

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc. ("**CCOG**"), BCI Burke Company, LLC (the "**Winning Supplier**"), and Equalis Group ("**Equalis Group**"). Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis Group is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis Group for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued a request for proposal. #COG-2165 ("RFP") on behalf of Equalis Group Participants and solicited responses from companies ("**Respondent**") for playground equipment & related solutions and awarded a contract to Winning Supplier as a responsible Respondent whose proposal was most advantageous to CCOG. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

H. CCOG and Equalis Group agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

2. TERMS & CONDITIONS

2.1. Personnel & Equipment. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.

2.2. Supplemental Agreements. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant and/or Program Participant to further define the terms and conditions of purchasing Products & Services pursuant to this Master Agreement ("**Customer Agreement**"). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

2.3. Pricing; Products & Services

a. Not-To-Exceed Pricing. All contract pricing is "*Not-To-Exceed Pricing*" where Members will receive pricing that does not exceed the per unit pricing provided by the Respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.

b. Pricing Adjustments. No price increases are permitted within the first ninety (90) days of this contract's Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG or Equalis Group and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. In instances of an increase in price, Winning Supplier must honor current pricing for thirty (30) days after approval of new pricing and written notification from Equalis Group.

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

c. Rates & Charges. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.

d. Products & Services Additions and Deletions. New products and/or services that are included in the scope of work of the original RFP may be added to the contract. Winning Supplier 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. CCOG or Equalis 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. CCOG or Equalis may reject any additions without cause.

2.4. The Term. This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the “**Effective Date**”). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the “**Termination Date**”) unless extended, terminated, or cancelled as set forth in the Master Agreement (the “**Initial Term**”). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a “**Renewal Term**”) unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the “**Extended Term**”). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the “**Term**.”

2.5. Formation of Contract

a. **Respondent Contract Documents.** CCOG and Equalis Group will review proposed Respondent contract documents. Respondent’s contract document shall not become part of CCOG and Equalis Groups’ contract with Respondent unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.

b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, the components of the Winning Supplier’s proposal, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier’s complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis Group may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

e. **Order of Precedence.**

- (1) General terms and conditions of Master Agreement
- (2) Specifications and scope of work, as awarded
- (3) Attachments and exhibits to the Master Agreement
- (4) The solicitation and all attachments thereto; and
- (5) The Respondent's proposal and all attachments thereto.

2.6. **Confidentiality.**

a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

b. **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

2.7. **Indemnification.** Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents ("**Indemnified Parties**") against all claims, damages, losses and expenses ("**Claims**") arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any Customer Agreements with Program Participants ("**Losses**").

2.8. **Winning Supplier Insurance.** During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs,

or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis Group, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis Group at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis Group within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

2.9. Termination Rights. The Parties shall have the termination rights set forth below.

a. Insolvency. If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

b. Mutual Consent. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

c. Breach. In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

2.10. Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall terminate upon the Customer Agreement's current date of expiration. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis Group shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

2.11. Audit of Winning Supplier. CCOG and Equalis Group, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

2.12. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by

Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis Group and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

2.13. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. Addresses for Notices. Written notices for the Winning Supplier will be sent to the remittance address provided with the Winning Supplier's proposal.

i. If to **CCOG**:

The Cooperative Council of
Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

ii. If to **EQUALIS GROUP**:

Equalis Group, LLC.
Attn: Eric Merkle, EVP
5540 Granite Parkway,
Suite 200
Plano, Texas 75024

2.14. Waiver. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

2.15. Governing Law; Invalidity. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

2.16. No Third-Party Beneficiaries; Survival of Representations. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except

as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

2.17. Execution in Counterparts. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

2.18. Nondiscrimination & Intimidation.

a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	BCI Burke Company, LLC	
1.1.2. Corporate Street Address:	727 Northwest Way, Fond du Lac, WI 54937	
1.1.3. Website:	www.bciburke.com	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	JE Burke Company was incorporated in 1920 and remained family-owned and operated under the JE Burke company name until it was purchased from Greg Burke in 1997. At that time it was incorporated as BCI Burke Company, LLC.	
1.1.5. Primary Point of Contact. Provide information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Name:	Marianne Larson
	Title:	Contract Administration & Events Manager
	Phone:	(920) 979-2721
	E-Mail Address:	mlarson@bciburke.com
1.1.6. Authorized Representative. Print or type the name of the Respondent representative authorized to address contractual issues, including the authority to execute a contract on behalf of Respondent, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Name:	Ryan Bittner
	Title:	CFO
	Phone:	920-933-6690
	E-Mail Address:	rbittner@bciburke.com

1.2. Financial Strength & Legal Considerations

<p>1.2.1. Financial Strength. 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.</p> <p>Note: If the information disclosed in your response is considered "Trade Secret" as defined in Ohio Revised Code, Respondents may mark the information as a "Trade Secret" and the response</p>	<p>Please see Trade Secret – BCI Audited Financial Statement 2023 and Bonding Limits Letter issued by Shorewest Security Services, Inc. Burke's financial Statement should be considered as Trade Secret and should be redacted from any future use of the RFP response. These documents are included in the Supplemental Information folder.</p>
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will be redacted from any future use of the RFP response.	
1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	N/A
1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	BCI Burke has periodically been involved in litigation, primarily what we construe as nuisance suits, over injuries occurred while using playground equipment. Burke in every case has vigorously defended itself. Burke carries over \$10 million in liability insurance for this very reason.
1.3. Industry Qualifications	
1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	BCI Burke is a manufacturer of commercial playground and recreation equipment.
1.3.2. Manufacturer Authorization. If your company is best described as a distributor, dealer, reseller, or similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.	N/A
1.3.3. Authorized Distributors, Agents, Dealers, or Resellers. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers. NOTE: Respondents intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u>	<p>Burke has more than 30 contracted US Representative Firms that employ outside and inside sales representatives and administrative staff. The Representative Firms are responsible for servicing all markets within their contracted territory. The Representative Firms are independent entities that contract with Burke to sell Burke products within their specific territory.</p> <p>Please see the Burke Representative Territory Map and Burke Representative Firms documents included in the Supplemental Information folder, to identify coverage of Burke products and services throughout the United States. Having solid relationships with our Representatives is critical for Burke; in fact it is these very relationships that set Burke apart in the industry from other manufacturers. Our philosophy is that customer needs need to be met in a timely manner and that is what Burke and our Representatives do. It may sound like a simple concept, but it is not common in our industry.</p>
1.3.4. Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer, distributor, or contractor network operates to sell and deliver the Products & Services proposed in this RFP. If	We have 30 Independently owned Representative firms across the country, which equates to more than 120 salespeople. Typically, a Representative territory is a state, and they are the exclusive Burke partner in that given territory. In select locations we also have direct Burke sales representatives to further support our customers.

<p>applicable, is your network independent or company owned?</p>	<p>The structure is set up in regions with a Burke Sales Manager responsible for leading these sales teams in each region. These Regional Sales Managers are constantly working in each territory to assist our Representatives with sales support, customer service, business development, trade shows, and much more!</p> <p>The key differentiator with our Burke Representatives is the close family relationship that we have with them. In addition to our famed annual sales conferences, we share regular webinars, shows/conferences and events to stay in close contact throughout the year. Every member of a Representative firm has the ability to and is encouraged to contact any Burkie they need for support from the CEO, COO, and CFO to one of our designers, a member of our distribution center team, or a member of our production team.</p>
<p>1.3.5. Industry Experience. How long has your company provided the products and services outlined in your proposal? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>JE Burke Company was incorporated in 1920 as a weather-stripping company and after receiving a request to fabricate a slide for a family friend, JE Burke entered the playground Industry. Soon playground products were the company's main focus. The company remained family-owned and operated under the JE Burke company name until it was purchased from Greg Burke in 1997 and was incorporated as BCI Burke Company, LLC. 100% of Burke's revenue is generated from the products included in this RFP response.</p>
<p>1.3.6. Geographic Reach. Describe your company's <u>current</u> service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>Burke and our partners provide our services nationwide, please see the Burke Representative Territory Map and Burke Representative Firms documents, included in the Supplemental Information folder</p>
<p>1.3.7. Socio-economically Disadvantaged Business Engagement. Does bidder commit to take all affirmative steps set forth in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, labor surplus area firms are used when possible.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>1.3.8. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p>	<ul style="list-style-type: none"> • ISO 9001:2015 Certification • ISO 14001:2015 Certification • Founding and active member of the International Play Equipment Manufacturer's Association (IPEMA). In fact Burke's Engineering and Product Manager, Scott Liebelt, is a director on the IPEMA Board of Directors. He attends ASTM and IPEMA meetings to participate in writing, revising, and interpreting the IPEMA procedures and ASTM-1487 standard, which is the consumer safety performance specification for playground equipment for public use. • Accredited IPEMA Certification facility • Build America, Buy America Act (BABAA)

