

# APPROVED

OCT 03 2018

## BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 18-201

DATE October 3, 2018

C.D. All

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AWARD OF CONTRACT FOR AS-NEEDED PURCHASE AND INSTALLATION OF PLAYGROUND AND EXERCISE EQUIPMENT, SURFACING, SITE FURNISHINGS AND RELATED PRODUCTS AND SERVICES – USE OF THE SELECTION PROCESS OF THE NATIONAL JOINT POWERS ALLIANCE (NJPA) TO PROVIDE THESE SERVICES UNDER CONTRACT NO. 030117-LSI WITH LANDSCAPE STRUCTURES, INC.

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	S. Piña-Cortez	_____
H. Fujita	_____	*N. Williams	<u>NR</u>

  
\_\_\_\_\_  
General Manager

Approved     X                          Disapproved \_\_\_\_\_                      Withdrawn \_\_\_\_\_  
With Corrections

### RECOMMENDATIONS

1. Find that the Department of Recreation and Parks (RAP) desires to secure a contract to provide recreation and parks equipment, and installation, in order to enhance the recreational experience of the public;
2. Find that Landscape Structures, Inc. (LSI) (CONTRACTOR) is experienced in providing playground and exercise equipment, surfacing, site furnishings and related products and services, and is willing to perform such services;
3. Find that LSI can provide such services economically and expediently to RAP and it is in RAP's best interest to secure these services with LSI;
4. Find, pursuant to Charter Section 371(e)(2), that the professional, scientific, expert, technical or other special services to be provided by LSI are of a temporary and occasional character for which competitive bidding is not practicable or advantageous;
5. Find, pursuant to Charter Section 371(e)(8), that the City may, in lieu of undertaking its own competitive bidding or proposal process, use (piggyback) the NJPA Contract No. 030117-LSI with Landscape Structures, Inc., through the NJPA (Appendix A), a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership;
6. Find, pursuant to Charter Section 371(e)(10), that the services to be provided by LSI are for the performance of professional, scientific, expert or technical services and the use of

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competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law;

7. Find, in accordance with Charter Section 1022, that RAP does not have available in its employ personnel with the necessary expertise to undertake and accomplish the aforementioned specialized supplies and professional services in a timely manner and that it is more feasible to secure these services by contract;
8. Find that the letter attached hereto dated February 7, 2018 (Appendix B) from LSI authorizes RAP as a Participating Public Agency to utilize Contract No. 030117-LSI between LSI and NJPA for the purchase and installation of playground and exercise equipment, surfacing, site furnishings and related products and services; and
9. Authorize RAP to enter into the proposed Contract (see Exhibit 2), substantially in the form on file in the Board of Recreation and Park Commissioners (Board) Office, subject to the review and approval of the Mayor in accordance with Executive Direct No. 3 (Villaraigosa Series), and the City Attorney as to form, between RAP and LSI, for the purchase and installation of playground and exercise equipment, surfacing, site furnishings and related products and services, on an occasional and as needed basis, not-to-exceed Seven Million Dollars (\$7,000,000.00) per year; the initial term of the proposed Contract being from the date of execution through the prorated remainder of the Contract 030117-LSI between LSI and NJPA, set to expire April 14, 2021;
10. Acknowledge that NJPA has undergone a name change and will be known as Sourcewell (Sourcewell-MN);
11. Authorize RAP's General Manager at his sole discretion to extend the term of the Contract for one additional year if NJPA (or if renewed under the new name ~~Source-MN~~) exercises its option to renew its Contract 030117-LSI with LSI for one additional year, with a corresponding expiration date of April 14, 2022. Sourcewell-MN
12. Direct the Board Secretary to transmit the Contract to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and to transmit the Contract to the City Council for approval, and to the City Attorney for approval as to form; and
13. Authorize RAP's General Manager or his designee to make technical corrections to the proposed Contract as necessary; and
14. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of the necessary approvals.

SUMMARY

RAP has an ongoing need for the purchase and installation of playground and exercise equipment, surfacing, site furnishings and related products and services on an occasional and

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as-needed basis. The ability to purchase and install such material and equipment is critical to meeting RAP's needs to build new and retrofit and repair existing park property.

The proposed contract with LSI provides RAP with a variety of turnkey designs, manufacturing and installation options for play equipment, poured-in-place and/or manufactured surfaces, and site furnishing. The contract allows RAP the ability to select a wide variety of standard manufactured and customized recreation and exercise equipment. If desired, RAP may use this contract to retrofit, repair and/or maintain RAP's existing. RAP has successfully worked with LSI previously and recommends further opportunities to contract for the purchase and installation of playground and exercise equipment, surfacing, site furnishings, and related products and services.

Staff is recommending that the Board authorize RAP to piggyback on NJPA's competitively bid contract (NJPA Contract) with LSI (Appendix A). The NJPA contract, a master intergovernmental cooperative purchasing agreement, was a competitively bid process wherein all purchasing parties are guaranteed the greatest discounted off-catalog pricing of products and services. Use of this contract is consistent with RAP's contract terms for achieving the lowest pricing available. A new competitive process facilitated by RAP would therefore not be practicable or advantageous. Further, under the City Charter, contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing contracts, even though the contracts and implementing contracts were not entered into through a competitive bid or proposal process are an exception to the City's competitive bidding requirements. LSI has issued a letter (Appendix B, on file in the Board Office) to RAP which authorizes use of NJPA Contract. RAP will issue a separate contract number and enter into a separate contract with LSI (Exhibit 2), which will incorporate the terms of the NJPA Contract (Appendix A) and the Standard Provisions for City Contracts (Rev 10/17)[v.3](Appendix C). LSI's current contract with NJPA will expire on April 14, 2021. Additionally, NJPA has the option to extend the NJPA Contract, which if exercised, would extend the term of its contract for one additional year to April 14, 2022. In the event that NJPA (or if renewed under the new name Sourcewell-MN) exercises this option, it is recommended that RAP's General Manager have the sole discretion to also extend RAP's Contract for one additional year to April 14, 2022.

The proposed contract is recommended in an amount not-to-exceed an annual expenditure of Seven Million Dollars (\$7,000,000.00) per year for the purchase and installation of playground and exercise equipment, surfacing, site furnishings and related products and services on an as-needed basis. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. RAP, in entering into the contract, guarantees no minimum amount of business or compensation. The contract awarded through this Report shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts (Rev 10/17)[v.3]. Funding for projects will be provided from various funding sources.

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NJPA has undergone a name change to Sourcewell (Sourcewell-MN) which may appear in place on some of the supporting documents now or at time of optional renewal and should be considered interchangeable with NJPA.

### TREES AND SHADE

No projects are currently associated with this proposed contract. As such there is no direct impact on trees or shade.

### ENVIRONMENTAL IMPACT STATEMENT

No projects are currently associated with this proposed contract. As such there is no direct environmental impact statement required.

### FISCAL IMPACT STATEMENT

Executing this proposed contract will enable RAP to carry out various construction and maintenance projects on an occasional as-needed basis, and has no impact to RAP's General Fund as funding will be identified on a per project basis.

This Report was prepared by Robert Feld, Sr. Management Analyst I, Finance Division, and reviewed by Matthew Rudnick, Chief Management Analyst Finance Division.

### LIST OF ATTACHMENTS/APPENDICES

- 1) Appendix A – Contract between the NJPA and LSI
- 2) Appendix B – Letter dated February 7, 2018 from LSI authorizing RAP as a Participating Public Agency to utilize Contract 030117-LSI.
- 3) Exhibit 2 – Proposed Contract between RAP and LSI

### Required Insurance and Minimum Limits

Name: Landscape Structures, Inc.

Date: 09/06/2018

Agreement/Reference: For the purchase of design/build recreation and playground equipment, accessories and supplies, and related products and services  
Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

	WC	<u>Statutory</u>
	EL	<u>\$1,000,000</u>

Waiver of Subrogation in favor of City
  Longshore & Harbor Workers  
 Jones Act

**General Liability** City of Los Angeles must be named as an Additional Insured \$2,000,000

Products/Completed Operations
  Sexual Misconduct  
 Fire Legal Liability  
 with \$4,000,000 aggregate

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000

**Professional Liability** (Errors and Omissions)

Discovery Period 12 Months After Completion of Work or Date of Termination

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	<input type="checkbox"/>

**Pollution Liability**

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

**Crime Insurance**

**Other:** Sent to Robert Feld @ RAP

1) If a contractor has no employees and decides to not cover herself / himself for worker's compensation, please complete the form entitled "Release for Waiver of Workers' Compensation Insurance Requirement" located at <http://cao.lacity.org/risk/InsuranceForms.htm>

2) In the absence of imposed auto liability requirement, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
AND  
LANDSCAPE STRUCTURES, INC.

FOR AS-NEEDED PURCHASE AND INSTALLATION OF PLAYGROUND AND EXERCISE  
EQUIPMENT, SURFACING, SITE FURNISHINGS AND RELATED PRODUCTS AND  
SERVICES

This Agreement ("Agreement" or "Contract") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Los Angeles, (herein referred to as "CITY") a municipal corporation, Department of Recreation and Parks (hereinafter referred to as "RAP"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD"), and Landscape Structures, Inc. (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR shall be referred to hereinafter as the "Parties".

WHEREAS, the CONTRACTOR has been awarded a competitively bid contract by the National Joint Powers Alliance, in Staples, Minnesota (hereinafter referred to as "NJPA") to provide purchase and installation of playground and exercise equipment, surfacing, site furnishings and related products and services on an as-needed, non-exclusive basis pursuant to a Contract (hereinafter referred to as "NJPA CONTRACT") awarded on April 14, 2017 (NJPA Contract # 030117-LSI, attached hereto and incorporated herein by reference as Appendix A); and

WHEREAS, NJPA has undergone a name change and is now known as Sourcewell (Sourcewell-MN); and

WHEREAS, the BOARD has determined, pursuant to Charter Section 371(e)(2), that the professional, scientific, expert, technical or other special services to be provided by CONTRACTOR are of a temporary and occasional character for which competitive bidding is not practicable or advantageous; and

WHEREAS, the BOARD has determined, pursuant to Charter Section 371(e)(8), that the CITY may piggyback on the NJPA CONTRACT with CONTRACTOR, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements, are an exception to the City's competitive bidding requirements; and

WHEREAS, the BOARD has determined, pursuant to Charter Section 371(e)(10), that the services to be provided by CONTRACTOR are for the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law; and

WHEREAS, RAP desires to secure the technical, expert and professional services of a qualified contractor on an occasional and as-needed basis in order to enhance the recreational experience of the public; and

WHEREAS, pursuant to Charter Section 1022 RAP does not have available in its employ personnel with the necessary expertise to undertake the specialized professional tasks sought and the work can be performed more economically or feasibly by and independent contractor; and

WHEREAS, CONTRACTOR is experienced in providing the services of the type required, is willing to perform such service, and can provide such services to RAP; and

WHEREAS, it is in RAP's best interest to secure these services from CONTRACTOR; and

WHEREAS, RAP has the need for the purchase and installation of playground and exercise equipment, surfacing, site furnishings and related products and services on an as-needed basis; and

WHEREAS, RAP has registered on-line with the NJPA and has account number 131176, which is a prerequisite for Participating Public Agencies who wish to access NJPA's Master Agreement (i.e. Contract # 030117-LSI); and

WHEREAS, the CONTRACTOR has agreed to provide such as-needed purchase and installation of playground and exercise equipment, surfacing, site furnishings and related products and services to RAP; and

WHEREAS, CONTRACTOR by written communication dated February 7, 2018 attached hereto and incorporated by reference herein as Appendix B, has expressly authorized the RAP as a Participating Public Agency, to utilize Contract # 030117-LSI between CONTRACTOR and NJPA for the purchase and installation of playground and exercise equipment, surfacing, site furnishings and related products and services .

NOW THEREFORE, RAP and the CONTRACTOR hereby agrees as follows:

## SECTION 1 – PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTIFICATION.

### 1.1 Parties

The Parties to this Agreement are:

CITY – The City of Los Angeles, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS on behalf of RAP, having its principal office at 221 North Figueroa Street, Suite 300, Los Angeles, CA 90012.

CONTRACTOR – Landscape Structures, Inc., having its principal office at 601 7<sup>th</sup> Street South, Delano, MN 55328.

