p>	<p>2021 - \$20 million</p> <p>2022 - \$24 million</p> <p>2023 - \$28 million (YTD)</p>
	<p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>Playground Specialists utilizes a strategic approach to increasing market share in the public sector including:</p> <ol style="list-style-type: none"> Market Research and Analysis: <ul style="list-style-type: none"> Conduct thorough research to understand the specific needs and requirements of public sector clients, including schools, municipalities, parks, and government agencies. Identify the key decision-makers, procurement processes, and budget cycles in the public sector. Diversify Product Offerings: <ul style="list-style-type: none"> Expanding product range to include a variety of playground equipment that meets the safety and play needs of different age groups and abilities, ensuring compliance with relevant regulations such as ADA (Americans with Disabilities Act). Certifications and Compliance: <ul style="list-style-type: none"> Ensure that playground equipment meets all relevant safety and quality standards, including those specified by government agencies. Obtain necessary certifications and comply with local and federal regulations. Supplier Diversity: <ul style="list-style-type: none"> Partnering with minority and women-owned businesses to strengthen our position when participating in public sector procurement, as some organizations have diversity requirements for suppliers. Market to Decision-Makers: <ul style="list-style-type: none"> Build relationships with key decision-makers in public sector organizations, such as school principals, public works directors, and park administrators. Attend government procurement events, industry conferences, and trade shows to meet potential clients and network with government officials. Educational Outreach: <ul style="list-style-type: none"> Offering educational programs and materials to public sector clients that highlight the benefits of quality playground equipment, safety, and the importance of play in child development. Customization and Consultation: <ul style="list-style-type: none"> Our ability to offer customization options and consultation services to help public sector clients design playgrounds that meet their unique needs and budgets.

		<p>8. Grant Assistance:</p> <ul style="list-style-type: none"> Help public sector clients identify and apply for grants and funding opportunities available for playground equipment, particularly for schools and non-profit organizations. <p>9. Competitive Pricing:</p> <ul style="list-style-type: none"> Develop competitive pricing strategies that consider the budget constraints faced by public sector clients. <p>10. Follow-Up and Maintenance:</p> <ul style="list-style-type: none"> Our offering of ongoing support, maintenance services, and warranties to ensure the longevity and safety of your playground equipment, which can be a critical factor in public sector decision-making. <p>11. Track Record and Testimonials:</p> <ul style="list-style-type: none"> Build a strong portfolio of successful public sector projects and collect testimonials from satisfied clients to showcase your expertise and reliability. <p>12. Sustainability Focus:</p> <ul style="list-style-type: none"> Highlighting the eco-friendly aspects of our playground equipment and safety surfacing, emphasizing sustainable materials and energy-efficient features, which can align with the environmental goals of public sector organizations. <p>13. Continuous Improvement:</p> <ul style="list-style-type: none"> Regularly review and refine our public sector strategy based on market trends, client feedback, and changing regulations.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	n/a
Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i>	References are attached – See attachment H
Certifications in the Industry	<i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB,</i>	Licenses, Certificates, and registrations are attached – See attachment I

	<i>DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i>	
Company profile and capabilities	<i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i>	Exclusive distributor and installer
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	No
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	Playground Specialists, Inc does not hold any of these certifications
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	Playground Specialists's diversity program is a structured initiative designed to promote diversity, equity and inclusion in our subcontracting practices and can be offered through Equalis Group. The program includes our commitment to diversity and inclusion in subcontracting practices, actively seeking out and networking with MWBE's through organizations, events, and associations related to diversity in business, creating and maintaining a database of qualified MWBE subcontractors, ensuring we communicate our commitment to diversity in bid documents and RFP's, along with providing guidelines for MWBE subcontractors to submit bids, ensuring MWBE subcontractors are evaluated fairly based on qualifications, capabilities, and pricing, tracking MWBE participation in projects, staying informed on all local, state, and federal regulations regarding MWBE participation and ensuring full legal compliance, and regularly evaluating the effectiveness of the diversity program and making adjustments as necessary.
	Please attach any certifications you have as part of your response to Form 6.	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	Yes
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but</i>	While Playground Specialists does employ 4 full time installation crews, we also have a plan to include MWBE subcontractors in future work as an important step toward promoting diversity, equity, and inclusion in our operations. Here's our plan on how we can incorporate MWBE subcontractors in projects:

	<p><i>not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i></p>	<ol style="list-style-type: none"> Outreach and Networking: <ul style="list-style-type: none"> Establish relationships with MWBE organizations, chambers of commerce, and other relevant groups to identify potential subcontractors. Attend networking events and supplier diversity fairs to connect with MWBE businesses. Diverse Supplier Database: <ul style="list-style-type: none"> Create a database of MWBE subcontractors, including information on their capabilities, certifications, and past performance. Share this database with project managers. Mentoring and Training: <ul style="list-style-type: none"> Offer mentoring programs to MWBE subcontractors to help them build capacity and meet project requirements. Encourage skill development and certification within the MWBE community. Reporting and Monitoring: <ul style="list-style-type: none"> Establish a system for tracking MWBE participation in projects and report progress to internal and external stakeholders. Regularly review and evaluate the effectiveness of MWBE inclusion efforts and adjust as needed. Fair Evaluation Process: <ul style="list-style-type: none"> Ensure that MWBE subcontractors are evaluated fairly based on their qualifications, capabilities, and competitive pricing. Avoid biases in the selection process and provide feedback to unsuccessful MWBE bidders to help them improve. Legal Compliance: <ul style="list-style-type: none"> Stay updated on local, state, and federal regulations regarding MWBE participation and ensure compliance with all relevant laws. Promote Inclusivity: <ul style="list-style-type: none"> Actively promote a culture of inclusivity and respect within the company and among project teams. Encourage open dialogue and feedback from MWBE subcontractors to address any issues they may face. Community Engagement: <ul style="list-style-type: none"> Engage with the local community and MWBE organizations to understand their needs and concerns and to provide opportunities for involvement.
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<p><i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i></p>	<p>Playground Specialists's guide on how we will market this contract upon award is as follows:</p> <ol style="list-style-type: none"> Understand Client Needs: Research and understand the unique needs and preferences of target clients. Determine what type of playground equipment, features, and services are most likely to appeal to them.

		<ol style="list-style-type: none"> 2. Highlight Our USP (Unique Selling Proposition): Clearly articulate what sets our playground company apart from competitors. This will include, but will not be limited to superior quality, innovative designs, safety features, experience, or a unique design approach. 3. Leverage Our Portfolio: Showcase past projects through a portfolio that includes high-quality images from well-known clients. Emphasize successful projects that align with the client's needs. 4. Online Presence: Update our website with information about the new contract, including project details, objectives, and how potential clients can contact us. Ensure the website is user-friendly and mobile-responsive. 5. Social Media Marketing: Promote the new contract on social media platforms where target clients are active. Share project updates, images, and relevant content to create anticipation and engagement. 6. Email Marketing: Send personalized emails to existing client base and leads, informing them about the new contract. Highlight the benefits and value we can offer. 7. Networking: Attend industry events, trade shows, and conferences to connect with potential clients. Build relationships with key decision-makers who may be interested in our services. 8. Local SEO: Optimize our website for local search engine optimization. Use relevant keywords and location-based SEO strategies to ensure we appear in local search results when clients are looking for playground equipment services in our areas. 9. Collaborate with Industry Partners: Partner with landscape architects, construction firms, or other industry professionals to expand our reach. They can refer clients to us or collaborate on projects. 10. Client Testimonials: Collect and display positive testimonials from past clients to build credibility and trust with potential clients. 11. Content Marketing: Create and share valuable content, such as blog posts, articles, and videos related to playground equipment, safety, and design. 12. Follow Up: Maintain open lines of communication with potential clients and respond promptly to inquiries. Provide the information and support they need to make an informed decision.
	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p>Playground Specialists team is extremely experienced in leveraging contracts with the public market. Our inhouse training program includes:</p> <ol style="list-style-type: none"> 1. Pre-Training Assessment: <ul style="list-style-type: none"> • Begin by assessing the existing knowledge and skills of the sales and customer service teams. Identify any gaps in their understanding of the new contract and related products or services. 2. Contract Overview: <ul style="list-style-type: none"> • Provide an in-depth overview of the new contract, including its scope, objectives, key features, and deliverables. Explain how it aligns with the company's overall goals and values. 3. Product and Service Knowledge: <ul style="list-style-type: none"> • Ensure that the sales team is well-versed in the company's playground equipment and services related to the contract. Cover product specifications, safety features, and customization options.

		<p>4. Customer Service Procedures:</p> <ul style="list-style-type: none"> Train customer service representatives on the specific procedures and protocols related to the new contract, such as order processing, warranty claims, and support services. <p>5. Market Analysis:</p> <ul style="list-style-type: none"> Equip the sales team with information on the market segment or target audience for the new contract. Discuss market trends, competitors, and the unique selling points of the company's offerings. <p>6. Sales Techniques:</p> <ul style="list-style-type: none"> Provide sales training that focuses on effective selling techniques, such as consultative selling, objection handling, and relationship-building. Role-play scenarios to practice these skills. <p>7. Presentation Skills:</p> <ul style="list-style-type: none"> Teach sales representatives how to deliver compelling presentations that highlight the benefits and features of the new contract. Provide them with presentation materials and templates. <p>8. Pricing and Contract Terms:</p> <ul style="list-style-type: none"> Familiarize the sales team with pricing structures, payment terms, and any specific terms and conditions related to the contract. Ensure they can explain these details clearly to potential clients. <p>9. Product Knowledge Assessment:</p> <ul style="list-style-type: none"> Conduct assessments or quizzes to evaluate the sales team's product knowledge and their ability to communicate the key features of the contract effectively. <p>10. Role-Specific Training:</p> <ul style="list-style-type: none"> Tailor training sessions to the specific roles of sales representatives/project managers and customer service agents. <p>11. Mock Sales Scenarios:</p> <ul style="list-style-type: none"> Create mock sales scenarios and customer service inquiries related to the new contract. Use role-playing exercises to help our teams practice their skills and apply their knowledge. <p>12. Ongoing Support and Feedback:</p> <ul style="list-style-type: none"> Offer ongoing support through regular meetings, mentorship, and opportunities for team members to ask questions or seek clarification. <p>13. Feedback Mechanism:</p> <ul style="list-style-type: none"> Create a feedback loop for the sales and customer service teams to provide input on what's working, what's not, and what additional training or resources they need.
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		14. Evaluation and Certification: <ul style="list-style-type: none"> Conduct evaluations or assessments at the end of the training to ensure that team members have acquired the necessary knowledge and skills. Provide recognition for successful completion of the training.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Yes, we agree
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	Playground Specialists and each included dealer agency is 100% able to provide monthly sales reports as required for the Equalis Group
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	Playground Specialists is the holder of the current H-GAC PR11-20 contract and also utilizes the current Sourcewell contract #010521-LTS thru PlayPower.
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	If awarded this contract, Playground Specialists will immediately begin a marketing campaign designed to inform all new, existing, and targeted clients about the new contract. In addition to being promoted as a vehicle to satisfy the bid process for them, the contract will be shown as the most comprehensive contract available with the most complete catalog of products and services available at discounted prices!
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	<p>Playground Specialists employs 8 outside sales representatives/project managers throughout Maryland, Virginia, Washington DC, and West Virginia. See attachment J for Playground Specialists territory maps and contact info.</p> <p>Other dealer agencies included in this submission include:</p> <p>Dave Bang Associates – California & Arizona Playmore – Florida Midstates Recreation – Ohio, Michigan, Indiana, and Kentucky Northwest Playground Equipment – Washington, Oregon, Alaska, Hawaii, and Montana Playground Solutions of Texas – Texas Starr Recreation – Colorado & Wyoming Ultiplay – Massachusetts, Connecticut, Vermont, New Hampshire, Rhode Island, and Maine Next Generation Recreation – Missouri, Kansas, and Nebraska Pelican Playgrounds – Louisiana & Mississippi</p>

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

See attachment I

PROPOSAL FORM 4: CLEAN AIR WATER ACT

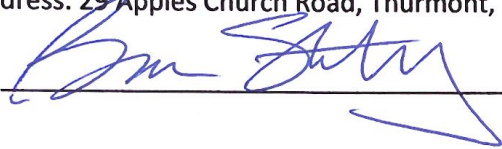
I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Playground Specialists, Inc.

Title of Authorized Representative: Brad Stokley – VP of Sales

Mailing Address: 29 Apples Church Road, Thurmont, MD 21788

Signature: _____



PROPOSAL FORM 5: DEBARMENT NOTICE

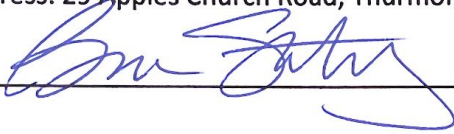
I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Playground Specialists, Inc.

Title of Authorized Representative: Brad Stokley – VP of Sales

Mailing Address: 29 Apples Church Road, Thurmont, MD 21788

Signature: _____



PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

10/22/2023

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.


Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.



Signature of Respondent

10/22/2023
Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.


VENDOR – Playground Specialists, Inc.

ADDRESS - 29 Apples Church Road
Thurmont, MD 21788

PHONE - 800-385-0075

FAX - 301-271-9239

RESPONDANT



Signature

Brad Stokley

Printed Name

VP of Sales

Position with Company

AUTHORIZING OFFICIAL



Signature

Jeff Barber

Printed Name

President

Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1095028

Date Filed:
11/15/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Playground Specialists, Inc.
Thurmont, MD United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Education Service Center, Region 10

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP# R10-1159
Parks and Recreation Equipment and Related Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Brad Stokley, and my date of birth is 07/01/1979.

My address is 4825 Champlaine Drive, Jefferson, MD, 21755, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Frederick County, State of Maryland, on the 15th day of November, 20 23.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree?



(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree?



(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a **"resident Bidder"**
☒ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.) Maryland

<u>Playground Specialists, Inc.</u>	<u>29 Apples Church Road</u>	.
Company Name	Address	

<u>Thurmont</u>	<u>MD</u>	<u>21788</u>	.
City	State	Zip	



PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating 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 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree?  _____

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? _____



(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts 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. Vendor 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 Vendor agrees that it shall comply with such provision.

Does vendor agree? _____




(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

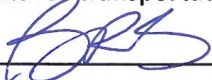
Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? 
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor 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 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? 
(Initials of Authorized Representative)

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 subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? 
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? 

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor 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.

Does vendor agree?  _____

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree?  _____

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor 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 recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? 

(Initials of Authorized Representative)

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, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? 

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? 

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? 

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree?



(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

Does vendor agree?



(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Playground Specialists, Inc.

Company Name



Signature of Authorized Company Official

Brad Stokley

Printed Name

VP of Sales

Title

10/22/2023

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating 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 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? Yes

(Initials of Authorized Representative) 

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? Yes

(Initials of Authorized Representative) 

2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? Yes

(Initials of Authorized Representative)



3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? Yes

(Initials of Authorized Representative)



4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? Yes

(Initials of Authorized Representative)



5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? Yes

(Initials of Authorized Representative)



6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? Yes

(Initials of Authorized Representative)



7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? Yes

(Initials of Authorized Representative)



8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? Yes

(Initials of Authorized Representative)



PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or subcontractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.


