



REQUEST FOR PROPOSALS:
Playground Equipment & Related Solutions

RFP #:
COG-2165

ISSUED BY:
The Cooperative Council of Governments
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333
Cleveland, Ohio 44139*

DATED:
March 7, 2025

SECTION TWO:
Proposal Submission Documents, Technical Proposal, Cost
Proposal and Other Required Forms

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PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- ☐ Proposal Form 1: Technical Proposal

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- ☐ Proposal Form 2: Cost Proposal

OTHER REQUIRED PROPOSAL FORMS:

- ☐ Proposal Form 3: Diversity Vendor Certification Participation
- ☐ Proposal Form 4: Certifications and Licenses
- ☐ Proposal Form 5: Unresolved Findings for Recovery
- ☐ Proposal Form 6: Mandatory Disclosures
- ☐ Proposal Form 7: Dealer, Reseller, and Distributor Authorization
- ☐ Proposal Form 8: Mandatory Supplier & Proposal Certifications
- ☐ Proposal Form 9: Clean Air Act & Clean Water Act
- ☐ Proposal Form 10: Debarment Notice
- ☐ Proposal Form 11: Lobbying Certification
- ☐ Proposal Form 12: Contractor Certification Requirements
- ☐ Proposal Form 13: Boycott Certification
- ☐ Proposal Form 14 Federal Funds Certification Form
- ☐ Proposal Form 15 FEMA Funding Requirements Certification Form
- ☐ Proposal Form 16: Arizona Contractor Requirements
- ☐ Proposal Form 17: New Jersey Requirements
- ☐ Proposal Form 18: General Terms and Conditions Acceptance Form
- ☐ Proposal Form 19: Equalis Group Administration Agreement Declaration
- ☐ Proposal Form 20: Master Agreement Signature Form

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	<u>Enter legal name of entity responding to the RFP.</u>	
1.1.2. Corporate Street Address:	<u>Street Address, City, State & Zip.</u>	
1.1.3. Website:	<u>Click or tap here to enter text.</u>	
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.	<u>Click or tap here to enter text.</u>	
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:	<u>Justin</u>
	Title:	<u>President</u>
	Phone:	<u>6155426644</u>
	E-Mail Address:	<u>Justin@GreatSouthernRec.com</u>
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:	<u>Justin Vance</u>
	Title:	<u>President</u>
	Phone:	<u>6155426644</u>
	E-Mail Address:	<u>Justin@GreatSouthernRec.com</u>

1.2. Financial Strength & Legal Considerations

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	<u>Financials provided through a secure link upon request.</u> <u>Bank letters, letters of credit, bonding capacity, bid bonds, etc... all provided. All information is considered "Confidential"</u>
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<p>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 will be redacted from any future use of the RFP response.</p>	<p><u>GSR CFO is Jeff McDougal. He can be reached at Jeff@GreatSouthernRec.com</u></p>
<p>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.</p>	<p><u>None</u></p>
<p>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.</p>	<p><u>None</u></p>
<p>1.3. Industry Qualifications</p>	
<p>1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p><u>Great Southern Recreation is a licensed General Contractor in multiple states and is a distributor of leading park and recreation equipment.</u></p>
<p>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.</p>	<p><u>Attached</u></p>
<p>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.</p>	<p><u>This contract would be made primarily available to municipalities and school systems in IL, KS, MO, IA, TN, AL, MS, GA, SC, KY, WV, NC, FL and VA.</u></p>

<p>NOTE: Respondents intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form</u>.</p>	
<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 applicable, is your network independent or company owned?</p>	<p><u>N/A</u></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><u>GSR has build hundreds of playgrounds each year since 2014. 100% of our company revenue is derived from this type of work.</u></p>
<p>1.3.6. Geographic Reach. Describe your company's current service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p><u>IL, KS, MO, IA, TN, AL, MS, GA, SC, KY, WV, NC, FL and VA.</u></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>X 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</p>	<p><u>We hold any and all pertinent licenses to perform our necessary work.</u></p> <p><u>That includes a general contractor's license in every available state. Copies of those licenses are attached for your review.</u></p>

<p>on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>Provide copies of any of the certificates or licenses included in your response in Proposal Form 5 - Certifications and Licenses.</p>	
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><u>We typically piggy-back on manufacturer's contracts. We recently signed a contrac with AEPA and just sold our first few projects through that contract.</u></p> <p><u>We move millions of dollars worth of projects each year through Omnia, HGAC, Sourcewell and others... but those contracts are held by manufacturers.</u></p> <p><u>We'd like to move all that business to this contract.</u></p>
<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><u>\$18M - \$24M</u></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><u>\$12 - \$18M</u></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><u>Attached.</u></p>

Each reference should include:

- 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.

2. PRODUCTS & SERVICES

2.1. PRODUCTS & SERVICES

2.1.1. Product Offering & Description(s). Provide a detailed description of the products you are offering as a part of your proposal.

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.

IMPORTANT. This description along with the products and services included in the **Attachment B – Cost Proposal** will be utilized to define the overall products and services available under a resulting contract.

Playgrounds, Splash Pads, shade structure, adult fitness equipment, safety surfaces - audits and inspections - and site amenities.

Please see attached.

2.1.2. Service & Solution Capabilities. Provide a detailed description of the services you are offering as a part of your proposal.

Attached.


<p>Your response may include, but is not limited to, information related to turnkey capabilities, project management, design, 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>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>Attached.</u></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 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><u>As a licensed General Contract, GSR is capable of performing related scopes when needed by the client.</u></p> <p><u>For instance, if the playground requires drainage, an ADA complaint sidewalk and site repair, GSR would perform all of these scopes alongside the playground or splash pad.</u></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</p>	<p><u>Attached.</u></p> <p><u>Others available upon request.</u></p>