<p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses.</u></p>	<ul style="list-style-type: none"> • Alliant Energy’s Second Nature™ Program • Partner with US Environmental Protection Agency Green Power Program • Currently, nine Burke employees are certified through the National Recreation and Park Association (NRPA) as Certified Playground Safety Inspectors.
1.4. Public Sector Experience	
<p>1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar years. Please exclude information and data associated with federal agencies and GSA contracts.</p>	<p>Sourcewell</p> <ul style="list-style-type: none"> • 2022 – over \$20M • 2023 – over \$40M • 2024 - over \$40M <p>OMNIA Partners</p> <ul style="list-style-type: none"> • 2022 – over \$16M • 2023 - over \$13M • 2024 - over \$12M <p>GovMVM</p> <ul style="list-style-type: none"> • 2022 – N/A • 2023 - over \$3M • 2024 - over \$4.5M <p>Ohio STS</p> <ul style="list-style-type: none"> • 2022 – over \$1M • 2023 – over \$1M • 2024 - over \$1M <p>NASPO ValuePoint</p> <ul style="list-style-type: none"> • 2022 – N/A • 2023 - N/A • 2024 – over \$2.3M <p>New Jersey State Contract</p> <ul style="list-style-type: none"> • 2022 - over \$500K • 2023 - over \$1M • 2024 - over \$500K <p>CMAS Contract</p> <ul style="list-style-type: none"> • 2022 - over \$600K • 2023 - over \$150K • 2024 - over \$100K <p>Equalis</p> <ul style="list-style-type: none"> • 2022 – over \$2.1M • 2023 - over \$1.1M • 2024 - over \$1.1M
<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>Burke’s sales to educational institutions and to local governments total about \$85M - \$125M each, with each representing about 40% of our company’s total annual revenue.</p>

<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>Burke's sales to educational institutions and to local governments total about \$85M - \$125M each, with each representing about 40% of our company's total annual revenue.</p>
<p>1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years.</p> <p>Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<p>1. Mecklenburg County Parks & Rec – North Carolina <u>Customer Information:</u> James Rainey, Park Operations Superintendent Tel: 980-722-1836 Email: James.rainey@mecklenburgcountync.gov</p> <p><u>Description of Products & Services Provided:</u> Supply & installation of Burke playground equipment to include slides, swings, climbers, rockers, shade, fitness equipment, KidForce Spinner, Cirrus® Swing, StemPlay, site amenities, 360 Loop®, Orb™ Rocker, Aro™ Spinning Chair, Inclusive Orbit, Brava® Universal Swing, and more! Supply & installation of Burke Turf. Last year, our representative partner, Barrs Recreation, completed Eastway, Anita Stroud, Eva Barber, William R Davie, Unity & Bette Rae. Barrs Recreation is in the process of starting Viewmont and Amay James this year.</p> <p><u>Customer Relationship Start & End Dates:</u> Ongoing. The first project was Jetton Park back in the mid 2010's. Since then, Barrs Recreation in partnership with Burke, has completed an extensive number of parks for Mecklenburg. James has been the main contact person for the last 5 years.</p> <p><u>Other Pertinent Information:</u> Mecklenburg County Parks & Rec is home to over 290 parks with endless opportunities for Burke to provide play to their community in partnership with Barrs Recreation.</p> <p>2. Lewisville ISD - Texas <u>Customer Information:</u> Jeff St. Romain, Construction Tel: 940-390-0708 Email: stromainj@lisd.net</p> <p><u>Description of Products & Services Provided:</u> Playground, Swings, Stem Panels, Brava® Universal Swing, Serenity Spot® Primary, MOVMTNT®, free standing shade canopy and artificial turf surfacing including installation.</p> <p><u>Customer Relationship Start & End Dates:</u> Ongoing. Started working with Lewisville ISD around 2014.</p> <p><u>Other Pertinent Information:</u></p>

	<p>Working on 3 more projects with Lewisville ISD this year. Developed a standard that is used for all their new playgrounds. Lewisville ISD is home to 62 schools.</p> <p>3. City of Chandler - Arizona <u>Customer Information:</u> Kurt Hoffman, Parks Project Manager Email: Kurt.hoffman@chandleraz.org Tel: 480-782-2754</p> <p><u>Description of Products & Services Provided:</u> Demolition of existing equipment, site prep, installation of a new ADA ramp, supply and installation of ADA compliant surfacing and new Burke equipment to include slides, climbers, Spinetic®, Orb™ Rocker, the 360 Loop®, and more!</p> <p><u>Customer Relationship Start & End Dates:</u> Play it Safe Playgrounds, in partnership with BCI Burke, has had a relationship with the City of Chandler for over 10 years and we welcome all opportunities to enrich their community!</p> <p><u>Other Pertinent Information:</u> City of Chandler had 3 parks to renovate and we sent proposals for all of them. Given our attention to detail and customer service along with our amazing Burke designs, City of Chandler selected Play it Safe Playgrounds, in partnership with BCI Burke, for all three parks! City of Chandler is home to 60 parks and we look forward to continuing opportunities to serve their community.</p> <p>4. Raleigh County School District – West Virginia <u>Customer Information:</u> Jennifer Colvin, Director of Safety Tel: 304-256-4500 Email: jcolvin@k12.wv.us</p> <p><u>Description of Products & Services Provided:</u> Installation of equipment, excavation, supply and installation of borders/ADA ramp, and supply and installation of rubber mulch. Supply of Burke equipment to include slides, climbers, swings, site amenities, Gaga Ball Pit, Ropeventure® Vertex, Cirrus® Swing, Volta® Inclusive Spinner, Rev8, P6Ball, StemPlay, PlayEnsemble®, shade and more!</p> <p><u>Customer Relationship Start & End Dates:</u> Ongoing. We began our relationship with the school district in January, 2020 and just finished the most recent playground installation in March, 2025.</p> <p><u>Other Pertinent Information:</u></p>
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	<p>Recreation Resource, in partnership with BCI Burke, installed 12 playgrounds at 10 different schools in the district, ranging from relatively small play areas to playgrounds measuring up to approximately 12,000. The total value of playground projects, including installation and safety surface amounts to approximately \$2M. Raleigh County School District is home to 27 schools.</p> <p>5. Northbrook Park District - Illinois <u>Customer Information:</u> Nicole Wrobel, Planning & Project Manager Email: mwrobel@nbparks.org Tel: 847-897-6124</p> <p><u>Description of Products & Services Provided:</u> We have provided a wide range of play equipment for ages 2 to 5 years and 5 to 12 years across multiple parks. Play equipment provided includes shade, swings, slides, climbers, Volta® Inclusive Spinner, KidForce Spinner, Sand & Water Spot, Serenity® Spot, PlayEnsemble®, signs, and more!</p> <p><u>Customer Relationship Start & End Dates:</u> Ongoing. We have been working with them for approximately 4 years.</p> <p><u>Other Pertinent Information:</u> Northbrook Park District is home to 23 parks.</p>
<h2>2. <u>Products & Services</u></h2>	
<h3>2.1. PRODUCTS & SERVICES</h3>	
<p>2.1.1. <i>Product Offering & Description(s).</i> Provide a detailed description of the products you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to types of equipment, performance characteristics differentiators, manufacturing capabilities & advantages, innovation and technology, regulatory & safety standards, or any other piece of information that would help understand the breadth and depth of the proposed product offering.</p> <p><u>IMPORTANT.</u> This description along with the products and services included in the <u>Attachment</u></p>	<p>Burke offers a full range of play, playground, recreation, outdoor fitness, games, outdoor classrooms, outdoor musical instruments, surfacing, dog park (Play4Pups) and shade (ShadePlay Max) that provide the quality, attention to detail and design continuity our customers expect.. Our 2025 Full Line Design Guide and Catalog shows the extensive product offerings available to the communities we serve. Play variety is key for engagement, enrichment and fun and our product offering's breadth and depth provides intelligently-designed products suitable for everyone.</p> <p>Burke will be offering the following product categories to Equalis members:</p> <ul style="list-style-type: none"> • Play Equipment & Structures to include <ul style="list-style-type: none"> ○ Traditional playground structures (e.g., slides, swings, climbers, seesaws, games) ○ Themed play systems ○ Inclusive and accessible play equipment

B – Cost Proposal will be utilized to define the overall products and services available under a resulting contract.