### 1.2 Representatives

The City's representative will be (or any other RAP Management or City designee):

Michael A. Shull, General Manager  
City of Los Angeles, Department of Recreation and Parks  
221 N. Figueroa Street, Suite 350  
Los Angeles, CA 90012

With Copies to:

Jimmy Newsom, Senior Management Analyst II  
City of Los Angeles, Department of Recreation and Parks  
6335 Woodley Ave  
Van Nuys, CA 91406

Email: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)  
Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

With Additional Copies to:

Ramon Barajas, Assistant General Manager  
City of Los Angeles, Department of Recreation and Parks  
Planning, Construction and Maintenance Branch  
221 N. Figueroa Street, Suite 350  
Los Angeles, CA 90012

Email: [Ramon.Barajas@lacity.org](mailto:Ramon.Barajas@lacity.org)  
Telephone Number (213) 202 - 2661  
FAX Number (213) 202 – 2612

The Contractors representative will be:

Elaines Harkess, Contract Administrator  
Landscape Structures, Inc.  
601 7<sup>th</sup> Street South  
Delano, MN 55328

Email: [elaineharkess@playlsi.com](mailto:elaineharkess@playlsi.com)  
Website: <https://www.playlsi.com>  
Direct Telephone (763) 972-3391  
Fax Number (763) 972-3185

### 1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effect by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or if the address of such person is changed, written notice of such changes shall be given, in accordance with the Section, within five (5) working days of the change.

CONTRACTOR shall address all questions and correspondence concerning plans to (or any other RAP Management designee):



Jimmy Newsom, Senior Management Analyst II  
City of Los Angeles, Department of Recreation and Parks  
6335 Woodley Ave  
Van Nuys, CA 91406

Email: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)  
Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

## SECTION 2 – TERMS OF THE AGREEMENT

### 2.1 Term

The term of this Agreement shall commence on the date of execution and expire April 14, 2021, the expiration date of the NJPA CONTRACT with CONTRACTOR.

### 2.2 Extension of Term

NJPA has one (1), one-year renewal option which if exercised would extend the term of the NJPA CONTRACT to April 14, 2022. In the event the NJPA (or if renewed under the new name Sourcewell-MN) exercises its options, then the General Manager of RAP may, at his sole discretion, by written amendment to this Agreement, extend the term of this Agreement with CONTRACTOR for one (1) additional year with the extended term expiring on April 14, 2022.

CONTRACTOR also agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17)[v.3] attached hereto and incorporated herein by reference as Appendix C.

Such provisions include but are not limited to, Los Angeles Municipal Lobby Ordinance, Contractor Government Project Reference Sheet, Living Wage Ordinances, Service Contractor Worker Retention Ordinance, Equal Benefits Ordinance, First Source Hiring Ordinance, Non-Discrimination Equal Employment-Affirmative Action Plan, Slavery Disclosure Ordinance/Border Wall Disclosure Ordinance, Minority Business Enterprise/Women Business Enterprise/Other Business Enterprise Subcontractor Outreach Program, City Insurance Requirements, Child Care Policy Program, Child Support Obligations, Americans with Disabilities Act, Prohibition Against Retaliations Notice and any additional Bonding requirements (See Appendix D Compliance Documents) and including Exhibit 1 Insurance Contractual Requirements.

RAP shall have the right to terminate this Agreement for its convenience, upon thirty (30) calendar days written notice to CONTRACTOR.

## SECTION 3 - SCOPE OF SERVICES

### 3.1 Services to be provided by CONTRACTOR

Upon receipt from RAP of a Notice to Proceed (NTP) with specified work, the CONTRACTOR has agreed by letter dated February 7, 2018 attached hereto and incorporated by reference herein as Appendix B, to provide playground and exercise equipment, surfacing, site furnishings and related products and services to RAP on an occasional and as-needed basis on the same terms and conditions as the NJPA

CONTRACT (Contract # 030117-LSI, attached hereto and incorporated herein by reference as Appendix A).

### 3.2 Services to Be Provided by CITY

RAP's authorized agent (or other RAP management designee) will issue a Notice To Proceed (NTP) to the CONTRACTOR prior the start of any work.

RAP personnel will work cooperatively with CONTRACTOR to ensure timely review of all services provided by CONTRACTOR under this Agreement.

RAP will promptly act, review and make decision as necessary to permit the orderly progress of CONTRACTOR's work under this Agreement.

## SECTION 4 – COMPENSATION AND INVOICING

### 4.1 Compensation

CITY will pay CONTRACTOR an amount for services outlined in the NTP for each individual project. The total amount for this CONTRACT will not exceed Seven Million Dollars annually, (\$7,000,000.00). The Contract amount is an estimate, and RAP does not guarantee that the Contract maximum amount will be reached. The professional service that RAP is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. RAP staff will monitor this not-to-exceed aggregate total.

### 4.2 Invoicing

Prior to the start of any work, CONTRACTOR must receive a NTP from an authorized agent of RAP. CONTRACTOR shall submit invoices to RAP for all work performed. Once work has been completed to the satisfaction of RAP, CONTRACTOR may submit an invoice for the agreed amount on the CONTRACTOR'S original proposal, as stated on the NTP, such amount to be consistent with the prices set forth in the NJPA CONTRACT (Appendix A). Invoices must include the CONTRACTOR'S name, date, address, contact phone number, summary of work completed, address/location of work completed, dollar amount originally proposed and the agreed on by RAP.

Invoices must be submitted to (or other RAP management designee):

Jimmy Newsom, Senior Management Analyst II  
City of Los Angeles, Department of Recreation and Parks  
6335 Woodley Ave  
Van Nuys, CA 91406

Email: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)

Telephone Number: (818) 756-9294

Fax Number: (818) 908-9786

#### 4.3 Compensation and schedule of payments

The CONTRACTOR's invoice will be reviewed and approved for payment by RAP's designated Project Manager (PM). Once signed off by the PM, payment will be processed by RAP'S Accounting Section for payment. RAP may take up to thirty (30) days for payment of invoice properly submitted, unless CONTRACTOR offers a discount for an early processed payment.

#### SECTION 5 - NON-EXCLUSIVITY

RAP and the CONTRACTOR understand and agree that this is a non-exclusive Agreement to provide services to RAP and that RAP may contract with other contractors to provide similar services during the term of this Agreement.

#### SECTION 6 - RATIFICATION

At the request of RAP, and because of the urgent need therefore, CONTRACTOR may have commenced performance of services required hereunder prior to the execution of this Agreement. By its execution hereof, RAP hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this Agreement, and CONTRACTOR's performance as such services.

#### SECTION 7 - INCORPORATION OF DOCUMENTS

This Agreement, appendices and incorporated documents represents the entire agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. This Agreement may not be changed or modified in any manner except by formal, written amendment fully executed by both CITY and CONTRACTOR, The following documents are incorporated and made a part hereof by reference:

- Appendix A. CONTRACT # 303117-LSI awarded on April 14, 2017 between the NJPA and Landscape Structures, Inc.
- Appendix B. Written authorization dated February 7, 2018 for RAP to utilize Contract # 030117-LSI between CONTRACTOR and NJPA.
- Appendix C. Standard Provisions for City Contracts. (REV. 10/17)[v.3]
- Appendix D CITY Compliance Documents
- Exhibit 1 Insurance Contractual Requirements

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This Agreement, incorporating Exhibit 1, Appendix D; (2) Appendix C; (3) Appendix B; and (4) Appendix A.

IN WITNESS THEREOF, the parties hereto have executed this Agreement to be executed by their duly authorized representatives on the dates indicated:

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

LANDSCAPE STRUCTURES, INC.

By \_\_\_\_\_  
PRESIDENT signature

\_\_\_\_\_  
PRESIDENT print

By \_\_\_\_\_  
CEO/TREASURER signature

\_\_\_\_\_  
CEO/TRESURER print

Approved as to Form:

Date: \_\_\_\_\_

Michael N. Feuer  
City Attorney

By \_\_\_\_\_  
DEPUTY CITY ATTORNEY  
Steven Hong

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 030117-LSI

Proposer's full legal name: Landscape Structures Inc.

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be April 14, 2017 and will expire on April 14, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
 \_\_\_\_\_  
 NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
 AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
 (NAME PRINTED OR TYPED)

  
 \_\_\_\_\_  
 NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
 (NAME PRINTED OR TYPED)

Awarded on April 14, 2017

NJPA Contract # 030117-LSI

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Landscape Structures Inc.

Authorized Signatory's Title Chief Financial Officer

  
 \_\_\_\_\_  
 VENDOR AUTHORIZED SIGNATURE

Fred Caslavka  
 (NAME PRINTED OR TYPED)

Executed on 4/14 2017

NJPA Contract # 030117-LSI

Regular Meeting Minutes of the  
NATIONAL JOINT POWERS ALLIANCE®  
Board of Directors  
Tuesday, May 16, 2017  
Conference Room 3  
202 12<sup>th</sup> St. NE, Staples, MN 56479

Chair Wilson called the Regular Board meeting to order at 5:50p.m. with the following members present: Barb Neprud, Mark Gerbi, Mary Freeman, Scott Veronen, Greg Zylka, Ryan Thomas, and Mike Wilson. Also present were Jon Radermacher, City of Little Falls and Chris Lindholm, Pequot Lakes School District, Ex-Officios; Chad Coauette, Susan Nanik, Misty Myers, Paul Drange, Jeremy Schwartz, Mike Carlson, Jamie Loken, Jim Kane, Bev Hoemberg, Michelle Barrett, and Deb Cervantez, NJPA staff.

Mr. Zylka moved, seconded by Mr. Gerbi to accept the agenda as amended. Motion carried.

Mr. Thomas moved, seconded by Ms. Neprud to accept the minutes of the Annual Board Retreat and Regular Board Meeting held on April 12-13, 2017. Motion carried.

Mr. Carlson presented the monthly Financial Reports and budget update.

Ms. Freeman moved, seconded by Ms. Neprud to approve the check register and Treasurer's Report of Cash, Revenues, and Expenditures and to pay all vendor disbursements #93110 to #93387. Motion carried.

Ms. Freeman moved, seconded by Mr. Gerbi to approve all Wire Transfers #233 to #247. Motion carried.

Mr. Zylka moved, seconded by Ms. Neprud to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added April 1-30, 2017
- Permission to solicit Group Basic and Voluntary Employee Benefit Products with Related Services

Motion carried.

Mr. Kane gave a day in the life of an NJPA employee presentation on his role as Business Development Administrator.

Mr. Drange gave an update on Regional Programs.

Ms. Nanik gave an update on the Facilities, Human Resources, and Marketing Departments.

Mr. Carlson gave an update on the Finance, and Risk Management Departments.

Mr. Loken gave an update on the Information Technology Department.

Ms. Myers gave an update on the Legal and Government Relations Departments.

Mr. Schwartz gave an update on the Cooperative Contract Purchasing and Procurement Departments.

Mr. Schwartz gave an update on the following new contracts awarded in April as noted in Appendix A.

Dr. Coauette presented the proposed revised Computer and Communication Use Policy for review.

Ms. Neprud moved, seconded by Mr. Zylka to approve the SFY2017 Application for Special Education Funds Statement of Assurances. Motion carried.

Mr. Zylka moved, seconded by Mr. Gerbi to approve hiring:

- Chris Robinson, Procurement Manager, effective May 8, 2017
- Ben Plante, Collaborative Service Worker, effective May 16, 2017
- Kelli Draper, IT Business Systems Analyst, effective May 30, 2017

Motion carried.

Ms. Neprud moved, seconded by Mr. Thomas to open:

- Contract Administrator II
- Senior Education Consultant
- Lead Procurement Analyst

Motion carried.

Mr. Zylka moved, seconded by Mr. Gerbi to approve the following position descriptions and open positions:

- Manager of Government Relations
- Director of Marketing
- Network Engineer III
- Marketing and Public Relations Lead

Motion carried.

Mr. Thomas moved, seconded by Ms. Neprud to approve 30 additional contract days for FY16-17 for Nan Records, Regional Low Incidence Facilitator. Motion carried.

Ms. Nanik gave the staffing update.

Dr. Coauette gave an update on the Strategic Reinvestment Committee.

Dr. Coauette gave an update on MSC and National Cooperative Procurement Partners.

Mr. Gerbi moved, seconded by Mr. Zylka to adjourn the meeting at 7:54 p.m. Motion carried.