<p>any extended warranty options must be included in <u>Attachment B – Cost Proposal.</u></p>	
<p>3. <u>BUSINESS OPERATIONS</u></p>	
<p>3.1. Logistics</p>	
<p>3.1.1. <i>Distribution & Shipping Capabilities.</i> 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><u>GSR services all of our active states with a full Operations department.</u></p>
<p>3.2. Customer Service</p>	
<p>3.2.1. <i>Customer Service Department.</i> 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><u>GSR employs team members specifically tasked with client services, operations administration and sales administration.</u></p> <p><u>Please see attached Org Chart.</u></p>
<p>3.3. Customer Set Up; Order & Invoice Processing; Payment</p>	
<p>3.3.1. <i>Proposal Development, Order, and Invoice Process.</i> Describe your company's proposal development, order, and invoice process.</p>	<p><u>Listen, design, propose, coordinate.</u></p> <p><u>We listen to a client's needs and vision, design as needed, develop and submit itemized cost proposals then executed the project accordingly.</u></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><u>Not usually.</u></p>

3.4. Bonding Capabilities	
<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><u>GSR is capable of bonding any project. Rating is A+. Please see attached</u></p>
3.5. Sustainability, Reclamation, and Recycling Initiatives	
<p>3.5.1. <i>Sustainable Company Initiatives.</i> Describe the ways in which your company is addressing the issue of sustainability.</p>	<p><u>GSR utilizes green and post-consumer products where possible.</u></p>
4. PRICING	
4.1. Cost Proposal	
<p>4.1.1. <i>Pricing Model.</i> 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><u>Standard products are prices annually in a verifiable published price list. Those prices are utilized when developing a client proposal.</u></p> <p><u>Proposals can be audited against any annually published price list, as needed.</u></p> <p><u>Our proposals are turn-key and include all installation, freight, receiving and necessary safety features and services.</u></p>
<p>4.1.2. <i>Auditable.</i> 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><u>Proposals can be audited against any annually published price list, as needed.</u></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>X lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input 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>Added discounts would be available for multi-site purchases.</p>
<p>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.</p>	<p>Yes</p>
<p>4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items or Sourced Goods.</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>4.1.7. Total Cost of Acquisition. Identify any components from the total cost of acquisition that are <u>NOT</u> 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</p>	<p>Projects are quoted in a turn-key manner.</p>

and their relationship to the Respondent.	
5. GO-TO-MARKET STRATEGY	
5.1. Respondent Organizational Structure & Staffing of Relationship	
<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. <p>***Indicate who the primary contact will be if it is not the Sales Leader.</p>	<p><u>See attached organization chart and technical responses</u></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><u>Please see attached Sales Territory Map</u></p>
5.2. Contract Implementation Strategy & Expectations	
<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>GSR's marketing efforts begin with our Territory Manager role. Territory Managers average 5 - 7+ in person meetings every week with clients about new projects. Ideally, projects we can have purchased through Greenbush.</p> <p>We also maintain a strong presence at industry trade shows, forums, fundraisers and CEU Courses.</p> <p>GSR also markets our products and services online and via various lead-generation processes.</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</p>	<p>Number 1. is being present with existing and potential customers in person. Our focus to be in person with a customer in their office, at a tradeshow or golf tournament is our key to success. It's worked for 10 years and we don't plan on slowing down.</p> <p>In addition, we supplement these efforts with tradeshow visit email campaigns, passing along additional sales promotions from our suppliers. We would plan to</p>

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>showcase our partnership with Equalis through each channel.</p> <p>GSR is aggressively marketing our products and services in each active territory. Equalis will be a key element of serving our clients well as it will become our “recommended procurement method” for each project. Our standard operating procedure will assume a client will purchase via the discounted Equalis contract.</p>
5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?	<u>GSR would like to see Equalis become our recommended “go-to-market” strategy for cooperative purchasing. An awarded contract would allow us to move from a fragmented process to a single-sourced recommendation.</u>
6. ADMIN FEE & REPORTING	
6.1. Administration Fee & Reporting	
<p>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.</p> <p>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.</p> <p>Please provide your proposed Administrative Fee percentage or structure.</p> <p>NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement</u>.</p>	
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 15 th of each month. Confirm that your	<u>Confirmed</u>

<p>company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	
<p>6.1.3. <i>Contract Utilization Tracking.</i> 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.</p>	<p><u>GSR tracks every project we sell. We utilize SalesForce as our CRM platform and would track Equalis proposals through the entire sales cycle.</u></p>
<p>6.1.4. <i>Self-Audit.</i> 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><u>We audit project and associated bills on a weekly basis.</u></p>

PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Respondent's proposal submission. Respondents are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Respondent's Cost Proposal must include the information requested in **Section 5 – Cost Proposal & Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Respondents that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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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, disabled 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.

Attached.

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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

X 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.

No breach has been made, claimed or reported.

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.

None.

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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.

This list will be provided to Equalis upon request.

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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, **Justin Vance**, hereby certify and affirm that **Great Southern Recreation** 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, **Justin Vance**, hereby certify and affirm that **Great Southern Recreation**, 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, **Justin Vance**, hereby certify and affirm that **Great Southern Recreation**, 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

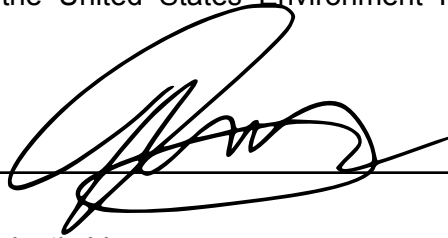
I, **Justin Vance**, hereby certify and affirm that **Great Southern Recreation** either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section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

I, **Justin Vance**, hereby affirm that this proposal accurately represents the capabilities and qualifications of **Great Southern Recreation** 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: _____

Justin Vance

Company Name: _____

Great Southern Recreation, LLC

Mailing Address: _____

2441-Q Old Fort Parkway #462,
Murfreesboro TN 37128

Email Address: _____

Justin@GreatSouthernRec.com

Job Title: _____

President

(The rest of this page is intentionally left blank)

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:

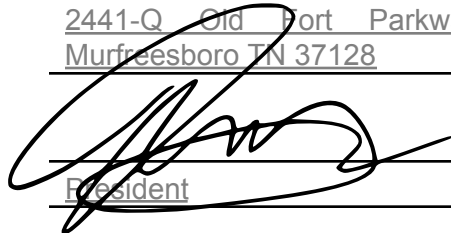
Justin Vance

Mailing Address:

2441-Q Old Port Parkway #462,
Murfreesboro TN 37128

Signature

Title of Signatory:


President

(The rest of this page is intentionally left blank)

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.