Signature of Respondent

10/22/2023

Date

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Playground Specialists, Inc.

Street: 29 Apples Church Road

City, State, Zip Code: Thurmont, MD 21788

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

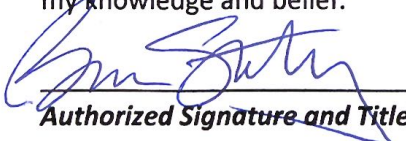
OR:

I Brad Stokley, an authorized representative of Playground Specialists, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Jeff Barber	11700 Whates Lane, Thurmont, MD 21788	100%

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



Authorized Signature and Title

VP of Sales

10/23/2023
Date

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

N/A - no sales in NJ

State of New Jersey

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey
My commission expires _____, 20____

SEAL

PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Playground Specialists, Inc.

Street: 29 Apples Church Road

City, State, Zip Code: Thurnont, MD 21788

N/A - no sales in NJ

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
2. A photo copy of their Certificate of Employee Information Report _____
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form _____
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed _____

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

VP of Sales
Authorized Signature and Title

10/22/2023
Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

Signature of Procurement Agent

N/A - no sales in NJ

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used "as-is", subject to edits as described herein.
 - e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

5. individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature

Printed Name

Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ____ of ____

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability Partnership

☒ Corporation

☐ Limited Partnership

☐ Limited Liability Corporation

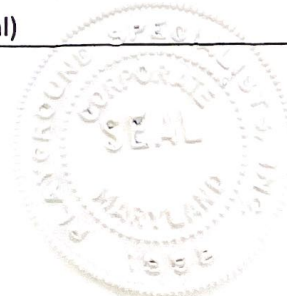
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Jeff Barber	Name:
Home Address: 11700 Whates Lane Thurmont, MD 21788	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>15th</u> day of <u>November</u> , 2023	
(Notary Public) <u>Jennifer Ryan</u>	<u>Brad Stokley</u> (Affiant)
My Commission expires: <u>4/6/27</u>	<u>Brad Stokley - Vice President of Sales</u> (Print name & title of affiant)
	(Corporate Seal)

Jennifer M. Ryan
Notary Public-Maryland
Frederick County
My Commission Expires
April 6, 2027



PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions

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

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- ☒ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

11/15/2023
Date


Vice President of Sales
Authorized Signature & Title

R10-1159 Questions and Answers

The deadline for submitting questions has passed. All questions and answers related to this RFP are published below.

Equipment and Supplies and Accessories:

<i>Question</i>
Are backpacks, duffle bags, tote bags, and fanny packs are included?
<i>Answer</i>
Backpacks, duffle bags, tote bags, and fanny packs may be included as value add items, however they are not within the scope listed on page 7 of Section 1 of the RFP, and therefore cannot be the bulk of a vendor's offer.

Verifiable list price location

<i>Question</i>
For competitive reasons, we do not post our prices on our website. How can we verify our prices? Can we provide a link to our price sheet
<i>Answer</i>
Vendors may insert their pricing into Attachment B, provide an accessible link to the pricing, or otherwise provide their pricing in a way that is auditable and verifiable.

(No Subject)

<i>Question</i>
Is it necessary to fill out and notarize proposal 16 & 17 if we're not located in NJ?
<i>Answer</i>
Vendors who intend to do business in New Jersey and Arizona must fill out the forms specific to those states as provided. Vendors who do not intend to do business in New Jersey or Arizona may

leave the forms specific to those states blank if they wish.

I am not finding any info on actual product or services to quote

Question

I've reviewed all the attachments referencing Opportunity R10-1159 in BonFire in the links and all I am seeing are proposal forms, certification requirements, etc. All the typical admin forms for RFP submittals. My questions is - what exactly am I bidding? There's a "proposal due date" indicated of 11/10/23 but I am not finding any specifications on products anywhere....what am I missing?

Answer

The scope is described in RFP Section 1 on page 7. As stated on that page Region 10 is requesting vendors respond with their entire catalog related to that scope, as this RFP is for indefinite quantity/indefinite delivery of parks and recreation equipment and related services to the national Equalis membership. As such, we are not looking for specific products for one specific job.

Price list for Catalog Discount option

Question

Please let me know each one is the price list form for: Catalog Discount option? Can you please send me a sample of what is needed on price list? thank you

Answer

The price list is meant to be flexible to be used however makes the most sense for your offering. Vendors should feel free to leave columns blank if they are not needed. As stated in Section 1 of the RFP under Pricing, pricing structures may be flexible as long as they are clear and auditable.

Examples of Custom Projects

Sophie & Madigan's Playground

- Large custom castle facade
- Custom pumpkin carriage
- Custom flamingo freestanding slide
- Custom card soldiers
- Custom spinning had
- Custom rubber design work

Dunkirk District Park

- Custom lighthouse tower
- Custom Tennison boat
- Custom boardwalk

Madison Manor Park

- Custom 5 – 12 age and 2 – 5 age tree structures

Sandy Point State Park

- Custom crab shack
- Custom crab climber
- Custom pelican wave climber
- Custom sand dune climber with rope net



SOPHIE & MADIGAN'S
PLAYGROUND







DUNKIRK DISTRICT
PARK PLAYGROUND





W. B. TENNISON

MADISON MANOR
PARK PLAYGROUND







SANDY POINT STATE
PARK PLAYGROUND





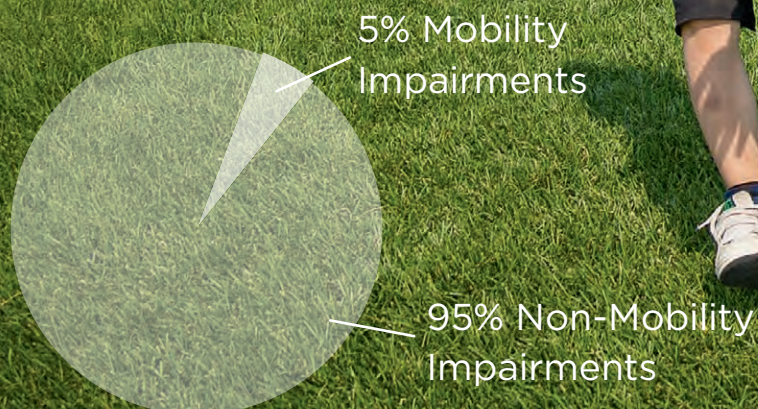




12%* of the U.S. population has a severe disability that affects at least one function of daily living. This group of people does not live in a vacuum; they have children, parents, siblings, and grandparents who are involved in their daily lives. Therefore **36%** of the population, or 1 in 3 people, is touched by severe disability.

*Kaiser Family Foundation 2012.

Mobility Versus Non-Mobility Impairments



US Dept. of Education

“

A nation's greatness is measured by
how it treats its weakest members.

– Mahatma Ghandi

”



“

... and its children.

– Playworld

”

Inclusion matters

It's not just about people with disabilities; it's about everyone enjoying and sharing in the holistic benefits of play—**physical, sensory, and social**.

It's about the family of a child with a disability, the typically developing child, and the parent or grandparent with a disability who wants to take a child to the playground.

Inclusion is more than access—it's about being a part of something. It's about making a difference in the lives of others. Because it's the right thing to do.

Why create an inclusive playground?

Because everyone deserves an opportunity to join in and play. It offers play experiences for everyone—the chance to be involved with one another, to make new friends, to be encouraged, to overcome a challenge and to learn compassion and empathy.

Inclusive playgrounds are built on the foundation of existing playground guidelines, but go beyond them to facilitate engagement between children.

What's the difference between access and inclusion?

An accessible play area means that a child who uses a wheelchair can get into it. If it is **inclusive**, then the play activities have been selected and laid out in such a way that the child in the chair can engage with children of different abilities while they play.

Why isn't ADA enough?

The main effect of The Americans with Disabilities Act (ADA) on the playground is allowing someone in a wheelchair to get to the equipment.

That's a great start, but inclusion goes further and offers ways to engage people of all abilities with one another once they are there.

Learn how easy it is to bring an inclusive playground to your community.





Contents

9	The Journey to Inclusive Design
11	8 Keys to Inclusion
12	Key to Inclusion: Physical, Sensory, and Social
14	Key to Inclusion: Multiple Levels of Challenge
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20	Ground-based Play
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23	Product Example per Level of Challenge
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26	Playground Ratings
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30	Inclusive Playscape Idea Starter
33	Learn More
34	Inclusive Workshops and Next Steps

“Do unto others...” is an important principle to live by, but it doesn’t help a playground designer or buyer take specific steps toward an inclusive playground. Our goal was to develop step-by-step techniques that a decision maker can use to move the needle on inclusive play for any playground.



The Journey to Inclusive Design

How Playworld Got Here

2010

Playworld partners with *Let Kids Play*, a Pennsylvania-based firm that designs accessible playgrounds, and reviews and recommends toys for children with disabilities.

- Holds play day to observe and analyze children of all abilities interacting with our playground equipment

2011

A cross-functional team of six experts assembles in Cleveland, OH to establish basics of inclusive play on the playground. The group tours Preston's Hope playground.

- First draft of inclusive play guidelines written, and sent for national and international peer review

2012

The document is redrafted and sent for national and international public comment. Document revised again and published as the *Inclusive Play Design Guide™*.

- Playworld initiates ongoing commitment to meet with our product development team, resulting in products such as the Cozy Cocoon™, Balance Trax, and Triumph™ Climber

2013

Launch of in-depth inclusive play training and certification process for employees and partners.

- Development of multiple resources and tools to assist in design
- Categorization of products by play richness and challenge level

2014

Playworld develops continuing education courses, establishing its own CE program.

- "Inclusive Play: Designing Outdoor Environments for Everyone," available as in-person presentation or online
- "Designing for All Abilities: Playground Beyond the ADA"—a 3-hour, hands-on inclusive play workshop

2015

A first in the industry, Playworld distills our years of experience into an inclusive playground evaluation process. This assesses the layout on formalized inclusive criteria (See page 24).

2016

Offered online inclusive play training to community advocates. Six modules that lead to Certified Inclusive Play Designer.





Inclusion isn't just about access. It's about making a difference in the lives of others.

There are 8 principles of inclusive play design that have the biggest impact.

Small but mighty, these 8 Keys unlock barriers for children and people of all ages and abilities to engage with one another through play.

8 Keys to Inclusion



Physical, Sensory, and Social

Create a rich play environment by offering a diverse range of activities across all three categories.



Multiple Levels of Challenge

Choose equipment with a wide variety of challenge levels to provide appropriate involvement for everyone.



Grouping of Activities

Invite engagement between children of different abilities by locating similar activities close to one another.



Elevated Play

Make high decks a destination point with engaging play so everyone wants to climb or wheel themselves up there.



The 'Coolest Thing'

Identify the piece of equipment that you think children will be most excited about. Make sure that this activity is usable by everyone.



Pods, Rooms, and Zones

Develop specialized areas of play. This allows choices by a child who may be overstimulated by a noisy or very active area.



Unitary Surfacing

Surfacing can be divided into two groups: loose and unitary. Unitary surfacing allows people in wheelchairs to get to the play activities easily.



Routes and Maneuverability

Routes through the play area should be wide enough for people in wheelchairs to pass one another, and to enter, turn, and exit without difficulty.



Key to Inclusion: Physical, Sensory, and Social

Goal: Provide a rich play experience

The goal of the playground is to provide a rich, inclusive play space where children of all abilities can grow and learn. To do this, we have categorized our products as being physical, sensory, or social. It is possible for a piece of equipment to have more than one attribute, and even all three. Each type of play is crucial to any child's development.

The total play experience should include activities from each category. Having a mixture of all three helps to create an exciting and more inclusive playground for all children.

There are many types of play in each category.

PHYSICAL PLAY

- Spinning
- Sliding
- Swinging
- Rocking
- Climbing
- Crawling
- Upper Body
- Balancing
- Jumping and Bouncing
- Running, Walking, and Rolling
- Movement experienced from a wheelchair

SENSORY PLAY

- Tactile
- Auditory
- Visual
- Cozy Spaces
- Interaction with Natural Features

SOCIAL PLAY

- Social Interaction
- Cooperative Play
- Dramatic and Imaginative Play
- Loose Parts

Examples of Physical, Sensory & Social



Wildwood Climber

Physical: Climbing

Sensory: Tactile and Cozy Place

Social: Dramatic and Imaginative Play



Unity® Steppers

Physical: Climbing and Balancing

Social: Dramatic and Imaginative Play



Tripple Racer Slide™

Physical: Sliding

Social: Interaction



Roller Slither Slide

Physical: Sliding

Sensory: Tactile (Rollers provide a full body tactile experience)



Hoopla Swing

Physical: Swinging



Babble-On

Sensory: Auditory

Social: Cooperative Play



Hatched Egg

Physical: Climbing

Sensory: Tactile and Cozy Space

Social: Dramatic and Imaginative Play



Concerto

Sensory: Auditory and Tactile

1 2
3

Key to Inclusion: Multiple Levels of Challenge

Goal: Offer a growth activity for everyone

We all prefer to be challenged at our own level, not a level someone else has decided is appropriate for us. Offering opportunities to advance and grow provides the child with the decision of when to attempt the next level of challenge.







Key to Inclusion: Grouping of Activities

Goal: Invite engagement between children of different abilities

Grouping similar types of play equipment with varying levels of challenge together encourages children of different abilities to be in proximity to one another. This increases the chances that children will become familiar with one another, leading to understanding and empathy.

Grouping of Activities

-  Balancing
-  Climbing
-  Spinning
-  Swinging

Triumph™ Climber
Level 1-3 Climbing

Medium PlayWeb®
Level 3 Climbing

Tower Boulder
Level 3 Climbing

Playground Rating: A

Squaw Creek Campground Park, Marion, Iowa
Playworld Rep.: Fry & Associates

Balance Trax Dunes
Level 1 Balancing

Picnic Boulder
Level 2-3 Balancing

Log Hops
Level 2 Balancing

AeroGlider™
Provides a movement experience without leaving a chair.

Tire Swing
Level 2, 3 Swinging

Accessible Swing
Level 1 Swinging

Swings
Level 1-3 Swinging

Vortex
Level 2 Spinning

Cozy Cocoon™
Level 1 Spinning

RockBlocks® Climbing Tunnel
Level 2 Climbing

Twister
Level 3 Spinning

Note: Swings of different types are placed together.



During a study* conducted before and after renovations at this park, visitors were asked how improvements impacted their park behaviors. The changes sparked positive behavioral outcomes such as increases in users and use, ease of use, winter use, activity variety, physical activity, and improved access for visitors with disabilities. Over 50% stated that they stayed longer, visited more frequently, and engaged in a wider variety of activities since the renovations.

SHADE

Children on certain medications cannot be exposed to the sun for long periods of time. Shade allows children to play longer on the playground.

SENSORY

Activities that provide tactile, visual, and auditory stimulation.

SOCIAL

Opportunities for dramatic and imaginative play, and social interaction.

* Andrew J. Mowen, Ph.D. and Benjamin D. Hickerson, Ph.D. *Do Park Investments Make a Difference?*
Results from a park renovation study at Allentown's Cedar Creek Parkway, March, 2012

Playground Rating: A+

Cedar Creek Parkway, Allentown, PA
Playworld Rep.: George Ely Associates

SEATING

Children can only stay as long as their parents are comfortable. Benches are provided to make sure that parents will stay as long as possible.