**NJPA CONTRACTS & COMPLIANCE DEPARTMENT  
BOARD ITEMS - May 2017**

Requesting Board permission to Solicit the following categories:

Group Basic and Voluntary Employee Benefit Products with Related Services
---

Requesting Board permission to Re-Solicit the following categories:

<b>NEW CONTRACT</b>		
American Ramp Products	030117-ARC	Recreation and Playground Equipment, Accessories and Supplies:
Becker Arena Products, Inc.	030117-BAP	Recreation and Playground Equipment, Accessories and Supplies:
Clearspan Fabric Structures Int'l.	030117-CSS	Recreation and Playground Equipment, Accessories and Supplies:
Frank J. Zamboni & Co., Inc.	030117-FZC	Recreation and Playground Equipment, Accessories and Supplies:
Landscape Structures Inc.	030117-LSI	Recreation and Playground Equipment, Accessories and Supplies:
North West Rubber	030117-NWR	Recreation and Playground Equipment, Accessories and Supplies:
Playpower, Inc.	030117-LTS	Recreation and Playground Equipment, Accessories and Supplies:
Poligon by PorterCorp	030117-PPC	Recreation and Playground Equipment, Accessories and Supplies:
Rain Drop Products, LLC	030117-RDP	Recreation and Playground Equipment, Accessories and Supplies:
RubbeRecycle, LLC	030117-RBR	Recreation and Playground Equipment, Accessories and Supplies:
SofSurfaces, Inc.	030117-SFS	Recreation and Playground Equipment, Accessories and Supplies:
Spohn Ranch, Inc.	030117-SRI	Recreation and Playground Equipment, Accessories and Supplies:
Carrier Corporation	030817-CAR	HVAC Systems, Installation, and Service with Related Products and Supplies:
Johnson Controls, Inc.	030817-JHN	HVAC Systems, Installation, and Service with Related Products and Supplies:
Siemens Industry Inc.	030817-SIE	HVAC Systems, Installation, and Service with Related Products and Supplies:
<b>New ezIQ Contracts</b>		
<b>State of Maryland</b>		
HITT Contracting, Inc.	MD05GC01-031417-HCI	
<b>State of Michigan</b>		
PelGC	MI01W-041117-PGC	
<b>State of Minnesota - Northeast/Iron Range (General Construction)</b>		
Kaski, Inc.	MN01IR-042517-KAS	
Kraus-Anderson Construction Company	MN02IR-042517-KRU	
The Jamar Company	MN03IR-042517-JMR	
<b>5th YEAR RENEWALS</b>		
Altec Industries, Inc.	031014-ALT	"Public Utility Equipment with Related Accessories and Supplies"
FuelEducation	101713-KVS	"Curriculum and Educational Equipment, Related Supplies, Accessories and Services"
Jacobsen, a Division of Textron	070313-JCS	"Grounds Maintenance with Related Equipment, Accessories and Supplies"
<b>ezIQ RENEWALS</b>		
FHP Tectonics Corp.	FL01GC1-051716-FTC	
FHP Tectonics Corp.	FL04GC3-051716-FTC	
K-Con, Inc.	FL01GC3-051716-KCI	
K-Con, Inc.	FL02GC2-051716-KCI	
K-Con, Inc.	FL03GC1-051716-KCI	
K-Con, Inc.	FL05GC1-051716-KCI	





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## - Recreation and Playground Equipment, Accesories, and Supplies

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #030117 RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 12, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 1, 2017 at 4:30 p.m. Central Time at the above address and opened March 2, 2017 at 8:30 a.m. Central Time.

**Pre-Proposal Conference: February 7, 2017 at 10:00 am CT****Sealed proposals due: March 1, 2017 at 4:30 pm CT****Proposals will be publicly opened: March 2, 2017 at 8:30 am CT**

NJPA reserves the right to reject any and all proposals.

To Obtain RFP documents do one of the following:

1. E-mail [rfp@njpacoop.org](mailto:rfp@njpacoop.org), an email will be sent back to you with the documents
2. Send a letter of request to  
National Joint Powers Alliance:  
Attn: Contracts and Compliance Department  
202 12th Street NE, Staples, MN 56479
3. Complete the RFP Document Request Form below, this will redirect you to a page where you can get the documents immediately.

### RFP Document Request Form (this will redirect you to a page to download the documents):

Vendor Name \*

Vendor Address \*

Vendor City \*

Vendor State \*

Vendor Zip \*

Contact Name \*

Contact Phone Number \*

Contact Email Address \*

- Classroom Audio Technology Equipment with Related Accessories, Services, and Supplies
- Public Safety and Emergency Management Related Equipment, Supplies, and Services
- Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services
- Managed Service Provider (MSP) for Information Technology and I.T. Staff Augmentation
- Fleet Management and Related Technology Solutions
- Recreation and Playground Equipment, Accessories, and Supplies

Vendor Reference Guide

- Contracts - General  
-----
- Contracts - Fleet  
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- Contracts - ezIQC Construction  
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- Cooperative Health  
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- Current & Pending Solicitations  
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- FAQs  
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- How to Purchase  
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## Bid RFP #030117 - RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES

Bid Type **RFP**

Bid Number **030117**

Title **RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES**

Start Date **Jan 12, 2017 8:45:39 AM CST**

End Date **Mar 1, 2017 12:00:00 AM CST**

Agency **NJPA**

Bid Contact **Ginger Line**  
 (218) 894-5483   
 ginger.line@njpacoop.org  
 202 12th Street NE  
 P.O. Box 219  
 Staples, MN 56479-0219

### Questions

0 Questions

[View/Ask Questions]

### Description

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #030117 RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 12, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 1, 2017 at 4:30 p.m. Central Time at the above address and opened March 2, 2017 at 8:30 a.m. Central Time.

### Delivery Information

Jonathan Yahn, NJPA, 202 12th Street Northeast,  
 P.O. Box 219, Staples, MN 56479

### Pre-Bid Conference

Date **Feb 7, 2017 10:00:00 AM CST**

Location **Webcast/Conference Call**

Notes **Connection information will be sent two business days prior to the event.**

### Documents

No Documents for this bid

Customer Support: [vendorsupport@publicpurchase.com](mailto:vendorsupport@publicpurchase.com) | Copyright 1999-2017 © | The Public Group, LLC. All rights reserved.



**Bid Information**

**Pending Bidding Approval**

[Back to List](#)

**Bid Information for 030117**

<b>Bid Number</b>	030117	<b>Bid Name</b>	RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES
<b>Published By</b>	National Joint Powers Alliance	<b>Solicitation Type</b>	Open to all suppliers
<b>Contract Type</b>	RFP	<b>Procurement Name</b>	Procurement
<b>Published Date</b>	01/12/2017	<b>Closing Date</b>	03/01/2017 04:30:00 PM CT
<b>Country &amp; Province/State</b>	Ontario, Canada	<b>Region &amp; City</b>	
<b>Bid Type</b>	Goods	<b>Group</b>	
<b>Remind Notice Date</b>	Not Applicable	<b>Publish Option</b>	
<b>NIGP Code</b>		<b>Value Range</b>	Not Applicable
<b>Accept questions</b>	Not Applicable	<b>Tender Area</b>	

**Requirements**

<b>NDA Requirement</b>	Not Applicable
<b>NOI Date</b>	Not Applicable
<b>Site Meetings</b>	Not Applicable

**Bid Advertisement**

**RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES**

**030117**

**Closing Date:** 03/01/2017 04:30:00 PM CT

**Detail:**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #030117 RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 12, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 1, 2017 at 4:30 p.m. Central Time at the above address and opened March 2, 2017 at 8:30 a.m. Central Time.

**Bid Document**

**No Bid Document Selected**

**Selected Categories (Biddingo Category)**

Unclassified Categories	Miscellaneous items
Miscellaneous	Bids located within this category are not classified in the existing Biddingo categories.
Parks/ Recreational Facilities	Playgrounds Structures/Equipment, Parks And Recreational Facilities, Pools, Skate Park Systems, Arenas, Graveyards, Golf Courses, Etc. Upgrades And Maintenance, bleachers, Cemeteries and Graveyards, playground equipment, Bus Shelters etc

### Attached Bid Documents

Seq.	Name	Description	Size	Page	NDA Required	Preview Document
No File Attached						

### Invited Bidders

Name / Email	Address	Phone	Fax
No Bidder Invited			

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## 030117 - Recreation and Playground Equipment, Accessories, and Supplies (Published)

### [Actions](#)

- [Actions](#)
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- [Notify New Supplier](#)
- [Add Categories](#)
- [Cancel Solicitation](#)
- [View Task Assignments](#)
- [Clone Solicitation](#)
  
- [Preview](#)
- [Amendment](#)
- [Bid Results](#)
- [Award](#)
- [Audit](#)
  
- [Notice](#)
- [Documents](#)
- [Categories](#)
- [Document Request List](#)
- [Print](#)

### Basic Information

Estimated Contract Value (CAD)



99,999,999,999.00 (Not shown to suppliers)

Reference Number

0000047270

Issuing Organization

National Joint Powers Alliance

Solicitation Type

RFP - Request for Proposal

Solicitation Number

030117

Title

Recreation and Playground Equipment, Accessories, and Supplies

Source ID

PP.CO.USA.868485.C88455

## **Details**

Region

Canada, All of Canada, All of Canada

Purchase Type

Term: 2017/04/01 12:00:00 AM CDT - 2021/04/12 12:00:00 AM CDT

Option: 4 year contract

## **Dates**

Publication Date

2017/01/12 08:38:43 AM CST

Question Acceptance Deadline

2017/02/22 11:59:00 PM CST

Questions are submitted online

No

Closing Date

2017/03/01 04:30:00 PM CST

Bid Intent


Not Available

Prebid Conference

2017/02/07 10:00:00 AM CST

## Contact Information

Ginger Line

218-894-1930 

ginger.line@njpacoop.org

Description

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #030117 RECREATION...[See more](#)

## Pre-Bidding Events

- Event Type

Prebid Conference

Attendance

Recommended

Event date

2017/02/07 10:00:00 AM CST

Location

Webcast/Conference Call

Event Note

Connection information will be sent to all inquirers two business days prior to the event.

## Bid Submission Process

Bid Submission Type

Physical Bid Submission

Pricing

In attached document

Pricing

In attached document

[<< Back to Solicitation List](#)

## **030117 - Recreation and Playground Equipment, Accessories, and Supplies (Published)**

Modifying this solicitation will cancel its scheduled publication. Once you have completed your modifications, you will have to re-publish the solicitation in order to reschedule its publication. Are you sure you want to modify this solicitation?

[No](#) [Yes](#)

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AFFIDAVIT OF PUBLICATION

# DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810  
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STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**Case Number: NOT PROVIDED**

**RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES**

**National Joint Powers Alliance« (Njpa); Bid Location Staples, MN, Cass County; Due 03/01/2017 at 04:30 PM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

1/13/2017

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE 10th DAY OF April, 2017

Michelle Ropp

Notary Public-State of Oregon



**NATIONAL JOINT POWERS ALLIANCE (NJPA)  
RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES**

**Proposal due 4:30 p.m., March 1, 2017  
REQUEST FOR PROPOSALS**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #030117 RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 12, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until March 1, 2017 at 4:30 p.m. Central Time at the above address and opened March 2, 2017 at 8:30 a.m. Central Time. Please see who this pertains to here: <http://www.njpacoop.org/oregon-advertising>.  
Published Jan. 13, 2017. 11247616

**Ginger Line**  
**National Joint Powers Alliance**  
202 12th St NE  
Staples, MN 56479-2438

Order No.: 11247616  
Client Reference No: RFP #030117

**REQUEST FOR PROPOSALS**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #030117 RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 12, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 1, 2017 at 4:30 p.m. Central Time at the above address and opened March 2, 2017 at 8:30 a.m. Central Time. 2872210

THE STATE MEDIA CO., INC.  
Columbia, South Carolina  
publisher of  
**The State**

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

Personally appeared before me, Allison Branham, Sales Operations Supervisor of THE STATE, and makes oath that the advertisement,

REQUEST FOR PROPOSALS The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #030117 RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES.

0002872210

was inserted in THE STATE, a daily newspaper of general circulation published in the City of Columbia, State and County aforesaid, in the issue(s) of

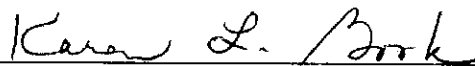
January 12, 2017



Allison Branham, Sales Operations Supervisor

Subscribed and sworn to before me, Karen L. Book,

on this day, January 16, 2017



Notary Public

My commission expires  
September 7, 2026.

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STAPLES MN 56479

ACCOUNT NUMBER

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DATE

1/12/2017

ACCOUNT NAME

NATIONAL JOINT POWERS ALLIANCE,

TELEPHONE

2188945483

ORDER # / INVOICE NUMBER

0001131963 /

PUBLICATION SCHEDULE

START 01/12/2017 END 01/12/2017

CUSTOMER REFERENCE NUMBER

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REQUEST FOR PROPOSALS The National Joint Powers Alliance (NJPA), on behalf of N

SIZE

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**REQUEST FOR PROPOSALS**  
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1131963 UPAXLP

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AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS The National Joint Powers Alliance (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all government** FOR **NATIONAL JOINT POWERS ALLIANCE**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINATELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

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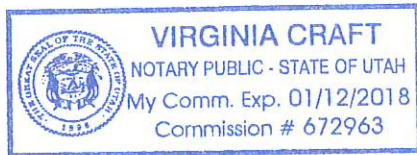
SIGNATURE *Ann Dartnell*

STATE OF UTAH )

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 12TH DAY OF JANUARY IN THE YEAR 2017

BY ANN DARTNELL



*Virginia Craft*  
NOTARY PUBLIC SIGNATURE

**BOOK BUZZ**  
NEW ON THE LIST  
AND IN PUBLISHING

**In the kitchen with Oprah:** Oprah Winfrey is counting numbers these days: pounds (she's lost more than 40) and SmartPoints (she's on Weight Watchers). Here's another: No. 4. That's where the famous dieter's first cookbook, *Food, Health and Happiness*, lands on USA TODAY's Best-Selling Books list. In her new book, Winfrey, a Weight Watchers investor and spokesperson, offers "115 On-Point Recipes for Great Meals and a Better Life." Each recipe gives Smart-



Points and calories, but it's not an official Weight Watchers cookbook. Winfrey's TV appearances to launch *Food* included chatting with bestie Gayle King on *CBS This Morning* and heating up the kitchen during a cooking demo with Stephen Colbert. They whipped up her book's "Sexy Breakfast," basically scrambled eggs with salsa. In 1994, *In the Kitchen with Rosie: Oprah's Favorite Recipes*, by her personal chef, Rosie Daley, was No. 1 for 16 straight weeks.