- Musical and sensory play items
- Shade Structures – integrated and free standing
- Outdoor fitness equipment designed for ages 5-12 and 13+
- Site Amenities
- Signage
- Playground Surfacing Solutions including turf, EWF, tile, PIP, Stone Border containment system and other playground surfacing solutions.
- GFRC Boulders
- Related services to include but not limited to
 - Custom playground design
 - Site work including demolition/removal of existing equipment, site prep, equipment installation services
 - Installation of surfacing products
 - Supervisory services for community installs

Research: Our designs and products are influenced by primary, secondary and observational research. We partner with leading institutions to research how play helps children develop and what types of play influences different ages, backgrounds, experiences and abilities. Most importantly, how to put it all together in both product and space design. This helps us be the best partner for you – someone you can count on to be a resource with common goals.

Innovation: Innovation keeps us current and allows us to address the needs of kids, communities and families. It helps us match products to uses and this brings the play that kids want, families are comfortable with, and communities embrace. In 2025, Burke has the largest and most talented new product innovation team in our history...including industrial designers, design engineers, design drafters, safety and compliance specialists, and more.

Equity: Play equity can mean different things to different communities and people. To us, it means an opportunity for access, engagement, learning, belonging and a quality and fun play experience for all children and community members. Designing spaces with communities for communities helps us bring equity to all and we keep growing and learning with each space.

Play That Moves You: This is the driving force behind all that we do. It's getting and keeping kids, families and communities moving and providing a place to gather, learn, play and engage. This infiltrates everything in our everyday – the products we bring to market, the people and

	<p>Representatives we partner with and the recreation spaces we design. There are Six Pillars of our Play That Moves You philosophy – Research, Design, Innovation, Development, Connection and Wellness – that help us design play events and environments that bring an equitable outdoor experience to all people. You will see them in everything we do – in the Burkies you meet, the spaces we design and the products and play events we bring to communities.</p> <p>Quality: Spaces can't move people if they aren't functioning, and downtime is longer in communities that are under resourced. Burke's playgrounds are handcrafted by artisans in Fond du Lac, WI using high quality materials, including compounded plastics with UV-20 and heavy-duty direct bolt connections to protect community investment.</p> <p>Ease: Burke's exclusive KoreKonnnect® direct-bolt clamp system is the very best in the industry and our EZKonnnect® system features a self-leveling platform design that eases installation. Ease of installation is important to us and our customers, installers and community members during community builds so more people can be part of the process.</p> <p>Community: Being part of the play community helps us stay abreast of industry needs and shape trends. We are part of IPEMA and Voice of Play, an IPEMA initiative, in a variety of ways, including board and committee positions and product certifications. We hold a Steering Committee position with the US Play Coalition, an international organization dedicated to promoting play throughout life and are founding members of the NRPA Business Council. Numerous local organizations including the Boys & Girls Club of Fond du Lac and the Fond du Lac Family YMCA, are also part of our network and we work with them to create community for everyone close to home. We encourage Burkies to be part of their communities too. From parks boards to the Southern New Mexico Trail Alliance, an organization dedicated to increasing trail participation and access amongst underrepresented populations in the outdoors and creating more trails for more people, our employees are supported by us to further our mission wherever they are.</p>
<p>2.1.2. Service & Solution Capabilities. Provide a detailed description of the services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to turnkey capabilities, project management, design,</p>	<p>Between Burke and our Representative partners, we provide a wide array of services including site analysis, site prep and demo services, playground design, a searchable grant database, fundraising kits, installation and, perhaps most importantly, research-based products that help children, families and communities get and stay active outdoors. Whatever the size or scope of a project, we will provide a solution that is on time and on budget.</p>

<p>engineering, installation or set-up, training services, maintenance services, testing, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p> <p><u>IMPORTANT.</u> This description along with the products and services included in the <u>Attachment B – Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>Custom Design Services: Our Design Team is experienced and talented, creating spaces that bring communities together for play, exercise, development and fun. Our proprietary design software creates designs that meet all necessary standards including ADA. We design products and playspaces with a lens of Universal Design so we not only met standards but exceed them and create an equitable and engaging environment for all people. Our Design services are at no cost to our customers.</p> <p>Generations Warranty®: Burke upholds a reputation for innovation, customer service and quality and maintains solid, mutually beneficial relationships with our Representatives and our customers. We back all our products with our warranty, the Generations Warranty®, which is the longest and strongest in the industry. Our warranty isn't pro-rated and if a part needs replacement during the warranty period due to manufacturing defect, we'll replace it for free and give you a brand-new warranty on the part. Burke's hand-crafted quality also means less maintenance is required, which keeps your operating costs low and your playground open for play. Our products are designed to last which contributes to sustainability by producing less waste.</p> <p>Our online resources provide guidance to our customers in fundraising, playground planning, grant searches and product information. We share videos to help customers connect with our products and understand the events they want for their space. Our Burke Fitness App, designed with certified trainers, helps users get the most from their workouts and make sure all equipment is being used properly. The Biba® App is an incredible way to foster intergenerational play and engagement on any Burke and Biba playground or, Biba can be used to enhance an existing playspace and bring new life.</p>
<p>2.1.3. Value-Add or Additional Offering. Please include any additional products and services your organization offers but is not included in the scope of this solicitation and will enhance and add value to this contract's participating agencies.</p>	<p><u>Research</u></p> <p>At Burke we believe great product design comes from great research, for example we continue to study how children play and how educators relate to the playspace with our partner at University of Nebraska Omaha and incorporate what we learn into our product and playground designs. We're also working with NRPA on the effects of a play environment in an under-served area of Baltimore and how providing a well-designed space impacts the community. Our product design process includes a focus on how to enhance development and overall experience for children and adults of all abilities.</p> <p><u>Design</u></p> <p>To design the best playgrounds that comply with necessary standards, Burke has proprietary software that has all of the controls built-in to ensure all safety and ADA standards are met.</p>

	<p>Fusing creativity into playspaces, we have landscape designers to design custom playspaces using panels and unique layouts to create a space that ignites imagination and brings communities together.</p> <p><u>Playground Grant Search and Fundraising</u> Burke provides options and programs that can help you raise funds and search for grants to help fund your playground equipment. For your convenience, we've brought together information on our fundraising program, grant resources and purchasing cooperatives. And of course, we're always glad to discuss your playground equipment needs and help you find ways to get the playground your kids deserve. https://www.bciburke.com/resources/playground-funding-resources.</p> <p><u>Promotions and Grants</u> Burke offers three to four promotions annually that we will share with Equalis members. We also have a Burke in-kind grant program that customers can apply for if they meet the criteria.</p> <p><u>KoreKconnect Direct-Bolt System</u> Nucleus and Voltage feature our Industry-leading KoreKconnect direct-bolt system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKconnect is covered for 100 years under our non-pro-rated Generations Warranty</p> <p><u>EZKconnect Deck Mounting System</u> Our exclusive self-leveling deck attachment and factory CNC (Computer Numerical Control) construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.</p> <p><u>Color compounded, rotationally molded plastics</u> You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-20 protection. Color compounding provides greater structure integrity for the life of rotationally molded products; the UV inhibitor is added during the production process and keeps these plastics from fading like that of products produced via a Dry-Blend process.</p>
<p>2.1.4. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found</p>	<p>Customers are able to purchase open market products and services through our network of Authorized Representatives. Burke will provide line-item quotations for these open market items on the customer quote and will clearly indicate that these are open market goods and/or services. Customers will be</p>