PERIMETER FENCE

Helps contain children on the autism spectrum who might otherwise become overstimulated and run into harm's way.

PHYSICAL

Climbing, sliding and bouncing types of activities.

ORIENTATION PATH

Allows children to assess the amount of physical, sensory and social engagement they can expect. Offers a safe zone where a child may retreat to in the event of overstimulation.

All-inclusive Dedication to Play



Sharing on the playground and working to earn money for their school—Augusta Evans' students learn life skills inside and out.

For Augusta Evans School in Mobile, Alabama, the new school building was a welcome update. But with limited budget, the project did not include a playground. Teachers and administrators knew they had to fill the gap.

Augusta Evans School is specialized—serving only kids with cognitive and physical disabilities. Children with special needs are more prone to obesity and diabetes. And children with ADHD and/or autism need outlets for excess energy. The benefits of play were not optional here.

So fundraising began. Volunteers hosted golf outings, sold bricks, and reconditioned Mardi Gras beads for resale. Principal Allen Baggett launched a speaking tour of local organizations, barbecues, biker clubs—anywhere people were standing still. And people responded, including a major donation from the Rotary Club of Mobile.

Then came the next challenge: finding the right partner to build a playground for kids with special needs.



Playground Rating: A

Augusta Evans Elementary, Mobile Alabama

Playworld Rep.: Playworld Preferred

Principal Baggett researched all the options locally, regionally, and nationally. He talked to lots of people. Then he chose Playworld. "I needed someone who specialized in play," he says. "This playground needed to be great."

Baggett worked with Warren Schlender, Playworld rep in Marietta, Georgia. "Warren came to see the school and meet the kids," Baggett says. "He got a sense for what we needed, and gave us ideas, options, and a plan."

The result is lots of fun and exercise for the kids, and lots of specialized features to accommodate diverse abilities. In fact, the playground is A-rated for inclusivity, thanks to a full range of activities, challenge levels, cozy spaces (for sensory relief), transfer stations, and wheelchair access.

Principal Baggett highlights other features, too, including the surface material. "A lot of our kids have

challenges with getting around. Between that and potential falls, I like knowing our kids are safe."

The NEOS® 360°—an electronic challenge game with lights and touch pads—is a center of attention, prompting lots of friendly competition. "It wears them out," Baggett says. "It wears me out!"

The playground gets rave reviews from students and teachers alike. It's helped everyone make the emotional transition to the new school, and it helps the kids focus in class—so they can get back outside for more recess.

It took a lot of hard work to bring the power of play to the Augusta Evans kids. But considering the physical, emotional, and social benefits, we'd say it was well worth the effort.

A low-angle, close-up photograph of a young child with dark hair, wearing a bright yellow t-shirt with a graphic print, climbing a large, curved blue slide. The child is looking down with a focused expression. Another child in a floral shirt is partially visible behind them. The background shows a clear blue sky with some clouds.

Ground-based Play

While children love the experience of height, there needs to be a reason for children to go up. When including high play events, there should be more than just a slide at the top. In addition to ramps for access, panels, telescopes, or other fun activities, give the climb a sense of reward at the end.

Consider designing your inclusive playground around ground-based play events. This maximizes your funds and space to use on play events, not ramps. You can still give children the opportunity to experience height through trails and slides on hills overlooking the playground and stand-alone climbers.



**The NEOS® 360
Accessible offers a
thrilling, interactive,
and cooperative
experience for
every child.**



1 2
3

Everyone at His or Her Level

We rate our equipment by challenge level that can be used in developing and designing playgrounds.

Level 1 equipment offers the most support, has a seat back or handholds, or is at ground level to enable all children to be on the playground.

Level 2 equipment decreases the level of support and requires a more developed skill set while enhancing and building more control and mastery. Can be higher to reach, require more body strength, etc.



















Level 3 equipment often doesn't provide support and relies on a child's skill to further hone and control their physical movements. Can be higher, provide specialized routes requiring more advanced motor planning, etc.



Unity SpinR

Level 1, 2, and 3 Spinning

Product Example per Level of Challenge

Activity	Challenge Level		
	1	2	3
Spinning	 <p>Spin Cup</p>	 <p>Vortex</p>	 <p>Spintastic</p>
Swinging	 <p>Accessible Swing Seats</p>	 <p>Single Post Swing (Belt Seat)</p>	 <p>Sky Rail</p>
Climbing	 <p>Unity® Steppers</p>	 <p>Beanstalk Climber</p>	 <p>PlayWeb®</p>
Crawling	 <p>Moon Rock Climber</p>	 <p>Nature-Themed Log Tube</p>	 <p>Single Flex Tread Climber</p>
Upper Body	 <p>Unity® Dome</p>	 <p>Unity® Canopy</p>	 <p>Sky Swivels</p>
Balancing	 <p>Balance Trax</p>	 <p>Lily Pods</p>	 <p>Canyon Crossing</p>

1 2 3

Playground Equipment Solutions:

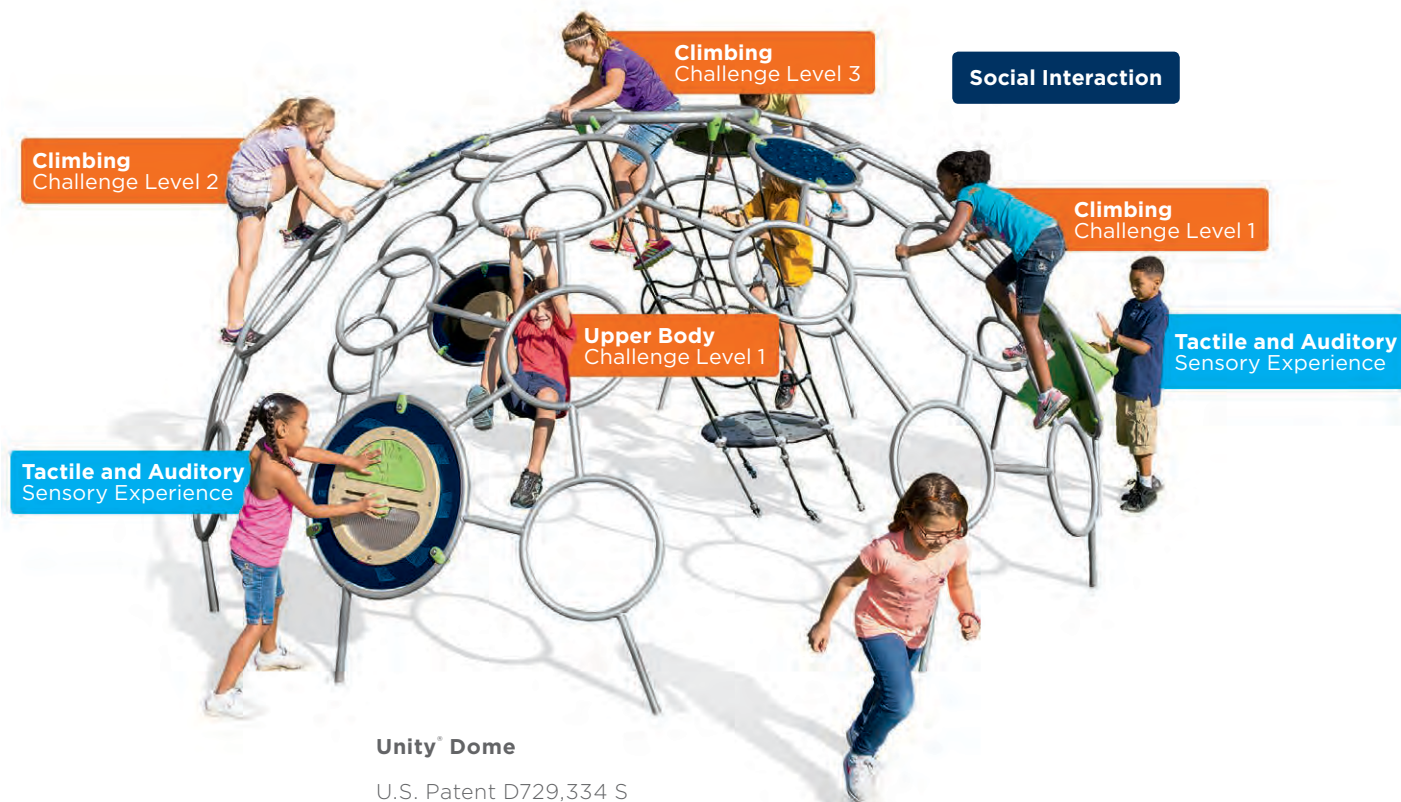
Multifunctional Design Does Double (and Triple) Duty

When the budget or the space is tight, think about equipment that has multiple challenge levels and inclusive intents. This way of looking at equipment ensures that there is a connection between the needs of children, and the dollars and space used.

Physical Play

Sensory Play

Social Play



1 2 3



The Unity Dome provides physical activity with three levels of climbing, crawling, and upper body activities, as well as tactile and auditory sensory experiences with the optional Sensory Connections (shown), and social interaction.

Cruise Line™

U.S. Patent D728,721 S



The Cruise Line provides all three types of play richness: a physical rocking motion experience that accommodates children of all abilities, social interaction and cooperative play, and a tactile encounter with molded features. Challenge level varies by a child's ability to stand, sit, or lie down.



Triumph™ Climber



The Triumph Climber provides all three levels of challenge, as well as a tactile experience. Textured handholds enable climbing with upper body strength, and strategically located handles aid with transitions, pulling up and turning around. An easy transfer station and cradled deck shape prevent falls and provide a cozy perch. Also offers easy access for caregivers to assist and play.

Playground Ratings

Every playground can be assessed for inclusion. There are several ways that a playground can become more inclusive with some simple changes. See pages 28-29 for an example of a “before and after” showing how equipment layout can make a big difference in creating an inclusive playground.

Playworld's Inclusive Playground Rating System

We rate playground layouts based upon principles found in the *Inclusive Play Design Guide™*:

- A+** Layout is inclusive and considers the needs of children on the autism spectrum
- A** Layout is inclusive
- B** Layout could be made inclusive with minor changes
- C** Almost any playground can be made inclusive with enough money and space. If we believe that more than 50% of the current design would need to be changed to make it inclusive, then it is rated as C.

Playground Rating: A

West Park, Nampa, ID

Playworld Rep.: Recreation Today







Inclusion at Any Price Point

New Perspective on Creating Inclusive Playspaces

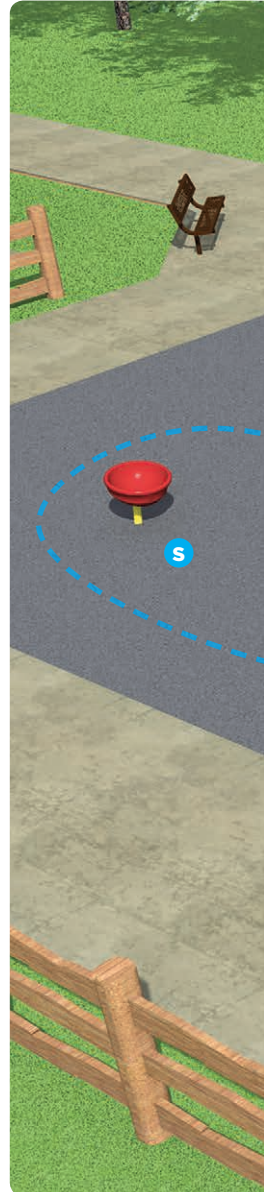
You can make a difference at any price point. An inclusive playground does not need lots of ramps and fancy equipment. Much can be accomplished by thoughtful decisions about levels of challenge and equipment location. Children of differing abilities playing in proximity increases the possibility of understanding, which leads to empathy and acceptance.

Existing Layout



In the example above, the original playground layout has a central play structure with freestanding equipment placed around it.

Not bad, but we can make it better.



Revised Layout

In this layout, the central play structure has been flipped with the spinner now facing to the left, and the transfer station to the right.



To prompt engagement between children of different abilities...

S

Spinners of varying challenge levels are now grouped together.

C

Climbers of varying challenge levels are now grouped together.

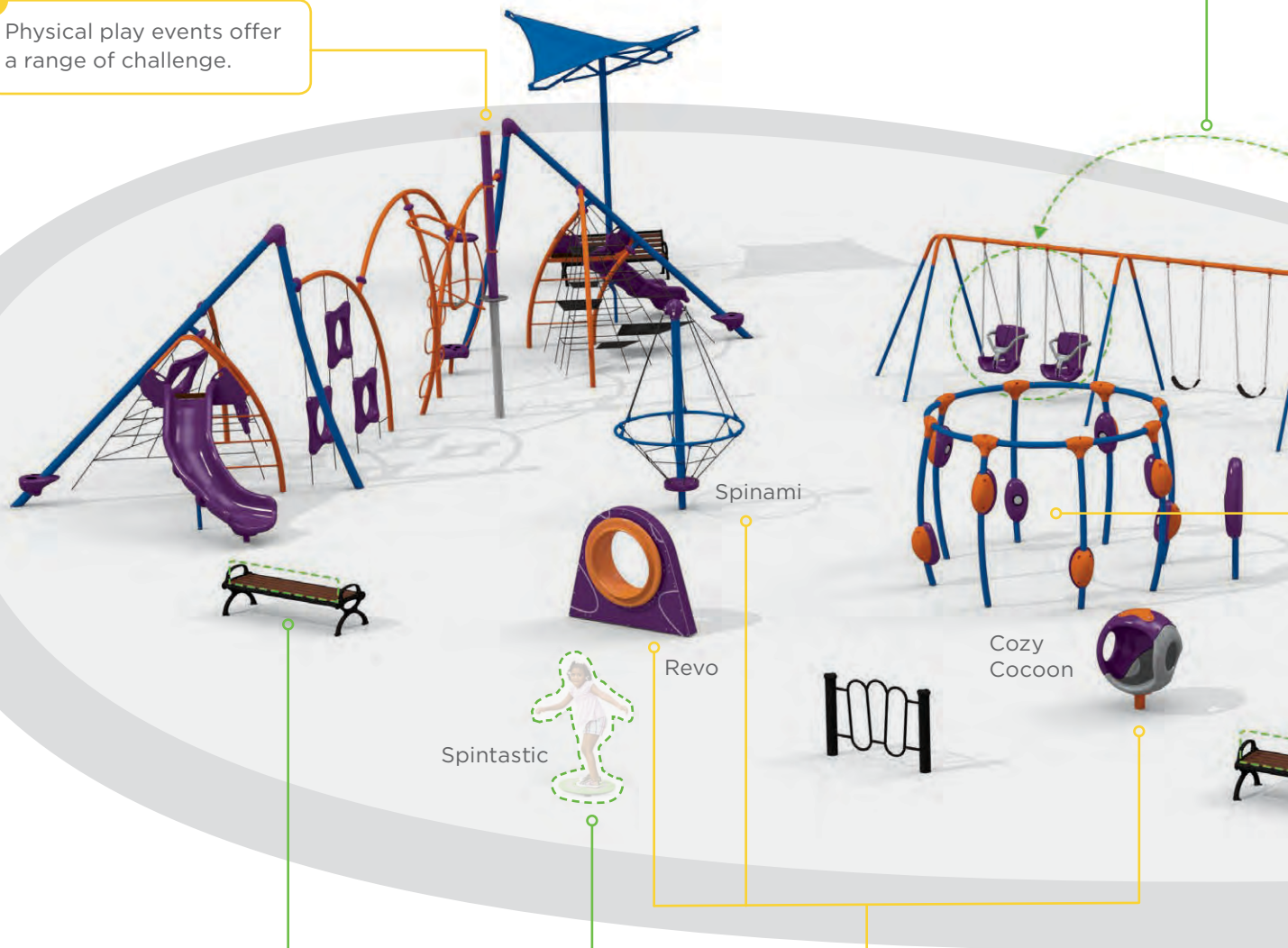
Contact your local Playworld representative for a playground assessment.

