

**AGREEMENT FOR
VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS
BETWEEN
THE CITY OF FORT LAUDERDALE
AND
LANDSCAPE STRUCTURES, INC.**

THIS AGREEMENT FOR VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS (“Agreement”), is made and entered into this ____ day of _____, 2024, by and between the **CITY OF FORT LAUDERDALE**, a Florida municipal corporation (“City”), with its address located at 101 NE 3rd Avenue, Suite 2100, Florida, 33301, and **LANDSCAPE STRUCTURES, INC.**, a Minnesota profit corporation authorized to transact business in the State of Florida (“Contractor”), with its principal address located at 601 7th Street South, Delano, Minnesota 55328, Email: kevin@repservices.com (407) 853-3575.

WHEREAS, the City and the Contractor wish to enter into an Agreement for the purchase and installation of **Various Equipment and Amenities for Parks and Playgrounds** based on a Sourcewell Solicitation Number: RFP No. 010521 and a contract between the Contractor and the State of Minnesota dated February 15, 2021, which said contract term was subsequently extended through February 17, 2026, by mutual written consent of the Contractor and the State of Minnesota (“**Minnesota Contract**” or “**Composite Exhibit A**”);

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to sell and deliver to the City Various Equipment and Amenities for Parks and Playgrounds, and install said equipment and amenities, in exchange for compensation in accordance with the prices and terms set forth in the Minnesota Contract.
2. Except with regard to the solicitation process, the terms “Sourcewell,” “State of Minnesota,” “Minnesota,” “State,” and “Purchaser,” contained in the Minnesota Contract, where the context permits, shall mean the City of Fort Lauderdale.
3. The term of this Agreement shall commence on _____, 2024, and be coterminous with the Minnesota Contract through and including, February 17, 2026.
4. Notice to the City shall be as follows:

City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301

With a copy to:

City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1605
Fort Lauderdale, FL 33301

Notice to the Contractor shall be as follows:
Landscape Structures, Inc.
Attn: Patrick Faust, President
601 7th Street South
Delano, MN 55328

5. The City's General Terms and Conditions for Piggyback, Cooperative, and Bidding-Exempt Contracts and Insurance Requirements are attached hereto as composite "**Exhibit B**" and incorporated herein as if fully stated.
6. In the event of a conflict between or among the contract documents or any ambiguity or missing specifications or instruction, the following priority is established:
 - A. First, this Agreement for Various Equipment and Amenities for Parks and Playgrounds;
 - B. Second, Exhibit B; and
 - C. Third, Composite Exhibit A.
7. The City may cancel this Agreement upon written notice to the Contractor in the event the Contractor fails to perform the services as described in this Agreement within 30 days following written notice to the Contractor.

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IN WITNESS WHEREOF, the City and the Contractor execute this Agreement follows:

CITY OF FORT LAUDERDALE, a Florida municipal corporation.

By: _____
Susan Grant
Acting City Manager

Date: _____

Approved as to Form and Correctness:
Thomas J. Ansbro, City Attorney

By: _____
Patricia SaintVil-Joseph
Assistant City Attorney

CONTRACTOR

LANDSCAPE STRUCTURES, INC., a
Minnesota profit corporation.

WITNESSES:

By: _____
Patrick Faust
President

Signature

Print

Signature

Print

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Patrick Faust, as President for Landscape Structures, Inc., a Minnesota profit corporation authorized to transact business in the State of Florida.

(Signature of Notary Public – State of Florida)

(NOTARY SEAL)

(Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Landscape Structures Inc., 601 7th St. S., Delano, MN 55328 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. ***Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. ***Use; Quality Control.***

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.


L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.


22. CANCELLATION


Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Landscape Structures Inc.

DocuSigned by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Director of Operations &
 Procurement/CPO
 Date: 2/15/2021 | 10:32 PM CST

DocuSigned by:

 1A3A8D886566403...
 By: _____
 Fred Caslavka
 Title: Chief Financial Officer
 Date: 2/15/2021 | 11:44 AM PST

Approved:
 DocuSigned by:

 7E42B8F817A64CC...
 By: _____
 Chad Coauette
 Title: Executive Director/CEO
 Date: 2/15/2021 | 10:43 PM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: Landscape Structures Inc.
Does your company conduct business under any other name? If yes, please state: No
Address: 601 7th Street S.
Delano, MN 55328
Contact: Elaine Harkess
Email: elaineharkess@playlsi.com
Phone: 763-972-5243
Fax: 763-972-3185
HST#: 41-0971842

Submission Details

Created On: Friday November 20, 2020 15:44:26
Submitted On: Tuesday January 05, 2021 14:56:03
Submitted By: Elaine Harkess
Email: elaineharkess@playlsi.com
Transaction #: 9a53de68-bd30-44d7-924d-6248bbd8d68b
Submitter's IP Address: 96.39.128.58

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Landscape Structures Inc.
2	Proposer Address:	601 7th ST S Delano, MN 55328
3	Proposer website address:	https://www.playlsi.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Fred Caslavka Chief Financial Officer 601 7th ST S Delano, MN 55328 fredcaslavka@playlsi.com 763-972-5362
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Elaine Harkess Contract Administrator 601 7th ST S Delano, MN 55328 elaineharkess@playlsi.com 763-972-5243
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Smith Vice President of Sales 601 7th ST S Delano, MN 55328 DavidSmith@playlsi.com 763-972-5205

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>7</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Landscape Structures celebrates its 50th Anniversary in 2021. Our vision is to be the industry leader in innovation and operational excellence, have the best sales consultants and be the most highly recognized manufacturer of commercial playground equipment. We strive to offer world class service and products with our continuous improvement processes, and values-based employee culture.</p> <p>Landscape Structures was founded in 1971 by Steve King and Barb King (1947-2008). Steve is a landscape architect with a keen eye for beautiful aesthetics and functionality. Steve is also the creator of the concept of continuous play and was the first to interconnect play events including slides, climbers, horizontal ladders and more. The continuous play concept allowed him to create more play value in a smaller space and encourage more social interaction and skill development among children. Barb was educated as a home economist with a talent for organization development and the ability to plan, coordinate and execute. Their complementary styles and backgrounds proved to be the right combination as they turned a great idea into a successful business. Now, almost 50 years later, the company is a global leader in the commercial playground industry with nearly 500 employees, approximately 500,000+ square feet of manufacturing space in Minnesota and over 300 playground consultants spread across the world.</p> <p>Landscape Structures is one of the few remaining independently owned manufacturers of playground equipment. We are 100 percent employee owned (ESOP), and each and every employee is committed to creating playgrounds and play spaces that encourage kids of all ages and abilities to learn persistence, leadership, competition, bravery, support and empathy through play. We push the limits to help kids realize there is no limit to what they can do today and in the future. Our core values--relationships, integrity, commitment, innovation, team and passion--enable us to fulfill our mission of enhancing the lives of children through play while honoring the environment. For a better tomorrow, we play today. Cofounder and Chairman Steve King is the only leader of a playground company who is also a landscape architect. With Steve's passion for creating playground products and designs that go beyond ADA requirements, we create truly inclusive play environments for children of all abilities. We also push the design envelope by creating some of the most creatively themed play events in the world, along with nature-inspired playground equipment that blends into the surrounding environments.</p> <p>Landscape Structures' overall reputation in the marketplace is based on offering leading edge innovation and best value. Independent research conducted with the recreation industry over several years indicated superiority in areas of product quality, product innovation, custom capabilities, environmental stewardship, and customer service. Our products are of the highest quality and best long-term value to the customer. Our attention to detail in manufacturing and design along with the durability and product performance in the field, has earned us this reputation. See attached Landscape Structures History for more detailed information.</p>
<p>8</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Landscape Structures currently holds a Sourcwell contract (April 2017 thru April 2022 (extended in response to customer request)). We have seen sales under this contract nearly double from 2018 to 2020.</p> <p>If we are awarded a new Sourcwell contract, we expect the strong growth to continue. The Landscape Structures team is finishing one of the most challenging year's in our country's history with no lapse in service, no manufacturing delays and an increase in sales under our current Sourcwell contract. Our team continued to deliver at 99.1% on time with 94.3% clean shipments which was similar to the past 5 years. We have an established history and customer base to continue growing these sales. As customers look for more streamlined methods to make their purchases and purchasing vehicles to help make the most of their project dollars, we anticipate sales under cooperative contracts will continue to grow. With our strong dealer network and our ability to provide personalized service through that partnership, we believe our existing customers will continue to purchase Landscape Structures' products while at the same time referring new customers who will see the benefits of utilizing the Sourcwell contract.</p>