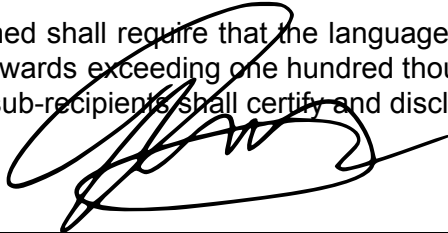
The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Respondent that:

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:

4/3/2025

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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.

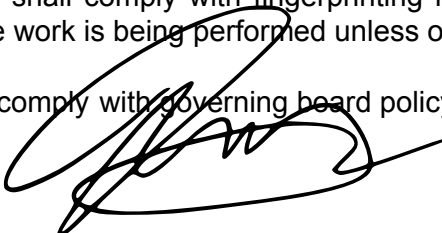
Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

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: _____

4/3/2025.

(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? JV
(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.

Does Respondent agree?JV_

(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? JV

(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? JV

(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 determination 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? JV

(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? JV.

(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? JV.

(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? JV.

(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? JV.

(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? JV.

(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? JV.

(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? JV.

(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? JV.

(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? JV.

(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? JV.

(Initials of Authorized Representative)

15. ***Applicability to Subcontractors***

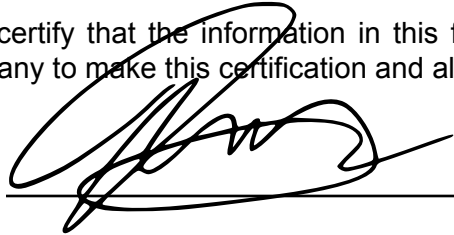
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Respondent agree? JV.

(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:

Justin Vance

Company Name:

Great Southern Recreation, LLC

Mailing Address:

2441-Q Old Fort Pkwy #461 Murfreesboro TN 37128

Job Title:

President

(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"/> X	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? JV

(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? JV

(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? JV

(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? JV

(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? JV

(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? JV

(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? JV

(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? JV

(Initials of Authorized Representative)

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

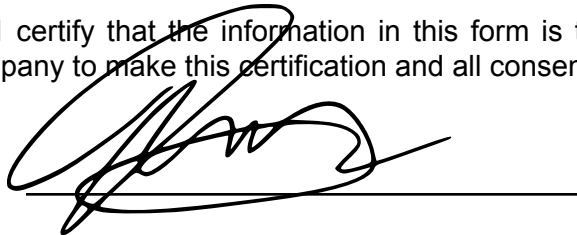
The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform 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? JV

(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: Justin Vance

Company Name: Great Southern Recreation, LLC

Mailing Address: 2441-Q Old Fort Pkwy #461 Murfreesboro TN 37128

Job Title: Presdient

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 type="checkbox"/>	Yes
	X	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? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

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

(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 type="checkbox"/>	Yes
	X	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.

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
			\$
None			

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
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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 Clerk

Sheriff

{County Executive}

Surrogate

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

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

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 ____. (Notary Public) My Commission expires:		 _____ (Affiant) _____ (Print name & title of affiant) (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:

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

(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.*)

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.

- X 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 Great Southern Recreation, LLC
Address 2441-Q Old Fort Pkwy #461 Murfreesboro TN 37128
City/State/Zip _____
Phone Number 615-542-6644
Email Address Justin@GreatSouthernRec.com
Printed Name Justin Vance
Job Title President
Authorized Signature 

Initial Term of the Master Agreement

Contract Effective Date: July 1, 2025
Contract Expiration Date: June 30, 2029
Contract Number: _____

(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: _____
Name: Franklyn A. Corlett
As: CCOG Board President

By: _____
Name: Eric Merkle
As: EVP, Procurement & Operations

Date:

Date:



3/9/2020

RE: Authorized Playcraft Systems Consultant

To Whom It May Concern:

Playcraft Systems, LLC., a Playcore Company, with its principal place of business being 123 North Valley Drive, Grants Pass, OR 97526, USA hereby confirms that we have an agreement with

**Great Southern Recreation
2441-Q Old Fort Pkwy #462
Murfreesboro, TN 37128**

to act as our consultant/distributor in South Carolina being entitled to offer, sell, and install the products, parts and accessories manufactured and/or sold by us under the name "Playcraft Systems".

Furthermore, Great Southern Recreation is authorized to accept Purchase Orders and are responsible for sales and service of our Playcraft Systems products in South Carolina.

This agreement is valid until further notice.

C. J. Schatza
Playcraft Systems, LLC.
Vice President/General Manager



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State

State Licensing Board for Residential and General Contractors

LICENSE NO. GCQA007121

Justin Ray Vance

2441Q Old Fort Parkway

Suite 462

Murfreesboro TN 37128

Company Name: Great Southern Recreation, LLC

Company License NO: GCCO007127

General Contractor Qualifying Agent

EXP DATE - 06/30/2026 Status: Active

Issue Date: 03/16/2021

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing

237 Coliseum Drive

Macon GA 31217

Phone: (404) 424-9966

www.sos.ga.gov/plb

Justin Ray Vance
2441Q Old Fort Parkway
Suite 462
Murfreesboro TN 37128



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State

Georgia State Licensing Board for Residential and General Contractors

License No. GCQA007121

Justin Ray Vance

2441Q Old Fort Parkway

Suite 462

Murfreesboro TN 37128

Company Name: Great Southern Recreation, LLC

Company License NO: GCCO007127

General Contractor Qualifying Agent

EXP DATE - 06/30/2026 Status: Active

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State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

GREAT SOUTHERN RECREATION LLC

2441-Q OLD FORT PKWY #462

MURFREESBORO, TN 37128

is duly registered and entitled to perform

PLAYGROUND & RECREATION EQUIPMENT



We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 21 day of Feb., 2025

CERTIFICATE OF RESPONSIBILITY

No. 20985-SC

Expires Feb. 21, 2026

Joel A. Canfield,

CHAIRMAN OF THE BOARD



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State

State Licensing Board for Residential and General Contractors

LICENSE NO. GCQA007121

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EXP DATE - 06/30/2026 Status: Active

Issue Date: 03/16/2021

STATE OF ALABAMA

BID LIMIT: U
UNLIMITED
AMOUNT:

LICENSE NO.: 50355
TYPE: RENEWAL



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

GREAT SOUTHERN RECREATION LLC

MURFREESBORO, TN 37128

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

MU-S: RECREATIONAL AREAS

until August 31, 2025 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

28th day of August, 2024

209901

Michael B. Tate

SECRETARY-TREASURER

David A. Linder

CHAIRMAN



Security Features

Hidden Pantograph
Coin Reactive Ink
Artificial Watermark
Uniform Background
Color: OFF WHITE

Microprinting

Features List

Erasure Protection

The following security features exceed state mandates.