Inclusive Playspace Idea Starter

This playground shows some great ideas put into action. We describe what works, and how to make it even better.

This playspace design incorporates physical, sensory, and social play, using fourteen different types of play activity. They include auditory, tactile, cozy spaces, cooperative, pretend, climbing, spinning, jumping, and running, plus amenities to support parents and caregivers.

Physical play events offer a range of challenge.



Change backless benches to benches with backs. Many adults (with and without disabilities) cannot sit for long periods without a backrest. If adults are comfortable, children will be able to stay and play longer.

Cozy Cocoon™ is a level 1 spinner, and both Revo and Spinami are level 2.

Add to the range of spinning activity levels with Spintastic, a level 3 spinner.

Existing feature

Idea for increasing inclusion

Move the accessible swing seats to the middle of the set. Without incurring extra cost, this makes a statement that children with disabilities are in the middle of the play activity.

Some medications cause sensitivity to the sun. Knowing shade is provided can make the difference between some people going to the playground and not going at all.



NEOS® offers sensory, physical, and social play—all on its own.

NEOS is the coolest activity* on the playground, and is accessible to all.

Create a linear pattern in the surfacing to add a level 1 balancing activity.

Put a path around the playground to offer a child on the spectrum an opportunity to review the play area, and as a safe place when things get too busy.

***Coolest Activity:**

Nothing magnifies the differences between children more than having the most attractive piece of equipment be inaccessible to some of them.



Learn More

We've developed a variety of resources to assist you on your journey to make your inclusive playground a reality:

Play Richness Flashcards

Each card explains how various types of play activities benefit child development and lists specific play equipment that provides that type of play.

8 Keys to Inclusion

Quick reference sheet highlighting 8 main considerations to keep in mind when designing your inclusive playground.

Designing by Disability

Quick reference about well-known disabilities and the developmental needs of children with those disabilities.

Inclusive Play Design Guide™

A step-by-step guide on incorporating inclusive play principles into an existing or new playground, including design tips.



Inclusive Presentations for Continuing Education

The following workshops can be brought to your office. Credits will be reported for AIA, ASLA, and NRPA members where applicable.

Inclusive Play: Designing Outdoor Environments for Everyone

Every child who comes to the playground should be able to enjoy developmentally and age-appropriate play. This presentation provides an overview of inclusive playground design, emphasizing the importance of a child-focused planning process.

AIA 1.0 LU/HSW Credit, ASLA 1.0 PDH/HSW,
NRPA .1 CEU Equivalent (good towards maintaining CPRP, CPRE or AFO).

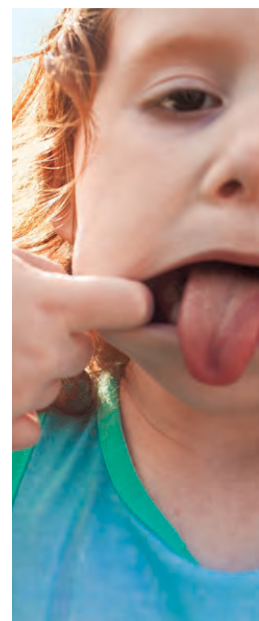
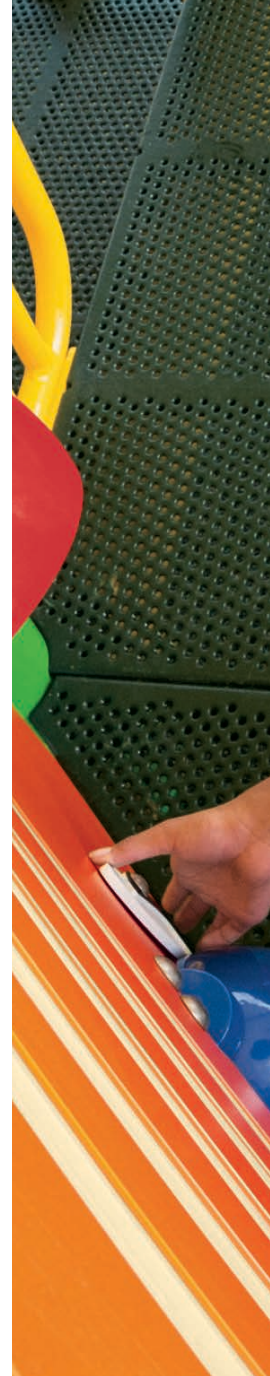
Workshop: Inclusive Play

This is a half-day, hands-on design workshop. The participant will understand inclusion as a series of deliberate decisions that need not add cost, and be able to demonstrate to others the 8 key principles of inclusive playground design. The workshop begins with a presentation of key inclusive principles, then leads participants working in teams through a design of an inclusive playground.

AIA 1.0 LU/HSW Credit, ASLA 1.0 PDH/HSW, NRPA .1 CEU Equivalent
(good towards maintaining CPRP, CPRE or AFO).

Next Steps

[Playworld.com/Training](https://playworld.com/Training)









Your authorized Playworld representative is:



1000 Buffalo Road, Lewisburg, PA 17837-9795 USA

Phone: +1.570.522.9800 Toll-free: 800.233.8404

Playworld.com     

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The Inclusive Playground

— *A Rewarding Challenge*

By Maria Feske

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Inclusive Play versus Accessibility

Twenty-five years ago, the United States adopted the Americans with Disabilities Act (ADA). This law is a milestone, protecting people with disabilities from discrimination. It includes, among others, protected areas for workers and public transport, but also public squares, parks and playgrounds. It is a valuable law, protecting our human rights. The ADA changed something – in the minds, on the streets and in parks, but also in the design of individual play equipment.

Considering the diverse range of companies that manufacture playground equipment or play a part in planning a new playground area, it becomes clear that we must first understand what ADA compliant, and hence the law, means. Furthermore, what does it mean when we say that a playground is accessible and what should you take into account when you want to design an inclusive play area.

What Does ADA Compliant Mean?



Referring to a playground as “ADA Compliant” is no longer meaningful. As of 2015, the ADA regulations are no longer just guidelines; they are the law. What that means is that all new and renovated parks must have an accessible path leading to the playground. There must be nothing blocking the path.

Playgrounds must meet all standards and rules of the ADA; thereby all play equipment of a certain size must have transfer stations installed. These stations enable a child to move, or transfer, from his or her wheelchair on to the play structure, providing an easy climbing challenge for the child. The use of a transfer station enables a child in a wheelchair to reach play equipment such as a slide.

Another aspect of the law regulates the number of play activities that are up high and the number that are at ground level.



To be protected by the ADA, one must have a disability, which is defined as a physical or mental impairment that substantially limits one or more major life activities; a person who has a history or record of such an impairment, or a person who is perceived by others as having such an impairment.

A play area is defined in the standards as a “portion of a site containing play components designed and constructed for children. “A play component is defined as “an element intended to generate specific opportunities for play, socialization, or learning.”

Accessible Playgrounds versus Inclusive Playgrounds

A playground should be the center of attraction for the whole community.

A 100% accessible playground goes one step further than the ADA. It would offer no restrictions to any group of users, enabling everyone to get to and move all around the playground. Children in wheelchairs could, for instance, reach the highest point of a structure via ramps. A 100% accessible playground provides full access to a group of users, but it does not take into account the diversity of the community. Playgrounds must challenge a child, addressing not just accessibility but also age appropriateness, social development and stimulate the senses. Simply giving a child using a mobility device access to play equipment doesn't make it a fun and challenging experience.

We must also ensure inclusion, where different groups of children and teenagers, with or without disabilities, can meet, experience and get to know each other. The ramps alone would not make this connection possible; they are merely an accessibility device and do not by themselves lead to engagement with other children.

Accessible playgrounds are meant to be easy for children in wheelchairs or who use other mobility devices to maneuver to and around.



An inclusive playground contains human diversity; featuring barrier-free attractions while still offering attractions for children with ADHD – who, for example, experience great advancements when physically active such as when climbing – or children with Down's syndrome, sensory processing, visual impairments, or other physical and developmental issues.

An inclusive playground is accessible, but it is not continuously barrier-free in the traditional sense. An inclusive playground includes a balance of play experiences for all abilities, achieving parallel play as much as possible. These challenges for all parties are necessary for the development of social and cognitive skills.

This brochure provides practical examples and ideas to use when designing a global inclusive playground.

Designing an Inclusive Playground

Inclusive play spaces, accessibility, inclusive play; these words typically bring to mind an image of a child in a wheelchair.

Playgrounds surrounded by sand, with many high edges and without ramps, are simply inaccessible to such a child. And even if suitable play equipment is available, this child must rely on constant support. However, accessibility is only a small part of what really makes a playground inclusive.

Inclusive play spaces are actually quite varied and their design considers human diversity. They do more than merely compensate for "deficits."



Creating the ideal inclusive play space requires a wide range of play and usage options. When planning, you need to take into account all types of abilities, physical and mental, as well as developmental. For instance,

- The space should enable different sensory experiences and provide motor challenges in different gradations. This way, your design will address as many different capabilities as possible.
- Offer large and small, younger and older users alike the opportunity to pursue and build on their personal interests, skills, and strengths.

- Enable children to embrace and experience their commonalities and differences as autonomously as possible and in close proximity.

In this way, a playground can be a meeting place, space where people – children and their parents or caregivers – can learn from and with each other. Side by side, they compensate for or overcome social and structural barriers.

The planning and design process should address as many abilities as possible in addition to children using wheelchairs. It is not about "leveling down" nor is it necessary to remove every sandbox so that a child with limited mobility does not notice that he or she cannot run.

The opportunities of one child often present barriers to another. For example, a pull-up bar, accessible for a child in a wheelchair, can represent a barrier for a child who is visually impaired. Since the bar cannot be "touched" with the child's white cane, there might be a change in the floor structure to mark this activity. Or, a sensory pathway with different floor coverings – a fun experience for a child who is visually impaired – can create a barrier for those in wheelchairs, overcome by taking a different path.

Designing a play space to be inclusive means considering different needs. Barrier-free components can be part of an inclusive playground design, offering challenges and a more robust play experience.



Using Paths and Railings in the Inclusive Playground

A paved path and railing facilitates access for children with disabilities and helps meet ADA regulations. Yet, step-free access to paved paths on the playground site offers an advantage to many children.

Let's look at how paths and railings can enhance the play experience for a child with a visual impairment.

- A path that runs from one play area to another can provide orientation and autonomous play.
- A paved path increases the sense of safety for a child who is visually impaired.
- Integrating a railing – a very tightly stretched rope, for example – may make the use of a cane unnecessary, freeing the child's hands for climbing.
- Attaching tactile symbols to the railing can tell a child what play equipment he or she is standing next to, such as a swing, for example.
- The structure of the path can, for instance through a usual road traverse, have a signal effect for children who are visually impaired, or certain structures may point out risk areas, the demarcation of the climbing equipment, or the beginning of an open space.

A traverse means the lateral change of a path structure, which marks the beginning of the roads in cities; they can be "felt" with the white cane.



When smaller steps are used, these should be made recognizable with height contrast for children with severe visual impairment or other ability issues.

Railings offer so much more than simply providing something for children to hold. A railing enables different design options. For instance, railings can have an interesting, varied structure, with acoustic elements, turntables with interesting patterns or sliding elements made of different materials.

Such sensory elements bring added value to traditional equipment as well. They invite toddlers, people at the appropriate stage of development, and people with sensory impairments to play together, since the sensorimotor experience represents the beginning of active play. This calibrates various sensory functions (sight, hearing, and touch) as well as motor skills fine and gross (gripping, rubbing, and tapping).

Barrier-free Options in the Inclusive Playground

A wheelchair is a mobility aid, plain and simple, used for various disabilities. It has no compensatory or therapeutic purpose.

An inclusive playground should offer additional and active play options for children in wheelchairs. Paved paths that allow an autonomous access are helpful in this instance.

Barrier-free elements could include, for example, sand playing surfaces at different heights, rubber mats as bridges, and shallow ramps. The child can use these to access the higher levels of climbing equipment. Climbing devices that rely primarily on upper body strength are also possible.

Rope playground equipment with built-in seats is very accessible to children in wheelchairs. Nest swings, originally designed for therapeutic purposes, are popular, too. The

spacious lying area often enables children with and without disabilities to swing together. A majority of the children in wheelchairs can, want to and should leave the wheelchair during the games.

Playground equipment should encourage children to leave the wheelchair when possible.



The Inclusive Potential of Rope Play Equipment

Inclusive play spaces are not simply about eliminating barriers. They are meant to enable a variety of play encounters and challenges. Rope playground equipment combines different difficulty levels in a single play element. For instance,

- Younger children can test their motor skills in narrower sections of a game unit. Older children or young adults who like to climb (including those with mental disabilities) can romp in sections with larger distances between the ropes.
- Incorporating hammocks into the design enables children with strong physical impairments the opportunity to participate in the action. If the movements of the climbing children also transfer to a flat surface, a true sense of community can result.
- Another strength of this type of equipment lies in the motor challenge that they pose. For instance, children with ADD or ADHD benefit from the need to concentrate on their movements. At the same time, they can burn off a lot of their overwhelming energy by using their whole body.



ADD and ADHD are Attention Deficit Disorder and Attention Deficit and Hyperactivity Disorder. The characteristics include significant problems in maintaining the attention over a longer period of time (ADD), and an elevated, hard to suppress urge to move (ADHD). These conditions can lead children to long-term social and professional disadvantages. In the context of playing, or when there is a great interest in an activity, it is possible to observe a significant relaxation of symptoms. Such experiences do not work only as exercises related to the ability to concentrate; they also have a positive effect on the expectations of self-efficacy of these children.

Children with hearing impairments can move across the different levels while maintaining eye contact with the other children or their caretakers outside the equipment. The transparency of the rope playground equipment enables them to use sign language when playing and not feel obliged to speak to draw attention to themselves.



Many people who are deaf experience discrimination when they speak. Often, their mental capabilities are underestimated. The German Society for Sign Language and Communication of Deaf People ("Gesellschaft für Gebärdensprache und Kommunikation Gehörloser e.V.," or GGKG) advocates for the recognition of sign language as a minority language. Another stance of the GGKG is that the ability to communicate non-verbally promotes a positive self-image for those who are deaf.

"Entry Points" in the ground level facilitate getting in and out of the wheelchair. These should be between 11" (280mm) and 24" (610mm) tall so that children can leave the wheelchair and safely use seesaws, turntables, and swings, which often have backrests to stabilize the upper part of their bodies.