9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Landscape Structures Inc. (LSI) was a privately owned manufacturer until 2012 when it became 100% employee owned. Historically, we have only provided limited financial information to parties other than our financial institutions and insurance company. For competitive reasons we are very protective of this information.</p> <p>However, we understand our financial stability is a critical aspect in the decision-making process. Landscape Structures employs nearly 500 people who, once eligibility requirements are met, all participate as owners of the company through a qualified Employee Stock Ownership Plan and Trust. On December 31, 2020 our total assets were over \$90 million, our current ratio was 2.9 and our fixed charge coverage ratio was over 15.2 (U.S. Bank requires it to be no less than 1.15). We also have a \$20.0 million line of credit with U.S. Bank that is rarely drawn upon and had an outstanding balance of zero on the date of this response as well as on December 31, 2020, 2019 and 2018. PriceWaterhouseCoopers LLP has issued clean opinions for the each of the past 29 years they audited Landscape Structures Inc. The clean opinion for 2019 and 2018 is attached. We anticipate another clean opinion to be issued for 2020 when the audit is completed in August of 2021.</p> <p>Our current bonding capacity of \$10,000,000 is also testimony by an independent third party of their belief in our ability to meet our obligations. We have the ability to increase the limit but have not found a business need to do so. As you are probably already aware, sureties like International Fidelity Insurance Company (AM Best rating of A-, Financial Size Category VII) insure to a zero-loss ratio and base their limits on the financial substance and stability of the company they are bonding.</p> <p>We have supplemented this information with our bank and trade references. LSI has been working with U.S. Bank for over 29 years and many of our key suppliers over a similar time period. In totality this information should provide you with the assurance that we have the financial means to fulfill our short and long-term obligations.</p> <p>If you determine that the information is inadequate, I would welcome and appreciate the opportunity to discuss this so that I may address any of your concerns.</p> <p>Fred Caslavka, MBA, CMA, CPA (inactive) Chief Financial Officer and Risk Manager Direct: 763-972-5362 Cell: 763-221-0067 Report of Independent Auditors and Bank & Supplier References are attached.</p>
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Market share data is confidential and typically not disclosed. However, we are highly confident we hold significant market share. Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its U.S. market share at 22%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.</p>
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its Canadian market share at 25%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.</p>
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>Landscape Structures has never filed a petition for bankruptcy protection.</p>

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Landscape Structures is a manufacturer. We market our products through a global network of 50 independent sales organizations comprised of more than 700 sales and service people. The sales organizations have exclusive territories and are not allowed to carry competing product lines. In the U.S. these independent sales organizations provide full sales and service coverage for all 50 states. As a 100% employee owned company with Landscape Structures being the sole legal entity under which our products are sold, our sales organizations do not compete against other entities owned by us. In short, Landscape Structures is not owned by another company, nor do we own any other companies that are selling and marketing similar products that effectively compete against each other. Landscape Structures products account for more than 50% of the total revenue for 32 of the 36 North American sales organizations. The percentage increases significantly when complimentary lines and services such as surfacing and installation are included. All of which would not be sold if it were not for the sale of our products.</p> <p>The distribution structure at Landscape Structures is led by our Vice President of Sales, two North American Regional Sales Managers, Custom Sales Manager and International Sales Manager.</p> <p>The independent sales organizations each maintain a team of sales representatives and support staff who serve the clients in their respective territories. Our sales organizations have been with Landscape Structures for an average of 25 years with several of our largest currently being led by the 2nd generation. Our shared values and commitment to serving our customers are the foundation of our relationship. The long tenure has resulted in strong synergies and shared quality, service and delivery values. We consider our sales channel true partners, and an integral part of the Landscape Structures family.</p>
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>The playground industry does not require any special licenses to be held by manufacturers.</p> <p>Landscape Structures is proud to be at the forefront of an industry that cares about children. We promote healthy kids and a sustainable world. We are one of the founders of the International Play Equipment Manufacturers Association (IPEMA), an organization that promotes quality and safety for all playground manufacturers. It is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment of which Landscape Structures has been a member in good standing since its inception. In the interest of playground safety, IPEMA provides a Third Party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 and 12.6.1; CAN/CSA Z614, Children's Playspaces and Equipment Standards, except clauses 9.8, 10 and 11; or both. The use of the corresponding logo in the Landscape Structures catalog signifies that Landscape Structures Inc. has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standards.</p> <p>CSA: The Canadian Standards Association. Nearly all equipment developed by Landscape Structures is certified to meet CAN/CSA-Z614-07, the Children's Playspaces and Equipment Standard, through IPEMA.</p> <p>CPSIA Safety Compliance: At Landscape Structures, product safety is a top priority. We believe there is no investment more valuable than the protection and safety of our children. That's why we always strive to go beyond the minimum safety requirements and build this value into every piece of playground equipment we produce.</p> <p>The Consumer Products Safety Improvement Act (CPSIA) of 2008 specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare articles. Landscape Structures has tested hundreds of materials to validate compliance to this safety act.</p> <p>All products manufactured and distributed through Landscape Structures meet or exceed the requirements of the CPSIA.</p> <p>ISO Certification: ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide.</p> <p>ISO 9001:2015 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality.</p> <p>ISO 14001:2015 drives us toward operating in a manner that is environmentally conscious.</p> <p>Both standards provide guidelines for establishing a company's quality and environmental management programs. In 1998 Landscape Structures became the first play equipment manufacturer to be certified in ISO 9001 and ISO 14001. Annual audits by a 3rd party are required to maintain these certifications which LSI has done successfully for each year since 2015 through the date of this response.</p> <p>What does this mean to a customer?</p> <p>This means that a customer can purchase from Landscape Structures, a premier commercial playground equipment manufacturer, with confidence because we have the</p>