Document Appearance if Altered

- The word "VOID" appears when copied.
- Ink changes color when rubbed with a coin.
- Special paper containing "watermarking".
- If someone tries to erase or copy, the consistent background color will look altered and will show the color of the underlying paper.
- Frame around features list box is composed of type "SECURITYGUARDPLUSMICROPRINTINGFEATURE" and can be viewed with a magnifier.
- Complete list of security features on the paper for compliance purposes.
- Erase any of the signatures and the background will look altered.



Security Features

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Coin Reactive Ink
Artificial Watermark
Uniform Background
Color: OFF WHITE

Microprinting

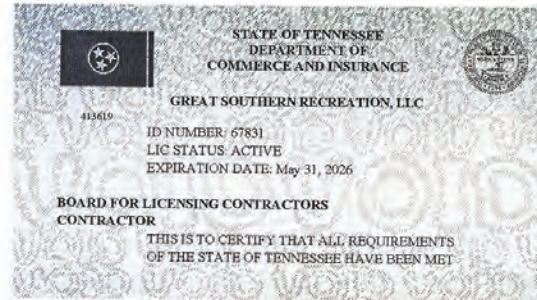
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- Erase any of the signatures and the background will look altered.



ATTN:JUSTIN VANCE
GREAT SOUTHERN RECREATION, LLC
2441 Q OLD FORT PARKWAY
#462
MURFREESBORO, TN 37128



INDUSTRY LEADING WARRANTY

Every product we manufacture is designed with quality, safety and value in mind. Every project we undertake is an opportunity to prove that Playcraft Systems is setting a new standard and raising the bar on quality and play expectations... one playground at a time.



Playcraft Systems® warrants its products to be free from defects in materials and workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice. Playcraft Systems® further warrants as follows:

LIFETIME LIMITED WARRANTY

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

TWENTY-FIVE (25) YEAR LIMITED WARRANTY

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

FIFTEEN (15) YEAR LIMITED WARRANTY

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

All warranties above commence on the date of the original invoice from Playcraft Systems®. For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials and workmanship. The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment. This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 90 days of receipt of the written notification. Repair or

TEN (10) YEAR LIMITED WARRANTY

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

TEN (10) YEAR LIMITED WARRANTY

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

FIVE (5) YEAR LIMITED WARRANTY

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

THREE (3) YEAR LIMITED WARRANTY

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

ONE (1) YEAR LIMITED WARRANTY

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

replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD. To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526. Due to our ongoing commitment to product development and Improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice. (Rev. Q)



WATERPLAY® PRODUCT WARRANTY

Waterplay Solutions Corp.® (Waterplay) is committed to delivering the highest quality products on the market. Waterplay features are built with the best materials, to the most stringent manufacturing standards. Our personal pride and construction confidence are backed by the following warranties:

Material Warranty

◆ Stainless Steel Piping & Weldments	25 years
◆ Aluminum Materials	10 years
◆ Acetyl Nozzles, Urethane/HDPE	5 years
◆ Fiberglass, Acrylic & Polycarbonate Materials	2 years
◆ Stainless Steel Hardware	2 years
◆ Concrete (play features only)	1 year
◆ Decals (out of reach of patrons)	1 year

Water Distribution Warranty

◆ Water Distribution Skid	10 years
◆ Water Distribution & Recirculation Equipment	2 years
◆ Electrical Controllers & Activator Switches	2 years
◆ Kiosk Contents & Hardware	2 years

Play Feature Warranty

◆ Sound Components	2 years
◆ Moving Parts	2 years
◆ LED Components	1 year

Play Feature Finish Warranty

◆ Powder Coated	2 years
◆ Painted (Airbrushed Graphics)	2 years

This warranty does not cover any damage caused by accident, improper care, negligence, normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism. Natural fading in feature finish over time are considered cosmetic issues and not covered. Features installed in indoor aquatic facilities, coastal areas and areas with high heat and humidity will encounter more discoloring and cosmetic issues.

Waterplay staff and/or appointed service agents are prepared with guidelines for maintenance and rapid response assistance should anything go awry. With our reliable support and quality products, Waterplay takes pride in knowing that our customers have a quality system that runs without interruption. Waterplay offers an option to extend your standard warranty on the control panel to 3, 4 or 5 years. Extended warranty



commences at expiration of the standard 2 year warranty period and must be purchased by the time the park is commissioned or within 12 months of goods received on site, whichever comes first.

SAFETY

In situations where Waterplay products are utilized for any purpose other than those approved by Waterplay, the customer will be held fully responsible. In addition, Waterplay will not be held responsible for the operation, function, performance, misuse, injuries, or claims resulting from any other products installed within proximity to water structures manufactured by Waterplay.

CONDITIONS

1. Park registration process must be complete prior to a warranty claim being processed
<http://www.waterplay.com/en/park-registration/>
2. All warranties commence upon receipt of goods on site and are only valid if Waterplay equipment is installed in accordance with Waterplay specifications and installation instructions. Waterplay will not cover warranty issues resulting from installation errors.
3. Modifications to Waterplay equipment without prior written approval will void all warranties covered by this document.
4. Warranties are limited to the value of parts and components sold. The client is responsible for the cost of removing and replacing warranted parts/features, the cost for shipping of warranty items to the client site and the return of defect items to Waterplay (if required).
5. All warranty claims against shipping damages or missing parts will be in accordance with the Terms & Conditions of the Purchase Agreement.
6. It is the responsibility of the owner to inspect all aspects of their facility at regular intervals. All maintenance shall be performed in accordance with the Waterplay Owner's Manual and documented in an approved log book.
7. Waterplay does not assume responsibility for damage resulting from extreme weather conditions such as flooding, fires, lightning or any act of force majeure. Waterplay does not warrant defects or damage caused by water supply or quality of utilities nor does it warrant landscaping, site amenities or surfacing in areas where Waterplay products are installed.
8. Any warranty issues are governed by the laws of the province of British Columbia, Canada.
9. Warranty claims will only be processed for accounts considered to be in good standing at the time the claim is made.
10. The foregoing warranties are exclusive and in lieu of all other warranties. There shall be no liability for incidental or consequential damages.
11. Waterplay reserves the right to develop, improve, change or discontinue any product and/or specification without notice and is has no obligation to retrofit these changes into existing parks.