A 3D net structure has no prescribed entry or exit point; it is up to the child to decide where to enter, enabling decision-making and problem-solving skills. Traditional play equipment is much more rigid, having prescribed exit and entry points and a transfer module for children using mobility devices. Other side of the structure. If a child with limited mobility does not have the strength to get on the structure, he or she at a minimum can hold the rope and feel its movement. There is no opportunity to do this with traditional play equipment.

For children with a visual impairment, a low rope climbing course in which the individual climbing elements are connected, or a play net, could mean a new play experience altogether. They can climb close to the ground or in a space secured by net mesh without fear, leading to experiment and mastering greater challenges.

With rope play equipment, for every action, there is a reaction. As one child is climbing the rope structure, it causes a reaction to the other side of the structure. If a child with limited mobility does not have the strength to get on the structure, he or she at a minimum can hold the rope and feel its movement. There is no opportunity to do this with traditional play equipment.



Structure and Retreat Areas on an Inclusive Playground

Designing an inclusive play space means considering different needs.

There are children who find it difficult to be around other people, or require a longer break time, such as children with autism spectrum disorder (ASD). Children with ASD often find it difficult to get involved with new environments, people, and relationships. Often, they are more interested in playing with objects than with other children. Their body awareness is often described as subdued, and generally, they are fond of repetitive movements.

Children with ASD prefer to have social experiences as a silent observer. Using elements that allow auditory, visual, and tactile sensory experiences can increase this child's interest in activity.

- Provide experiences of a certain intensity, through very high swings, for example, or a seesaw or merry-go-round.
- Often children with ASD prefer clear, straightforward structures and sequences, which reassures them. A path can be advantageous.
- Separate climbing, sensory, digging, and refuge areas can help them get involved in this environment and to try out the game. Individuals with an intellectual disability also benefit from a clear structure and clarity since this facilitates orientation, danger assessment and information intake.

Small playhouses that enable a view of the outside and are located outside of the hustle and bustle can serve as a place of retreat. It is possible to integrate elements that appeal to the senses in a targeted manner here, as well. Playhouses are also a suitable platform for role-playing. Through the imitation of experienced scenes, or complex, even imaginary stories, role-playing reflects and promotes the capability to recognize, understand, and engage in social roles in the world.



Inclusive Playgrounds – a Place of Coexistence

Play expresses the development stage of a person, not just their age. Age levels that are assigned specific behaviors result mostly from rule-development and are fully justified. However, they do not necessarily apply to a person with a physical or mental disability. Different stages of development go hand-in-hand with different play interests. When planning and designing an inclusive play space, the big challenge is to enable the pursuit of different interests for different body sizes and mobility levels.

Designing an inclusive playground means creating places where the openness, curiosity, and impartiality of children – with or without disabilities – makes clear the richness of co-operation and togetherness. Creating an environment that considers human dignity does not mean finding the lowest possible denominator. Rather, it means enabling the potential of a society in its entirety to experience and to benefit. This is a rewarding challenge.



Planning Example



of impact protection offer a number of possible uses. A mud table, half of which is embedded in sand, the other in rubber impact protection, has surfaces of varying heights, which results, for example, in simplified access for wheelchair users. A classic net swing is also part of the plan, with rubber impact protection beneath. A play house is envisaged for another part of the playground. Not only can this serve as a refuge, but with its sensomotor elements it also stimulates various senses, as well as giving very small children the opportunity to gain their first experience of playgrounds.

Berliner Seilfabrik formerly manufactured steel rope for the Berlin elevator industry, but for the past forty years plus, the company has focused exclusively on the design and construction of playground equipment. During this period, this mid-sized family business has created a comprehensive product range offering interesting and distinctive designs covering every aspect of outdoor play. Among the team are ten individuals who make up the Berlin Creative Center – architects, landscape planners, engineers and builders whose daily brief is to create individual solutions for the design of playgrounds and playground equipment. Whenever a new playground is under consideration, the concept of “inclusion” forms an integral part of the decision-making process.

For a project in Nordrhein Westfalen, Berliner Seilfabrik was asked to come up with a design proposal centering on “inclusion”, which is in keeping with the “design for all” philosophy. The result has been a playground concept in which a number of separate “play islands” are both divided from each other and connected to each other by various paths. Different types



Another part of the playground comprises a low-level rope course. The challenging nature of the low-level climbing elements does not only lure older children and youths from indoors, but additionally offers visually impaired children the opportunity to climb safely, as well as allowing children with hearing impairments to use sign language without hindrance. Naturally, the concept also allows for classic playground elements such as a slide or swing. All in all, a neighborhood playground for all is envisaged, where children and youths of all ages, both with and without disabilities, can come together and play, overcoming social barriers in the process.



Maria Feske is a nationally certified Occupational Therapist with many years of experience in working with children and adults with disabilities. She is the mother of a 4 year old boy and is currently working on her thesis to conclude her studies in Psychology. As a consultant for Berliner Seilfabrik, she and the team located in Berlin design playground concepts that are up to such special challenges.



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Greenville, SC 29607, USA

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Toll free: +1.877.837.3676
Fax: + 1.864.627.1178

www.berliner-playequipment.com
info@berliner-playequipment.com

To Whom It May Concern:

Dave Bang Associates, Inc is the leader of Park + Play Equipment in Arizona and California. We create captivating environments where deep human connection takes place, adventure is found, and an inclusive community is formed.

Dave Bang Associates, Inc is interested in partnering with Playground Specialists in Education Service Center, Region 10 ("Region 10 ESC") on behalf of itself and the national Equalis membership for the procurement of Parks and Recreation Equipment and Related Services for Proposal #R10-1159. Dave Bang Associates will provide all services that we currently offer to anyone that would like to utilize this bid in Arizona and California.

Thank you for the opportunity.

Regards,



John Wormell
President + CEO




1279 Hazelton Etna Rd. SW.
Pataskala, Ohio 43062
Phone: (614) 855-3790
Fax: (614) 855-1465
Email: info@midstatesrecreation.com

11/07/2023

Playground Specialists
29 Apples Church Rd.
Thurmont, MD. 21788

Re: RFP #R10-1159 for Parks and Recreation Equipment and Related Services

Midstates Recreation LLC. will work in cooperation with Playground Specialists Inc. to cover our region of the U.S., which includes; Indiana, Kentucky, Michigan and Ohio.


John B. Hobson
President



11/07/2023

Education Service Center, Region 10
400 E Spring Valley Rd
Richardson, TX 75081

RE: Request for Proposal #R10-1159 for Parks and Recreation Equipment and Related Services

To Whom It May Concern

This letter is to confirm that Next Generation Recreation is in agreement to join with Playground Specialists' proposal submission for coverage of the states of Kansas, Nebraska and Missouri and will abide by all discounts, pricing, and reporting as required for the following manufacturers:

Playworld
ExoFit
MyTCoat

Company contact info:
Next Generation Recreation
www.nextgenerationrecreation.com
info@nextgenerationrecreation.com
866-698-4672

Thank you!

Kevin D Marshall Jr
kevin@nextgenrec.com
816-447-0339



Northwest Playground Equipment, Inc.

Quality Playground Systems - Sports Equipment - Surfacing - Shelters - Site Amenities

November 8th, 2023

Education Service Center, Region 10
400 E. Spring Valley Road
Richardson, TX 75081

RE: Request for Proposal #R10-1159 for Parks and Recreation Equipment and Related Services

To Whom It May Concern

This letter is to confirm that Northwest Playground Equipment, Incorporated is in agreement to join with Playground Specialists' proposal submission for coverage of the States of Washington, Oregon, Idaho, Montana, Alaska and Hawaii and will abide by all discounts, pricing and reporting as required for the following manufacturers:

- Playworld
- Cre8play
- Earthscape
- ExoFit
- MyTCoat
- RCP Shelters
- Percussion Play

Sincerely,

NORTHWEST PLAYGROUND EQUIPMENT, INC.

Chris McGarvey
President



o: 155 Robert St. #242
Slidell, LA 70458
w: pelicanplaygrounds.com
t: 844.504.PLAY (7529)

November 7, 2023

Education Service Center, Region 10
400 E Spring Valley Rd
Richardson, TX 75081

RE: Request for Proposal #R10-1159 for Parks and Recreation Equipment and Related Services

To Whom It May Concern

This letter is to confirm that Pelican Playgrounds LLC is in agreement to join with Playground Specialists' proposal submission for coverage of the states of **Louisiana & Mississippi** and will abide by all discounts, pricing, and reporting as required for the following manufacturers:

Playworld
ExoFit
TrekFit
MyTCoat
Percussion Play

Company Contact Information:

Pelican Playgrounds
www.pelicanplaygrounds.com
info@pelicanplaygrounds.com
844.504.PLAY (7529)

Regards,

Lauren Knight

President
lknight@pelicanplaygrounds.com



10/26/2023

RE: National Bid

Dear Mr. Stokley,

Please accept this letter as authorization for Playground Specialists Inc. to partner with Playground Solutions of Texas Inc. on this bid. The manufacturers listed below have authorized PSTXI to provide and install their products and services throughout the State of Texas. We look forward to continuing our relationship with Playground Specialists.

Manufacturers:

Exclusive dealers in Texas:

Playworld

Earthscape Collections

Authorized dealer in Texas:

Safe Surf

Vitriturf

Sofsurfaces

Forever Lawn

Cre8play

USA Shade

Shade Systems

Wabash Valley

Paris Manufacturing

Barks and Rec

CTX

Exofit

Bison

Athletic Connection

Jensen

Regards,

Mike Howerton 
Playground Solutions of Texas Inc.
Director of Operations

mike@pstxi.com

972-837-3000

October 24, 2023

Education Service Center, Region 10
400 E Spring Valley Rd
Richardson, TX 75081

RE: Request for Proposal #R10-1159 for Parks and Recreation Equipment and Related Services

To Whom It May Concern

This letter is to confirm that Playmore Recreational Products and Services is in agreement to join with Playground Specialists proposal submission for coverage of the State of Florida and will abide by all discounts, pricing and reporting as required for the following manufacturers:

Playworld, Berliner, and ExoFit.

Regards,



Danny Flesher
General Manager

Playmore Recreational Products and Services
dannyf@playmoreonline.com



November 6, 2023

Education Service Center, Region 10
400 E Spring Valley Rd
Richardson, TX 75081

RE: Request for Proposal #R10-1159 for Parks and Recreation Equipment and Related Services

To Whom It May Concern

This letter is to confirm that Star Playgrounds is in agreement to join with Playground Specialists proposal submission for coverage of the States of Colorado and Wyoming and will abide by all discounts, pricing and reporting as required for the following manufacturers:

Playworld
Berliner
Earthscape
ExoFit
MyTCoat
RCP Shelters

Sincerely,

Erin Starr
COO, Star Playgrounds



November 7, 2023

Education Service Center, Region 10
400 E Spring Valley Rd
Richardson, TX 75081

RE: Request for Proposal #R10-1159 for Parks and Recreation Equipment and Related Services

To Whom It May Concern

This letter is to confirm that UtiPlay Parks & Playgrounds, Inc. is in agreement to join with Playground Specialists' proposal submission for coverage of the states of **Massachusetts, Connecticut, Rhode Island, New Hampshire, Vermont, and Maine** and will abide by all discounts, pricing and reporting as required for the following manufacturers:

Playworld
Berliner
Earthscape
ExoFit
TrekFit
MyTCoat
Percussion Play

Company Contact Information:
UtiPlay Parks & Playgrounds
www.utiplayus.com
info@utiplayus.com
866.575.PLAY (7529)

Regards,

Michael Parody

A handwritten signature in black ink, appearing to be "M Parody", written over a horizontal line.

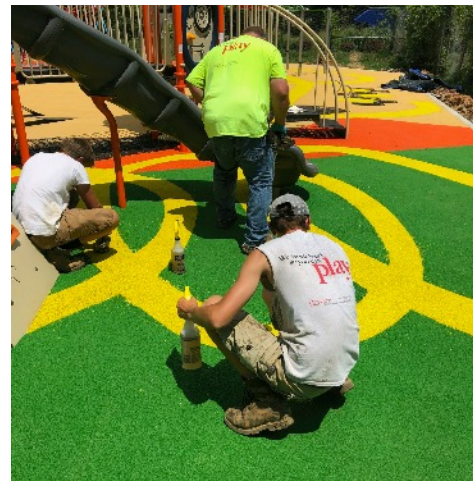
President
mparody@utiplayus.com

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playground Specialists Inc.

MAINTENANCE

Industry estimates blame poor maintenance for at least one-third of all playground related injuries. By creating an effective maintenance plan you can minimize risk, while maximizing the life span of your investment!

What to Look for on Your Equipment:

- **Check for Hazards:** Loose bolts, protrusions, entanglement hazards, head and neck entrapments and trip hazards
- **Proper Surfacing:** maintaining proper surfacing is one of the most important factors in reducing the likelihood of injuries. Inspect loose-fill surfacing for displacement, especially under swings and slide exits
- **Proper Equipment:** There are pieces of equipment that should not be used on public playgrounds (examples; swinging gates, trapeze bars and free swinging ropes). Display park rules and age designation on your park welcome sign
- **Fall Zones:** minimum of 6ft around all equipment, however, depending on movement involved many pieces require larger usage zones
- **Elevated Platforms:** ensure they have proper guardrails or barriers to prevent falls
- **Maintenance Plan:** create a schedule of preventative maintenance tasks based on high, mid and low frequency needs

PlaySpec Parts Catalog

Playgrounds need replacement parts for many reasons... constant use, vandalism, and sometimes the parts just reach the end of their life cycle. Now is the perfect time to work on maintenance while parks are closed. Most parts can be shipped same day! *Credit cards accepted!*



P-512 | \$50.00



P-505 | \$7.00



S-304 | \$125



P-502 | \$140.00



P-503 | \$60.00



P-500 | \$200

This box is perfect for your maintenance personnel. It includes the most common hardware for playground equipment that will work with any playground equipment manufacturer. Refill bags available

We have many common replacement parts in stock that can be shipped (or delivered) quickly! Swing parts, supplies for rubber patching, universal hardware kits and more!

Contact us for any parts that you may need for your playground. We have the best prices and quickest turnaround time to keep your playground operational all year long!

View our full parts catalog here:
[PlaySpec Parts Catalog](#)

TRIAX 2015

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PLAYSPEC

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Our experienced Project Managers work directly with the customer and our innovative PlaySpec Design Team to create play spaces that maximize budget while focusing on specific needs, safety, inclusivity and fun!



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PlaySpec was founded as an installation company so we understand the 'nuts and bolts'. Our installers are the best in the industry and do it all from site work to safety surfacing!



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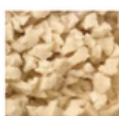
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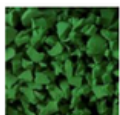
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by Amorim

a revolutionary surfacing
system for playgrounds made
from natural cork, a 100%
organic material.