Jocelyn McClurg

**USA TODAY BEST-SELLING BOOKS**  
BOOKLIST.USATODAY.COM

WHAT AMERICA'S READING®

**THE TOP 10**

1	—	<b>Mistress</b> Danielle Steel	Natasha Leonova, the mistress of Vladimir Stanilas, longs for a life she cannot have with artist Theo Luca (F) (E) <i>Delacorte</i>	6	—	<b>Below the Belt</b> Stuart Woods	Stone Barrington helps a friend with a request that involves a rising star; 40th in series (F) (E) <i>G.P. Putnam's Sons</i>
2	2	<b>The Lose Your Belly Diet</b> Travis Stork	Subtitle: "Change Your Gut, Change Your Life" (NF) (H) <i>Ghost Mountain Books</i>	7	11	<b>Hillbilly Elegy</b> J. D. Vance	Subtitle: "A Memoir of a Family and Culture in Crisis" (NF) (H) <i>Harper</i>
3	7	<b>A Dog's Purpose</b> W. Bruce Cameron	Dog searches for purpose as he's reincarnated several times (F) (P) <i>Forge</i>	8	5	<b>The Girl on the Train</b> Paula Hawkins	Psychological thriller about the disappearance of a young married woman (F) (P) <i>Riverhead</i>
4	—	<b>Food, Health and Happiness</b> Oprah Winfrey	Subtitle: "115 On-Point Recipes for Great Meals and a Better Life" (NF) (H) <i>Flatiron Books</i>	9	15	<b>A Man Called Ove</b> Fredrik Backman	A grumpy man finds his solitary world shattered when a young family moves in next door (F) (P) <i>Washington Square Press</i>
5	24	<b>Hidden Figures</b> Margot Lee Shetterly	The story of the black women mathematicians at NASA who helped launch the space race (NF) (E) <i>William Morrow</i>	10	9	<b>Milk and Honey</b> Rupi Kaur	Poetry collection that is divided into four chapters that explore four pains (F) (P) <i>Andrews McMeel Publishing</i>

**THE REST**

11	6	<b>The Whistler</b> /John Grisham	Lawyer Lacy Stoltz investigates a claim that a corrupt judge has gotten rich through a casino (F) (E) <i>Doubleday</i>
12	—	<b>Distant Shores</b> /Kristin Hannah	Daughter pieces together the story of her parents' lives and finds what is missing from her own (F) (E) <i>Ballantine</i>
13	3	<b>The Princess Diarist</b> /Carrie Fisher	Memoir based on diaries Fisher kept during filming of "Star Wars" (NF) (H) <i>Blue Rider Press</i>
14	17	<b>Tools of Titans</b> /Tim Ferriss	Includes the tactics, routines and habits of billionaires (NF) (H) <i>Houghton Mifflin Harcourt</i>
15	—	<b>The Lost City of the Monkey God</b> /Douglas Preston	Recounts the author's expedition to try to find a lost ancient civilization (NF) (E) <i>Grand Central Publishing</i>
16	18	<b>Small Great Things</b> /Jodi Picoult	An experienced black nurse is asked by white supremacists not to touch their newborn baby (F) (E) <i>Ballantine</i>
17	13	<b>Cross the Line</b> /James Patterson	A murder in Washington draws both Alex Cross and his wife, Bree, into the case (F) (E) <i>Little, Brown</i>
18	36	<b>The Whole30</b> /Melissa Hartwig, Dallas Hartwig	Subtitle: "The 30-Day Guide to Total Health and Food Freedom" (NF) (H) <i>Houghton Mifflin Harcourt</i>
19	65	<b>You Are a Badass</b> /Jen Sincero	Subtitle: "How to Stop Doubting Your Greatness and Start Living an Awesome Life" (NF) (P) <i>Running Press</i>
20	26	<b>Killing the Rising Sun</b> /Bill O'Reilly, Martin Dugard	Subtitle: "How America Vanquished World War II Japan" (NF) (H) <i>Henry Holt and Co.</i>
21	4	<b>No Man's Land</b> /David Baldacci	John Puller investigates the murder of his own mother 30 years earlier (F) (E) <i>Grand Central Publishing</i>
22	23	<b>The Underground Railroad</b> /Colson Whitehead	Teenage slave Cora moves between safe havens in a bid for freedom in the 1850s (F) (H) <i>Doubleday</i>
23	16	<b>Two by Two</b> /Nicholas Sparks	Ad man Russell Green finds himself jobless and a single father to a 6-year-old (F) (H) <i>Grand Central Publishing</i>
24	22	<b>Double Down: Diary of a Wimpy Kid</b> /Jeff Kinney	Youth: Greg Heffley and his friend, Rowley, decide to make a scary movie; 11th in series (F) (H) <i>Amulet Books</i>
25	94	<b>Jesus Always</b> /Sarah Young	Subtitle: "Embracing Joy in His Presence" (NF) (H) <i>Thomas Nelson</i>
26	—	<b>Mulberry Moon</b> /Catherine Anderson	Ben Sterling tries to settle down after his rodeo career with new café owner Sissy Sue Bentley; third in series (F) (P) <i>Jove</i>
27	58	<b>The Life-Changing Magic of Tidying Up</b> /M. Kondo	Subtitle: "The Japanese Art of Decluttering and Organizing" (NF) (H) <i>Ten Speed Press</i>
28	—	<b>An Invisible Thread</b> /Laura Schroff, Alex Tresniowski	The story of an 11-year-old panhandler and a busy sales executive (NF) (E) <i>Howard Books</i>
29	80	<b>The Whole30 Cookbook</b> /Melissa Hartwig	Includes 150 recipes to help succeed with the Whole30 diet (NF) (H) <i>Houghton Mifflin Harcourt</i>
30	14	<b>Wishful Drinking</b> /Carrie Fisher	Based on the actress' one-woman show about drug addiction, mental illness and "Hollywood in-breeding" (NF) (E) <i>Simon &amp; Schuster</i>

The book list appears every Thursday. For each title, the format and publisher listed are for the best-selling version of that title this week. Reporting outlets include Amazon.com, Amazon Kindle, Barnes & Noble.com, Barnes & Noble Inc., Barnes & Noble e-books, BooksAMillion.com, Books-A-Million, Costco, Hudson Booksellers, Books (Apple, Inc.), Joseph-Beth Booksellers (Lexington, Ky.; Cincinnati, Charlotte, Cleveland, Pittsburgh), Kobo, Inc., Powell's Books (Portland, Ore.), Powells.com, R.J. Julia Booksellers, Schuler Books & Music (Grand Rapids, Okemos, Eastwood, Alpine, Mich.), Sony Reader Store, Target, Tattered Cover Book Store (Denver).

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**PUBLIC NOTICE**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #030117 RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 12, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until March 1, 2017 at 4:30 p.m. Central Time at the above address and opened March 2, 2017 at 8:30 a.m. Central Time.

**PUBLIC NOTICE**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #030817 HVAC SYSTEMS, INSTALLATION, SERVICE WITH RELATED PRODUCTS AND SUPPLIES. Details of this RFP are available beginning January 12, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until March 8, 2017 at 4:30 p.m. Central Time at the above address and opened March 9, 2017 at 8:00 a.m. Central Time.

**PERSONALS**

Judith Ellen (VanDermark) King I am proud to say, yet humbled, by the fact that you were my life partner and best friend since 2009. You are the kindest, most caring, wonderful partner, and friend I have known. I wish I hadn't taken so much for granted. I love you, and miss you terribly. Yours Always, Christopher Terry Bassett

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**NOTICES**  
**PUBLIC NOTICE**

**MISSING**  
**YOVANY TORRES**

**DOB:** Dec 27, 2001 **Sex:** Male  
**Race:** Hispanic  
**Missing:** Apr 10, 2016  
**Hair:** Black  
**Age Now:** 15 **Eyes:** Brown  
**From:** Greenville, KY

NATIONAL CENTER FOR MISSING & EXPLOITED CHILDREN  
**1-800-THE-LOST**

**PUZZLES**

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**CROSSWORD**

BY George Barany

**REVOLUTION**

- ACROSS**
- Recipe direction
  - Stroke gently
  - Casaba or Crenshaw
  - Light as a feather
  - Visibly terrified
  - .jpg or .gif file contents
  - Drive to nowhere in particular
  - Lego brand for toddlers
  - "... we there yet?"
  - Org. with HQ named for George Bush
  - 2-BR listing, maybe
  - Cub Scout group
  - Low point
  - What beatniks beat
  - "Try!"
  - Old timer?
  - Gymnast Comaneci
  - Marlon's "The Godfather" role
  - Puccini pieces
  - Ceremonial splendor
  - On the ball
  - Involves by necessity
  - Endure a penalty, in board games
  - Campaign highlight
  - Pelted on Halloween
  - Aromatherapy spot
  - La Brea goo
  - Did a marathon
  - English cathedral site
  - Andrew Wyeth's model
  - Ride a winning streak
  - Man of many morals
  - In the loop about
  - It's a thought
- DOWN**
- Eye medicine units
  - Flood controller
  - Keystone State eponym
  - Prince of Darkness
  - Pageant crown
  - Ticked off
  - Deli bread
  - Goldilocks sat in his chair
  - Peyton's quarterback brother
  - Luchy Ricardo, to Ethel Mertz
  - Times Square's Manhattan locale
  - Ostrich cousin
  - Org. that arrested O.J.
  - Gawk at
  - Marquee gas
  - Tire pressure meas.
  - Sharp-smelling
  - Org. with a Tour
  - Turned a deaf ear to
  - Most sleazy
  - Working with a lathe, say
  - By means of
  - Word after teen or matinee
  - Lens holders
  - Swimmer's unit
  - Rural skyline sight
  - Salt Lake City collegians
  - Kilmer of "The Doors"
  - Waiting area
  - Early Beatle Sutcliffe
  - Shoe sole attachments
  - Fight site
  - Org. with many 7-footers
  - Half an iPod pair
  - Crystal-lined rock
  - First name in TV talk
  - 2016 Literature Nobel
  - Source of roe
  - Source of pressure, maybe
  - "Not to mention..."
  - Raggedy doll
  - Affiliation of DDE and RMN
  - Org. that banned DDT
  - Saw with the grain

© Andrews McMeel

- WEDNESDAY'S ANSWER**
- HOOPS STUD WIGS  
ELLIOT MINE ACNE  
MELIEE ALDA LEON  
STEELDOLDRUMS  
MAP PYLE TOUTPEE  
ORIOLE JIJIGS  
BOLDESTMAN LUG  
TISLES HUN CEASE  
LES SAGEHOLDEN  
ESKIMO MART ESS  
MOLDYGOODNESS  
BLEED IPOD MIDAS  
EVIL EASE PLATO  
RENE SLED TOYED

**WEDNESDAY'S ANSWER**

WAXY  
ICEE  
LENA  
ERAS

**QUICKCROSS**  
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**WORD ROUNDUP**

By David L. Hoyt and Jeff Knurek

- Find and Circle:
- Five words starting and ending in R
  - Four oceans
  - Three professions ending in R
  - Neighbor of Chile
  - Soft drink: \_\_\_ ale
- Wednesday's answer: SOAP HEAP LEAP REAP CAP MAP LAP / EXIST MIST RUST LUST BUST PEST MUST / STREAM CREEK BROOK RIVER / QUEEN KING JACK / FORTE

**QUICKCROSS**

By John Wilmes

Galifianakis of "Keeping Up With the Joneses"

Fisher of "Keeping Up With the Joneses"

Not us

Stitched line

Pimples

Tennis star Arthur

Wednesday's Answer

"Veep" actress DuVall

Jon of "Keeping Up With the Joneses"

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**SUDOKU**

Complete the grid so that every row, column and 3x3 box contains the numbers 1 through 9 (no repeats).

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**UP & DOWN WORDS**

By David L. Hoyt and Russell L. Hoyt

1. ARRIVE

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

**COURSE**

Clues:

- Get there after everyone
- Previous cold season
- Blizzard
- Type of weather bulletin
- Omen
- ... the times
- "Certainly!"