		<p>processes in place to consistently manufacture the highest quality products while being conscious of how we are impacting the environment.</p> <p>Although not an industry requirement, Landscape Structures requires members of our staff to be certified by the National Playground Safety Institute (NPSI). This includes many of our product development team, playground design team and our technical services (installation support) team. This ensures our customers receive the benefit of the knowledge of and compliance with government standards. This occurs at all levels from the development of the equipment, design of the play structures, through installation and maintenance services.</p> <p>In addition, many key staff members are actively involved in the development of the standards for our industry. Steve King, co-founder and chairman, is an American Society of Landscape Architects (ASLA) Fellow, a Certified Playground Safety Inspector, and a founding member and past President of IPEMA (International Play Equipment Manufacturers Association). Steve has been chairman of a task group of the American Society for Testing and Materials (ASTM) that worked with the U.S. Consumer Products Safety Commission (CPSC) to update the ASTM F1487 Specification: a voluntary safety and accessibility standard for public playground equipment designed for children ages 2 to 12. His task group had the added responsibility of developing playground accessibility standards to comply with the Americans with Disabilities Act (ADA). Landscape Structures was also the first company to develop new playground events specifically meeting ADA requirements. Randy Watermiller, Vice President of Product Development, has been with Landscapes Structures Inc. for 27 years. Randy serves as a committee member for ASTM, has served as President of IPEMA, and is currently the Treasurer of IPEMA. He is certified by NRPA as a Certified Playground Safety Inspector (CPSI). Tom Fitzpatrick, P.E. Product Development Engineer, has been with Landscape Structures for 15 years. Tom serves as a committee member for ASTM, is a member of the IPEMA Equipment Certification Committee and is certified by NRPA as a Certified Playground Safety Inspector (CPSI).</p> <p>Landscape Structures is authorized to sell products in all 50 states. We currently hold contractor's licenses in the states of Alabama, Arizona, Arkansas, California, Florida, Hawaii, Idaho, Louisiana, Maryland, Mississippi, New Jersey, New Mexico, Tennessee and Washington (other states may not require them) allowing us to provide turn-key solutions to our customers in all of the states.</p> <p>Third Party Certifications</p> <p>Landscape Structures requires all playground equipment installers, with which we subcontract, to be manufacturer trained. Once trained, these installers are issued a Certified Installers Certificate. Many of our installers are also NPSI trained and Certified Playground Safety Inspectors. Installers are expected to maintain required permits and licenses applicable in their state to perform their work in a legal and professional manner. If required by local regulations, installers may also be required to be OSHA certified.</p> <p>Most members of our independent sales team are NPSI certified. This ensures that when they are meeting with a customer, the customer has the assurance of working with an experienced and knowledgeable playground expert. Our sales organizations hold necessary contractor licenses as required.</p>
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NONE – Landscape Structures has never been suspended or debarred.

*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • 2020 Nineteen-year participant in the annual EPCOT International Flower & Garden Festival (since 2001) • 2019 Landscape Structures was honored with the Best in Show award at the NRPA Annual Conference in Baltimore, MD • 2018 Landscape Structures recognized for its Total Retirement Offering at the 2018 Plan Sponsor of the Year Awards. The company was honored for its innovation in helping employees reach a secure retirement. • 2017 Landscape Structures receives a LAMMY Advertising Award for Best Message by Landscape Architecture Magazine • 2016 Winner of the Episerver™ North American Website Awards for Best B2B Website • 2016 Winner of Minnesota PRSA Classics Award for community relations campaign on inclusive play • 2015 Pat Faust inducted as an Honorary Member of the American Society of Landscape Architects (ASLA) • 2015 Landscape Structures receives Landscape Architecture Magazine Advertising Award (LAMMY) for Most Persuasive ad • 2015 Winner of Landscape Architect Magazine's Advertising Award (Lammy) for Best Graphic Presentation
17	What percentage of your sales are to the governmental sector in the past three years	Sales to the government sector accounts for 52% of our sales over the last 3 years. The government sector comprises the majority of our sales. This segment is critical to our business and growth prospects, as well as our overall success.
18	What percentage of your sales are to the education sector in the past three years	Sales to the education sector accounts for 32% of our sales over the last 3 years. The education sector also makes up a significant portion of our sales and is key to our business and growth prospects, as well as our overall success.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Landscape Structures currently holds cooperative purchasing contracts with the following agencies:</p> <ul style="list-style-type: none"> Sourcewell HGAC NASPO ValuePoint NCPA National IPA/Omnia Partners TIPS New York State Contract Ohio State Contract Minnesota State Contract California Multiple Award Schedule (CMAS) KCDA (King County Directors Association) <p>Please see attached document "Cooperative Purchasing Contracts" for annual sales volume for 2018-2020.</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Landscape Structures does not hold any GSA contracts or Standing Offers and Supply Arrangements.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Los Angeles Department of Recreation & Parks	Michael Shull, General Manager michael.a.shull@lacity.org	818-524-9053
Maryland National Capital Park & Planning Commission	Bridget Stesney, Division Chief Bridget.Stesney@pgparks.com	301-699-2533
Arlington Heights School District #25	Ryan Schulz, Buildings & Grounds Director ryanschulz@sd25.org	(847) 506-6900