CONTACT US:

800.385.0075

sales@playspec.com

www.playspec.com

- eco-friendly and sustainable
- made from bark of the cork oak tree which re-grows 15-18 times throughout its life
- lower surface temperature than other unitary surfaces
- excellent drainage capacity
- 5 year warranty

playSpec
surfacing



PLAYSPEC

Wood/Fiber

locally produced and certified by
IPEMA per ASTM 1292 and F2075.
Requires refilling and raking to
maintain impact attenuation



CONTACT US:

800.385.0075

sales@playspec.com

www.playspec.com

- engineered woodfiber for playgrounds
- lowest cost for certified surfacing
- simple installation
- meets current ADA and ASTM standards
(if maintained properly)

playSpec
surfacing

Attachment E



October 25, 2023

RE: Playground Specialists Inc
29 Apples Church Road
Thurmont, MD 21788

To whom it may concern:

Please accept this letter from Woodsboro Bank as a reference for the above-mentioned client.

Playground Specialists Inc has been a valued client of our institution since 1996. All loans and deposit accounts have always been handled in an exemplary manner. We can also confirm the strong character of CEO Amanda McGuire, CFO Ashley Barber, and President Jeffrey Barber.

Please do not hesitate to contact me directly at 301-898-4631 could I be of extra assistance.

Best regards,

David C Crum
Vice President/Branch Manager
Woodsboro Bank – Thurmont Office



Insurance Brokers *of* MARYLAND

October 25, 2023

Region 10 ESC
400 E. Spring Valley Road
Richardson TX 75081

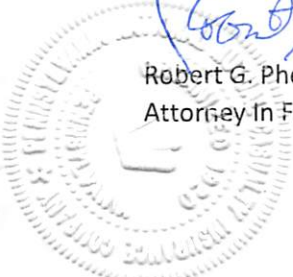
Re: Playground Specialists- Bond Program

To whom it may concern,
Playground Specialists, Inc. is a valued customer of Pennsylvania National Mutual Casualty Insurance Company. As of this writing, Pennsylvania National Mutual Casualty Insurance Company would be willing to consider specific bond requests made by you for single contracts of up to \$1.5 Million and a total aggregate program of up to \$10 Million.

Please bear in mind that any arrangement for bonds is a matter between Playground Specialists, Inc. and Pennsylvania National Mutual Casualty Insurance Company. We assume no liability to third parties, or to you, if for any reason we do not execute bond(s). Our willingness to issue bonds is subject to your submission of a specific bond request to us and our approval of the final contract documents, bond forms, verification of financing, and our standard underwriting requirements at the time the bonds are requested.

Sincerely,

Robert G. Phelan
Attorney-In-Fact



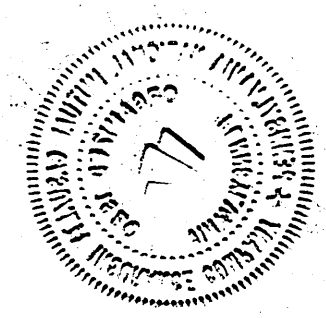
600 E. Main Street Extended
P.O. Box 1320
Emmitsburg, MD 21727
#301-447-2565 (Phone)



RECEIVED
JAN 10 1966

THE SECRETARY OF THE ARMY
WASHINGTON, D. C. 20315

FOR THE SECRETARY OF THE ARMY
WASHINGTON, D. C. 20315



PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

1393-1446

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint ROBERT G. PHELAN, BRIAN P. GIBSON, JAYME E. KOONTZ, DENNIS M. CORAPI AND FRED AGUILAR, ALL OF EMMITSBURG, MARYLAND (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF TWELVE MILLION FIVE HUNDRED THOUSAND DOLLARS ----- (\$12,500,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON APRIL 30, 2033, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, 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: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on April 26, 2023.



PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY


Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On April 26, 2023, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



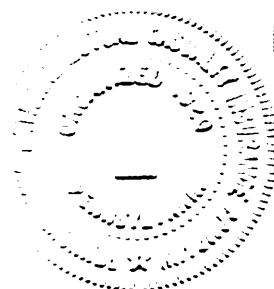
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2024
Member, Pennsylvania Association of Notaries


Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on 10/25/2023.


Vice President - Surety





History of Firm

Playground Specialists, Inc was started in 1998 as a 2-person playground and recreational equipment installation company by current owner and President Jeff Barber. Working all over Virginia, Maryland, and Washington DC, the company installed equipment of all major playground and recreational equipment brands until 2005. That year, Playground Specialists was chosen to be the exclusive dealer for Playworld equipment in the states of Maryland and West Virginia and the company started an accelerated expansion.

After 2005, Playground Specialists continued to grow rapidly, and the status and reputation of the company spread throughout the region. The company not only grew in revenue and profits, but greatly expanded its product offerings to include various types of safety surfacing (including poured-in-place rubber, tiles, engineered wood fiber, and artificial turf), site furnishings, shelters, fitness equipment, musical equipment, and more. The company made its name from being honest, reliable, providing the best customer service, and working harder than everyone else in the industry. Playground Specialists was awarded Organization of the Year by Playworld in both 2008, 2014, and 2018.

In 2016, Playground Specialists was given the opportunity to grow again when it took over exclusive dealer rights for Playworld sales in Virginia and Washington DC. The company continued to expand rapidly, hiring new office staff, sales representatives, and installers to meet the needs of customers.

In 2017, the Playground Specialists finished construction on a new 22,000 sq. ft. facility in its current location in Thurmont, Maryland with more office space, meeting rooms, a much larger warehouse, and a loading dock. Since then the company was awarded Playworld Organization of the year again in 2018 and has continued to expand product lines which now include Berliner Seilfabrik, Cre8play, Earthscape, Classic Recreation Systems, RCP Shelters MyTCoat, ExoFit, Trekfit, and Percussion Play! The company currently employs 8 outside salespeople, 3 dedicated CAD designers, 8 additional office staff members, and 5 full time installation crews consisting of more than 20 installers (not including 3 additional installation subcontractor crews). Since the beginning, Playground Specialists has completed over 5,000 new playground installations and 16 current employees are Certified Playground Safety Inspectors (CPSIs). Over the past 20+ years, Playground Specialists has become one of the premier playground and recreational equipment companies in the country!



Resumes Personnel

Jeff Barber, CPSI – Founder and President of Playground Specialists, Inc

Jeff started his playground career right out of high school, working as a playground installer in MD, DC, and Northern VA. In 1998, at age 22, Jeff started Playground Specialists as an installation company with just one employee. He has since grown the company into a large, successful, 40-person team. Although Playground Specialists serves Maryland, DC, Virginia and West Virginia, Jeff's career has taken him nationwide as an expert in the field with extensive knowledge in construction, design, installation, and safety. He was first certified as a CPSI (Certified Playground Safety Inspector) in 1996 and now is an instructor for the NRPA course. He is also one of 2 people that recently developed a new NRPA sponsored Playground Maintenance Course and has traveled to teach this new course throughout the country. Jeff is still involved with every aspect of PlaySpec; meeting with customers, scheduling all installations, helping with custom project designs, ordering construction materials and more.

- Certified Playground Safety Inspector 1996-present
- Member of CPSI exam committee since 2012
- Member of the CPSI certification committee since 2014
- NRPA member and CPSI instructor since 2016
- Co-creator and instructor for the Playground Maintenance Course and certification offered by NRPA
- Organized and taught Playground Construction School around the country for 6 years
- Board of Directors and Treasurer for the International Playground Contractors Association from 2002-2010

Ashley Barber-Chief Financial Officer

Ashley is the daughter of our Founder, Jeff Barber. She graduated from the University of Maryland in 2013 with her bachelor's degree in Family Science. She has grown up in the playground industry and joined the family business in 2016. She diversified herself in our design department, order entry/finance department and HR departments. In 2022, she was promoted to Chief Financial Officer. Ashley manages all accounts payable and receivable. She also manages our Order Entry team to ensure all projects are ordered correctly and ship on time.



Recreation Design & Installation, Site Amenities and Safety Surfacing

Brad Stokley, CPSI – Vice President of Sales

Brad graduated from James Madison University with his bachelor's degree in computer information systems. He joined the PlaySpec team in 2009 as a sales representative managing projects in multiple counties in Maryland and is 5 times CPSI certified. In 2015, Brad was promoted to Sales Manager and in 2022 promoted again to Vice President of Sales. He now manages our 8 outside project managers, collectively covering MD, DC, VA, and WV. He is involved in each project from the quoting process to final completion, working with our sales team to best serve our customers, and joins project managers during presentations. He ensures pricing, timelines and contract requirements are met for each project.

Amanda McGuire, CPSI- Lead Designer/Marketing Manager

As the oldest daughter of owner, Jeff Barber, Amanda has been raised in the playground industry and started attending community builds at the age of 10. She joined the company full time in 2009 after studying AutoCAD design locally at Frederick Community College. She currently oversees the design and marketing team at Playground Specialists. As our lead designer she is involved in all aspects of the design process. Working closely with our project managers, she continues to push the design envelope and create unique play spaces that meet our customer's needs. Amanda is also a Certified Inclusive Play Design Specialist, focusing on bringing the ability and benefits of play to everyone! She prides herself on designing play spaces that allows children of all ages and abilities to grow and learn through physical, sensory, and social experiences. As marketing manager, Amanda is responsible for the planning, development and implementation of the company's marketing strategies and relations.

Jeff Hubbard, CPSI- Vice President of Operations

Jeff has been part of our Playground Specialists team for over 15 years. Prior to joining our team, he installed playgrounds for a separate company for over 10 years. He handles all pre-construction meetings, coordinates our installation crews, and keeps each project running smoothly. He personally attends pre-construction meetings to review projects and resolve any conflicts in scheduling or design. He also conducts site visits to monitor progress to ensure deadlines and safety requirements are met.

- Active in the playground industry since 1994
- Experienced in various manufacturers
- Experienced in various surfacing materials
- Consecutively recertified as a Certified Playground Safety Inspector (CPSI)
- CPR Certified
- Factory Certified Installer through Playworld
- Expert in standards and qualifications for the playground industry

800.385.0075 | sales@playspec.com | www.playspec.com

29 Apples Church Rd | Thurmont, MD 21788



Attachment H

Office: 800.385.0075

Fax: 301.271.9239

29 Apples Church Rd
Thurmont, MD 21788
www.playspec.com

Recreation Design & Installation, Site Amenities and Safety Surfacing

References

Maryland-National Capitol Parks & Planning Commission

Jeff Newhouse

Landscape Architect

6600 Kenilworth Ave

Riverdale, MD 20737

301-699-2480

jeff.newhouse@pgparks.com

Products sold – Over past 15 years + we have completed dozens of projects including design, site work, playgrounds, safety surfacing, outdoor fitness equipment, site furnishings, and shelters.

Recently Completed Projects: Summerfield Park (2023), Strathmore Local Park (2023), Marlboro Meadows Park (2021), Calverton Park (2021), Bowie Community Center (2021), Rollins Ave Park (2020), Woodstream Park (2019), Tantallon North Park (2019), Waring Station Local Park (2019), Cheverly Euclid Park (2016), Horsepen Park (2018), North Barnaby Park (2017), and Fox Run Park (2016)

Arlington County Parks, Recreation & Tourism

Jeremy Smith

Landscape Architect

2100 Clarendon Blvd

Arlington, VA 22201

703-228-1877

jdsmith@arlingtonva.us

Products sold – Over past 5 years + we have completed several large signature projects including design, site work, playgrounds, safety surfacing, site furnishings, and shelters.

Recently Completed Projects: Madison Manor Park (2021), Rosslyn Highlands Park (2021), Henry Clay Park (2020), Edison Park (2020), Oak Grove Park (2018)

Anne Arundel County Parks

Joshua Thomas

Parks Maintenance Supervisor

1 Harry S Truman Pkwy

Annapolis, MD 21401

410-222-7571

rpthom22@aacounty.org

Products sold – Over the past decade + we have completed nearly every new playground for Anne Arundel County including design, site work, playgrounds, safety surfacing, site furnishings, and shelters.

Recently Completed Projects: Quite Waters Park (2022), Crofton Park (2022), Downs Park (2021), Kinder Farm Park (2020 & 2018), Bell Branch Park (2020), Bachman Sports Complex (2019), Riverside Park (2019), Pumphrey Park (2018), Peninsula Park (2018), Maryland City Park (2017), Bacontown Park (2017), and Saw Mill Creek Park (2017)



Recreation Design & Installation, Site Amenities and Safety Surfacing

Office: 800.385.0075

Fax: 301.271.9239

29 Apples Church Rd
Thurmont, MD 21788
www.playspec.com

City of Manassas
Christen Fox
Operations Supervisor
9101 Prince William St
Manassas, VA 20110
571-221-6148
cfox@cimanassas.va.us

Products sold – Over the past 10 years we have completed numerous projects including design, site work, playgrounds, safety surfacing, site furnishings, and shade structures.

Recently Completed Projects: Weems ES Spin Station (2023), Walter Delisle Park (2022), Kinsley Mill Park (2019), George Round Elementary (2018), Byrd Park (2017), Weems Elementary (2017), Haydon Elementary (2020 & 2016), and Baldwin Elementary (2016)

City of Virginia Beach
Chad Morris
Planning Design & Development Administrator
2154 Landstown Rd
Virginia Beach, VA 23456
757-385-1100
cmorris@vb.gov

Products sold – Over the past few years we have completed numerous projects including design, site work, playgrounds, safety surfacing, site furnishings, and shade structures.

Recently Completed Projects: Lago Mar Park (2023), Fox Fire Park (2023), Woods of Avalon Park (2023), Witchduck Landing Park (2023), Charlestowne Lake South Park (2023), and Lake Placid Park (2023).

**Pictures of many of these parks can be views on the Playground Specialists Flickr account at:
<https://www.flickr.com/photos/98909949@N02/albums/page1>



11/15/2023

RE: Sole Source Letter

To Whom It May Concern:

This letter is to confirm that Playground Specialists is the exclusive authorized contracted sales representative for Playworld in the states of West Virginia, Virginia, Maryland and DC. Further, they are the exclusive agency to design, sell and install our equipment.

If I can be of further assistance, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink that reads "Kristi M. Teats".

Kristi M. Teats
Customer Service Manager
Playworld
kristit@playworld.com
570-522-5447

11/16/2023

To whom it may concern,

This letter is to confirm that Playground Specialists Inc is the exclusive distributor/reseller/installer of Berliner Play Equipment in the States of Maryland, Virginia, West Virginia and the District of Columbia.

Should you require further information please don't hesitate to contact me.

Kind Regards

Sarah Shepherd

Sarah Shepherd

Regional Sales Director-Eastern USA



November 15th, 2023

RE: Authorized Exclusive Sales and Distribution Representative in the States of Virginia, West Virginia, Maryland, and Washington, D.C.

To Whom It May Concern:

This is to acknowledge that Playground Specialists, Inc is the exclusive authorized sales representative and distributor of Cre8Play products, parts and services within the States of Virginia, West Virginia, Maryland, and Washington, D.C.

As a Cre8Play representative, Playground Specialists, Inc has the authority to bid and supply Cre8Play themed play environments and services.

Playground Specialists, Inc
29 Apples Church Rd.
Thurmont, MD. 21788
800.358.0075

Should you have any additional questions, please feel free to contact Cre8Play directly.

Thank You,

A handwritten signature in black ink, appearing to be "ND", with a long horizontal line extending to the right.