<p>in your standard catalog offering or non-inventory products.</p> <p>NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5.4 – Other Pricing Scenarios.</u></p>	<p>required to sign the Burke quotation, which is an indication that they agree to the products and services as quoted.</p>
<p>2.1.5. Warranty. Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal.</u></p>	<p>Burke stands behind our products like no other playground manufacturer. It starts with Burke Built® quality that is backed by the longest and strongest warranty in the industry – the Burke’s Generations Warranty®. We don’t pro-rate our warranty and if a plastic play event needs replacement during the warranty period due to manufacturing defect, we’ll replace it for free and give the customer a brand-new warranty on the replacement part.</p> <p>Burke’s hand-crafted quality also means less maintenance is required, which keeps your operating costs low and your playground open for play.</p> <p>The Burke Generations Warranty is the longest and strongest in the industry and shows our commitment to creating spaces that will serve communities for years to come.</p> <p>Please see the document entitled <i>Burke Generations Warranty</i> in the Supplemental Information Folder.</p>
<h3>3. <u>Business Operations</u></h3>	
<h4>3.1. Logistics</h4>	
<p>3.1.1. Distribution & Shipping Capabilities. Describe how supplier proposes to distribute the products/services in Respondent’s defined geographic reach.</p> <p>Your response may include, but is not limited to, information related to the number of store or distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.</p>	<p>The local Burke Representative is the customer’s main contact for shipping and delivery. Our local Representatives receive immediate shipping quotes directly from Burke’s partner carriers.</p> <p>When an order is placed, it is assigned a ship date which the local Representative communicates to the customer. As the manufacturing process progresses, the Shipping Team monitors the parts within our system to ensure they are completed in time to be included with the proper order.</p> <p>Each order is packed and shipped from Burke’s Worldwide Distribution Center located in Fond du Lac, Wisconsin and is packed to maximize the use of space to provide the lowest possible shipping cost. Tracking information is provided to our Representative and is shared with the customer.</p>

	<p>If the customer prefers to arrange for their own product pick-up they can work with their local Representative before placing the order to make all necessary arrangements.</p> <p>Due to fluctuating fuel prices, freight rates are quoted on a per project basis and are valid for 30 days from the quote date. The freight charge will be clearly indicated on the quote provided by Burke. Orders are shipped FOB Destination with freight charges prepaid and added to the customer's invoice.</p> <p>Burke uses transportation brokers to provide the most cost-effective freight rate to ship to Alaska, Hawaii, US Territories and outlying areas.</p>
3.2. Customer Service	
<p>3.2.1. Customer Service Department. Describe your company's customer service department & operations.</p> <p>Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, and number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>Burke has one service and parts center with six full time technicians. The hours of operation are 7:30am-4:30pm Central Time. After-hour phone calls are recorded and are returned / answered the following business day. Additionally, our Representatives have access to our website 24/7. The website offers our Representatives a large amount of product-related information they can access before, during or after our normal hours of operation.</p> <p>Burke's Customer Service team is ready to provide a person to talk to when a need arises. Incoming calls go directly to a real-live person, not an answering system. Staff also stagger their breaks, lunches and vacations to ensure someone is always available for calls during normal business hours. Our Customer Service team has the ability to process requests immediately and we can ship service parts the same day in many cases, including Next Day Air service if the situation requires it. They have the ability to see stock status of parts to ensure promises made to customers on ship dates are met. Their requests (via information from the customer) are forwarded directly to the Production Manager and staff for immediate processing.</p> <p>Burke is committed to providing superior customer service. Not only do we evaluate our processes internally, but we also regularly send Customer Satisfaction Surveys to recent order recipients. We request feedback on quality, appearance, and the ease of installation. The survey also requests input on our selection of products, service provided by our Sales Representatives, and suggestions for improvement. These responses are then documented and reviewed by our Management, Quality and Customer Service departments. This data is used to evaluate opportunities for continual improvement of system effectiveness and customer satisfaction.</p>

3.3. Customer Set Up; Order & Invoice Processing; Payment

3.3.1. *Proposal Development, Order, and Invoice Process.* Describe your company's proposal development, order, and invoice process.

Burke's professional Design Team consists of a variety of backgrounds from Computer Art and 3D Animation to Architecture and Design. We work with our customers and listen to their needs to develop play environments of all sizes and budgets that meet their specifications and all applicable standards. Using Burke's proprietary software we create playspaces that automatically bring in all standards and create proposals that are informative and accurate.

Our philosophy results in beautiful designs that are also functional and foster the kinds of play that drive the developmental outcomes we seek from play. These are showcased in a variety of mediums from beautiful 3D images printed and displayed to engaging fly throughs that provide a unique view of the space design to help stakeholders see what play can bring to their community.

Burke offers a unique advantage for Equalis Members by providing the best solutions in each of the respective product categories identified in the playground RFP. Burke has selected partners that specialize in each product category that work with our distribution partners and are capable of providing a broad range of recreational solutions. Burke, with our distribution partners, are capable of providing site assessments, design services, site preparation, and installation services and are available for on-going service and support post installation.

The Burke Representative will work closely with customers to ensure the project is perfectly aligned with their needs and fits within their budget. The Representative will issue a customer quotation based on the Terms & Conditions of the Equalis contract. The customer quote is sent to Burke's Sales Administration Team for review to ensure contract compliance. Once review and approved the quote is sent to the customer.

When the customer is ready to place an order, the Burke Representative will request a signed quotation or purchase order from the customer. The Representative will utilize Burke's internet-based ordering system which is available for use by Authorized Representatives only. The system is entirely self-developed and self-managed by our in-house IT and Order Entry Departments. Once the order is placed, our Order Entry Department will process the order internally. The order is carefully reviewed by the Order Entry and Design Departments to ensure the order matches the customer's purchase order including equipment, color, price, requested delivery date,

	<p>shipping location and any other information pertinent to the order.</p> <p>The Burke Representative will invoice the customer once the order has shipped. All Equalis orders will be flagged as such in Burke's system so that Burke's Accounting Department is able to easily identify the Equalis orders and generate reports which accurately reflect Equalis order totals.</p>
<p>3.3.2. <i>Financing.</i> Does your company offer any financing services? If yes, describe the financing options available to Members.</p>	<p>At Burke, we're always searching for ways to offer exceptional products and services to our customers when they need them. Providing a vetted option to finance their playspace is part of our mission to bring the best in play, commercial playgrounds, recreation and outdoor fitness spaces to communities around the world. As a result, we have partnered with NewLane Finance to provide leasing options that our customers may take advantage of.</p>
<p>3.4. Bonding Capabilities</p>	
<p>3.4.1. <i>Bonding.</i> Describe your company's bonding capacity.</p> <p>Your response may include, but is not limited to, the bonding company's surety rating.</p>	<p>Burke partners with Shorewest Surety Services, Inc. and Swiss Re Corporate Solutions America Insurance Corporation of Kansas City, MO providing bonding support to BCI Burke Company LLC and all of Burke's Representative partners. Swiss Re Corporate Solutions America Insurance Corporation has a Best Insurance Guide rating of A+ XV. We currently have a bonding line established with single job limits of \$3,000,000 and aggregate limitations of \$30,000,000. By no means do these limits constitute maximums, as we will consider larger projects at the time a request is submitted to our company.</p>
<p>3.5. Sustainability, Reclamation, and Recycling Initiatives</p>	
<p>3.5.1. <i>Sustainable Company Initiatives.</i> Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>Burke is ISO 14001:2015 certified meaning we have strict environmental controls built into our manufacturing process. We obtain 100% of our energy from hydroelectric and other renewable energies. This helped us earn the Green Power Partner designation from the US Environmental Protection Agency – the only major playground manufacturer to achieve this! Although the EPA's Green Power Partnership requires participants to utilize 25% renewable energy sources, Burke exceeds these requirements by purchasing 100% of its energy from renewable sources.</p> <ul style="list-style-type: none"> • 83% of our energy is purchased through Renewable Energy Credits from Greenlight Energy (Hydroelectric) • 17% of our energy is purchase through Alliant Energy Second Nature Program (Wind Power) • Burke's powder coat system utilizes phosphate-free chemicals in our cleaning processes, and we enlist a third-party certified

	<p>handler to manage any waste from this process in accordance with State and Federal regulations.</p> <ul style="list-style-type: none"> • Burke uses recycled materials where possible, but we also utilize virgin plastics for our brightly colored plastic products as they are the best choice for overall sustainability and environmental conservation due to the following: <ul style="list-style-type: none"> -Long lasting Color and Strength Retention -Less need for replacement parts which impacts the environment by: <ul style="list-style-type: none"> ✓ Reducing waste ✓ Reducing the need manufacturing replacement products ✓ Reducing the need for additional packaging materials ✓ Reducing transportation costs/environment impacts to ship replacement products <p>Burke strives for ALL our products to be environmentally sustainable which leads to a very robust supply of green/sustainable and environmentally preferable products. We do this by:</p> <ul style="list-style-type: none"> ✓ Using materials that are recyclable. ✓ We have a strong recycling program for materials used in our production processes. ✓ We have the longest and strongest warranty in the industry, and we design our products using materials that have a long lifespan to prevent unnecessary waste. ✓ Steel accounts for the largest portion of our products – approximately 75%. Steel is one of the most sustainable materials in the world and is not only environmentally conscious, but also economically strategic in its inherent longevity and durability. We make a robust contribution to sustainability with all of our products.
4.	
4.1. Cost Proposal	
<p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.</p> <p>Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.</p>	<p>Burke’s product pricing is based on a discount off of suggested list price.</p> <p>Standard Discounts are as follows:</p> <ul style="list-style-type: none"> • Burke Playground Equipment, Musical Play, Outdoor Fitness Equipment, Site Amenities and Signage will receive a 7% discount off list price. (see additional volume discount information for orders over \$75K) • ShadePlay Max, GFRC Boulders, Surfacing, Stone Border Containment Systems will receive a 5% discount off list price. (Volume discounting does not apply to these products.)