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
See attached	Government	New York - NY	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached
See attached	Government	ON - Ontario	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached
See attached	Government	California - CA	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached
See attached	Education	New Mexico - NM	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached
See attached	Education	Illinois - IL	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Landscape Structures does not have a direct sales force. We partner with a network of exclusive independent sales representatives, led by our Vice President of Sales, two North America Regional Sales Managers, a Custom Sales Manager and International Sales Manager. We have an internal customer experience team who works with our distributor network supporting service on a daily basis.
24	Dealer network or other distribution methods.	Landscape Structures' sales team is comprised of 50 independent organizations, 36 in North America and 14 internationally. A total of 300+ salespeople focus 100 percent of their attention on the sales and service of the products considered in this RFP. Landscape Structures playground equipment, fabric shade, water play equipment, site amenities, fitness equipment and surfacing are our sales reps' primary business. They also carry complementary product lines and services so their total offering of products and services provide member agencies with a turn-key solution for their park and playground needs.
25	Service force.	Landscape Structures' goal is to provide the highest quality of service possible. We understand it is a journey that will never end which meshes perfectly with our continuous improvement culture. Our customer experience team is a long tenured group whose job is 100 percent customer service focused. The team's slogan is "we support play". These team members support specific geographical territories and focus on everything service related including presale designs through post installation field support. They have ISO-audited standard work processes that have proven to be very successful. Responses are same day. Our corrective action process includes meeting weekly to review any issues and discuss proactive opportunities for greater service. In addition, Landscape Structures' technical services team has two full-time staff members devoted to installation concerns and questions from both professional installers and customers. Our technical services team is available 24 hours a day, 7 days a week via a toll-free hotline.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Hours of operation vary between local offices but are typically 8 a.m. to 5 p.m., Monday through Friday. Many offices have personnel available for early morning, evening or weekend appointments to accommodate their customers. Landscape Structures' customer experience team members, referenced earlier, are available from 7 a.m. to 6 p.m. CT, Monday through Friday. Furthermore, our contact center representatives are available from 8 a.m. to 5 p.m. CT, Monday through Friday. We also offer a toll-free hotline for installation questions 24 hours a day, 7 days a week. Landscape Structures has a standard work, ISO audited customer service program. Our primary process is called CCN (customer contact note). CCNs come in from the field and address concerns about shipping shortages, freight damage, warranty issues, etc. We respond to CCNs within 24 hours, document and review weekly with operations. This process results in corrective action and continuous improvement efforts. Replacement parts are another unique aspect of Landscape Structures customer service and manufacturing expertise. We are the only play equipment company in the world that supplies replacement parts irrespective of the age of the equipment. The replacement parts will be identical to the original equipment except in situations where the original product has been redesigned for safety or conformance reasons. In these situations, Landscape Structures will provide replacements that are similar in form, fit and function. Our archived records include all documentation of orders including customer purchase orders, playground layout drawings, order acknowledgements, invoices, shipment documents and more. Standard lead time on replacement parts is nine business days, same lead time as provided on all of our standard play equipment. Upon request most standard hardware can be supplied next day while common painted welded parts can be shipped within 24 to 72 hours. Part of our post-sale customer service is a customer satisfaction survey that is sent out eight weeks after every order is shipped. Feedback and results of those surveys are recorded, shared and followed up with our local representative organizations.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Landscape Structures has nearly 50 years of experience successfully providing the products and services represented by this RFP to the same customer base Sourcewell represents in their participating entities. We have a network of independent sales representatives which covers all areas of the United States including Alaska and Hawaii. In cooperation with our sales channel, we are dedicated to continuing our legacy of providing premier products and services to the same customers Sourcewell serves.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Landscape Structures has the ability and willingness to offer Sourcewell in Canada. We have a long-established and successful sales network covering all Canadian provinces and territories and have a growing market share (currently estimated at 25%) in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Landscape Structures has the ability and fully intends to serve the entire United States. In fact, we must serve the entire United States as that is what our current customer base currently requires and has required for decades. We have the ability to fully serve Canada but due to administrative challenges of direct selling in Canada we are not planning to include Canada immediately if awarded. We are continually evaluating the potential of contract sales in Canada and are open to including Canada if the interest from Canadian customers changes.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Landscape Structures has the ability and fully intends to serve all Sourcewell participating entity sectors. In fact, Sourcewell's entity sectors are currently and have been for over 30 years, our core customer base. We have built our business around serving these entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A – Landscape Structures does not have any specific contract requirements or restrictions for participating entities in Hawaii, Alaska or any U.S. Territory.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Upon contract award and notification to our sales channel, our immediate plan would be to send out co-branded press releases and social media announcements. As is currently, Sourcewell's presence on our website would continue to provide links and all other pertinent contract details and information. In addition, we would continue to advertise our Sourcewell contract with our current trade audience and promote at applicable trade shows. We would continue to partner with our sales channel on direct mail and/or email campaigns to send to their local territories, markets and customers.</p> <p>Landscape Structures has a strong marketing team with specialists in communications, public relations, advertising, graphic design, multimedia design and production, web and social media. Our marketing materials are innovative, professional, and reflect our brand image of quality and customer focus. We have the ability to create and collaborate on the most effective marketing approaches to promote the contract whether the format is digital or printed. We have robust capabilities and produce most of our marketing materials internally. Four examples of internal marketing materials are included in an electronic format. Examples included with this RFP are Play Catalog, SkyWays Catalog, Aquatix Catalog, and Hedra Brochure.</p> <p>In addition, Landscape Structures' entire product line can be viewed and/or downloaded directly from our Virtual Catalogs page on our website. Visit https://www.playlsi.com/en/view-playground-catalogs/ to view the most current version of our catalogs and product brochures.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Landscape Structures uses the latest technology as it relates to our digital footprint. Our public website, playlsi.com, will continue to promote the Sourcewell contract. Our representative organizations rely on PlayCentral, our extranet, as a source of information where all of the contract details and marketing tools are available 24 by 7. We are active participants in social media outlets such as Facebook, Twitter and Instagram, as well as sending regular email communications to our client base. Additionally, we invest in ongoing organic and paid search efforts to improve our visibility to the marketplace. We would use a variety of digital vehicles to promote the Sourcewell contract and are open to, and constantly search for, new outlets to communicate awareness of the contract. In addition, our sales channel uses their websites, social media, email and other local and regional marketing to further the reach of Landscape Structures messages.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Our view of Sourcewell's role in promoting an awarded contract is a collaborative one. As we have done in the past, we would request that Sourcewell staff participate in webinars and live meetings with our rep network. We would also continue to ask for assistance with specific agencies when needed. We want to be included in Sourcewell's marketing efforts among other contract holders to bring depth and strength to the program. We also appreciate Sourcewell's participation in conferences specific to our industry such as NRPA. We will continue to collaborate with Sourcewell on new marketing opportunities.</p> <p>Sourcewell is already integrated into our sales process with many of our sales reps leading with Sourcewell as their primary contract vehicle. Our sales leaders would continue to educate and promote the Sourcewell contract to new and existing sales reps. We will update the current Sourcewell specific marketing to further encourage use of the contract.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>No. Due to the unique nature of designing play structures and playground environments to meet individual customer needs and comply with government regulations (CPSC, ASTM, ADAAG) applicable to public playgrounds, it is not feasible to provide online ordering. To date, governmental and educational customers have not expressed any interest in purchasing our products and/or services in this manner.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Landscape Structures offers many education and training sessions free of charge. "Playground Safety and Maintenance – Keeping Your Playground Safe and Compliant" is one of the topics provided in our Learning Academy program. Other topics offered are: Designing Natural Play Environments; Inclusive Play; Designing Fitness-Focused Playgrounds. The Landscape Structures Learning Academy provides opportunities to customers to earn CEUs (Continuing Education Units - Park and Recreation) or PDHs (Professional Development Hours - Landscape Architects) and gain valuable information they can use in their everyday work. Landscape Structures is an Authorized Provider by the International Association for Continuing Education and Training (IACET). In obtaining this approval, Landscape Structures has demonstrated that it complies with the ANSI/IACET Standards, which are widely recognized as standards of good practice internationally. As a result of our Authorized Provider status, Landscape Structures is authorized to offer IACET CEUs for its programs that qualify under the ANSI/IACET Standards. IACET is the organization NRPA uses for accreditation. All trainings provided are optional. The trainings are a regular practice at Landscape Structures and available to all Sourcewell members, either in person or online. See attached Learning Academy brochure for more information on courses offered or visit our website at https://www.playlsi.com/en/playground-planning-tools/education/continuing-education-seminars/
37	Describe any technological advances that your proposed products or services offer.	Landscape Structures invests heavily in the latest equipment and training to ensure the highest quality play equipment is provided to our customers. Our product development team of 25 professionals is the largest among U.S. based playground manufacturers. Our annual spend on technology exceeds \$4.5M. We implement the latest technology in our manufacturing processes in order for us to improve our service levels and expand our product offering. One example is DigiFuse® technology, which provides vivid, full-color, photo-realistic graphics to create one-of-a-kind playground designs. Images are fused onto metal panels using a proprietary process to create engaging graphical elements for the optimal combination of beauty, durability and play value. We continue to invest in new capabilities that enhance our innovation and allow us to lead the market. To see more of our capabilities, see attached brochures: DigiFuse Inspirations, Concrete Solutions and Custom Playgrounds.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Landscape Structures has a long-standing history of environmental awareness. Through our more than 75,000 playgrounds worldwide, we've helped create healthy kids and a sustainable world. Long before it was fashionable, Landscape Structures built a culture of sustainability, designing products that keep kids active, while going far beyond what was required to protect the environment during manufacturing processes.</p> <p>In fact, we began putting formal environmental processes in place more than 20 years ago, and Landscape Structures received its certification to the ISO 14001 environmental standard more than a decade ago. We are the first playground manufacturer in North America to receive that certification of environmental responsibility.</p> <p>Landscape Structures has been recognized as a Minnesota Waste Wise Leader for its outstanding waste reduction and recycling efforts.</p> <p>We partner with American Forests to plant trees to offset the carbon produced during the manufacturing of every play structure we sell, supporting the planting of more than 350,000 trees since 2010.</p> <p>In 2008, we received the Tekne Green Award for our commitment to sustainability. Landscape Structures believes in and practices building environmentally preferable playground products through one-playground flow manufacturing.</p> <p>"The foremost environmental protection is to design and produce products that last and perform for a very long time." -Steve King, Cofounder and Chairman, Landscape Structures Design</p> <ul style="list-style-type: none"> • Each person involved in the design and production of our play structures is an owner of the company, and quality and environmental stewardship are integral parts of our culture • Evos® playsystem: No PVC and provides a 30 percent smaller carbon footprint than traditional play structures • Weevos® playsystem: Offers a 17 percent smaller carbon footprint and is 100 percent recyclable at the end of its life. • Recycled Permalene® panels offer post-consumer recycled content of 73 percent. <p>Manufacturing</p> <ul style="list-style-type: none"> • Green Boards track the environmental aspects and impacts of each stage of production and document improvements made to reduce these impacts • Steel and aluminum arrive cut to length to eliminate waste • High-efficiency light fixtures reduce energy use • Recapture and use heat energy from curing oven • Industry-leading recycling rates for all manufacturing waste <p>Packaging</p> <ul style="list-style-type: none"> • Individualized, custom installation documents – no wasted pages • Automated wrapping to reduce waste • Most packaging materials are recyclable and are provided with recycling instructions <p>Transportation</p> <ul style="list-style-type: none"> • Whenever possible, playground equipment shipments are pooled to conserve the use of fossil fuels and limit the production of greenhouse gases