Nickolas Demetrakas
V.P. Operations



November 15, 2023

To whom it may concern,

This letter certifies that Playground Specialists is the exclusive representative of Earthscape Play in the territory of Maryland, Virginia, West Virginia, and DC.

Regards,

Robert Bartucci

Commercial Leader

EARTHSCAPE PLAY



November 15, 2023

Authorized Contracted Dealer

RE: Exclusive Agency- ExoFit Outdoor Fitness Equipment

To whom it may concern:

This letter is to confirm that Playground Specialists Inc. is the sole authorized contracted dealer for ExoFit Outdoor Fitness Equipment in Maryland, Virginia, West Virginia and District of Columbia.

Additionally, they are the exclusive agency to design, sell and install our equipment.

Please let me know if you need any further information.

Thank you,

A handwritten signature in black ink, appearing to read "DF", is positioned above the printed name and title.

Daniel Flesher
President

ExoFit Outdoor Fitness Equipment
10271 Deer Run Farms Road, #1
Fort Myers, FL 33966
800-527-0797



Wednesday, November 15, 2023

TO WHOM IT MAY CONCERN

I would like to confirm that Playground Specialist are the exclusive representatives of TREKFIT products in Maryland, Virginia, West Virginia, and DC

Sincerely

A handwritten signature in black ink, appearing to read "ET", with a horizontal line extending from the end of the signature.

Eric Tomeo
President



Percussion Play Ltd
Staple Ash Lane
Froxfield
Hampshire
GU32 1DJ

UK/ROW +44 (0) 1730 235180
USA/CAN +1 (866) 882-9170

info@percussionplay.com
www.percussionplay.com

To whom it may concern

Friday 17th November 2023

Dear Sir/Madam,

Playground Specialists Inc

We are pleased to confirm that Playground Specialists Inc. spec 29 Apples Church Rd, Thurmont, MD, 21788, is an authorized reseller and installer of Percussion Play Outdoor Musical Instruments in the States of Maryland, Virginia, West Virginia, and DC.

If you require any further information, please do not hesitate to contact us.

Kind regards,

Jeremy Jenkins
Sales Director
Jeremy@percussionplay.com



P.O. Box 1790 Whitney, TX 76692 Phone (855) 637-9616 Fax: 888-607-7259 Email: Info@mytcoat.com

Wednesday, November 15, 2023

To whom it may concern:

This letter is to inform you that Playground Specialists, Inc. is a representative in good standing with MyTCoat Commercial Outdoor Furniture. Playground Specialists, Inc. and MyTCoat Commercial Outdoor Furnishings has an exclusive agreement in the States of Virginia, Maryland, and Washington D.C.

Sincerely,

Troy R Stephens
Owner
MyTCoat Commercial Outdoor Furniture.

RCP Shelters, Inc.

Engineered Wood & Steel Park Structures

AITC Certified • AISC Certified

Shelters • Pavilions • Ramadas • Gazebos • Fabric Shades

Band Shells • Amphitheaters • Carousel Covers • Bridges

Dugouts • Mini Shelters • Kiosks • Trellises • Pergolas

Enclosed Shelters • Restrooms • Concessions

All Shapes, Sizes, and Options

Since 1957 • The Customer Friendly Company



November 15, 2023,

To Whom It May Concern:

This letter confirms that Playground Specialists, Inc is an authorized representative for RCP Shelters, Inc's entire line of products in Maryland, Virginia, West Virginia and Washington, DC.

Sincerely,

Bryce Cooper
Director, Business Development
772-288-3600
bryce@rcpshelters.com



CLASSIC RECREATION SYSTEMS, INC.

January 1, 2023

To Whom It May Concern:

Playground Specialists from Thurmont, MD is the exclusive distributor of Classic Recreation Systems, Inc. in the territories of Maryland, Virginia, West Virginia, and Washington DC. Furthermore, Playground Specialists can provide certified installation of our products.

Sincerely,

Mike Mootre

**National Sales Manager
Classic Recreation Systems**

30 Years of Classic Quality



11875 East Berry Drive
Dewey, Arizona 86327

928.775.3307 TEL
928.772.0858 FAX

www.classicrecreation.com
info@classicrecreation.com

90 County



State of Maryland

License

PLAYGROUND SPECIALISTS INC
29 APPLES CHURCH ROAD
THURMONT MD 21788

PLAYGROUND SPECIALISTS INC
29 APPLES CHURCH ROAD
THURMONT MD 21788

10134219

10249778

09211814

23

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
77	015	CONSTRUCTION FIRM (NOT FOR HOME IMPROVEMENT)	1	15.00
71	4.0	TRADER'S LICENSE	1	25.00

DATE OF ISSUE
MO DAY YR
04/26/2023

MONTHS PAID
12

ISSUING FEES	4.00		
TOTAL	44.00		AMOUNT PAID 44.00

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2024**

ISSUED BY

SANDRA DALTON, CLERK OF CIRCUIT COURT
100 WEST PATRICK STREET
FREDERICK, MARYLAND 21701 (301)600-1965

SKS

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

03-31-2024

NUMBER

2705159849

BOARD FOR CONTRACTORS

CLASS A CONTRACTOR

CLASSIFICATIONS RFC



PLAYGROUND SPECIALISTS INC

11700 WHATES LANE

THURMONT, MD 21788



Demetrios J. Mella
Demetrios J. Mella, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS RFC

NUMBER: 2705159849 EXPIRES: 03-31-2024

PLAYGROUND SPECIALISTS INC

11700 WHATES LANE

THURMONT, MD 21788



(FOLD)

(DETACH HERE)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV044443

CLASSIFICATION:
GENERAL BUILDING
SPECIALTY

PLAYGROUND SPECIALISTS INC
DBA PLAYGROUND SPECIALISTS INC
11700 WHATES LN
THURMONT, MD 21788

DATE ISSUED

AUGUST 06, 2023

EXPIRATION DATE

AUGUST 06, 2024

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
CORPORATIONS DIVISION



C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this ***CERTIFICATE OF REGISTRATION*** is hereby issued to:

Playground Specialists Inc.

Effective Date: 2/9/2016

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 2/9/2016 10:29 AM



Business and Professional Licensing Administration

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Muriel Bowser
Mayor

Tracking #: YhO1bRul



Factory Certified Installer

This certifies that **Playground Specialists, Inc** has successfully fulfilled the requirements and meets the criteria established by Playworld Systems, Inc. to become a factory certified installer for **Playworld Systems, Inc**

3/23/202

Expiration Date

Chad Willow

Product Support Manager

Josh Myers

Regional Sales Manager

CERTIFICATE OF COMPLETION

THIS CERTIFIES THAT

JEFF HUBBARD

Playground Specialists

has successfully completed the installer certification
course to be considered a Certified Installer for Berliner
Play Equipment

OCTOBER 19, 2022



Lukas Steinke, CEO
Berliner Seilfabrik Play
Equipment Corporation



Michael Ernst, Senior
Technical Manager
Berliner Seilfabrik Play
Equipment Corporation

PlayPower Academy

This certification of

Inclusive Playground Designer

is awarded to

Amanda McGuire

for successfully completing the course *Inclusive Play Training*.

05/10/2021

Issued Date

05/10/2024

Expiration Date



National Recreation and Park Association

Let it be known that

BRAD STOKLEY

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector



CHAIRPERSON



NRPA PRESIDENT AND CEO



Certified
Playground
Safety Inspector

March 09, 2022

DATE CERTIFIED

53826-425

CERTIFICATION NUMBER

April 01, 2025

EXPIRATION DATE



NATIONAL RECREATION
AND PARK ASSOCIATION

National Recreation and Park Association

Let it be known that

JEFFREY HUBBARD

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector



CHAIRPERSON



NRPA PRESIDENT AND CEO



**Certified
Playground
Safety Inspector**

January 06, 2022

DATE CERTIFIED

53148-225

CERTIFICATION NUMBER

February 01, 2025

EXPIRATION DATE



NATIONAL RECREATION
AND PARK ASSOCIATION

Playground Maintenance Course

THIS CERTIFICATE OF COMPLETION IS PRESENTED TO:

AMANDA MCGUIRE

BY THE NATIONAL RECREATION AND PARK ASSOCIATION
FOR SUCCESSFULLY COMPLETING THE PLAYGROUND MAINTENANCE COURSE

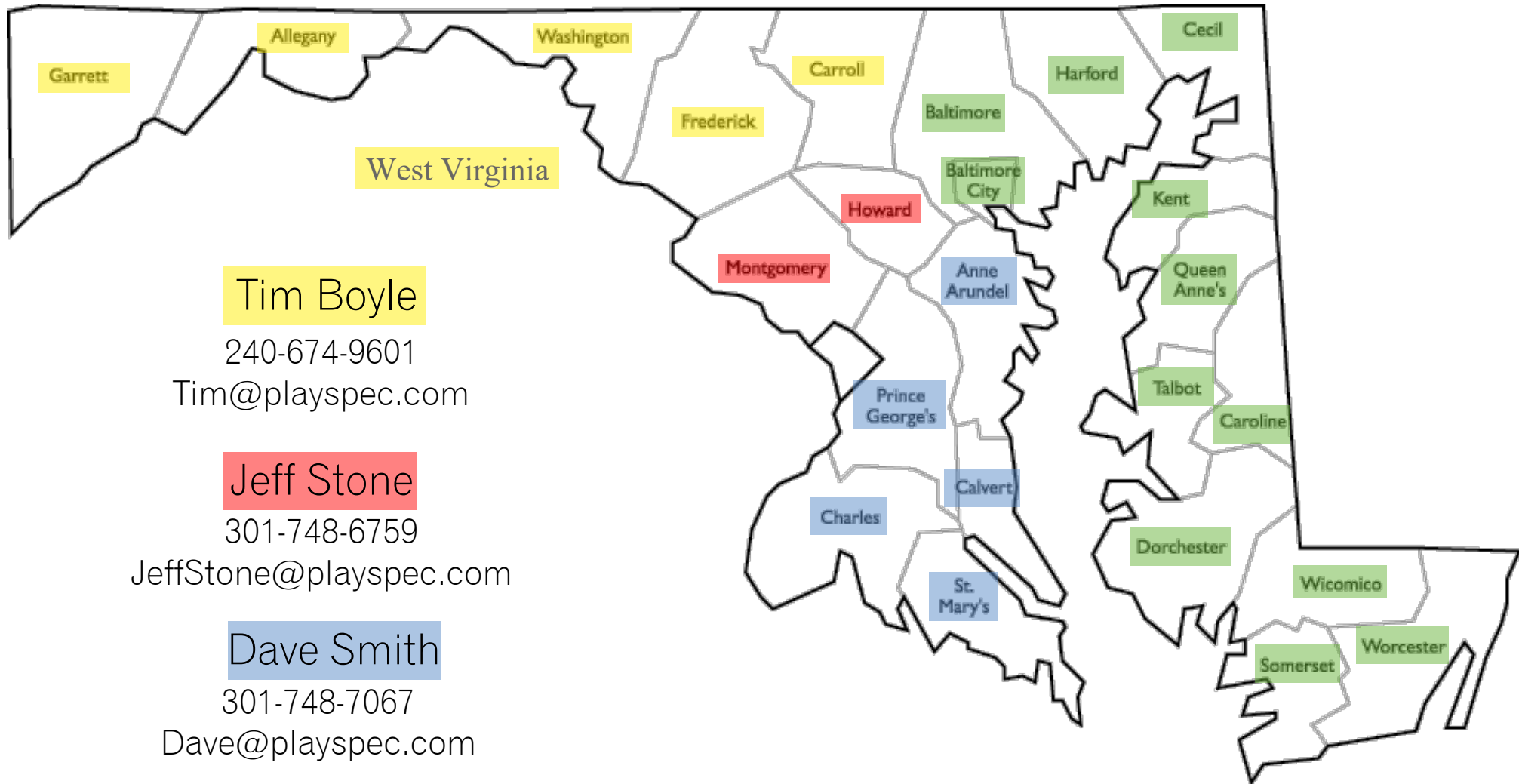
April 18, 2018



Barbara Tulipane, NRPA President and CEO



Attachment J



Tim Boyle

240-674-9601

Tim@playspec.com

Jeff Stone

301-748-6759

JeffStone@playspec.com

Dave Smith

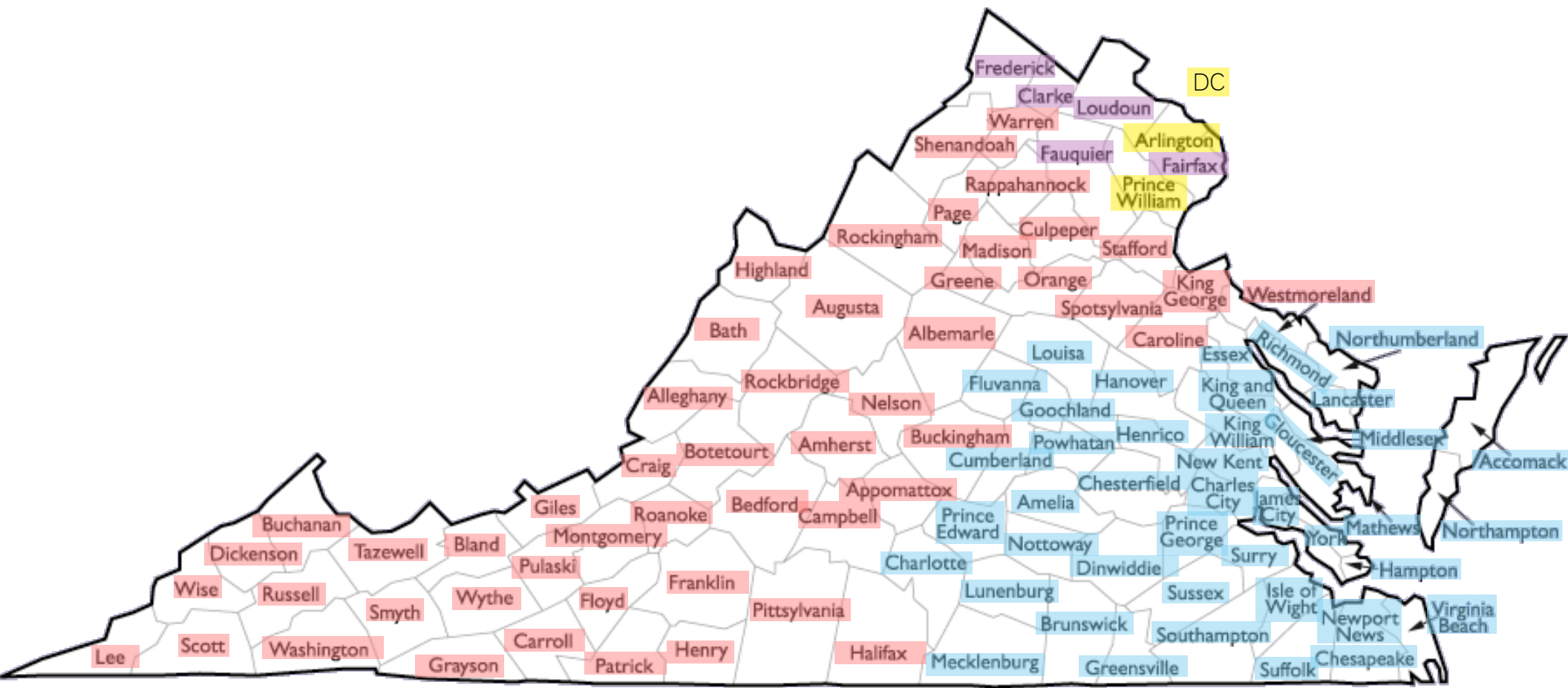
301-748-7067

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 29 Apples Church Road | Thurmont, MD 21788

Job Title		Email	Cell
Managers			
Jeff Barber	President	Jeff@playspec.com	301-748-3056
Ben Tilley	Vice President	Ben@playspec.com	301-748-6662
Brad Stokley	VP of Sales	Brad@playspec.com	301-748-9132
Ashley Barber	CFO	Ashley@playspec.com	240-285-6535
Amanda McGuire	Marketing & Design	Amanda@playspec.com	240-285-2376
Sales Team			
Dave Smith	Sales Rep	Southern MD	Dave@playspec.com 301-748-7067
Eric Black	Sales Rep	North/Eastern Shore, MD	Eric@playspec.com 301-748-6702
Evan Mynatt	Sales Rep	DC, Arlington & Prince William County, VA	Evan@playspec.com 202-567-0762
Jeff Stone	Sales Rep	Montgomery County and Howard County MD	JeffStone@playspec.com 301-748-6759
Kenny Bromfield	Sales Rep	Frederick, Clarke, Loudoun, Fauquier & Fairfax Counties, VA	KennyBromfield@playspec.com 301-748-0469
Joe Latham	Sales Rep	Southern/ Eastern VA	Joe@playspec.com 703-598-4601
Tim Boyle	Sales Rep	North/Western MD & West Virginia	Tim@playspec.com 240-674-9601
Kenny Distasio	Sale Rep	Western VA	Kenny@playspec.com 540-614-3854
Office Staff			
Jenni Ryan	Sales Support	Jenni@playspec.com	
Nicole Ruane	Design	Nicole@playspec.com	
Liz Marker	Design	Liz@playspec.com	
Danielle Bloxham	Order Entry	Danielle@playspec.com	



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[illegible]

Attachment K

Technology Insurance Company, Inc.