	<p>Burke will provide a line-item price list for all components/products included in our response in the Supplemental Information folder. The Equalis Group member will be able to confirm directly with Equalis if the pricing on the quotation matches our submitted and approved price list.</p> <p>Burke's Sales Administration Team reviews all Representative quotes to ensure they meet the T&Cs of the Equalis contract before they are provided to the customer.</p>								
<p>4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>Burke will provide a line-item price list for all components/products included in our response. The Equalis Group member will be able to confirm directly with Equalis if the pricing on the quotation matches our submitted and approved price list. We are attaching a complete price list included in the Supplemental Information with our RFP response, but we are requesting that this be considered a Trade Secret as our price list includes all of our component level pricing for all of our products.</p>								
<p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Respondent's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p> <p>Click or tap here to enter text.</p>								
<p>4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>Burke is offering the following volume discounts up to 15% off list price to Equalis members which allows customers to take advantage of deep discounting much sooner than by offering rebates.</p> <table> <tr> <th>List Price Range</th><th>Discount off list price</th></tr> <tr> <td>\$1-\$74,999</td><td>Standard discount of 7% off list price</td></tr> <tr> <td>\$75,000-\$149,999</td><td>10% Discount off list price</td></tr> <tr> <td>\$150,000 and above</td><td>15% Discount off list price</td></tr> </table> <p>Burke offers promotions throughout the year which will provide additional customer discounts. These promotional prices will be offered to Equalis customers and quoted accordingly. We will encourage Equalis customers to utilize these deep discounts when they are available.</p>	List Price Range	Discount off list price	\$1-\$74,999	Standard discount of 7% off list price	\$75,000-\$149,999	10% Discount off list price	\$150,000 and above	15% Discount off list price
List Price Range	Discount off list price								
\$1-\$74,999	Standard discount of 7% off list price								
\$75,000-\$149,999	10% Discount off list price								
\$150,000 and above	15% Discount off list price								

	<i>Please note that volume pricing does not apply to ShadePlay Max, GFRC Boulders, Stone Borders, Surfacing Products or Services offered in the RFP.</i>
4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how freight, shipping, and delivery costs are calculated.	The local Burke Representative is the customer's main contact for shipping and delivery. Our local Representatives receive immediate shipping quotes directly from Burke's partner carriers. When an order is placed, it is assigned a ship date and the local Representative will communicate that information to the customer. As the manufacturing process progresses, the Shipping Team monitors the parts within our system to ensure they are completed in time to be included with the proper order. Each order is packed to maximize the use of space and tracking information is provided to our Representative to be shared with the customer. If the customer prefers to arrange their own freight, they work with their local Representative before placing the order to make all necessary arrangements.
4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items or Sourced Goods. NOTE: For a definition of Open Market Items, please refer to Part One, Section 5.4 – Other Pricing Scenarios .	Pricing for Open Market goods is provided by the Burke Representative and is dependent on the state/region that the firm is based in. Prices fluctuate greatly depending on where the customer/Representative is located.
4.1.7. Total Cost of Acquisition. Identify any components from the total cost of acquisition that are <i>NOT</i> included in the Cost Proposal. This would include all additional charges that are not directly identified as freight or shipping. For example, permitting, installation, set up, mandatory training, site work, or initial inspection may be required but not initially considered in the Cost Proposal. Identify any parties that impose such costs and their relationship to the Respondent.	Permitting is not included in our proposal as these costs vary depending on state/local permitting requirements. Bonding costs are also not included in our pricing and are quoted on a per project basis. We have included installation and site services in our RFP response. Burke does not charge for our custom playground designs.
5. <u>GO-TO-MARKET STRATEGY</u>	
5.1. Respondent Organizational Structure & Staffing of Relationship	
5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas; 1. Executive Contact 2. Contract Manager	Please see the document entitled Burke Key Contact Resumes in the Supplemental Information Folder. Executive Contact: Ryan Bittner, CFO Email: rbittner@bciburke.com

<p>3. Sales Leader</p> <p>4. Reporting Contact</p> <p>5. Marketing Contact.</p> <p>***Indicate who the primary contact will be if it is not the Sales Leader.</p>	<p>Tel: 920-933-6690</p> <p>Contract Manager: Marianne Larson, Contract Administration & Events Manager Email: mlarson@bciburke.com Tel: 920-979-2721</p> <p>Sales Leader: Jody Becker, Director of Sales & Business Development Email: jbecker@bciburke.com Tel: 920-204-0966</p> <p>Reporting Contact: Keisha Krezman, Accounting Manager Email: kkrezman@bciburke.com Tel: 920-204-0964</p> <p>Marketing Contact: Jen Nicklas, Director of Marketing Email: jnicklas@bciburke.com Tel: 920-904-1345</p>
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>Our sales team consists of our CEO, COO, Director of Sales & Business Development, four Regional Sales Managers living throughout the United States, a sales support team in Fond du Lac, WI and more that 30 Representative Firms that have Burke exclusivity in specific geographies. Burke Representatives are mostly third-party firms with some direct sales reps where additional sales support is needed. However they are structured, they service all markets within a geography – schools, municipalities, childcare centers, churches, etc. Representative firms generally compensate on commission and profitability of their projects, Burke offers added incentives for market share growth and goal achievement within their territories.</p>
<p>5.2. Contract Implementation Strategy & Expectations</p>	
<p>5.2.1. Contract Expectations. What is your company's strategy to increase market share in the public sector while leveraging an Equalis Group Master Agreement?</p>	<p>Educating customers both about cooperative purchasing contracts and, if they are already familiar with them, that they can be used for playground and recreation purchases are two of the ways Burke will win new business with Sourcing Alliance/Equalis Group. We've found that entities who are familiar with cooperative purchasing contracts or have used them before for other products are more likely to use them again. They may not realize that they can simplify the playground and outdoor recreation purchasing process by utilizing cooperative contracts.</p>

	<p>By targeting entities that already utilize cooperative purchasing contracts for other products, and are familiar with their benefits but have not used one for purchasing playground or recreational products, we can tap into the potential of this group of already comfortable contract users. We will also educate other customers who can benefit from cooperative contracts about the benefits and how they can save them time and money.</p> <p>Burke will work with Equalis to continue to segment schools or other entities that adopted a purchasing program for other products and then target those entities for playground and recreational products as our starting point to growing the Sourcing Alliance/Equalis Group business.</p> <p>While we are doing this, we will also be providing additional education to our sales and distribution team at trainings both in-person and virtual, at the annual sales conference and during interpersonal meetings. This will help them educate their customers about cooperative contracts and specifically about the benefits of Sourcing Alliance/Equalis Group.</p>
<p>5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company’s vision and strategy to leverage a resulting contract with Equalis over the next five (5) years.</p> <p>Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; how you will market the contract, including deployment of the contract on your company website; and the time frames in which this will be completed.</p>	<p>Burke sells its products through an extensive network of exclusive Representative partners. Our growth strategy includes aggressive plans to increase market share by working closely with our Representatives to help them grow their businesses in the local government, K-12, and higher education market segments with introductions of the industry’s most innovative new products, targeted marketing/sales tools, aggressive promotional marketing and actively promoting the use of cooperative purchasing contracts such as Equalis.</p> <p>1. Assess Sourcing Alliance/Equalis Group’s Current Resources and Strengths:</p> <ul style="list-style-type: none"> • Collaborate with the team to identify key areas where there are concentrated resources (e.g., business development teams, sales representatives, etc.). • Identify regions where Equalis has the highest program utilization, successful customer engagement and established partnerships. <p>2. Geographic and Market Potential Alignment:</p> <ul style="list-style-type: none"> • Analyze and identify high-potential geographic areas for expansion, prioritizing regions with the strongest revenue potential for recreational products. • Cross-reference Equalis’ established territories with regions showing strong demand for the identified product categories to ensure alignment.