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NA - Landscape Structures does not currently have any third-party eco-labels or certifications in this category.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Landscape Structures is neither a woman-owned business nor a certified small business entity. We do utilize several woman-owned, minority-owned and/or small businesses through our supplier network, sales distribution channel and subcontractors. Our 100% ESOP owned company by definition cannot qualify for certification as a W/MBE.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>We are particularly proud of our continuous improvement culture at Landscape Structures. This way of doing business measures the quality of our equipment and our total customer experience. "Cool Journey", our formal continuous improvement program, started in the Fall of 1999 and has dramatically improved our lead times, efficiencies and organizational effectiveness. Even though our standard lead time is two (2) weeks on standard products, our "lean" manufacturing practices and one order flow enables us to consistently manufacture an entire order within two days. The two-week lead time is set so that demand on production can be spread out or smoothed.</p> <p>Through our Kaizen events and daily improvement efforts, we have tackled thousands of issues throughout the company; from significantly improving paint line changeover times to decreasing the cost of our annual catalog. In all opportunities, the cross-functional thought and talent of our empowered employee-owners have found innovative solutions to help us run better, faster and smarter.</p> <p>Here is a sample of the improvements we have made that result in providing our customers with a premier experience:</p> <ul style="list-style-type: none"> • Manufacturing lead-time has been reduced from 40 days to 2 days. • Most replacement parts are shipped out within two business days. We have provided replacement parts on product that was installed in the late 1970s. Promptly responding to replacement part requests reduces the amount of time children can't play on the equipment and significantly reduces the chances of a child getting injured. We have maintained on-time, clean deliveries to our customers over 99.4% of the time for nine years running. No other play equipment manufacturer in the world does this. • If a customer contacts us with a challenge, we document it, trend it and drill down to the source to make sure it does not happen again. • Safety – Kaizen activity has focused on safety and ergonomics since the start of 2009. During one event alone we implemented over 50 improvements! <p>There are many things that distinguish Landscape Structures from our competitors: manufacturing excellence, the highest quality product, and product innovation are a few. Our biggest value to our customers is the total cost of ownership: our product is built to last. We have an unparalleled commitment to Inclusive Play and lead the industry with the movement to create the best play spaces for children of all abilities. We partner with experts and organizations that help us respond to societal issues. Topics such as fighting childhood obesity, bringing nature inspired play opportunities to children, creating multigenerational recreation areas, promoting intense engagement on the playground, exercising the mind and body through innovative play are just a few of the areas we take very seriously. We have capabilities like no other manufacturer to provide custom solutions to playground projects, an emerging trend in our industry. As an ESOP organization, the biggest differentiation Landscape Structures has is our people – a culture of ownership, pride, and continuous improvement.</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Product warranties do not cover labor. If purchased through Landscape Structures, installation will be warranted for one year. See attached manufacturer warranties.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, Landscape Structures warranties do not impose usage restrictions.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. Due to the variables impacting travel time and mileage there is no feasible way to calculate these factors to cover all potential situations. Landscape Structures has playground equipment in both highly populated areas as well as very remote locations.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Although a certified technician/installer is not required to replace/install warranty parts on Landscape Structures playground equipment, it is highly recommended. We have a network of certified installers available in all areas of the continental U.S., Alaska and Hawaii. Sourcewell members should contact their local sales representative for assistance with service for warranty repair.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty issues for items made by other manufacturers would be passed on to the applicable equipment manufacturer. However, the bottom line is if the other manufacturer(s) does not support their warranty, Landscape Structures will work with the customer to make it right.
47	What are your proposed exchange and return programs and policies?	As an indication of our commitment to customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20 percent restock fee plus all return freight charges will apply to all product returns.
48	Describe any service contract options for the items included in your proposal.	Maintenance contracts are offered through some of our sales organizations.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are net 30 days from invoice date.
50	Describe any leasing or financing options available for use by educational or governmental entities.	Landscape Structures partners with NCL Government Capital (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Landscape Structures and NCL or any other leasing company. In addition, Landscape Structures is not incented financially to use NCL or any other leasing company.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	As we have been doing since April 2017, if awarded, all Sourcewell contract orders will be made directly between the customer and Landscape Structures with service provided through our sales network. Orders will be submitted to the corporate office. Once entered and processed, the customer will receive an order acknowledgement listing all the equipment and/or services they are purchasing along with the scheduled ship date of the order. This allows for internal auditing of each purchase order against the requirements of the contract and insures accurate quarterly reporting.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, P-cards are accepted up to \$3,000 at time of order with no additional cost to the customer.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Landscape Structures strives to provide a fair and easily understood pricing model. Therefore, we are proposing a single discount percentage off list price (with a volume discount) on our park and playground equipment and a single discount percentage off list price for our Aquatix product line. Aquatix Mechanicals and Design Services and all ancillary products and services are priced on a guaranteed not to exceed model. A complete price list showing list price is attached. Price list includes unique model numbers for all products offered.</p> <p>Since its inception, Landscape Structures goal has been to provide the highest quality and innovative products and services at a fair price while providing exceptional value. Even though value is defined differently by each customer, Landscape Structures strives to attract and retain customers that define it with characteristics such as durability, great service, working with a manufacturer that “does the right thing” irrespective of the wording of the warranty, values relationships and gives back to the community. Throughout its history, Landscape Structures has NEVER had a “sale”. Unlike many other manufacturers, we don’t inventory finished product so “excess inventory” does not drive our spring or fall pricing. We do not offer “Grant” programs that are merely disguised discounts. We do not utilize a retail pricing model whereby the product is priced above market and offered at a significant “discount” to entice potential buyers to act so they can take advantage of the limited time “discount”. Our contract discounts are not intended to be recovered through higher markups on freight, installation or other products and services. When we became frustrated with competitors offering a “lifetime” warranty that included small print restrictions essentially reducing the warranty period to a few years, Landscape Structures began offering a warranty defined in years. The 100-year warranty on certain items seen today originated from this clarification.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Landscape Structures is proposing a six (6) percent discount off list price on Landscape Structures play and shade equipment. We are proposing a five (5) percent discount off list price on Aquatix® by Landscape Structures products. Mechanical and Design Services provided by Aquatix are priced on a line item basis.</p>
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>An additional two (2) percent discount off list price on Landscape Structures play and shade equipment is offered for orders exceeding \$80,000 in equipment (total discount of eight (8) percent). No additional discounts are offered for Aquatix.</p> <p>Volume rebate programs will be considered on a case-by-case basis with the Sourcewell member. Landscape Structures would extend that same volume discount program to all Sourcewell members, provided the same or similar volume commitment is given.</p>
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Landscape Structures local sales representatives work closely with individual customers to determine their unique playground project needs. Once the needs are identified, the sales representative works with local suppliers to propose applicable sourced products/equipment and services to provide a turn-key project. Installation services offered through our certified installer network is provided on a “not to exceed” percentage of list price of Landscape Structures equipment on a state-by-state basis. Sourced product/equipment and related services will be quoted on a cost-plus basis not to exceed a 25% margin. Landscape Structures custom products are quoted on a per project basis and receive the same discount applied to our standard equipment. Landscape Structures PebbleFlex® and AquaFlex® surfacing systems are quoted on a per project basis.</p>