STATEMENT OF WARRANTY

Parts Replacement Warranty 5 Years

Earthscape warrants that if any of our playground components fail due to defects in workmanship or materials, we will provide replacement for all parts found defective without cost provided that the initial installation and subsequent repair were completed by Earthscape or under their supervision/consultation. Labor and shipping to replace warrantied parts to be supplied by others. Warranty period begins from date of delivery.

Earthscape additionally warrants against:

Structural failure, due to corrosion and/or deterioration caused by defects in materials and manufacturing workmanship as follows:

Stainless Steel Hardware	15 years
Posts made of Robinia	10 years
Accoya® Wood Products	10 Years
AYC wood Products	10 years
Galvanized structural components	10 years
All Other Metal Components	5 years
All other Wood Elements	5 years
Plastic and Composite Components	3 years
Cables/Rope	2 years
Moving Parts	1 year
Moving water Components	1 year
Electronic Components	1 year
Wood stain - vertical	1 year
Wood stain - horizontal	no warranty

Exclusions

Warranty claims will be compromised should any claim be a result of:

1. Vandalism, abuse, misuse or accident.
2. Normal cosmetic changes such as: scratches, dents, marring, fading, discoloration, cable fraying.
3. Acts of God such as: hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms.
4. Environmental factors such as: windblown or human dispersed aggregates, salt spray, salt water, and chlorinated water.
5. Timber elements contain knots, knot holes, checks, and splits. These cosmetic defects become more prominent over time. Replacement or repair of these non-structural defects is excluded from warranty.

6. Normal Wear and Tear
7. Failure to Maintain in accordance with Playground Safety Standards and manufacturer's requirements.
8. Improper Installation: When installed by a 3rd party
9. Unauthorized additions, alterations or repairs by other than Earthscape
10. Unintentional Playground Safety Standards Non-Compliance oversight which was not reported within 12 months after the date of invoice.
11. Other regulatory requirements or inspector comments that exceed or are outside of the scope of Playground Safety Standards.
12. Termite or other insect damage due to installation in areas known to be infested with aggressive wood-damaging insects.

Playground Safety Standards Compliance

Earthscape warrants that all playground equipment products manufactured will be completed in accordance with Playground Safety Standards. Earthscape will supply replacement parts, without cost, to rectify any non-compliant issues caused by improper design or manufacturing processes. We reserve the right to have 3rd party Certified Playground Safety Inspector review the work. In the event of a disagreement regarding Playground Safety Standard Compliance, the less stringent interpretation shall apply.



Cre8Play Warranty

Limited Warranty

Cre8Play, LLC warrants its products to the original customer to be free from structural failure, due to defect in materials or workmanship during normal use and installation in accordance with our published specifications.

The warranty shall commence on the date of the signed warranty form and terminate at the end of the period stated below.

The warranty is valid ONLY if the products and structures are; installed properly, conforms with the layout plan and installation instructions as provide by Cre8Play, using approved parts, maintained and inspected annually with written documentation and or in accordance with Cre8Play instructions; subjected to normal use for the purpose for which the products were designed; not subject to vandalism, misuse, neglect, accident or unauthorized addition or substitution of parts; not moved, in whole or in part, after its initial installation; and not modified, altered, or repaired by persons other than approved Cre8Play installers or designees.

This warranty does not cover;

- Cosmetic damage or defects, such as surface scratches, dents, marring, fading, discoloration, corrosion, warping of recycled plastic lumber, and cracking or peeling
- Damage due to normal wear and tear
- Damage due to "Acts of God", such as, but not limited to; hail, flooding, lightning, tornadoes, sandstorms, earthquakes, and windstorms
- Damage due to "Environmental Factors", such as wind-blown sand, salt water, salt spray, or airborne emissions from industrial sources
- Accidents, injuries or liabilities which result from the use of CRE8PLAY products and services
- Damage caused during shipment
- Damage which results from incorrect installation that does not conform to CRE8PLAY instructions and specifications
- Exposure to sand or pea gravel safety surfacing under and around the product
- Acts of terrorism

To make a valid claim under the terms of this Warranty, the Customer shall submit; a written statement of claim, (including description of defect), along with a copy of the original invoice, all maintenance records, all inspection records, and supporting photographs. Customer shall submit this claim within fifteen, (15), days of discovering the defect. Cre8Play shall correct such defect, either by repairing, replacing or making available a replacement part, at Cre8Play's option. Cre8Play shall deliver parts provided, under the terms of its Limited Warranty, to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts provided under the terms of this Limited Warranty shall be guaranteed for the balance of the original part's applicable warranty period but not thereafter. Warranty claims shall be submitted to; Cre8Play, 5121 Winnetka Ave., North. Suite 108. New Hope, MN. 55428. All warranty periods begin on the date of invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that the venue for any court action to enforce these limited warranties shall be in Hennepin County in the state of Minnesota.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-

Order Number:
Project Name:
Issue Date:

October 23, 2024

1 of 3



Cre8Play Warranty

INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES MADE IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF CRE8PLAY, LLC. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF ANY CRE8PLAY REPRESENTATIVE MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE LIMITED WARRANTY.

Limited Warranty Time Periods

Cre8Play warrants that all standard products are warranted to be free from manufacturing defects, in workmanship and materials, under normal use and service for a period of one, (1), year from the date of warranty issuance.

In addition, the following products are warranted under normal use and service from the date of warranty issuance.