**Wednesday's Answer**

SPEAK ITALIAN FOOD ALLERGY MEDICINE CHEST PAIN SCALE

**PLAY ONLINE**  
[PUZZLES.USATODAY.COM](http://PUZZLES.USATODAY.COM)

**UP & DOWN WORDS**

By David L. Hoyt and Russell L. Hoyt

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Complete the grid so that every row, column and 3x2 box contains the numbers 1 through 6 (no repeats).

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**TXTPERT**

Across: 2, 24253; 4, 722753; 6, 6994; 7, 746; 8, 687546

Down: 1, 7729; 3, 2835-4476; 5, 73426; 6, 6277

Today's theme: Religion

Use the phone keypad to decode the clues. For example: 1 could be A, E or C... and 5/29 could be LOGT

Yesterday's solution: F I S S U E

**DON'T QUOTE ME**

Comedian Chelsea Handler jokes about dating.

Rearrange the words to complete the quote.

**FAMILY HAVING IF INTRODUCE PEOPLE RELATIONSHIP SERIOUS WOULD**

OBVIOUSLY, \_\_\_\_\_ I WAS \_\_\_\_\_ ABOUT \_\_\_\_\_ A \_\_\_\_\_ WITH SOMEONE LONG-TERM, THE LAST \_\_\_\_\_ I WOULD \_\_\_\_\_ HIM TO \_\_\_\_\_ BE MY \_\_\_\_\_

Wednesday's Answer: "I run on the road long before I dance under the lights." - Muhammad Ali

**WIGGLES 3D GAMES**

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**COMMENT AND REVIEW**  
to the  
**REQUEST FOR PROPOSAL (RFP) #030117**  
Entitled  
**RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES**

The following advertisement was placed in Oregon's *Daily Journal of Commerce* on January 13, 2017, in South Carolina's *The State* on January 12, 2017, in Utah's *The Salt Lake Tribune* on January 12, 2017, in *USA Today* on January 12, 2017, and on the NJPA website [www.njpacoop.org](http://www.njpacoop.org), Onvia website [www.onvia.com](http://www.onvia.com), Notice to Bidders website [www.noticetobidders.com](http://www.noticetobidders.com), PublicPurchase.com, Merx, and Biddingo:

*The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #030117 RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 12, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until March 1, 2017 at 4:30 p.m. Central Time at the above address and opened March 2, 2017 at 8:30 a.m. Central Time.*

RFPs were requested by and distributed to:

ABC Recreation Ltd.	Minnesota Wisconsin Playground
Active Playground Equipment Inc.	Motorworks Clean Vehicles
All-American Arena Products	My Turn Playsystems
American Ramp Company	National Cooperative Leasing
Anchor Industries Inc.	National Playground
Athletica Sport Systems Inc.	New World Park Solutions Inc.
A-Turf, Inc.	No Fault Sport
BCI Burke Company	North West Rubber
BeachTech Beach Cleaners	Park N Play Design
Becker Arena Products	Parkitect
Bliss Products & Services	Playcraft Systems
Blue Imp	Playground Guardian
Champlin Tire Recycling, Inc.	Playgrounds-R-Us
CIMCO Refrigeration Inc.	PlayPower
Clearspan Fabric Structures International Inc.	Playtime
Commercial Recreation Specialists	Playtopia, Inc.
Construction Industry Center	Poligon by PorterCorp
Contractor Plan Center	Prime Vendor Inc.



COSTARS Program	Public Restroom Company
Crouch Recreation	Rain Drop Products
CXT - LB Foster	RCP Shelters, Inc.
D&D Products, Inc.	Redding Construction
DAS-EGS Procurement Services	Restroom Facilities Ltd.
Designline Products Group	Resurfsice Corp.
Diversified Metal Fabricators	Rink Systems, Inc.
DuMor, Inc.	Rubberecycle, LLC
DuraPlay, Inc.	School Specialty
Dynamo Playgrounds	Shade 'N Net
Empex Water Toys US Office	Shade Systems, Inc.
Euclid Infotech	Sinclair Recreation
ExoFit Outdoor Fitness	SNA Sports Group
Fitness Mechanics Inc.	SofSurfaces, Inc.
FlexGround, LLC	Southern Bleacher Company
Foreverlawn GTA	Spartan Fitness
Fountain People	Splash Zone
Greenfields Outdoor Fitness	Spohn Ranch
Grounds for Play, Inc.	State of Massachusetts
Henderson Recreation Equipment Limited	State of New York
Icon Marine Services Ltd.	Superior Recreational Products
Icon Shelter Systems, Inc.	Surface America
Ivy Tech Community College - Lafayette	The Fibar Group
JJV Rubber Mulch LLC	TriActive America
Lakeshore Learning Materials	Vancouver Regional Construction Association
Landscape structures	Vortex
Leesburg Concrete	Wabash Valley Manufacturing
Legend Fitness	Waterplay Solutions Corporation
Leisure Craft, Inc.	Weedoo Greenboat Inc.
Lyra de Asis	Zamboni
Major Display, Inc.	Zeager Bros., Inc.

Proposals were opened on March 2, 2017, at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

All-American Arena Products  
American Ramp Company  
BCI Burke Company, LLC  
Becker Arena Products, Inc.  
Clearspan Fabric Structures International, Inc. (CSFSI)  
CXT Inc  
Designline Products Group  
DuraPlay, Inc.  
ExoFit Outdoor Fitness  
FlexGround, LLC  
Frank J. Zamboni & Co., Inc.  
Greenfields Outdoor Fitness, Inc.

Landscape Structures Inc.  
North West Rubber  
Parkitect, LLC  
Playcraft Systems  
PlayPower, Inc.  
Poligon by PorterCorp  
Public Restroom Company  
Rain Drop Products, LLC  
RCP Shelters, Inc.  
RubbeRecycle, LLC  
School Specialty, Inc  
Shade 'N' Net  
Shade Systems, Inc.  
Sof Surfaces, Inc.  
Spohn Ranch, Inc.  
Surface America  
The Fibar Group, LLC  
TriActive America  
Vortex USA  
Waterplay Solutions Corp.

Proposals were reviewed by the Proposal Evaluation Committee:

Ginger Line, CPPB, NJPA Senior Contract Procurement Analyst  
Keith Hanson, CPA, NJPA Accounting Manager  
Gregg Meierhofer, CPPO, NJPA Contract Procurement Analyst  
Kim Austin, NJPA Contract Procurement Analyst  
Chris Robinson, JD, NJPA Lead Analyst

**The findings of the Proposal Evaluation Committee are summarized as follows:**

The Proposal Evaluation Committee used the established NJPA RFP evaluation criteria and determined that all proposal responses met Level-One and Level-Two Responsiveness and were evaluated.

American Ramp Company offers turn-key solutions for sports park development, including skate and bike parks, pumptracks, bike trails, and bicycle playgrounds. Their products are available in a variety of materials, including concrete, steel, wood, composite and fiberglass. American Ramp Company proposes a significant discount off of factory-direct pricing and has a demonstrated ability to serve NJPA members across the US and Canada.

Becker Arena Products, Inc., is the provider of a comprehensive selection of ice arena products as a manufacturer and/or distributor. The products are offered in a variety of grades to fit Members' needs and budget requirements. Becker Arena Products' pricing model provides significant discounts from list price and is in an easy to use format.

Clearspan Fabric Structures International, Inc., provides rigid frame, membrane covered, structures that are available in a wide variety of widths and lengths and several foundation options. They have the ability to install and service their fabric structures in all US States and Territories, as well as Canada. Clearspan offers its structures, engineering services and installation services at a substantial discount from MSRP, reflecting a strong value to NJPA Members.

CXT, Inc., manufactures, ships and installs a broad line of concrete structures for restroom, shower, concession and utility purposes in the US and Canada. They offer a variety of sizes and designs, with options to customize the structure to meet Members' needs. CXT's pricing model includes a substantial discount from Standard Commercial Price and offers a pricing worksheet that is easy to use and brings clarity to the ordering process.

Frank J. Zamboni & Co., Inc., supplies industry leading ice resurfacing and ice edging equipment, and related accessories. Their network of dealers and distributors serves all of North America. The Zamboni pricing model offers a discount off of list price and is within the competitive range.

Landscape Structures, Inc., offers a broad range of equipment options and complementary product lines, including standard and custom playground equipment, shade, surfacing, outdoor sports and fitness equipment, site amenities, skateparks, and aquatic play solutions. They also offer turnkey services for design and site consultation, installation, and construction services. Landscape Structures has a solid sales and service network in the US and Canada and offers significant discounts off list price for its products, with additional volume discounts available.

North West Rubber provides rubber playground tile and recreation-related flooring in a variety of fall height certifications, colors, and styles. The products are backed by a solid warranty and are offered at a substantial discount off MSRP pricing. North West Rubber is represented by forty-five dealers in the US and nineteen dealers in Canada to serve Members' needs across North America.

PlayPower, Inc. is the manufacturer of a comprehensive line of playground equipment, park and site amenities, fabric shade structures, outdoor fitness equipment, surfacing, docks, and lift systems for a variety of watercraft. The products and services are offered through a network of over 700 sales representatives, distributors and dealers to serve Members throughout the US and Canada. PlayPower's pricing is clear, easy to use and offers significant discounts from list price.

Poligon by PorterCorp offers a turn-key solution for the design, engineering, and manufacturing of open air structures, including steel, wood and fabric structures. The options for standard, modified and custom products allow Members to satisfy site-specific requirements and shelter needs. Poligon provides pricing discounts on products and installation within the competitive range, with additional volume discounts available.

Rain Drop Products, LLC, offers an impressive, turnkey solution for the design and installation of equipment to meet Members' aquatic play and decorative fountain needs. Service contract options include annual start up and shut down ("winterization") service and preventative maintenance service packages. Rain Drop's pricing proposal is complete, easy to use, and offers substantial discounts from MSRP on all products and services.

RubbeRecycle, LLC, is the manufacturer of rubber surfacing products including rubber mulch, tiles, poured-in-place and mats. They have a nationwide network of dealers and offer solutions for playground, aquatic and sports flooring applications. RubbeRecycle's pricing model is based on a discount from MSRP and falls within the competitive range.

Sof Surfaces, Inc., offers interlocking rubber tile playground surfacing and complementary products that carry an impressive limited lifetime warranty. The products come in a variety of thicknesses, several standard colors, and are also available in premium custom colors. Sof Surfaces proposal includes a turnkey installation service that is available across the US and Canada. Their pricing is clear and easy to use with a significant discount from MSRP.

Spohn Ranch, Inc., provides a comprehensive selection of skate and action park equipment, skateparks, and on-site skatepark construction, including design and build services. They offer pre-cast concrete skateparks, poured-in-place concrete skateparks, hybrid and modular skatepark equipment, along with installation, maintenance, and management


services. The Spohn Ranch pricing proposal includes a substantial discount off MSRP and reflects a strong value for Members.

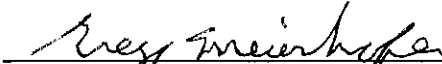
For these reasons, the NJPA Proposal Review Committee recommends award of NJPA Contract #030117 to:


American Ramp Company	030117-ARC
Becker Arena Products, Inc.	030117-BAP
Clearspan Fabric Structures International, Inc. (CSFSI)	030117-CSS
CXT Inc	030117-CXT
Frank J. Zamboni & Co., Inc.	030117-FZC
Landscape Structures Inc.	030117-LSI
North West Rubber	030117-NWR
PlayPower, Inc.	030117-LTS
Poligon by PorterCorp	030117-PPC
Rain Drop Products, LLC	030117-RDP
RubbeRecycle, LLC	030117-RBR
Sof Surfaces, Inc.	030117-SFS
Spohn Ranch, Inc.	030117-SRI


The preceding recommendations were approved on April 14, 2017.