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Bonding is not included in pricing. If bonding is required, the cost is 3% of the purchase order total payable to Landscape Structures. Also excluded are installation services, site preparation, unloading of equipment upon delivery, safety audits and inspections. All of these services can be contracted through Landscape Structures and they will be provided by qualified independent, third party vendors/contractors.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	To best serve our customers and provide them the best price for shipping, Landscape Structures provides freight FOB Destination, Pre-paid and Added. Freight is calculated on the entire order (not per component) and quoted based on negotiated shipping rates. Custom freight quotes are requested on orders which contain over-sized components that have been identified by our shipping department Once Landscape Structures receives an order, the product is entered in the computerized scheduling system. Based on the product ordered, a ship date is scheduled. Every order generates a Sales Order Acknowledgement detailing to the customer what they ordered. The Scheduled Ship Date is included on this acknowledgement, which is mailed and/or emailed directly to the customer. If there are any conflicts with the shipping schedule, the customer works with their local sales representative to coordinate any adjustments. Landscape Structures has a 99.8 percent on-time shipping rate. In the event there is a delay in shipment, the local sales representative is notified. They in turn notify the customer to work out a satisfactory solution for the customer. Possible options include but are not limited to splitting the delayed items into a separate shipment at no charge to the customer; shipping the entire order at a later date agreed upon by the customer and possibly expediting the shipment to meet the customer's requirements.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping, delivery, exchange and return programs for Alaska, Hawaii and other offshore orders are treated in the same manner as orders shipping to the continental United States with the exception of ocean freight. On ocean freight shipments, the maintenance kit, which contains touch-up paint cannot be shipped with the product, so it is shipped via air freight.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Landscape Structures prides itself on how it packages its products. We go to great lengths to ensure the product is delivered to the site undamaged. Landscape Structures will work with individual customers to accommodate any special shipping requirements. Individually marked hardware packets create efficiency for installation and accuracy of contents.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>All Sourcewell customer orders will be directly invoiced by Landscape Structures. As orders are received and submitted into our order processing system, they will be flagged as Sourcewell contract orders. A daily report is generated alerting our Contract Administrator of all contract orders keyed the previous day. This contract coding is also the basis for all quarterly reporting and administrative fee payments.</p> <p>All discounts on orders require a discount code which provides another checkpoint to ensure the order has received pricing in compliance with the contract. The Sourcewell discount code will be keyed on the order alerting our accounting personnel to verify the order has received the proper pricing.</p> <p>All order keyers and accounting personnel are trained to review orders for contract compliance.</p> <p>Landscape Structures shares the responsibility for the contract discount with the local sales representative. If they fail to submit the order correctly, they do not receive Landscape Structures' share of the discount and must cover the entire amount themselves. This provides a monetary incentive for the sales representative to submit the order with the correct contract information.</p> <p>As an approved supplier on the Sourcewell contract for the past 3-½ years, we are unaware of any instances of non-compliance with the contract. We have incorporated the necessary controls to ensure compliance.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Landscape Structures is respectfully proposing consideration of a 1.5% administrative fee on the net sales price of all products and services (excluding freight, bonding fees and taxes). Even though we believe the current 2% fee is not a major deterrent, internally marketing the lower fee to our sales channel will make the Sourcewell contract that much more attractive for them to promote over other contracts in our portfolio.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Landscape Structures is offering a turn-key solution to the marketplace need for playground and recreation-related equipment, accessories and supplies.</p> <p>Landscape Structures offers a full product suite that includes standard and custom playground equipment, freestanding play, shade, surfacing, sports & fitness equipment, site furnishings and splashpads. Turnkey services are offered to include design and site consultation, installation and site construction services.</p> <p>To complement and enhance park and playground projects, we can provide turn-key solutions through our partnerships to include, but are not limited to, installation, site work (i.e., grading, concrete walkways, landscaping, drainage solutions), shelters, site amenities, waterplay, and independent safety audits. These are sourced products and services.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> Playgrounds Recreation Shade Playground surfacing Outdoor exercise equipment Site amenities or furnishings such as picnic tables, benches and trash receptacles Aquatic solutions and splash pads

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Playground equipment, site furnishings, site amenities, and accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Landscape Structures' products include playground equipment for all ages and abilities.</p> <p>Children ages 6 to 23 months are gaining strength, stability and motor skills, along with a host of other physical and cognitive skills.</p> <p>At ages 2 to 5, children are developing physical play and are thinking more creatively. We have many playground designs that offer age-appropriate play to test their motor skills, strength, agility and more. Equipment includes Weevos®, arches with no prescribed entry points; PlayShaper®, playgrounds scaled for preschoolers and PlaySense® and Smart Play®, preconfigured toddler playgrounds</p> <p>Our PlayShaper®, Smart Play®, Weevos®, PlaySense® and Smart Play® playsystems support physical and cognitive development by following standard learning curricula for infants, toddlers and preschoolers. They're also designed to meet the unique safety needs of these age groups</p> <p>Kids ages 5 to 12 need physical and mental challenges while they play. Our commercial playground equipment for 5- to 12-year-olds help them develop balance, coordination, muscle endurance, problem-solving skills, social skills and much more. Equipment includes Evos®, gyroscopic-shaped playground equipment; PlayBooster®, our gold standard in playground design, and PlaySense® and Smart Play®, preconfigured playgrounds</p> <p>Kids 13+ love to stay active through play. We offer a wide variety of playground activities that meet the needs of this group to keep them engaged and challenged. From challenging net climbers to outdoor fitness products, you'll find choices that this hard-to-please age group will love.</p> <p>Site Amenities and Furnishings include shade structures, picnic tables, benches, trash receptacles and more—all designed to coordinate with your playground. Choose from our, Nature-Inspired Collection, Vivid Collection and more. The right pieces will create a clean, safe and welcoming spot for the whole community.</p>