- Fifteen (15) year Limited Warranty on aluminum and steel posts, hardware (nuts, bolts, washers), against structural failure due to corrosion, deterioration or workmanship
- Ten (10) year Limited Warranty on Composite Decking under normal commercial use and service conditions, Moisture Shield products shall be free from material defects in workmanship and materials, and shall not check, split, splinter, rot or suffer structural damage from termites or fungal decay
- Five (5) year Limited Warranty on Glass Fiber Reinforced Concrete, (GFRC), material, against structural failure due to natural deterioration or manufacturing defects. *NOTE: The warranty does not cover minor chips, hairline cracks or efflorescence, which can be normal and not a defect*
- Five (5) year Limited Warranty on polyethylene slides, enclosures, and other plastic components against structural failure due to corrosion, deterioration, or workmanship
- Two (2) year Limited Warranty on HDPE plastic slides, enclosures, and other plastic components against structural failure due to corrosion, deterioration, or workmanship
- Three (3) year Limited Warranty on Flexible net climbers and ropes against natural deterioration or manufacturing defects
- Any project specific warranties are shown in the addendum to this Limited Warranty

Product Disclaimer. Designs, images, plans and concepts shown and/or developed during the design phase are intended to indicate general type and quality only. Products offered by Cre8Play, LLC are individually handcrafted and not factory manufactured. The Customer acknowledges that the final product may have subtle variations from the designs, images, plans and concepts and may differ slightly from one piece to another due to material characteristics and handcrafting. These minor variations may include slight color and pattern variations. Therefore, each piece has its own desired uniqueness. All images and concepts are Copyright © 2019, Cre8Play, LLC and all rights are reserved.

Authorized Cre8Play, LLC Representative

Printed Name - Title

Order Number:
Project Name:
Issue Date:

October 23, 2024

2 of 3



Cre8Play Warranty

Warranty Claim Form

Customer Name: _____

Project Name: _____

Project Location Address: _____

City: _____ State: _____ ZIP Code: _____

Contact Name: _____

Phone Number: _____

Email address: _____

Claim Date: _____

Order Number: _____

Describe warranty claim in detail, photos must be included, (photos should be taken at varies angles and distances to best illustrate the conditions).

Email form to: orders@cre8play.com

For additional assistance, please contact Cre8Play directly at, 612.670.8195

Shipping address, if different from above.

Address: _____

City: _____ State: _____ ZIP Code: _____

Contact Name: _____

Contact Phone Number: _____

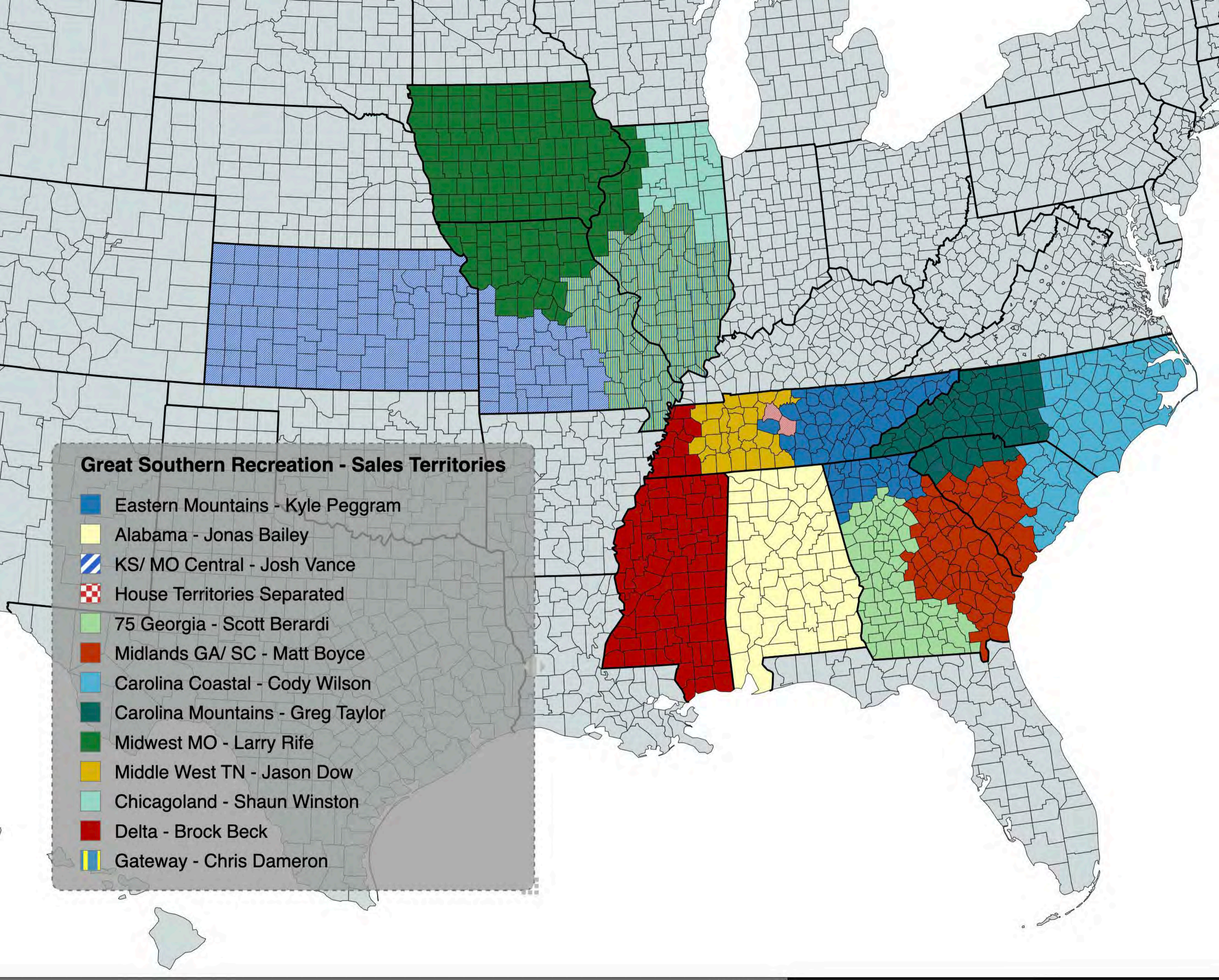
Order Number:

Project Name:

Issue Date:

October 23, 2024

3 of 3



July 3, 2024

The Purchasing Cooperative at Greenbush
947 W 47 Highway
PO Box 189
Girard, KS 66743

Re: **Great Southern Recreation, LLC**
Bonding Capacity

This letter is intended to confirm that Capitol Indemnity Corporation and/or Platte River Insurance Company, a member company of Alleghany Corporation operating under CapSpecialty, is the surety for **Great Southern Recreation, LLC**. Capitol Indemnity Corporation, Platte River Insurance Company and its affiliates, are rated "A (Excellent)" by A.M. Best and are listed in the U.S. Treasury Department acceptance report.