  
\_\_\_\_\_  
Ginger Line, CPPB, Senior Contract Procurement Analyst

  
\_\_\_\_\_  
Keith Hanson, CPA, Accounting Manager

  
\_\_\_\_\_  
Gregg Meierhofer CPPO, Contract Procurement Analyst

  
\_\_\_\_\_  
Kim Austin, Contract Procurement Analyst

  
\_\_\_\_\_  
Chris Robinson, JD, Lead Analyst



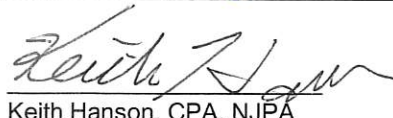
## Form G Recreation and Playground Equipment, Accessories, and Supplies

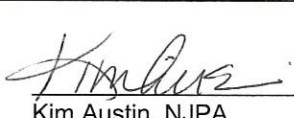
Possible Points	All-American Arena Products	American Ramp Company	BCI Burke Company, LLC	Becker Arena Products, Inc.	Clearspan Fabric Structures International, Inc. (CSFSI)	CXT Inc	Designline Products Group	DuraPlay, Inc.	ExoFit Outdoor Fitness	FlexGround, LLC	Frank J. Zamboni & Co., Inc.	
Conformance to Terms/ Conditions to Include Documentation	50	43	42	43	43	42	42	39	27	40	41	36
Pricing	400	309	324	312	304	330	328	296	253	299	321	323
Financial, Industry and Marketplace Successes	75	57	60	60	60	61	59	50	49	52	54	61
Bidder's Ability to Sell/ Service Contract Nationally	100	75	83	72	82	80	71	61	54	61	69	83
Bidder's Marketing Plan	50	41	42	41	42	45	42	37	31	36	40	40
Value Added Attributes	75	61	63	62	62	62	62	55	52	55	56	60
Warranty Coverages and Information	50	41	39	43	43	45	43	41	30	41	41	41
Selection and Variety of Products and Services Offered	200	166	168	164	172	156	159	151	148	134	151	161
<b>Total Points</b>	<b>1,000</b>	<b>793</b>	<b>821</b>	<b>797</b>	<b>808</b>	<b>821</b>	<b>806</b>	<b>730</b>	<b>644</b>	<b>718</b>	<b>773</b>	<b>805</b>
<b>Rank Order</b>		<b>16.5</b>	<b>6.5</b>	<b>15</b>	<b>9</b>	<b>6.5</b>	<b>11.5</b>	<b>29</b>	<b>32</b>	<b>31</b>	<b>22.5</b>	<b>13</b>

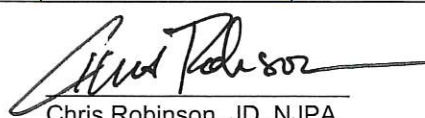
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Pricing	400	308	311	326	323	306	348	299	331	313	310	
Financial, Industry and Marketplace Successes	75	57	59	62	50	54	64	67	61	63	61	
Bidder's Ability to Sell/ Service Contract Nationally	100	75	78	82	64	74	90	84	69	80	81	
Bidder's Marketing Plan	50	42	42	41	37	39	44	44	39	44	38	
Value Added Attributes	75	62	63	63	55	62	65	66	63	65	65	
Warranty Coverages and Information	50	43	43	46	40	43	44	44	42	44	46	
Selection and Variety of Products and Services Offered	200	152	170	146	126	163	180	174	147	156	143	165
<b>Total Points</b>	<b>1,000</b>	<b>778</b>	<b>808</b>	<b>808</b>	<b>735</b>	<b>781</b>	<b>880</b>	<b>851</b>	<b>759</b>	<b>824</b>	<b>773</b>	<b>806</b>
<b>Rank Order</b>		<b>20</b>	<b>9</b>	<b>9</b>	<b>28</b>	<b>19</b>	<b>1</b>	<b>2</b>	<b>26</b>	<b>5</b>	<b>22.5</b>	<b>11.5</b>

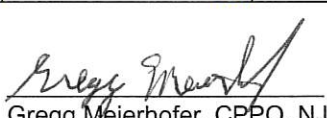
Possible Points	School Specialty, Inc	Shade 'N' Net	Shade Systems, Inc.	Sof Surfaces, Inc.	Spohn Ranch, Inc.	Surface America	The Fibar Group, LLC	TriActive America	Vortex USA	Waterplay Solutions Corp.	
Conformance to Terms/ Conditions to Include Documentation	50	39	39	38	43	43	37	33	36	41	43
Pricing	400	315	307	303	336	336	311	323	288	294	305
Financial, Industry and Marketplace Successes	75	60	61	58	67	66	60	64	57	66	64
Bidder's Ability to Sell/ Service Contract Nationally	100	77	71	68	82	79	64	82	71	81	80
Bidder's Marketing Plan	50	38	40	37	44	45	40	38	39	42	44
Value Added Attributes	75	61	63	53	63	68	58	60	60	63	68
Warranty Coverages and Information	50	41	42	43	47	43	40	42	39	44	43
Selection and Variety of Products and Services Offered	200	167	145	143	165	168	165	151	140	131	136
<b>Total Points</b>	<b>1,000</b>	<b>798</b>	<b>768</b>	<b>743</b>	<b>847</b>	<b>848</b>	<b>775</b>	<b>793</b>	<b>730</b>	<b>762</b>	<b>783</b>
<b>Rank Order</b>		<b>14</b>	<b>24</b>	<b>27</b>	<b>4</b>	<b>3</b>	<b>21</b>	<b>16.5</b>	<b>30</b>	<b>25</b>	<b>18</b>

  
Ginger Line, CPPB, NJPA

  
Keith Hanson, CPA, NJPA

  
Kim Austin, NJPA

  
Chris Robinson, JD, NJPA

  
Gregg Meierhofer, CPPO, NJPA

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST



Company Name: Landscape Structures Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
	NO EXCEPTIONS TAKEN		

Proposer's Signature: *[Handwritten Signature]*

Date: 2/28/17

NJPA's clarification on exceptions listed above:

[Empty box for NJPA clarification]

LEGAL  
M  
Initials  
4-12-17  
Date

Contract Award  
RFP #030117

FORM D



Formal Offering of Proposal  
(To be completed only by the Proposer)

|RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES |

In compliance with the Request for Proposal (RFP) for |RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES, |the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Landscape Structures Inc. Date: 2/28/17

Company Address: 601 7th Street S.

City: Delano State: MN Zip: 55328

Contact Person: Jane Jenewein Title: Strategic Alliance Manager

Authorized Signature:  Fred Caslavka  
(Name printed or typed)

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 030117-LSI

Proposer's full legal name: Landscape Structures Inc.

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be April 14, 2017 and will expire on April 14, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on April 14, 2017

NJPA Contract # 030117-LSI

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Landscape Structures Inc.

Authorized Signatory's Title Chief Financial Officer

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Fred Caslavka  
(NAME PRINTED OR TYPED)

Executed on 4/14/2017

NJPA Contract # 030117-LSI



**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Landscape Structures Inc.

Address: 601 7th Street S.

City/State/Zip: Delano, MN 553428

Telephone Number: 763-972-3391

E-mail Address: janejenewein@playlsi.com

Authorized Signature: *Fred Caslavka*

Authorized Name (printed): Fred Caslavka

Title: CFO

Date: 2/28/17

**Notarized**

Subscribed and sworn to before me this 28th day of February, 2017

Notary Public in and for the County of Carver State of Minnesota

My commission expires: 1-31-2022

Signature: *Joan C. Mochinski*





**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: Landscape Structures Inc.

Questionnaire completed by: Jane Jenewein

**Payment Terms and Financing Options**

1) What are your payment terms (e.g., net 10, net 30)?

Standard payment terms are net 30 days from invoice date.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.

Landscape Structures will partner with National Cooperative Leasing (NCL) to offer NJPA members a complete suite of finance solutions. NCL is a current NJPA financing contract holder (#032615-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.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

If awarded, all NJPA 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.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, P-cards are accepted up to \$3,000 at time of order with no additional cost to the customer.

**Warranty**

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

• Do your warranties cover all products, parts, and labor?

Product warranties do not cover labor. If purchased through Landscape Structures, installation will be warrantied for one year.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? No
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? No
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members 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. NJPA members should contact their local sales representative for assistance with service for warranty repair.

- 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.

- 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.

6) Describe any service contract options for the items included in your proposal.

Maintenance contracts are offered through some of our rep organizations.

**Pricing, Delivery, Audits, and Administrative Fee**

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Landscape Structures is offering a turn-key solution to the marketplace need for playground and recreation-related equipment, accessories and supplies.

Landscape Structures offers a full product suite that includes standard and custom playground equipment, freestanding play, shade, surfacing, sports & fitness equipment, site furnishings, skateparks, and waterparks. Turnkey services are offered to include design and site consultation, installation, and site construction services.

To complement and enhance the park and playground project, 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.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

In partnership with our local sales representatives, Landscape Structures closely works with each customer to provide unique solutions to the customer's specific project. We pull in the best resources for the best price available for each project. Landscape Structures may not always be the lowest-priced provider but will prove to be the best-value provider. Best value considers:

- Life cycle: how long will the product last in the field?
- Total cost of ownership
- Durability
- Ease of Installation

- Maintenance
- Warranty policy: for Landscape Structures, warranty is a state of mind. If the product didn't perform as expected, we generally replace it at no charge (excluding installation), irrespective if the warranty expired.
- Past performance with government markets
- Customer service response time

We believe Landscape Structures offers the best-value solution to the marketplace. Landscape Structures' pricing model will be a percentage discount of published catalog price.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Landscape Structures is proposing a six (6) percent discount off list price on Landscape Structures play, skate and shade equipment for single orders up to \$80,000 in equipment.

We are proposing a five (5) percent discount off list price on Aquatix™ by Landscape Structures products.

Mechanical and Design provided by Aquatix™ by Landscape Structures is priced on a line item pricing basis.

10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

An eight (8) percent discount off list price on Landscape Structures play, skate and shade equipment is offered for orders over \$80,000 in equipment. No additional discounts are offered for Aquatix.

Volume rebate programs will be considered on a case by case basis with the NJPA member. Landscape Structures would extend that same volume discount program to all NJPA members, provided the same or similar volume commitment is given.

12) 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.

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. Services offered include installation through our certified installer network and 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.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like 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 Inc.

Installation, site preparation, unloading of equipment upon delivery, safety audits and inspections. These services can be contracted through Landscape Structures and they will be provided by qualified independent, third party vendors/contractors.

**14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete 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 computer 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 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; and in very rare events, cancelling the order.

**15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.**

Shipping, delivery, exchange and return programs for Alaska, Hawaii and other off-shore 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 is shipped via air freight.

**16) 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.

**17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members 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 NJPA.**

As orders are received and submitted into our order processing system, they will be tagged as NJPA contract orders. The NJPA discount code will be keyed on the order alerting our accounting personnel to verify the order has received the proper pricing.

**18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA 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 RFP Section 6.29 and following for details.)**

Landscape Structures is proposing a 2% fee on the net sales price of all products and services (excluding freight, bonding fees and taxes).

### **Industry-Specific Questions**

**19) Of the following main categories, identify those in which you provide solutions: playground, recreation, aquatic/beach, and/or ice arena.**

Landscape Structures provides solutions for playground, recreation and aquatic (splashpad) categories.

20) If your RFP offering better fits within a sub-category not identified in the preceding question, identify the subcategory using the list provided in the scope section of this RFP (Sec. 3.17.1.1).

1. Playgrounds
2. Recreation
4. Shades
5. Playground surfacing
6. Outdoor exercise equipment
8. Site amenities or furnishings such as trash cans and benches
10. Aquatic solutions, pools, splash pads
11. Skate park solutions

21) Rank any subcategories you fit into (e.g., 1-5) based on how strongly you are positioned within each.

Landscape Structures is positioned equally in all categories. Every product category offered is manufactured in MN and marketed and sold through our nationwide network.

1. Playground
2. Shades
3. Site Amenities
4. Aquatic solutions (splash pads)
5. Outdoor exercise equipment
6. Skatepark solutions

22) Specifically describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.

ISO 9001 & ISO 14001

Custom capability

23) Describe any serviceability attributes that your offered solutions contain. Please indicate which of these attributes are considered "industry-expected attributes" and which you believe are "vendor differentiators."

**Industry-expected attributes:**

Installation by certified installers  
Safety audits by independent CPSI certified playground inspectors  
Free Playground Design Services

**Vendor differentiators:**

- Industry leading custom design and manufacturing expertise
- Installation Services offered through Landscape Structure distributors. Installers are trained and certified by Landscape Structures.
- Installation hotline: available after hours hotline
- Local project and design consultation / site evaluation
- Customer "Play Tours" : a look inside Landscape Structure manufacturing facilities and corporate culture, education sessions, and playground visit offered
- Learning Academy Education Series: offers information on valuable topics to park and recreation professionals and landscape architects. We are approved as an accredited provider by the International Association for Continuous Education and Training (IACET) and the Landscape Architecture Continuing Education System (LA CES). A variety of topics are offered.

Signature: \_\_\_\_\_

*Ead Coakley*

Date: \_\_\_\_\_

*2/28/17*

Proposal Opening Witness

Date of opening: March 2, 2017

The witnesses signed below hereby witness they were present on the above date and in witness of the public opening of all responses received to the Request For Proposal #030117 for the procurement of RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES.

Proposals are evaluated first on level-one responsiveness, then on the other criteria included in the RFP. Level-one responsiveness requires, among other things, that the response be received before the deadline for the submission and that the response include completed copies (with signatures) of the requested forms.