67	Water play and aquatic recreational structures and equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>With nearly 35 years of water experience, Aquatix (formerly Aquatic Recreation Company) is a leader in water feature, splash park, and spray park design, fabrication and construction. Pioneering integrated recirculation systems, the company provides a sustainable solution that empowers hours of innovative activity without water consumption limits, and the only manufacturer to offer a completely UL Listed system.</p> <p>By joining forces with leading playground equipment manufacturer Landscape Structures, Aquatix applies the ground-breaking design and innovation they are known for to the creation of imaginative new water experiences. Both Aquatix and Landscape Structures lead the way in forward thinking design, leadership in the industry, and all-around play knowledge.</p> <p>Designed and engineered in-house, Aquatix focuses on creating interactive water park and splash pad products that encourage kids to experience water in novel ways. From aim-and-sprays to dumping buckets, ground sprays and much more, our water products provide an inclusive, sensory-rich play experience in water for children of all ages and abilities. Aquatix products meet or exceed ADA standards of accessibility for inclusive water play. Recycled materials and earth conscious manufacturing practices make Aquatix a leader in sustainability in aqua play products. Even more, Aquatix offers versatility by being a water play design and engineering company that uses stainless steel, fiberglass, and GFRC materials.</p>
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68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Landscape Structures surfacing options include PebbleFlex® 2.0, a Landscape Structures product provided by Surface America, which combines the benefits of design, technology and safety into one revolutionary, high-performance breakthrough surfacing solution and AquaFlex® Porous Water Play and Pool Surfacing - Surfacing Solutions for Outdoor Water Play Areas.</p> <p>AquaFlex® Porous, a Landscape Structures product provided by Surface America, is the most common application for outdoor water play environments, such as municipal water play areas, splash pads and pool decks, as it allows water to penetrate through the surface. Even more, it helps evacuate water off the surface to allow for better traction.</p> <p>Landscape Structures combines the benefits of design, technology and safety into a revolutionary, high-performance breakthrough surfacing solution. AquaFlex® is the best surfacing option for your water play and pool deck needs.</p>	*
69	Services related to the solutions above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Landscape Structures, and our local sales channel, partners with manufacturer-certified playground installers and local contractors to provide installation services and other site work related to your playground project to provide turn-key solutions. These relationships mean the customer receives the benefit of best pricing available.</p>	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Landscape Structures' sales leadership team uses Power BI to obtain current information on contract usage. The finance team also provides quarterly and annual contract usage reports to the executive and sales leadership teams. All contract sales are coded for easy data retrieval. Reporting shows how the contract is doing against company sales by month, quarter and against previous years. It provides sales data segmented geographically and by sales organization. In addition, it provides a comprehensive list of sales by order size and repeat customers. This reporting allows us to see where the contract is strongest and areas across the country that our sales leadership team can focus on to increase usage of the Sourcewell contract.</p>	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	<p>We believe good design matters. Whether realized or not, design affects our perceptions and experiences. Our environment influences how we engage, learn and develop.</p> <p>A playground is a social space, and every child is different. We design with these differences in mind, in ways that respect and honor each pathway, while offering fun and exciting new challenges. There's nothing better than seeing a child's curiosity rewarded with the joy of discovery.</p> <p>Safety is Our Top Priority. Kids are always finding new and inventive—but not necessarily safe—ways to play on or around playground equipment. And while they may scrape an elbow or bruise a shin, it's important to take steps to eliminate the risk of more serious mishaps. We make playground safety a top priority at Landscape Structures, and we'll help keep kids safe with our age-appropriate products, safety surfacing and shade systems. We certify our products comply with standards to help keep your kids safe while they play.</p>	

Landscape Structures has been actively involved with ASTM International (formerly American Society for Testing and Materials) in the development and on-going updates to ASTM F1487 (Standard Consumer Safety Performance Specification for Playground Equipment for Public Use) for the design, manufacture, installation and maintenance of public playground equipment. We are also a charter member of the International Play Equipment Manufacturers Association (IPEMA).

All standard products covered under the scope of the Standard in our 2020 (and upcoming 2021) Playground Catalog have been tested and certified to be in compliance with the requirements of the ASTM F1487-17 Safety Standard, except where noted. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify product certification, visit www.ipema.org.

It is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010, with the exception of Rhapsody Outdoor Musical Instruments. Most of our playstructures are also designed to be in compliance with the 2010 ADA Standard for Accessible Design.

The company has had continuous certification to the quality standard, ISO 9001, since 1996 and to the environmental standard, ISO 14001, since 1998. The pursuit of ISO certification helped Landscape Structures establish its quality management systems and establish the infrastructure for continued growth.

Landscape Structures received our ISO 9001 certification in 1996 and were the first U.S. commercial playground equipment manufacturer to achieve this standard. In 1998, we were certified to ISO 14001 as the first U.S. playground equipment manufacturer and seventh company in the state of Minnesota to achieve the highest standard for conservation and recycling process. We comply with the latest versions of both the 9001 and 14001 standards for both our play and shade divisions.

What this means is that you can purchase park and playground equipment from us with confidence because we have processes in place to manufacture a quality product while being conscious of how we are impacting the environment. *

We offer a playground safety program to help teach elementary school students the importance of safe play. The program, featuring the Super Safety Team, Guardians of the Playground, contains practical tools for schools.

In addition, Landscape Structures has developed and made available Continuing Education Sessions approved by both the International Association for Continuous Education and Training (IACET) and the Landscape Architecture Continuing Education System™ (LA CES). Sessions related to safety include the following:

- Maintaining Safe Play Environments
- Play it Cool: Have Fun in the Sun with Shade
- Designing a Safe Spray Park

Inclusive Play Allows Children of All Abilities to Grow Together. We believe all kids are created equal. That's why we create play environments using inclusive playground equipment that welcome kids and families of all abilities to learn, play and grow together.

Inclusive Play Design Philosophy: Our inclusive playground designs promote A Higher Level of Inclusive Play® by addressing accessibility, age and developmental appropriateness and sensory-stimulating activity.

Our team of designers follows the Seven Principles of Universal Design to create a playground that best fits the needs of those in your community:

1. Equitable Use. The design is useful to people with diverse abilities.
2. Flexibility in Use. The design accommodates a wide range of individual preferences and abilities.
3. Simple and Intuitive Use. Use of the design is easy to understand regardless of the user's experience, knowledge, language skills or current concentration level.
4. Perceptible Information. The design communicates necessary information effectively to the user regardless of ambient conditions or the user's sensory abilities.
5. Tolerance for Error. The design minimizes hazards and the adverse consequences of accidental or unintended actions.
6. Low Physical Effort. The design can be used efficiently and comfortably.
7. Size and Space for Approach and Use. Appropriate size and space are provided for approach, reach, manipulation and use regardless of user's body size, posture or mobility.

Universal Design is a framework for the design of environments, products, buildings, ideas and more with the express goal that they be usable by the widest range of abilities. This framework influences our Inclusive Play Design Philosophy to ultimately increase access, safety, comfort and social participation within our play environments.