WC 99 00 01 B

1 of 2

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY

INFORMATION PAGE

Insured: **Playground Specialists Inc.**Policy Number: **TWC4227297****EXTENSION OF INFORMATION PAGE FOR ITEM #4
ITEM 4: SCHEDULE OF PREMIUMS**

Classification	# of Emps	Code No.	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
District of Columbia					
Landscape Gardening & Drivers	1	0042	1,000	3.29	33
Carpentry NOC	1	5403		3.90	
Salespersons, Collectors or Messengers—Outside	1	8742		0.12	
Clerical Office Employees NOC	1	8810		0.06	
Manual Premium					33
Total Manual Premium					33
Blanket Waiver 2% (\$250 Minimum)		0930			1
Premium for Increased Limits Part Two: 1.1% (1000/1000/1000)		9812			0
Total Premium Subject To Experience Modification					34
Experience Modification 80%					27
Premium Discount 9.6%		0063			-3
Terrorism 10%		9740			1
Catastrophe (other than Terrorism) 2%		9741			0
Expense Constant		0900			0
Total DC Premium					25
Total DC Cost					25

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY

INFORMATION PAGE

Insured: **Playground Specialists Inc.**Policy Number: **TWC4227297****EXTENSION OF INFORMATION PAGE FOR ITEM #4
ITEM 4: SCHEDULE OF PREMIUMS**

Maryland					
Landscape Gardening & Drivers	31	0042	882,935	4.22	37,260
Carpentry NOC	9	5403	543,727	4.87	26,480
Salespersons, Collectors or Messengers—Outside	23	8742	1,035,172	0.20	2,070
Clerical Office Employees NOC	6	8810	532,198	0.07	373
Manual Premium					66,183
Total Manual Premium					66,183
Blanket Waiver 2% (\$250 Minimum)		0930			1,324
Premium for Increased Limits Part Two: 1.1% (1000/1000/1000)		9812			728
Total Premium Subject To Experience Modification					68,235
Experience Modification 80%					54,588
Schedule Modifier -20%		9887			-10,481
Drug Free Workplace Credit		9846			-2,184
Premium Discount 9.6%		0063			-4,025
Terrorism 6%		9740			1,796
Catastrophe (other than Terrorism) 1%		9741			299
Expense Constant		0900			200
Total MD Premium					40,193
Total MD Cost					40,193

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY

INFORMATION PAGE

Insured: **Playground Specialists Inc.**Policy Number: **TWC4227297****EXTENSION OF INFORMATION PAGE FOR ITEM #4
ITEM 4: SCHEDULE OF PREMIUMS**

Virginia						
Landscape Gardening & Drivers	1	0042	1,000	3.41	34	
Carpentry NOC	1	5403		3.37		
Salespersons, Collectors or Messengers—Outside	1	8742	39,262	0.14	55	
Clerical Office Employees NOC	1	8810		0.07		
Manual Premium						89
Total Manual Premium						89
Blanket Waiver 2% (\$250 Minimum)		0930			2	
Premium for Increased Limits Part Two: 1.1% (1000/1000/1000)		9812			1	
Total Premium Subject To Experience Modification					92	
Experience Modification 80%					74	
Premium Discount 9.6%		0063			-7	
Terrorism 4%		9740			16	
Catastrophe 0%		9741			0	
Expense Constant		0900			0	
Total VA Premium						83
Total VA Cost						83

Policy Number: TWC4227297

West Virginia					
Landscape Gardening & Drivers	1	0042	2,754	3.01	83
Door, Door Frame or Sash Erection—Metal or Metal Covered	1	5102		2.20	
Carpentry NOC	1	5403	7,854	1.81	142
Manual Premium					225
Total Manual Premium					225
Blanket Waiver 2% (\$250 Minimum)		0930			5
Premium for Increased Limits Part Two: 1.4% (1000/1000/1000)		9812			3
Total Premium Subject To Experience Modification					233
Experience Modification 80%					186
Premium Discount 9.6%		0063			-18
Terrorism 0.6%		9740			1
Catastrophe (other than Terrorism) 1%		9741			1
Expense Constant		0900			0
Total WV Premium					170
WV Regulatory Surcharge 5%		9999			8
Total WV Cost					178
<hr/>					
TOTAL ESTIMATED ANNUAL PREMIUM					40,471
STATE ASSESSMENT					8
TOTAL COST					40,479
POLICY COST BEFORE ENDORSEMENT					49,423
TOTAL ENDORSEMENT PREMIUM CHANGE					(8,944)



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PLAYGROUND SPECIALISTS INC

Risk ID: 913507916

Rating Effective Date: 03/10/2023

Production Date: 12/13/2022

State: INTERSTATE

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
DC	.12	0	0	0	0	43,925	0	0
MD	.12	90,164	135,692	45,528	14,694	44,625	33,194	18,500
VA	.13	20	27	7	0	40,775	0	0
WV	.15	84	138	54	0	34,400	0	0
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.12		90,268	135,857	45,589	14,694	44,614	33,194	18,500

	Primary Losses		Stabilizing Value		Ratable Excess		Totals			
Actual	(I)		C * (1 - A) + G		(A) * (F)		(J)			
	18,500		124,050		1,763		144,313			
Expected	(E)		C * (1 - A) + G		(A) * (C)		(K)			
	45,589		124,050		10,832		180,471			
	ARAP		FLARAP		SARAP		MAARAP		Exp Mod	
Factors	1.00								(J) / (K)	
									.80	

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PLAYGROUND SPECIALISTS INC

Risk ID: 913507916

Rating Effective Date: 03/10/2023

Production Date: 12/13/2022

State: INTERSTATE

08-DISTRICT OF COLUMBIA Firm ID: Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 39071 Policy No. TWC3962560 Eff Date: 03/10/2021 Exp Date: 03/10/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111	NO EXPOSURE DEVELO			0	0					
Policy Total:				Subject Premium:	0	Total Act Inc Losses:				0

19-MARYLAND Firm ID: Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 16729 Policy No. WCV6184482 Eff Date: 03/10/2019 Exp Date: 03/10/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	2.69	.37	1,169,724	31,466	11,642	AFC230196999	05	F	33,194	18,500
0930	WAIVER OF SUBROGAT			0	0					
5403	2.67	.27	525,411	14,028	3,788					
8742	.12	.32	1,436,995	1,724	552					
8810	.04	.39	539,501	216	84					
9037	RATE DEVIATION PRE			0	0					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:				3,671,631	Subject Premium:	73,713	Total Act Inc Losses:			33,194

19-MARYLAND Firm ID: Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 19968 Policy No. WCV6184482 Eff Date: 03/10/2020 Exp Date: 03/10/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses	
0042	2.69	.37	865,623	23,285	8,615						
0930	WAIVER OF SUBROGAT			0	0						
5403	2.67	.27	533,066	14,233	3,843						
8742	.12	.32	1,014,875	1,218	390						
8810	.04	.39	521,763	209	82						
9037	RATE DEVIATION PRE			0	0						
9812	EMPLOYERS LIABILIT			0	0						
Policy Total:				2,935,327	Subject Premium:	72,388				Total Act Inc Losses:	0

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PLAYGROUND SPECIALISTS INC

Risk ID: 913507916

Rating Effective Date: 03/10/2023

Production Date: 12/13/2022

State: INTERSTATE

19-MARYLAND

Firm ID:

Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 39071

Policy No. TWC3962560

Eff Date: 03/10/2021

Exp Date: 03/10/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	2.69	.37	1,124,391	30,246	11,191					
0930	WAIVER OF SUBROGAT			0	0					
5403	2.67	.27	615,076	16,423	4,434					
8742	.12	.32	962,579	1,155	370					
8810	.04	.39	501,370	201	78					
9812	EMPLOYERS LIABILITY			0	0					
Policy Total:			3,203,416	Subject Premium:	89,144	Total Act Inc Losses:			0	

19-MARYLAND

Firm ID: A

Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 31720

Policy No. 0054306520

Eff Date: 03/30/2019

Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	2.69	.37	13,834	372	138					
9812	EMPLOYERS LIABILIT			0	0					
9848	MINIMUM PREMIUM FO			0	0					
Policy Total:				13,834	Subject Premium:	794	Total Act Inc Losses:			0

19-MARYLAND

Firm ID: A

Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 31720

Policy No. 0054306641

Eff Date: 09/15/2019

Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5537	1.48	.33	6,430	95	31					
9812	EMPLOYERS LIABILIT			0	0					
9848	MINIMUM PREMIUM FO			0	0					
Policy Total:				6,430	Subject Premium:	273	Total Act Inc Losses:			0

19-MARYLAND

Firm ID: A

Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 31720

Policy No. 0054321387

Eff Date: 07/31/2020

Exp Date: 12/31/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses	
0042	2.69	.37	11,383	306	113						
9812	EMPLOYERS LIABILIT			0	0						
9848	MINIMUM PREMIUM FO			0	0						
Policy Total:				11,383	Subject Premium:	621				Total Act Inc Losses:	0

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PLAYGROUND SPECIALISTS INC

Risk ID: 913507916

Rating Effective Date: 03/10/2023

Production Date: 12/13/2022

State: INTERSTATE

19-MARYLAND Firm ID: B Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 31720 Policy No. 2154323771 Eff Date: 05/17/2021 Exp Date: 12/31/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	2.69	.37	10,238	275	102					
9812	EMPLOYERS LIABILIT			0	0					
9848	MINIMUM PREMIUM FO			0	0					
Policy Total:				10,238	Subject Premium:	511	Total Act Inc Losses:			0

19-MARYLAND Firm ID: C Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 31720 Policy No. 2154323751 Eff Date: 05/03/2021 Exp Date: 12/31/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	2.69	.37	2,198	59	22					
5403	2.67	.27	2,692	72	19					
9812	EMPLOYERS LIABILIT			0	0					
9848	MINIMUM PREMIUM FO			0	0					
Policy Total:				4,890	Subject Premium: 329	Total Act Inc Losses:				0

19-MARYLAND Firm ID: D Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 31720 Policy No. 0054323688 Eff Date: 04/05/2021 Exp Date: 12/31/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	2.69	.37	1,634	44	16					
5403	2.67	.27	2,423	65	18					
9812	EMPLOYERS LIABILIT			0	0					
9848	MINIMUM PREMIUM FO			0	0					
Policy Total:				4,057	Subject Premium: 294	Total Act Inc Losses: 0				

45-VIRGINIA Firm ID: Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 16729 Policy No. WCV6184482 Eff Date: 03/10/2019 Exp Date: 03/10/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111	NO EXPOSURE DEVELO			0	0					
Policy Total:				0	Subject Premium: 0	Total Act Inc Losses:			0	

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PLAYGROUND SPECIALISTS INC

Risk ID: 913507916

Rating Effective Date: 03/10/2023

Production Date: 12/13/2022

State: INTERSTATE

45-VIRGINIA

Firm ID:

Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 19968

Policy No. WCV6184482

Eff Date: 03/10/2020

Exp Date: 03/10/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
8742	.07	.27	38,492	27	7					
9812	EMPLOYERS LIABILITY			0	0					
Policy Total:			38,492	Subject Premium:	101	Total Act Inc Losses:			0	

45-VIRGINIA

Firm ID:

Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 39071

Policy No. TWC3962560

Eff Date: 03/10/2021

Exp Date: 03/10/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111	NO EXPOSURE DEVELOPED			0	0					
Policy Total:				Subject Premium:	0	Total Act Inc Losses:			0	

47-WEST VIRGINIA

Firm ID:

Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 13579

Policy No. 6JUB1K59189018

Eff Date: 09/25/2018

Exp Date: 09/19/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
9848	MINIMUM PREMIUM FOR			0	0					
9848	MINIMUM PREMIUM FOR			0	0					
Policy Total:				Subject Premium:	148	Total Act Inc Losses:			0	

47-WEST VIRGINIA

Firm ID:

Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 16729

Policy No. WCV6184482

Eff Date: 03/10/2019

Exp Date: 03/10/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111	NO EXPOSURE DEVELOPED			0	0					
Policy Total:				Subject Premium:	0	Total Act Inc Losses:			0	

47-WEST VIRGINIA

Firm ID:

Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 19968

Policy No. WCV6184482

Eff Date: 03/10/2020

Exp Date: 03/10/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0042	2.02	.45	2,700	55	25					
5403	1.08	.35	7,700	83	29					
9812	EMPLOYERS LIABILITY			0	0					
Policy Total:			10,400	Subject Premium:	397	Total Act Inc Losses:			0	

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D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: PLAYGROUND SPECIALISTS INC

Risk ID: 913507916

Rating Effective Date: 03/10/2023

Production Date: 12/13/2022

State: INTERSTATE

47-WEST VIRGINIA

Firm ID:

Firm Name: PLAYGROUND SPECIALISTS INC

Carrier: 39071

Policy No. TWC3962560

Eff Date: 03/10/2021

Exp Date: 03/10/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
1111	NO EXPOSURE DEVELO			0	0					
Policy Total:				Subject Premium:	0	Total Act Inc Losses:			0	

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D Disease Loss

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Limited Loss