Great Southern Recreation, LLC is currently an account in good standing, and we would be willing to consider single jobs up to \$3 Million (under a \$5 Million aggregate program) as required for the RFP, subject to our normal underwriting requirements being met at the time a bond is needed. Jobs outside of those limits may also be considered under our underwriting guidelines.

Please note that the decision to issue performance and payment bonds is a matter **Great Southern Recreation, LLC** and Capitol Indemnity Corporation and/or Platte River Insurance Company and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms, project financing and financial condition of the account. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Thomas J. Lincoln

Thomas J. Lincoln
Attorney-In-Fact
Senior Assistant Underwriter
CapSpecialty
Capitol Indemnity Corporation
Platte River Insurance Company



CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

N/A

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----THOMAS J. LINCOLN-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

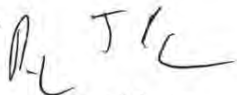
“**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

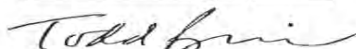
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest



Ryan J. Byrnes
Senior Vice President,



Todd Burrick
Chief Underwriting Officer



CAPITOL INDEMNITY CORPORATION

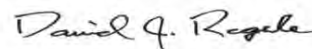


Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.





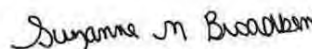
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 3rd day of July, 2024





Suzanne M. Broadbent
Secretary



REQUEST FOR PROPOSALS:
Playground Equipment & Related Solutions

RFP #:
COG-2165

ISSUED BY:
The Cooperative Council of Governments

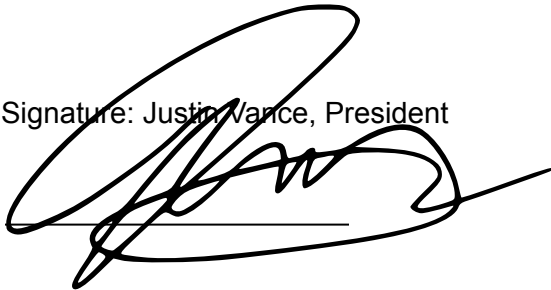
On Behalf of Equalis Group
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

DATED:
March 7, 2025

OFFICIAL RESPONSE
GREAT SOUTHERN RECREATION, LLC

Name of Company	Great Southern Recreation, LLC
Company Address	2441Q Old Fort Pkwy #462
City, State, Zip	Murfreesboro, TN 37128
Website	greatsouthernrec.com
Phone	(800) 390-8438

Signature: Justin Vance, President

A handwritten signature in black ink, appearing to read 'Justin Vance', is written over a horizontal line. The signature is stylized with a large loop at the top and a long horizontal stroke at the bottom.

Great Southern Recreation is a turn-key firm. We support our clients from the initial design phase through cutting the ribbon to open and celebrate a great project. Our proposal includes playground equipment from **Playcraft Systems, NetEffects, Duncan and Grove, WholeTrees, Earthscape, ID Sculptures, Goric**, various musical equipment and splash pad equipment from **Waterplay** and site amenities from both **Playcraft and UltraSite**. For playground surfacing, we include pour in place rubber from **OTS Manufacturing**, synthetic turf from **Synthetic Turf International**, rubber tiles and loose fill mulch from **Rubber Designs** and chunk rubber mulch from **Rubberecycle**. Our proposed shade lineup includes shade structures from **Shade Systems, Inc.**, metal pavilions from **RCP Shelters** and wood pavilions from **Cedar Forest Products**. We pride ourselves on providing everything a client needs to complete their playground project.

As a turn-key firm, Great Southern puts a focus on design services, operational efficiency and ongoing safety and maintenance. Our dedicated designer maintains a current bead on the market and works with clients to understand their goals to develop playground designs to exceed their vision. Fifty percent of Great Southern's employees work in Operations. These team members include Project Managers, Install Crews, a Client Advocate and a dedicated Client Service Specialist. These roles ensure clients experience fewer communication gaps in their project, always have someone to call, and receive great long term service.

A final role that brings value to our clients is our Directory of Safety, Ben Bowden. Ben holds ADA, ASTM, OSHA, CPSI and CPRP credentials. In addition to making sure projects we build meet safety standards, Ben also provides inspection, audit and surface attenuation testing for our clients through our third-party testing company - PlayForce. From answering a simple safety question to auditing 15 playgrounds and providing a written report, Ben's role provides an immense amount of value to our clients.

GSR has a combined industry experience of 50 years. We partner with the best and most unique suppliers and the most experienced installation teams to offer the absolute best commercial recreation offering in the country. In 2024, we'll build 500+ projects across 10 states. GSR has the product lineup, operational structure and expertise to serve Equalis's members well and deliver high value for all parties.

OUR COMPANY



JUSTIN VANCE
OWNER



ABBY VANCE
OWNER



CHRIS BERTRONE
DIRECTOR OF DESIGN



JEFF McDOUGAL
CHIEF FINANCIAL OFFICER



BEN BOWDEN
DIRECTOR OF SAFETY



WES MURPHY
REGIONAL LEAD



GREG TAYLOR
REGIONAL LEAD



JONNY BAILEY
REGIONAL LEAD



JASON DOW
REGIONAL LEAD



RACHEL DURNELL
REGIONAL LEAD



THOMAS McCLURE
OPERATIONS COORDINATOR



TIM KIDGOU
TEAM LEAD



KYLE PETERSON
REGIONAL LEAD



KURT BOUFFORD
REGIONAL LEAD



DAVID O'LEARY
REGIONAL LEAD



BOB CARVERELL
REGIONAL LEAD



JOHN LOUGH
REGIONAL LEAD



COREY HILDNER
REGIONAL LEAD



JOSH VANCE
REGIONAL LEAD



JULIA REOME
REGIONAL LEAD



JEFF GATTLER
REGIONAL LEAD



DONALD SWANSON
TEAM LEAD



MATT BOYCE
REGIONAL LEAD



SCOTT REAMES
REGIONAL LEAD



AMY RODRIGUEZ
REGIONAL LEAD



WES EOUFFARD
REGIONAL LEAD



JEROME GRENIER
TEAM LEAD



LARRY RIFE
REGIONAL LEAD



LARRY RIFE
REGIONAL LEAD

the team to build
ANY VISION

Every GSR project gets
a team of the most
EXPERIENCED
PROFESSIONALS in
the industry.