		<p>To help achieve our goals, Landscape Structures works with the following partners because we believe in what they are doing to create equity through play. Giving all children the opportunity to play together teaches them about their differences and their commonalities, thus eliminating bias.</p> <ul style="list-style-type: none"> • Sensory Processing Disorder (SPD) Foundation and STAR Center • Inclusion Matters® by Shane's Inspiration • The Miracle League® <p>To learn more about our Inclusive Play Partners, visit our website at https://www.playlsi.com/en/playground-design-ideas/inclusive-play/partnerships/</p>
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	<p>Landscape Structures' Design Philosophy: Creating Space for Future Leaders</p> <p>We believe Design Matters. Play Matters More.®</p> <p>For us, design refers to what a play structure looks like as much as it does to the play value built into it. We simply cannot design one without the other.</p> <p>And for one good reason: Play value is what creates return visitors. That's why Landscape Structures designs play environments to be newly fresh and exciting upon every visit. Children enjoy a hive of activity that sparks the imagination, facilitates discovery and lends itself to new adventure.</p> <p>Integrated play opportunities ensure that there are always multiple options for a child's next move. Inclusive play spaces encourage children of all abilities to play alongside one another.</p> <p>And so we ask ourselves: Is it extremely fun? Once a playground has captured a child's attention, does it hold their attention better than a video game? Does it cause them to return on a regular basis? Do they bypass other playgrounds to get to it? Does it imprint itself upon their memory and become part of their childhood story?</p> <p>When those answers are yes, a destination playground has become a legend. By design.</p> <p>A Customized Experience – No company has more design talent, material options, advanced manufacturing capabilities or can provide more guidance to bring a unique destination to life. We learn about goals and vision, and work collaboratively to make it real.</p> <p>Whether a distinctive landscape, historical homage, custom fantasy or abstract wonderland, our design inspiration can jumpstart imagination. We strive to build something iconic together that will engage communities for decades.</p> <p>Landscape Structures has a long history of innovation and custom offerings. With our concrete operations, shade/heavy play capabilities as well as our basic manufacturing operations we have the ability to design and build almost anything our customers can imagine. We have a dedicated team of Custom Engineers and Custom Designers whose dedicated purpose is to design what the customer has envisioned. Whether the request is something as simple as adding a school logo or school colors to the play structure, creating a unique signage or as comprehensive as creating a completely unique themed playground we have the staff in place to make dreams come true.</p>

73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	<p>ISO: Landscape Structures is certified to the latest versions of both the 9001 and 14001 standards for both our play and shade divisions:</p> <ul style="list-style-type: none"> • ISO 9001:2015 standard has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality • ISO 14001:2015 standard drives us toward operating in a manner that is environmentally conscious <p>AISC - Certified Fabricator: Our SkyWays® shade products are certified to the American Institute of Steel Construction (AISC), which demonstrates our commitment to building in quality from the beginning. By complying with the rigorous standards established by the most recognized national quality certification program for the structural steel industry, you can feel confident about the superior quality of our shade products.</p> <p>The Consumer Product Safety Commission (CPSC) is a governmental organization that provides technical safety guidelines for designing, constructing, operating and maintaining public playgrounds. It is our opinion we conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010 with noted exceptions.</p> <p>Additionally, we meet or exceed the CPSC's Consumer Products Safety Improvement Act (CPSIA) of 2008. The CPSIA specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare products.</p> <p>CSA Group: Nearly all of our playground and park equipment is certified to meet CAN/CSA-Z614-07, the Children's Playspaces and Equipment Standard, through IPEMA.</p> <p>IACET: We are approved as an Authorized Provider of continuing education and training by the International Association for Continuing Education and Training (IACET).</p> <p>IPEMA: We're proud to be a founding member of the International Play Equipment Manufacturers Association (IPEMA™), a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment. In the interest of public safety, IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services, administered by TÜV SÜD America, validate our certification of conformance to the standards referenced below.</p> <ul style="list-style-type: none"> • ASTM F1487-11, excluding sections 7.1.1, 10 and 12.6.1 - Standard Consumer Safety Performance Specification for Playground Equipment for Public use • CAN/CSA-Z614-07 excluding clauses 9.8, 10, and 11 - Children's Playspaces and Equipment <p>Most of our playstructures are also designed to comply with the 2010 ADA Standard for Accessible Design.</p>
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Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		NO EXCEPTIONS REQUESTED

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Elaine Harkess, Contract Administrator, Landscape Structures Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	<input checked="" type="checkbox"/>	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	<input checked="" type="checkbox"/>	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	<input checked="" type="checkbox"/>	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	<input checked="" type="checkbox"/>	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	<input checked="" type="checkbox"/>	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	<input checked="" type="checkbox"/>	2



CONTRACT EXTENSION

Contract Number: #010521-LSI

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Landscape Structures, Inc. (Vendor) 601 7th Street S., Delano, MN 55328 have entered into Contract #010521-LSI for the procurement of Playground and Water Play Equipment with Related Accessories and Services. The Contract has an expiration date of February 17, 2025, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of February 17, 2026. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell
DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/23/2023 | 10:53 AM CDT

Landscape Structures, Inc.
DocuSigned by:
Fred Caslavka
By: 1A3A8D886566403...
Fred Caslavka
Title: CFO
Date: 9/25/2023 | 12:40 PM PDT

EXHIBIT B

CITY OF FORT LAUDERDALE GENERAL CONDITIONS FOR PIGGYBACK, COOPERATIVE, AND BIDDING-EXEMPT CONTRACTS

These conditions are standard for all piggyback, local, state, or national cooperative procurement organization, federal General Services Administration, State of Florida contracts, and bidding-exempt contracts for the purchase of goods or services by the City of Fort Lauderdale.

PART I CONDITIONS:

1.01 DELIVERY: Time will be of the essence for any orders placed as a result of this Contract. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified in this Contract.

1.02 PACKING SLIPS: It will be the responsibility of the Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.03 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms will be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of proper invoice at the office specified, whichever occurs last.

1.04 SCRUTINIZED COMPANIES

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2023), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

1.05 DEBARRED OR SUSPENDED CONTRACTORS

The Contractor certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

Part II TAXES:

2.01 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

PART III BONDS AND INSURANCE

3.01 PERFORMANCE BOND: If a performance bond is required by the Contract, as a condition precedent to the effectiveness of the Agreement, the Contractor shall within fifteen (15) working days after the commencement date of the Contract, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Contract as surety for faithful performance under the terms and conditions of the Contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the

termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

3.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Contract.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. The Contractor agrees to abide by such modifications.

PART IV PURCHASE ORDER AND CONTRACT TERMS:

4.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to Contract specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Contractor's name being removed from the City's bidder's mailing list for a specified period and Contractor will not be recommended for any contract during that period.
- All City Departments being advised to refrain from doing business with the Contractor.
- All other remedies in law or equity.

4.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered pursuant to the Contract shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Contract, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Contractor's expense. Payment will be made only after City receipt and acceptance of materials or services.

4.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

4.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Contractor certifies that Contractor will supply only material or equipment that is 100% asbestos free.

4.05 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

4.06 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the Contract, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

4.07 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims,

costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

4.08 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

4.09 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

4.10 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

4.11 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

4.12 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at Contractor's own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

4.13 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances, rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

4.14 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

4.15 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

4.16 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

4.17 ASSIGNMENT: Contractor shall not transfer or assign the performance required by the Contract without the prior written consent of the City. The Contract and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original approval.

4.18 GOVERNING LAW; VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

4.19 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444,
FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL:
PRRCONTRACT@FORTLAUDERDALE.GOV.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.20 WARRANTIES OF USAGE: Any quantities listed in this Contract are estimates. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

4.21 E-VERIFY: As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section 4.21, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section 4.21 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$5,000,000 each claim and \$5,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Cyber Liability

Coverage must be afforded in an amount not less than \$5,000,000 per claim for negligent retention of data as well as notification and related costs for cyber incidents.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial agreement or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability and/or Errors and Omissions.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of the Agreement.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of the Agreement. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.