	<p>3. Collaborative Marketing Strategy:</p> <ul style="list-style-type: none"> • Develop a joint marketing strategy to promote Burke’s products through Equalis’ existing channels and contracts. • Collaborate on creating content that highlights the benefits of using the Equalis contract for procurement, showcasing how it simplifies purchasing for clients. • Plan co-branded campaigns including webinars, email newsletters and social media posts (LinkedIn) to target the decision-makers in the chosen territories. <p>4. Customer Targeting and Conversion Tactics:</p> <ul style="list-style-type: none"> • Identify and create a detailed list of key potential customers within each high-priority territory. • Develop specific outreach tactics tailored to each customer segment, emphasizing the value and efficiency of using the Equalis contract to purchase Burke’s products. • Establish a process for nurturing leads and converting them into customers through personalized follow-ups and sales support. <p>5. Joint Execution and Monitoring:</p> <ul style="list-style-type: none"> • Set clear roles and responsibilities for both teams (Equalis and Burke) to ensure smooth execution of marketing campaigns and customer outreach efforts. • Regularly assess and monitor the progress of joint initiatives, adjusting strategies based on feedback and results.
<p>5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>Year 1 – \$2.0M Year 2 – \$3.5M Year 3 – \$5.5M Year 4 – \$7.5M Year 5 – \$10.0M</p>

6. ADMIN FEE & REPORTING

6.1. *Administration Fee & Reporting*

6.1.1. *Administrative Fee.* Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.

The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically between two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.

Please provide your proposed Administrative Fee percentage or structure.

NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the **Attachment A – Model Administration Agreement.**

6.1.2. *Sales & Administrative Fee Reporting.* Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.

Burke agrees to provide monthly reports detailing the Equalis member sales invoiced the previous month by the 15th of each month.

6.1.3. *Contract Utilization Tracking.* Define the specific, step-by-step process for your sales and/or quote generation team to tie a quote, proposal, invoice, and/or purchase order to the Equalis cooperative contract in your Customer Relationship Management (“CRM”), sales system, or Enterprise Resource Planning (“ERP”) system. Include any individuals and/or teams involved in this process.

When the customer is ready to place an order, the Burke Representative will utilize Burke’s internet-based ordering system which is available for use by Authorized Representatives only. Once the order is in Burke’s system our Order Entry Department will process the order internally. The order is carefully reviewed by the Order Entry and Design Departments to ensure the order matches the customer’s purchase order including equipment, color, price, requested delivery date, shipping location and any other information pertinent to the order.

	<p>When the order has shipped, the Burke Representative will invoice the customer. All Equalis orders will be flagged as such in Burke's system so that Burke's Accounting Department is able to easily identify the Equalis orders and generate reports which accurately reflect Equalis order totals.</p>
<p>6.1.4. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that your sales organization provides, and Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>The Burke Representative will work closely with the customer to ensure the project is perfectly aligned with their needs and fits within their budget. The Representative will issue a customer quotation based on the Terms & Conditions of the Equalis contract. The customer quote is sent to Burke's Sales Administration Team for review to ensure contract compliance. Once reviewed and approved by Burke the quote is sent to the customer.</p> <p>When the order is placed, it is carefully reviewed by the Order Entry and Design Departments to ensure the order matches the customer's purchase order including equipment, color, price, requested delivery date, shipping location and any other information pertinent to the order.</p> <p>The Burke Representative will invoice the customer once the order has shipped. All Equalis orders are flagged as such in Burke's system so that Burke's Accounting Department is able to easily identify the Equalis orders and generate reports which accurately reflect Equalis order totals. Equalis Admin fees are remitted by our Accounting team based on the invoices flagged in our system.</p>

PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

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

Respondent certifies that this firm is a SBE or DBE: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

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PROPOSAL FORM 4: 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 provide the products and services included in their proposal which can include, 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

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

- ISO 9001:2015 Certification*
- ISO 14001:2015 Certification*
- IPEMA Certification – Burke is a founding and active member of the International Play Equipment Manufacturer’s Association (IPEMA). Burke’s Engineering and Product Manager, Scott Liebelt, is on the IPEMA Board of Directors. He attends ASTM and IPEMA meetings to participate in writing, revising, and interpreting the IPEMA procedures and ASTM-1487 standard, which is the consumer safety performance specification for playground equipment for public use.
 - The IPEMA website has been unavailable due to scheduled maintenance and I was unable to obtain a new Certificate specifically for this RFP response. I’ve attached a recent Certificate for purposes of this RFP.*
- Accredited IPEMA Certification facility
- Alliant Energy’s Second Nature™ Program
- Partner with US Environmental Protection Agency Green Power Program*
- Build America, Buy America Act (BABAA) *
- Currently, nine Burke employees are certified through the National Recreation and Park Association (NRPA) as Certified Playground Safety Inspectors. I’ve attached a sample CPSI Certificate for our Lead Designer, Tyler Hess.*
- See attachment entitled Burke’s Partnerships_Certifications for a complete list of Burke Certifications and Partnerships.*

*These documents are in the Supplemental Information folder.

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PARTNERSHIPS & CERTIFICATIONS



The **US Play Coalition™** is a partnership to promote the value of play throughout life. We are an international network of individuals and organizations that recognize play as a valuable and necessary part of a healthy and productive life. Our membership is diverse, including educators, parents, physicians, health scientists, park and recreation professionals, psychologists, landscape architects and many more. Membership is free and simply requires a declaration of shared commitment to the value of play.



Burke is a proud founding member of the **National Recreation and Park Association® (NRPA) Business Council** — a collaboration that will strengthen the connections between the essential role of parks and recreation and the business sector. The inaugural NRPA Business Council comprises strategic thinkers and collaborative decision-makers, representing businesses and allies who care deeply about parks and recreation. Learn more at nrpa.org/BusinessCouncil.



The **National Cooperative Procurement Partners (NCPP) Association** is North America's premier association for cooperative procurement. We are leading the way in elevating the discussion, advocacy, and educational content surrounding cooperative procurement. We work collaboratively to bring all the partners in procurement together—cooperative organizations, strategic suppliers with cooperative contracts, affiliated organizations, and public procurement professionals. Our mission is to produce meaningful resources to support public procurement agencies and become the go-to association for cooperative procurement. Learn more at ncppassociation.org.



PLAYGROUNDS POWERED BY RENEWABLE SOURCES

By participating in programs that support the development of clean energy, we are able to purchase **100%** of our electricity usage from renewable sources. This positions Burke® as an environmental leader within the playground industry and helped us earn the Green Power Partner designation from the U.S. Environmental Protection Agency. epa.gov/greenpower.



BCI Burke Company, LLC, is a member in good standing of IPEMA, the International Play Equipment Manufacturers Association. IPEMA is a member-driven international trade organization which represents and promotes an open market for manufacturers of play equipment and surfacing.



In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification program whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of compliance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playground Equipment and Surfacing, except clauses 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.



Check IPEMA website www.ipema.org to confirm product validation.



In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification program whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates a surfacing manufacturer's certification of compliance to ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion (in its entirety); ASTM F3351, Standard Test Method for Impact Testing In Laboratory at Specified Test Height; and for an engineered wood fiber manufacturer its certification of compliance, also to ASTM F2075, Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment; and for a Loose Fill Rubber manufacturer its certification of compliance, also to ASTM F3012, Standard Specification for Loose Fill Rubber for Use as a Playground Safety Surface under and around Playground Equipment. A list of current validated products, their thickness and critical height may be viewed www.ipema.org.

Check IPEMA website www.ipema.org to confirm product validation, its thickness and critical height.

The space requirements shown in this publication are shown to ASTM Standards. Requirements for other standards may be different.



ISO 9001:2015 AND ISO 14001:2015

NSF-ISR attests that BCI Burke Company, LLC, is in compliance with ISO 9001:2015 and the International Environmental Management Standard ISO 14001:2015.