GREATSOUTHERNRECREATION.COM



Great Southern Recreation, LLC is a distributor of multiple, world-class manufacturers and will offer Equalis clients a turn-key, full service experience. GSR will not intend to authorize any other distributors, agents, dealers or resellers.

EXCLUSIVE PARTNER



A PLAYCORE Company

As the leader in craftsman-level, American-made commercial playground equipment Playcraft Systems prides itself on leading the way.

Building on a foundation of sustainable materials, innovative design and state-of-the-art manufacturing techniques we create unmatched Beautiful Outdoor Spaces.

GREATSOUTHERNRECREATION.COM



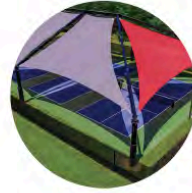
EXCLUSIVE PARTNER



Creating a global community connected through play and social experiences, Waterplay supplies communities across the globe with aquatic play solutions including freestanding aquatic structures, passive splash pads, activity towers, urban features and water management solutions.

GREATSOUTHERNRECREATION.COM





the **EXCLUSIVE** LINE-UP TO MEET **ANY** *vision*

GREATSOUTHERNRECREATION.COM



EXCLUSIVE PARTNER



Handcrafted, durable and long-lasting playscapes using the highest quality materials.

Combining landscape architecture, industrial design, architecture, engineering, carpentry and project management,

Earthscape brings brilliant, wooden play spaces to life.

GREATSOUTHERNRECREATION.COM

Great Southern Recreation is the exclusive distributor of multiple brands of commercial playground and aquatic equipment. We take the manufacturers and combine them with in-house expertise and infrastructure to produce beautiful outdoor spaces we're all proud of.

Great Southern Recreation was organized in 2014. We've spent the last ten years building hundreds of playgrounds and splash pads each year. GSR derives dozens of our largest, most significant projects each year using other cooperative purchasing contracts. Our entire team is fluent in guiding a client through the cooperative procurement process. 100% of GSR revenue is derived from design, sales, installation and maintenance of commercial, public play spaces.

Great Southern Recreation serves 10 states across the Southeast and Midwest. Each state has multiple dedicated Territory Managers to lead our sales efforts and operate as a local expert for the school districts, parks and recreation departments, and other clients in their state. We have operation and construction resources located throughout the territory to ensure we assign the right resources to successfully complete each project.



Certifications:

- CPSI - Each Territory Manager, Project Manager and Installation Team Leader holds an active Certified Playground Safety Inspector's certificate.
- Certified Impact Attenuation Testing - Ben Bowden, Director of Safety
- OSHA Certified Instructor - Ben Bowden, Director of Safety
- (CSP) Certified Safety Professional - Ben Bowden, Director of Safety
- ADA Coordination - Ben Bowden, Director of Safety
- General Contractor's Licenses - TN, AL, MS, GA, SC, NC and FL.

REFERENCES:**Reference 1:**

Agency Name	City of Hayville, KS
Product/Service Purchased	Playground / Pour in Place Surfacing / Installation
Year of Purchase	2024
Reference Contact	Georgie Carter
Phone	315-529-5900
Email	gcarter@haysville-ks.com

Reference 2:

Agency Name	Huntsville City School System (Huntsville, AL)
Product/Service Purchased	Playground / Surfacing / Amenities / Install
Year of Purchase	Multiple
Reference Contact	Billy Priest
Phone	256-527-5280
Email	William.Priest@hsv-k12.org

Reference 3:

Agency Name	Madison City Schools
Product/Service Purchased	Playground / Install
Year of Purchase	2019 - 2024
Reference Contact	Eric Terrel
Phone	256-464-8370
Email	eterrell@madisoncity.k12.al.us

Reference 4:

Agency Name	Nashville Metro Park and Recreation
Product/Service Purchased	Playground / Install
Year of Purchase	2016 - 2024
Reference Contact	Joseph Stovall

Phone	615-862-8400
Email	Joseph.Stovall@nashville.gov

Reference 5:

Agency Name	Springfield Public Schools
Product/Service Purchased	Playgrounds and Installation
Year of Purchase	2023
Reference Contact	Brittany Taylor
Phone	417-523-0469
Email	brittanydtaylor@spsmail.org

Warranties: Various manufacturer warranties attached:

Great Southern Recreation only partners with manufacturers that offer the industry's strongest warranties. A copy of the Manufacturer's Warranties are attached as requested. Note: GSR offers, and has included, an exclusive Souther-built warranty. This is unique to GSR and greatly valuable to our clients.

Customer Service and Sales Cycle:

Great Southern Recreation puts a major emphasis on customer service. We think it's something that sets us apart. We always prefer our clients to reach out to us first before contacting the manufacturer directly.

The reason for this - we like to handle customer service items for them. Our customer service focus starts with a Territory Manager that works day in and day out in their state. Our Territory Manager's are the face to our client's and always available.

Once a client agrees to a project they will be contacted by a Client Advocate that will communicate logistical information.

A dedicated Project Manager communicates with the client throughout the installation process. Once a project is completed, a Client Service Specialist is 100% focused on parts requests, warranty claims and general customer service support. Each of these roles are Great Southern Recreation employees and are focused on providing great customer service.

the team to build
ANY VISION

Every GSR project gets
a team of the most
EXPERIENCED
PROFESSIONALS in
the industry.

GREATSOUTHERNRECREATION.COM



Great Southern Recreation's Bond Capability letter is attached. It states that GSR is an account in good standing eligible for per project bonding up to \$3 million. A bond for additional amounts will be considered on a per project basis.

In closing, GSR is uniquely qualified and organized to serve Equalis members very well.

We'd be honored to be listed on your contract.

These proposals, no matter how well they're written, rarely capture all the details of a company and its products and services. Should you have other questions, please let us know. We'd be happy to come visit in-person or schedule a video call to discuss.

Thank you.



Justin Vance, President