Responses were received from the following:

**All-American Arena Products – received 2/28/17 at 1:30:57pm**

Proposer deemed responsive

**American Ramp Company – received 2/28/17 at 11:39:39am** Proposer deemed responsive

Proposer deemed responsive

**BCI Burke Company, LLC – received 2/28/17 at 11:38:52am**

Proposer deemed responsive

**Becker Arena Products, Inc. – received 3/1/17 at 12:59:38pm**

Proposer deemed responsive

**Clearspan Fabric Structures International, Inc. (CSFSI) – received 2/23/17 at 11:41:50am**

Proposer deemed responsive

**CXT Inc – received 2/27/17 at 11:36:50am**

Proposer deemed responsive

**Designline Products Group – received 3/1/17 at 12:37:49pm**

Proposer deemed responsive

**DuraPlay, Inc. – received 3/1/2017 at 12:50:03pm**

Proposer deemed responsive

Certificate of Insurance – not provided

Electronic copy – not provided

**ExoFit Outdoor Fitness – received 3/1/17 at 12:50:51pm**

Proposer deemed responsive

**FlexGround, LLC – received 2/27/17 at 11:08:05am**

Proposer deemed responsive

**Frank J. Zamboni & Co., Inc. – received 2/28/17 at 11:39:13am**

Proposer deemed responsive

Form F – not signed

Certificate of Insurance – not provided

**Greenfields Outdoor Fitness, Inc. – received 2/28/17 at 11:38:26am**

Proposer deemed responsive

Certificate of Insurance – not enough coverage provided

**Landscape Structures Inc. – received 3/1/17 at 1:56:11pm**

Proposer deemed responsive



**North West Rubber – received 3/1/17 at 1:46:47pm**  
Proposer deemed responsive

**Parkitect, LLC – received 3/1/17 at 11:45:59am**  
Proposer deemed responsive

**Playcraft Systems – received 2/28/17 at 10:43:29am**  
Proposer deemed responsive

**PlayPower, Inc. – received 2/28/17 at 11:38:46am**  
Proposer deemed responsive

**Poligon by PorterCorp – received 2/28/17 at 11:46:36am**  
Proposer deemed responsive

**Public Restroom Company – received 3/1/17 at 12:51:09pm**  
Proposer deemed responsive

**Rain Drop Products, LLC – received 2/28/17 at 11:39:02am**  
Proposer deemed responsive

**RCP Shelters, Inc. – received 2/28/17 at 11:39:22am**  
Proposer deemed responsive

**RubbeRecycle, LLC – received 2/27/17 at 11:08:09am**  
Proposer deemed responsive

**School Specialty, Inc – received 2/28/17 at 10:44:09am**  
Proposer deemed responsive

**Shade 'N' Net – received 2/27/17 at 11:36:56am**  
Proposer deemed responsive

**Shade Systems, Inc. – received 2/28/17 at 10:43:59am**  
Proposer deemed responsive  
Form D – not provided

**Sof Sufaces, Inc. – received 2/28/17 at 10:43:39am**  
Proposer deemed responsive

**Spohn Ranch, Inc. – received 2/28/17 at 11:39:31am**  
Proposer deemed responsive

**Surface America – received 2/28/17 at 11:38:19am**  
Proposer deemed responsive

**The Fibar Group, LLC – received 3/1/17 at 2:42pm**  
Proposer deemed responsive

**TriActive America – received 3/1/17 at 9:54:02am**  
Proposer deemed responsive  
Certificate of Insurance – not enough coverage

**Vortex USA – received 2/24/17 at 11:46:10am**  
Proposer deemed responsive

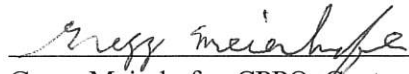
**Waterplay Solutions Corp. – received 2/27/17 at 11:36:43am**  
Proposer deemed responsive

Proposers that are deemed level-one responsive must provide any missing documentation within a reasonable time in order to remain responsive. Respondents must not provide additional substantive information when sending this missing documentation.

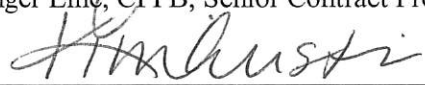
WITNESSES:

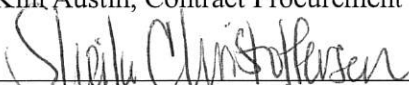
  
\_\_\_\_\_  
Jonathan Yahn, Contacts and Compliance Manager, NJPA

  
\_\_\_\_\_  
Chris Robinson, Contracts and Compliance Lead Analyst, NJPA

  
\_\_\_\_\_  
Gregg Meierhofer, CPPO, Contract Procurement Analyst, NJPA

  
\_\_\_\_\_  
Ginger Line, CPPB, Senior Contract Procurement Analyst, NJPA

  
\_\_\_\_\_  
Kim Austin, Contract Procurement Analyst, NJPA

  
\_\_\_\_\_  
Sheila Christoffersen, Procurement Support Specialist, NJPA



## National Joint Powers Alliance®

### REQUEST FOR PROPOSAL

for the procurement of

## RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES

### RFP Opening

| MARCH 2, 2017 |

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12<sup>th</sup> Street Northeast, Staples, MN 56479

### **RFP #030117**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #030117 RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 12, 2017. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until | March 1, 2017 | at 4:30 p.m. Central Time at the above address and opened | March 2, 2017 | at 8:30 a.m. Central Time.

#### RFP Timeline

January 12, 2017

**Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to:**

**<http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**

February 7, 2017

10:00 a.m. CT

**Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.**

February 22, 2017

March 1, 2017

4:30 p.m. CT

March 2, 2017

8:30 a.m. CT

**Deadline for RFP questions.**

**Deadline for Submission of Proposals. Late responses will be returned unopened.**

**Public Opening of Proposals.**

Direct questions regarding this RFP to: Jonathan Yahn at [jonathan.yahn@njpacoop.org](mailto:jonathan.yahn@njpacoop.org) or (218)895-4144.

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## **1 DEFINITIONS**

### **A. CONTRACT**

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

### **B. PROPOSER**

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

### **C. SOURCED GOOD or OPEN MARKET ITEM**

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

### **D. VENDOR**

A Proposer whose response has been awarded a contract pursuant to this RFP.

## **2 ADVERTISEMENT OF RFP**

**2.1** NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

**2.2** NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

## **3 INTRODUCTION**

### **A. ABOUT NJPA**

**3.1** The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

**3.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at [www.njpacoop.org](http://www.njpacoop.org).

**3.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

**3.4** NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

### **B. JOINT EXERCISE OF POWERS LAWS**

**3.5** NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

### **C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT**

**3.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

**3.6.1** National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

**3.6.2** NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**3.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**3.8** The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**3.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

#### D. THE INTENT OF THIS RFP

**3.10. National contract awarded by NJPA:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**3.11** Beyond our primary intent, NJPA further desires to:

**3.11.1** Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

**3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

- 3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

**3.12 Exclusive or Multiple Awards:** Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

**3.13 Non-Manufacturer Awards:** NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

**3.14 Manufacturer as a Proposer:** If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

**3.15 Dealer/Reseller as a Proposer:** If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

## E. SCOPE OF THIS RFP

**3.16 Scope:** The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of [RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES.]

### **3.17 Additional Scope Definitions:**

**3.17.1** Under this RFP, NJPA seeks [RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES. Because this title could be construed quite broadly (without the following clarification), make sure that your offered solutions fit into at least one of these primary categories: ]

#### **3.17.1.1**

1. Playgrounds
2. Recreation
3. Shelters
4. Shades



5. Playground surfacing
6. Outdoor exercise equipment
7. Prefabricated buildings associated with playgrounds and other public spaces
8. Site amenities or furnishings such as trash cans and benches
9. Bicycle equipment for public use (bikes, racks, rental kiosks, etc.)
10. Aquatic solutions, pools, splash pads
11. Skate park solutions
12. Trails and related solutions
13. Beach area equipment
14. Ice arena equipment and supplies (including dasher boards, ice surface refrigeration, and ice resurfacing equipment)

Installation and service on these listed categories is also desired.

**3.17.2** NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

**3.17.2.1** This solicitation is not intended to include: lockers, bleachers, event seating, recreational vehicles, landscape equipment, mowers, indoor exercise equipment, athletic surfacing, athletic equipment, or HVAC systems (outside of floor refrigeration/ice making).

**3.17.2.2** Any solution that is proposed must have a direct connection to at least one of the preceding categories. NJPA will consider “out of scope” those proposals that contain more than an incidental amount of items that do not directly relate to the enumerated categories. NJPA reserves the right to award a vendor that clearly articulates a compelling member need for a solution that falls outside these categories. NJPA does not seek responses that fall more properly within another existing NJPA contract category. For example, NJPA already has awarded vendors that could provide trail maintenance equipment (grubbers, mowers, etc.). So prospective respondents should determine whether they can fill a substantial unmet need for NJPA members before decided to respond to this RFP.]

**3.18** **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

**3.18.1** For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

**3.18.2** In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

**3.18.3** In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

**3.19** **Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

**3.20 Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

**3.21 Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**3.22 Awarded Vendor's interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

**3.23 Sole Source of Responsibility-** NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

**3.23.1 Scope of Equipment/Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

**3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services:** NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

**3.24.1** Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

**3.24.1.1 Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

**3.24.1.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

**3.24.1.3 Good, Better, Best:** Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

**3.24.1.4 Proven – Accepted – Leading-Edge Technology:** Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

**3.24.2** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

**3.25 Geographic Area to be Proposed:** This RFP invites proposals to provide RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

**3.26 Contract Term:** At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

**3.26.1** NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

**3.27 Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

**3.28** [This section is intentionally blank.]

**3.29 Contract Availability:** This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**3.30 Proposer's Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

## F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

**3.31 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

**3.31.1 Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

**3.31.2 Technical Descriptions/Specifications.** Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

**3.31.2.1** demonstrate the Proposer’s knowledge of industry standards and Member agency needs and expectations;

**3.31.2.2** identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

**3.31.2.3** differentiate equipment/products and services from other industry manufacturers and providers.

**3.32 New Current Model Equipment/Products:** Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer’s “Hot List” described herein.

**3.33 Compliance with laws and standards:** All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

**3.34 Delivered and operational:** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member’s site. Exceptions to “delivered and operational” must be clearly disclosed in the “Total Cost of Acquisition” section of the proposal.

**3.35 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty’s terms with the manufacturer. Any manufacturer’s warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

**3.36 Additional Warrants:** The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

## G. SOLUTIONS-BASED SOLICITATION

**3.37** The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

**3.38** While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members’ needs. NJPA may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

## **4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL**

### A. INQUIRY PERIOD

**4.1** The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors during the inquiry period.

## B. PRE-PROPOSAL CONFERENCE

**4.2** A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA’s competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

## C. IDENTIFICATION OF KEY PERSONNEL

**4.3** Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

**4.4** These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

## D. PROPOSER’S EXCEPTIONS TO TERMS AND CONDITIONS

**4.5** Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

**4.6** Exceptions, deviations or contingencies requested in the Proposer’s response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

## E. PROPOSAL FORMAT

**4.7** All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

**4.8** All proposals must be properly labeled and sent to “The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479.”

**4.9** All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor’s response. The proposal must include these items.

**4.9.1** Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

**4.9.2** Signed hard copies of all addenda issued for the RFP;

**4.9.3** Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

**4.9.4** A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA’s proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for

review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

**4.10** All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

**4.11** Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

**4.12** The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

**4.12.1** Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **“Hold for Proposal Opening,”** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**4.13** Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

## F. QUESTIONS AND ANSWERS ABOUT THIS RFP

**4.14** Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

**4.15** Submit all questions about this RFP, in writing, referencing RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Jonathan Yahn at (218) 895-4144. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

**4.16** If NPJA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

**4.17** If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

**4.18** Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

**4.19** Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

**4.20 through 4.21 [These sections are intentionally blank.]**

**G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL**

**4.22** A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

**H. PROPOSAL OPENING PROCEDURE**

**4.23** Sealed and properly identified responses for this RFP entitled **RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES** will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify **RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES** and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them with an atomic clock.** At the time of the public opening, the NJPA Director of Contracts and Marketing or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

**I. NJPA'S RIGHTS RESERVED**

**4.24** NJPA may exercise the following rights with regard to the RFP.

**4.24.1** Reject any and all proposals received in response to this RFP;

**4.24.2** Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

**4.24.3** Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

**4.24.4** Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

**4.24.5** Waive any non-material deviations from the requirements and procedures of this RFP;

**4.24.6** Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

**4.24.7** Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

**4.24.8** Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 **PRICING**

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$40 Million. Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.**

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

**A. LINE-ITEM PRICING**

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

**B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY**



**5.11** This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

**5.12** Individualized percentage discounts can be applied to any number of defined product groupings.

**5.13** A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

**5.14** When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

#### C. COST PLUS A PERCENTAGE OF COST

**5.15** "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

#### D. HOT LIST PRICING

**5.16** Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as "Hot List" pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

**5.17** Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

#### E. CEILING PRICE

**5.18** Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

**5.19** [This section is intentionally blank.]

#### F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

**5.20 through 5.23** [These sections are intentionally blank.]

#### G. TOTAL COST OF ACQUISITION

**5.24** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

#### H. SOURCED GOOD or OPEN MARKET ITEM

**5.25** A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

**5.26** NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

**5.27** An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

**5.28** "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

## I. PRODUCT & PRICE CHANGES

**5.29** Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

**5.30** NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

**5.31** The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

**5.32** **The new pricing restatement must include all products and services offered, even for those items whose pricing remains unchanged,** and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**5.33** ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

**5.34** DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

**5.35** PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material

costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

**5.35.1** *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

**5.35.2** *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

**5.36 through 5.37** [These sections are intentionally blank.]

**5.38** Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

**5.39 through 5.43** [These sections are intentionally blank.]

## K. SALES TAX

**5.44** Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

## L. SHIPPING

**5.45** Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

**5.46 through 5.47** [These sections are intentionally blank.]

**5.48** All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

**5.49 through 5.50** [These sections are intentionally blank.]

**5.51** Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

**5.52** The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

**5.53** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

**5.54** Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

## **6** EVALUATION OF PROPOSALS

### A. PROPOSAL EVALUATION PROCESS

**6.1** The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

**6.2** NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

**6.3** The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

### B. PROPOSER RESPONSIVENESS

**6.4** All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

**6.5** All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

**6.6** Level-One Responsiveness means that the response

**6.6.1** is received before the deadline for submission or it will be returned unopened;

**6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

**6.7** Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer’s marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

### C. PROPOSAL EVALUATION CRITERIA

**6.8** Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

**6.9** [This section is intentionally blank.]

### D. OTHER CONSIDERATIONS

**6.10** In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer’s response. NJPA may, however, consider additional information outside the Proposer’s response. This research may include such sources as the Proposer’s website, industry publications, listed references, and user interviews.