ISO 9001:2015 emphasizes processes to aid in continuous improvement in quality and customer service. ISO 14001:2015 ensures Burke follows strict environmental controls in manufacturing processes.



Certificate of Registration

This certifies that the Quality Management System of

BCI Burke Company, LLC

660 Van Dyne Road
Fond du Lac, Wisconsin, 54936, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 9001:2015

Scope of Certification:

Design and Manufacture of Playground, Park and Recreation Equipment with the Design, Manufacture and Distribution of Parts.

Sameer Vachani
Senior Director, NSF-ISR

Certificate Number:	C0130541-ISO9
Certificate Decision Date:	27-NOV-2023
Certificate Issue Date:	27-NOV-2023
Cycle Effective Date:	27-NOV-2023
Certificate Expiration Date*:	27-NOV-2026

Issued by:

NSF International Strategic Registrations (NSF-ISR)
789 N. Dixboro Road, Ann Arbor, MI 48105 USA

Authorized Certification and/or Accreditation Marks. This certificate is property of NSF-ISR and must be returned upon request.

*Company is audited for conformance at regular intervals. To verify certification call (888) NSF-9000 or visit our web site at www.nsf-isr.org





Certificate of Registration

This certifies that the Environmental Management System of

BCI Burke Company, LLC

660 Van Dyne Road
Fond du Lac, Wisconsin, 54936, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 14001:2015

Scope of Certification:

Design and Manufacture of Playground, Park and Recreation Equipment with the Design, Manufacture and Distribution of Parts.

Sameer Vachani
Senior Director, NSF-ISR

Certificate Number:	C0130541-EM9
Certificate Decision Date:	27-NOV-2023
Certificate Issue Date:	27-NOV-2023
Cycle Effective Date:	27-NOV-2023
Certificate Expiration Date*:	27-NOV-2026

Issued by:

NSF International Strategic Registrations (NSF-ISR)
789 N. Dixboro Road, Ann Arbor, MI 48105 USA

Authorized Certification and/or Accreditation Marks. This certificate is property of NSF-ISR and must be returned upon request.

*Company is audited for conformance at regular intervals. To verify certification call (888) NSF-9000 or visit our web site at www.nsf-isr.org



Certificate of Environmental Excellence

GREENLIGHT ENERGY

PRESENTS THIS CERTIFICATE OF
ENVIRONMENTAL EXCELLENCE

TO

BCI BURKE

FOR THE PURCHASE OF

2,126,114 KILOWATT-HOURS OF
GREEN-E ENERGY® CERTIFIED
HYDROELECTRIC ENERGY [RY23]



Energy



INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



IPEMA ASTM F1487-21 CERTIFICATE OF COMPLIANCE

ISSUE DATE: July 10, 2023

Requested By: Matthew Stark

Project: 21-0232

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-21 (excluding sections 7.1.1, 10, 11.2, 11.3, 13.1.1, 13.1.2, 13.2, and 13.3) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of ASTM F1487-21 (excluding sections 7.1.1, 10, 11.2, 11.3, 13.1.1, 13.1.2, 13.2, and 13.3).

This certificate is invalid if any component or part is replaced, unless purchased from the original manufacturer and assembled in accordance with the original equipment manufacturer's instructions. Check with the manufacturer to determine the validity of the certification of the product(s) listed prior to using this certificate for proof of certification.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
370-0112	Atom Climber, 80"- 96"	Nucleus	BCI Burke Co., LLC
390-0184	Atom Climber, 80"- 96"	Synergy	BCI Burke Co., LLC
390-0183	Atom Climber, 56"- 72" Imagination	Synergy	BCI Burke Co., LLC
370-0050	Atom Climber, 56"- 72"	Nucleus	BCI Burke Co., LLC
390-0182	Atom Climber, 56"- 72"	Synergy	BCI Burke Co., LLC
390-0181	Atom Climber, 32"- 48" Imagination	Synergy	BCI Burke Co., LLC
390-0180	Atom Climber, 32"- 48"	Synergy	BCI Burke Co., LLC
370-0817	Atom Climber 32"- 48", w/o stanchion	Nucleus	BCI Burke Co., LLC



INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



IPEMA CSA Z614:20 UPDATE NO. 1 CERTIFICATE OF COMPLIANCE

ISSUE DATE: July 10, 2023

Requested By: Matthew Stark

Project: 21-0232

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to CSA Z614:20 Update No. 1 (excluding clauses 10 and 11) Children's Playspaces and Equipment.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of CSA Z614:20 Update No. 1 (excluding clauses 10 and 11).

This certificate is invalid if any component or part is replaced, unless purchased from the original manufacturer and assembled in accordance with the original equipment manufacturer's instructions. Check with the manufacturer to determine the validity of the certification of the product(s) listed prior to using this certificate for proof of certification.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
370-0112	Atom Climber, 80" - 96"	Nucleus	BCI Burke Co., LLC
390-0184	Atom Climber, 80" - 96"	Synergy	BCI Burke Co., LLC
390-0183	Atom Climber, 56" - 72" Imagination	Synergy	BCI Burke Co., LLC
370-0050	Atom Climber, 56" - 72"	Nucleus	BCI Burke Co., LLC
390-0182	Atom Climber, 56" - 72"	Synergy	BCI Burke Co., LLC
390-0181	Atom Climber, 32" - 48" Imagination	Synergy	BCI Burke Co., LLC
390-0180	Atom Climber, 32" - 48"	Synergy	BCI Burke Co., LLC
370-0817	Atom Climber 32" - 48", w/o stanchion	Nucleus	BCI Burke Co., LLC



INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



IPEMA CSA Z614:20 UPDATE NO. 1 CERTIFICAT DE CONFORMITÉ

Date de Délivrance Initiale: juillet 10, 2023

Demandé par: Matthew Stark

Nom du parc: 21-0232

Dans l'intérêt de la sécurité au terrain de jeu, IPEMA offre une certification par une tierce partie et TÜV SÜD America valide une certification par le fabricant de la conformité à la norme CSA Z614:20 Update No. 1 (excluant les articles 10, 11) les enfants les espaces de jeu et du matériel.

Le fabricant ci-dessous a reçu la validation de la part de TÜV SÜD America que les produits énumérés ci-dessous sont conformes aux exigences de la norme CSA Z614:20 Update No. 1 (excluant les articles 10, 11).

Ce certificat n'est pas valide si un composant ou une pièce est remplacé, à moins que le composant soit acheté du fabricant d'origine et assemblé conformément aux instructions du fabricant de l'équipement. Vérifiez auprès du fabricant pour déterminer la validité de la certification du (des) produit(s) indiqué(s) avant d'utiliser ce certificat pour la preuve de la certification.

MODÈLE n°	NOM COMMERCIAL DU PRODUIT	LIGNE DE PRODUIT	MANUFACTURIER
370-0112	Atom Climber, 80" - 96"	Nucleus	BCI Burke Co., LLC
390-0184	Atom Climber, 80" - 96"	Synergy	BCI Burke Co., LLC
390-0183	Atom Climber, 56" - 72" Imagination	Synergy	BCI Burke Co., LLC
370-0050	Atom Climber, 56" - 72"	Nucleus	BCI Burke Co., LLC
390-0182	Atom Climber, 56" - 72"	Synergy	BCI Burke Co., LLC
390-0181	Atom Climber, 32" - 48" Imagination	Synergy	BCI Burke Co., LLC
390-0180	Atom Climber, 32" - 48"	Synergy	BCI Burke Co., LLC
370-0817	Atom Climber 32" - 48", w/o stanchion	Nucleus	BCI Burke Co., LLC

National Recreation and Park Association

Let it be known that

TYLER HESS

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

November 28, 2022

DATE CERTIFIED

56561-1225

CERTIFICATION NUMBER

December 01, 2025

EXPIRATION DATE



NATIONAL RECREATION
AND PARK ASSOCIATION

January 1, 2025

Build America, Buy America Act (BABAA)

To all our Valued Customers,

BCI Burke Company, which has all of it's equipment manufacturing and business operations located in Fond du lac, WI, hereby certifies that all equipment produced at its facility is compliant to the requirements of The Build America, Buy America Act (BABAA), Pub. L. No. 117-58, §§ 70901-70952 and Buy America Law, 23 U.S.C. § 313 and 23 CFR § 635.410.

We thank you for joining our movement in bringing Play That Moves You to your community!