**6.11** NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for “Widgets and Related Products and Services.” NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award

Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

**6.12 [This section is intentionally blank.]**

**6.13** NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

**6.14** A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

**6.15** NJPA reserves the right to reject any or all proposals.

## **E. COST COMPARISON**

**6.16** NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

**6.17** This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

## **F. MARKETING PLAN**

**6.18** A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

**6.19** NJPA marketing expectations include the following components.

**6.19.1** An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

**6.19.2** Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

**6.19.3** Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

**6.19.4** Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

**6.19.5** Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

**6.19.6** Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

**6.19.6.1 Complete Marketing Plan.** Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

**6.19.6.2 Printed Marketing Materials.** Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

**6.19.6.3 Contract announcements and advertisements.** Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

**6.19.6.4 Proposer's Website.** Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

**6.19.7** An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

**6.20** Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

## G. CERTIFICATE OF INSURANCE

**6.21** Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a “Certificate Holder.” The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

**6.22** Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

**6.23 Insurance Liability Limits.** The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

**6.23.1 Minimum Scope and Limits of Insurance.** An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

**6.23.1.1 Commercial General Liability—Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

**6.23.1.2 Each Occurrence**

\$1,500,000

**6.24 Insurance Requirements:** The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

**6.25 Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

**6.26 Subcontractors:** Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

## H. ORDER PROCESS AND/OR FUNDS FLOW

**6.27** NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing



to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

**6.28 [This section is intentionally blank.]**

**I. ADMINISTRATIVE FEES**

**6.29** Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

**6.29.1** The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

**6.29.2** The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

**6.29.3** The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

**6.29.4** The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

**6.29.5** NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

**6.30 through 6.32 [This section is intentionally blank.]**

**J. VALUE-ADDED ATTRIBUTES**

**6.33 Desirability of Value-Added Attributes:** Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

**6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses:** Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

**6.35 Environmentally Preferred Purchasing Opportunities:** Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body

determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

**6.36 Online Requisitioning Systems:** When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

**6.37 Financing:** The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

**6.38 Technology:** Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

## K. WAIVER OF FORMALITIES

**6.39** NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

## 7 POST-AWARD OPERATING ISSUES

### A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor’s sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that “This purchase order is issued under NJPA contract #XXXXXX” (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

**7.2 Governing Law.** Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

**7.3 Additional Terms and Conditions.** Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a “net 30” payment requirement to the purchase order instead of applying a “net 10” requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

**7.4 Specialized Service Requirements.** In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these

specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

**7.5 Performance Bond.** At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

**7.6 Asset Management Contracts:** Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

## B. NJPA MEMBER SIGN-UP PROCEDURE

**7.6** Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

## C. REPORTING OF SALES ACTIVITY

**7.7** Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

**7.7.1 Zero sales reports:** Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

## D. AUDITS

**7.8** NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

## E. HUB PARTNER

**7.9 Hub Partner:** NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub

Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

**7.10 Hub Partner Fees:** NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [NJPA Member name].”

#### F. TRADE-INS

**7.11** The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

#### G. OUT OF STOCK NOTIFICATION

**7.12** The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

#### H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

**7.13** NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

**7.13.1** The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

**7.13.2** The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

**7.13.3** NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

**7.13.4** The Vendor fails to fulfill any of the material terms and conditions of the Contract;

**7.13.5** The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

**7.13.6** The Vendor fails to properly report quarterly sales;

**7.13.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

**7.14** Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA’s authority to immediately terminate the Contract for continued

breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

**8.2 [This section is intentionally blank.]**

**7.16** NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

**7.17** NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

**7.18** NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

**8 GENERAL TERMS AND CONDITIONS**

**8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP**

**8.1** Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

**B. APPLICABLE LAW**

**8.2 [This section is intentionally blank.]**

**8.3 NJPA Compliance with Minnesota Procurement Law:** NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

**8.4 Governing law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

**8.5 Jurisdiction:** Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

**8.5.1** Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

**8.6 through 8.7 [This section is intentionally blank.]**

**8.8 Indemnification:** Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

**8.9 Prevailing wage:** The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

**8.10 Patent and copyright infringement:** The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

**C. ASSIGNMENT OF CONTRACT**

**8.11** No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website ([www.njpacoop.org](http://www.njpacoop.org)).

**8.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

**D. LIST OF PROPOSERS**

**8.13** NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

**E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS**

**8.14** The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

**F. DATA PRACTICES**

**8.15** All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

**8.15.1** The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

**8.15.2** The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

**8.16 [This section is intentionally blank.]**

#### G. ENTIRE AGREEMENT

**8.17** This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

#### H. FORCE MAJEURE

**8.18** Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

**8.19 through 8.20 [These sections are intentionally blank.]**

#### K. LICENSES

**8.21** The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

**8.22** All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

#### L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

**8.23** The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

#### M. NON-WAIVER OF RIGHTS

**8.24** No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a

waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

#### **N. PROTESTS OF AWARDS MADE**

**8.25** And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

**8.25.1** The name, address, and telephone number of the protester;

**8.25.2** The original signature of the protester or its representative (you must document the authority of the representative);

**8.25.3** Identification of the solicitation by RFP number;

**8.25.4** Identification of the statute or procedure that is alleged to have been violated;

**8.25.5** A precise statement of the relevant facts;

**8.25.6** Identification of the issues to be resolved;

**8.25.7** The aggrieved party's argument and supporting documentation;

**8.25.8** The aggrieved party's statement of potential financial damages; and

**8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

#### **O. SUSPENSION OR DISBARMENT STATUS**

**8.26** If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

#### **P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION**

**8.27** An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

**8.28** Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

#### **Q. SEVERABILITY**

**8.29** In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.



## R. RELATIONSHIP OF PARTIES

**8.30** No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

## 9 FORMS

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**PROPOSER QUESTIONNAIRE- General Business Information**  
(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)

Proposer Name: \_\_\_\_\_ Questionnaire completed by: \_\_\_\_\_

Please identify the person NJPA should correspond with from now through the Award process:

Name: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

**Please answer the questions below using the Microsoft Word® version of this document.** This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA 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). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

**Company Information & Financial Strength**

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) 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.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) 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.
  - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please 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?
  - b) If your company is best described as a manufacturer or service provider, please 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?
- 9) 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.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

**Industry Recognition & Marketplace Success**

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

### **Proposer's Ability to Sell and Deliver Service Nationwide**

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
  - a) Sales force.
  - b) Dealer network or other distribution methods.
  - c) Service force.

Please include details, such as the 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 employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
  - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
  - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

### **Marketing Plan**

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

26) 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.

**Value-Added Attributes**

27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

28) Describe any technological advances that your proposed products or services offer.

29) 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.

30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**PROPOSER INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll-Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Website Address: \_\_\_\_\_

**COMPANY PERSONNEL CONTACTS**

**Authorized signer for your organization**

Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

**Who prepared your RFP response?**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Who is your company's primary contact person for this proposal?**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Other important contact information**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: \_\_\_\_\_

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NJPA's clarification on exceptions listed above:**

**Contract Award**  
**RFP #030117**

**FORM D**



**Formal Offering of Proposal**  
(To be completed only by the Proposer)

RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

(Name printed or typed)



**Contract Acceptance and Award**

**(To be completed only by NJPA)**

**NJPA #030117** \_\_\_\_\_

\_\_\_\_\_  
**Proposer's full legal name**

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be \_\_\_\_\_, 20\_\_\_\_\_ and continue until- \_\_\_\_\_ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director (Name printed or typed)

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ **NJPA Contract Number #030117**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member (Name printed or typed)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ **NJPA Contract Number #030117**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

**Vendor Name** \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ **NJPA Contract Number #030117**



**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_



**OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
<b>TOTAL POINTS</b>	<b>1000</b>	

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_  
 \_\_\_\_\_ Its \_\_\_\_\_



## **Form P**

### **PROPOSER QUESTIONNAIRE**

#### **Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

#### **Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

#### **Warranty**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
  - Do your warranties cover all products, parts, and labor?
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
  - 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?
  - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

#### **Pricing, Delivery, Audits, and Administrative Fee**

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- \_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
  - \_\_\_\_\_ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
  - \_\_\_\_\_ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
  - \_\_\_\_\_ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) 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.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members 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 NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA 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 RFP Section 6.29 and following for details.)

**Industry-Specific Questions**

- 19) Of the following main categories, identify those in which you provide solutions: playground, recreation, aquatic/beach, and/or ice arena.
- 20) If your RFP offering better fits within a sub-category not identified in the preceding question, identify the subcategory using the list provided in the scope section of this RFP (Sec. 3.17.1.1).
- 21) Rank any subcategories you fit into (e.g., 1-5) based on how strongly you are positioned within each.
- 22) Specifically describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.
- 23) Describe any serviceability attributes that your offered solutions contain. Please indicate which of these attributes are considered “industry-expected attributes” and which you believe are “vendor differentiators.”

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**10 PRE-SUBMISSION CHECKLIST**

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

**11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

**Section 1. Instructions for Vendor**

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA’s Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.]

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “Acme Widget Company #012416-AWC eff. 01-01-2017.”

*NOTE:* New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new “effective date” on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

**ADDITIONS.** New products and related services may be added to a contract if such additions are within the scope of the original RFP.

**DELETIONS.** New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

**PRICE CHANGES:** Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

*Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

*Price increases:* Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete “Pricing” details.

**Section 2. Vendor Name and Type of Change Request**

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

\_\_\_\_\_

NJPA CONTRACT NUMBER:

\_\_\_\_\_

- Adding Products/Services vices
- Deleting Products/Services
- Price Increase
- Price Decrease

**Section 3. Detailed Explanation of Need for Changes**

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

*EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."*

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.







## Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)



February 7, 2018

City of Los Angeles  
Department of Parks & Recreation  
6335 Woodley Avenue  
Van Nuys, CA 91406

RE: NJPA Contract No. 030117-LSI for Recreation and Playground Equipment, Accessories and Supplies

To Whom It May Concern:

Landscape Structures Inc. authorizes the City of Los Angeles to utilize the NJPA contract terms and conditions for park and playground purchases and related services.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Elaine M. Harkess'.

Elaine Harkess  
Contract Administrator

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1.** Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2.** Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3.** Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

**PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

**PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

**PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

**PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

**PSC-9. Termination**

A. Termination for Convenience

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of



services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

**PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

**PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

**PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

**PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

**PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

**PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28.** Living Wage Ordinance

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29.** Service Contractor Worker Retention Ordinance

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30.** Access and Accommodations

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.



**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications**

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39. Limitation of City’s Obligation to Make Payment to Contractor**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40.** Compliance with Identity Theft Laws and Payment Card Data Security Standards

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41.** Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42.** Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

**PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

**Limits**

\_\_\_ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

\_\_\_ **General Liability**

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

\_\_\_\_\_

\_\_\_ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

\_\_\_ **Professional Liability** (Errors and Omissions)

Discovery Period \_\_\_\_\_

\_\_\_ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

\_\_\_\_\_

\_\_\_ **Pollution Liability**

\_\_\_\_\_

\_\_\_ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

\_\_\_ **Crime Insurance**

**Other:** \_\_\_\_\_