Sincerely,

Scott Liebelt
Director of Engineering & Product Development
BCI Burke Company, LLC
(920)933-6692
sliebelt@bciburke.com

PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Respondent warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Respondent whose name, or the name of any of the subcontractors proposed by the Respondent, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes
☒ No

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PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Respondent from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Respondent's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. Burke's performance and/or the performance of any of our proposed subcontractors under contracts for the provision of products and services that are the same or similar to those provided in this RFP have not resulted in any formal claims for breach of those contracts.

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Respondents must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Respondent from consideration, such governmental action and a review of the background details may result in a rejection of the Respondent's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. Burke has not been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to our company's performance of services similar to those described in this RFP.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

☒ **Yes**

☐ **No**


If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Respondent Response: Burke has included a list of our Authorized Representatives and a Territory map with this RFP response. When there are changes to our list of Authorized Representatives, Burke will submit the updated list to CCOG for its approval. The information is also included on Burke's public website at <https://www.bciburke.com/connect/find-your-representative>.


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PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Companies responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Respondent's proposal being deemed nonresponsive to this RFP.**

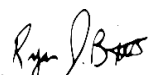
I, , hereby certify and affirm that BCI Burke Company, LLC has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND


I, , hereby certify and affirm that BCI Burke Company, LLC, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:


- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard *(as opposed to a record keeping or administrative standard)* in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, , hereby certify and affirm that BCI Burke company, LLC, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, , hereby certify and affirm that BCI Burke Company, LLC either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, , hereby affirm that this proposal accurately represents the capabilities and qualifications of BCI Burke Company, LLC, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. *(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)*

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Respondent is 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.

Authorized signature:



Printed Name:

Ryan J Bittner

Company Name:

BCI Burke Company, LLC

Mailing Address:

PO Box 549, Fond du Lac, WI 54937

Email Address:

rbittner@bciburke.com

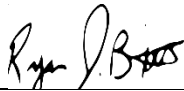
Job Title:

CFO

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PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Respondent, 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.

Respondents Name:	<u>Ryan Bittner</u>
Mailing Address:	<u>PO Box 549, Fond du Lac, WI 54937</u>
Signature	<u></u>
Title of Signatory:	<u>CFO</u>

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PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

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 ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Respondent 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 one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:



Date:

March 26, 2025

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PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *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 CCOG Participating entities in which work is being performed.

2. *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: 
Date: March 26, 2025

(The rest of this page is intentionally left blank)

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Respondent 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 Respondent agree? Yes



(Initials of Authorized Representative)

(The rest of this page is intentionally left blank)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

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 Respondents submitting proposals must complete this Federal Funds Certification Form regarding Respondent'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 Members for their use while considering their purchasing options when using federal 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 their 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, CCOG 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. *Supplier Partner Violation or Breach of Contract Terms*

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$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 Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

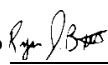
The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Respondent 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 ten thousand dollars (\$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. Respondent 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.

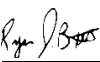
Does Respondent agree? 

(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. Supplier Partner 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 Supplier Partner agrees that it shall comply with such provision.

Does Respondent agree? 


(Initials of Authorized Representative)

4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner 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, Supplier Partner 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, Supplier Partner 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. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner 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 Supplier Partner 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 Respondent 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 one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner 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, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (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 Respondent agree? R. J. B.

(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.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Respondent agree? R. J. B.

(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 one hundred fifty thousand dollars (\$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, Supplier Partner 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 Respondent agree? R. J. B.

(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.

Supplier Partner certifies that Supplier Partner 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. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner 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 Respondent agree? 
(Initials of Authorized Representative)


9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Respondent agree? 
(Initials of Authorized Representative)

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner 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 maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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 Respondent agree? 

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Respondent agree? R. J. B.

(Initials of Authorized Representative)

12. 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 Respondent agree? R. J. B.

(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Respondent agree? R. J. B.

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members 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 Respondent agree? RJB

(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 Respondent agree? RJB

(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.

Authorized signature: RJB

Printed Name: Ryan J Bittner
Company Name: BCI Burke Company, LLC
Mailing Address: PO Box 549, Fond du Lac, WI 54937
Job Title: CFO

(The rest of this page is intentionally left blank)

PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

Please answer the following question. If yes, complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies utilizing FEMA funds or seeking reimbursement from FEMA?	<input checked="checked" type="checkbox"/> Yes
	<input type="checkbox"/> No

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 who desire to work with Members utilizing FEMA funds 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, CCOG 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 Ryan J. Bates
(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 Ryan J. Bates
(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 Ryan J. Bates
(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 Ryan J. Bates
(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 Ryan J. Bates
(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 Ryan J. Bittner
(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 Ryan J. Bittner
(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 Ryan J. Bittner
(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.

Authorized signature:



Printed Name: Ryan J Bittner
Company Name: BCI Burke Company, LLC
Mailing Address: PO Box 549, Fond du Lac, WI 54937
Job Title: CFO

PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies in the State of Arizona?	<input checked="checked" type="checkbox"/> Yes
	<input type="checkbox"/> No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local 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"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG 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. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG 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 upon 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 CCOG 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, CCOG and CCOG 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.

Does Respondent agree? yes 
(Initials of Authorized Representative)

Date: March 26, 2025

(The rest of this page is intentionally left blank)

PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, complete this Proposal Form.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input checked="checked" type="checkbox"/> Yes
	<input type="checkbox"/> No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

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

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

A. 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:

Street:

City, State, Zip Code:

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, , an authorized representative , 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
------	---------	----------

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

Signature:

Date:

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

(The rest of this page is intentionally left blank)

B. Non-Collusion Affidavit

Respondent Name: Enter Respondent Name

Street Address: Enter Respondent Name

City, State Zip: Enter Respondent Name

State of New Jersey

County of Insert County name

I, Insert name here. of the Insert name of City in the County of Insert name of County, State of Insert name of State of full age, being duly sworn according to law on my oath depose and say that:

I am the Insert name of job title. of the firm of Insert 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

Authorized signature:

Job Title: Insert job title here.

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

C. **Affirmative Action Affidavit (P.L. 1975, C.127)**

Company Name: Click or tap here to enter text.
Street Address: Click or tap here to enter text.
City, State, Zip Code: Click or tap here to enter text.

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)

Suppliers 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:

☐ 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

☐ 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.

Authorized Signature: _____
Title of Signatory: Click or tap here to enter text.
Date: Click or tap here to enter text.

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 it 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

(The rest of this page is intentionally left blank)

D. 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.**

CONTRACTOR INSTRUCTIONS

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

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

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

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

¹ 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:	Insert vendor name here.		
Address:	Insert street address here.		
City:	Insert City Here.	State:State.	Zip:Zip Code

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.

_____	Insert Full Name	Insert Title.
Signature of Vendor	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)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
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Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

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List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders
{County Executive}

County Clerk
Surrogate

Sheriff

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

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

E. Stockholder Disclosure Certification

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

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

Stockholders:

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

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

(The rest of this page is intentionally left blank)

PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

☐ 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:

Modification to Section 2.8 as follows:

Winning Supplier Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/~~\$5,000,000~~ **\$2,000,000** annual aggregate) applicable to any claims, liabilities, damages,

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

2025.05.30 - Exception accepted

PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.


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 in **Attachment A - Sample Administration Agreement.**
- ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions in the Sample Administration Agreement. Negotiations will commence with Equalis Group after CCOG has completed the contract award.

PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD. RESPONDENTS WHO FAIL TO DO SO WILL BE DETERMINED UNRESPONSIVE AND WILL NO LONGER BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal 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.

Company Name BCI Burke Company, LLC
Address 727 Northwest Way
City/State/Zip Fond du Lac, WI 54937
Phone Number (920) 921-9220
Email Address rbittner@bciburke.com
Printed Name Ryan Bittner
Job Title CFO
Authorized Signature 


Initial Term of the Master Agreement

Contract Effective Date: July 1, 2025
Contract Expiration Date: June 30, 2029
Contract Number: COG-2165A

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5540 Granite Parkway, Suite 200
Plano, Texas 75024

By: 
Seth Cales (Jun 2, 2025 10:02 EDT)
Name: Seth Cales
As: CCOG Board President
Date: Jun 2, 2025

By: 
Name: Eric Merkle
As: EVP, Procurement & Operations
Date: May 30, 2025

Agreement - BCI Burke & CCOG (Master)









2025.07.01

Final Audit Report

2025-06-02

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By:	David Robbins (drobbins@equalisgroup.org)
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