



BuyBoard Current Vendors - Texas

Vendor	Address Line 1	City	State	ZIP	Effective	Expiration	Contract
The Penworthy Company, LLC(E)(I)(T)	219 N Milwaukee St. Ste.4	Milwaukee	WI	53202	6/1/2023	5/31/2026	Library Books, Used Textbooks, and Other Books 702-23
The Playground, Shade and Surfacing Depot(E)(I)(T)	200 N. Rufe Snow Drive	Keller	TX	76248	10/1/2022	9/30/2025	Parks and Recreation Equipment, Products, and Installation 679-22
The Playwell Group, Inc.(M)(E)(I)(T)	203A State Highway 46 East	Boerne	TX	78006	10/1/2022	9/30/2025	Parks and Recreation Equipment, Products, and Installation 679-22
The Prestigious Mark, Inc.(M)(E)(I)(T)	8611 N. New Braunfels Rd.	San Antonio	TX	78217	7/1/2022	6/30/2025	Awards, Trophies, and Personal Recognition Products 671-22
The Rosen Publishing Group, Inc.(E)(I)(T)	29 E. 21st Street	New York	NY	10010	6/1/2023	5/31/2026	Library Books, Used Textbooks, and Other Books 702-23
The Sign Depot(E)(I)(T)	2720 N. 10th St.	McAllen	TX	78503	12/1/2023	11/30/2026	Copy-Print and Document Management Services 716-23
The Slide Experts, Inc.(E)(I)(T)	511 Nob Hill Trail	Franktown	CO	80116	6/1/2023	5/31/2026	Swimming Pool Chemicals, Supplies, and Equipment 701-23
The Soccer Corner(E)(I)(T)	1420 Valwood Pkwy, #204	Carrollton	TX	75006	4/1/2022	3/31/2025	Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories 665-22
The Steam Team(E)(I)(T)	1904 W Koenig Lane	Austin	TX	78756	10/1/2022	9/30/2025	General Disaster Recovery and Restoration Services 675-22
The Stovall Corporation(E)(I)(T)	P.O. Box 1163	Kennedale	TX	76060	7/1/2022	6/30/2025	Fueling Systems and Equipment 673-22
The String and Horn Shop, Inc.(E)(I)(T)	119 North Main St.	Bryan	TX	77803	9/1/2023	8/31/2026	Musical Instruments, Equipment, Supplies, and Repair 712-23
The Tamis Corporation(E)(I)(T)	10700 Frankstown Rd.	Pittsburgh	PA	15235	6/1/2023	5/31/2026	Highway Safety and Traffic Control Products 703-23
The Tree House, Inc.(E)(I)(T)	P.O. Box 413	Norwood	MA	02062	6/1/2023	5/31/2026	Copy/Office Paper and Toner Supplies 707-23
The Tuba Exchange, Inc.(E)(I)(T)	PO Box 12693	Durham	NC	27709	9/1/2023	8/31/2026	Musical Instruments, Equipment, Supplies, and Repair 712-23
The Urban Circle, LLC(M)(E)(I)(T)	10223 Broadway St Ste P 446	Pearland	TX	77584	7/1/2022	6/30/2025	Awards, Trophies, and Personal Recognition Products 671-22
The Woodwind and Brasswind(E)(I)(T)	5795 Lindero Canyon Road	Plano	TX	75074	9/1/2023	8/31/2026	Musical Instruments, Equipment, Supplies, and Repair 712-23

(M) - MWBE (E) - EDGAR Received (D) - Designated Dealer (I) - No Israel Boycott (T) - No Foreign Terrorist Orgs

August 1, 2023

Sent via email to: maria@playwellgroup.com

Maria Powell
The Playwell Group, Inc.
203A State Highway 46 East
Boerne TX 78006

Re: Parks and Recreation Equipment, Products, and Installation
BuyBoard Contract 679-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Parks and Recreation Equipment, Products, and Installation, Contract 679-22 effective 10/1/2022 through September 30, 2023, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through September 30, 2024.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

August 4, 2022

Sent Via Email: maria@playwellgroup.com

Maria Powell
The Playwell Group, Inc.
203A State Highway 46 East
Boerne, Tex 78006

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 679-22, Parks and Recreation Equipment, Products, and Installation Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 10/01/2022 through 9/30/2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 679-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,



Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



August 9, 2022

Sent Via Email:maria@playwellgroup.com

Maria Powell
The Playwell Group, Inc.
203A State Highway 46 East
Boerne, Tex 78006

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 679-22, Parks and Recreation Equipment, Products, and Installation Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 10/1/2022 through 9/30/2022, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 679-22 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

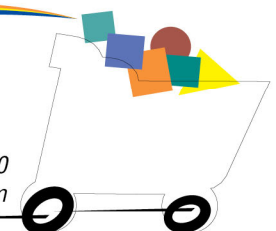
A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,

v.02.01.2021





12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Parks and Recreation Equipment, Products, and Installation Services

Proposal Due Date/Opening Date and Time: April 28, 2022, at 4:00 PM

Proposal Invitation Number: 679-22

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Term: October 1, 2022, through September 30, 2023, with two possible one-year renewals.

Anticipated Cooperative Board Meeting Date: August 2022

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

The Playwell Group, Inc.

Name of Proposing Company

4/8/2022

Date

203A State Highway 46E

Street Address

Maria Powell

Signature of Authorized Company Official

Boerne, TX 78006

City, State, Zip

Maria Powell

Printed Name of Authorized Company Official

800-726-1816

Telephone Number of Authorized Company Official

Business Manager

Position or Title of Authorized Company Official

505-821-6726

Fax Number of Authorized Company Official

75-2658108

Federal ID Number



PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: 



5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

- My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: LP



RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- I certify that my company is a **Resident Proposer.**
- I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address	
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
 Yes No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- Yes
- No

Initial:



No Boycott Verification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: 



No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller’s list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Historically Underutilized Business Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

- I certify that my company has been certified as a HUB in the following categories:
 - Minority Owned Business** **Women Owned Business**
 - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: 1752658108100

Name of Certifying Agency: HUB

- My company has **NOT** been certified as a HUB.

Acknowledgement of BuyBoard Technical Requirements

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company cannot or will not comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor’s awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor’s awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: MP



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: 



VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: 



CONFIDENTIAL / PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)

Initial: 



B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

NO, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: 



EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

YES, I agree.

NO, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

YES, I agree.

NO, I do not agree.

Initial:



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

YES, I agree. **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

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

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

YES, I agree. **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

YES, I agree. **NO**, I do not agree.

Initial:



6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

YES, I agree. **NO**, I do not agree.

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

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

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

YES, I agree. **NO**, I do not agree.

8. Debarment and Suspension:

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

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

YES, I agree. **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

YES, I agree. **NO**, I do not agree.

Initial:



10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

YES, I agree.

NO, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

YES, I agree.

NO, I do not agree.

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

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

YES, I agree.

NO, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

YES, I agree.

NO, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

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

YES, I agree.

NO, I do not agree.

Initial:



COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

The Playwell Group, Inc
Company Name

Maria Powell
Signature of Authorized Company Official

Maria Powell
Printed Name and Title

4/11/2022
Date



PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (*Optional*)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: The Playwell Group, Inc
 (List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business: Individual/Sole Proprietor Corporation Limited Liability Company Partnership
 Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 75-2658108
 (Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: (Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)

The Playwell Group, Inc.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>The Playwell Group, Inc</i>			
	2 Business name/disregarded entity name, if different from above			
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation		<input checked="" type="checkbox"/> S Corporation
	<input type="checkbox"/> Partnership			<input type="checkbox"/> Trust/estate
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.			
	<input type="checkbox"/> Other (see instructions) ▶ _____			
5 Address (number, street, and apt. or suite no.) See instructions. <i>203A State Highway 46 East</i>		Requester's name and address (optional)		
6 City, state, and ZIP code <i>Boerne, TX 78006</i>				
7 List account number(s) here (optional)				

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
<i>75</i>	<i>-2658108</i>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Maria Powell</i>	Date ▶ <i>3/9/2022</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

- Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 1,776,488.14 (The period of the 12-month period is 1/1/21/12/31/21). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
- By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
- Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	N		
4. Sourcwell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	Y	Y - 10 years	Playground Equipment
7. Choice Partners	Y	Y - 3 years	"
8. The Interlocal Purchasing System (TIPS)	Y	Y - 10 years	"
9. Other <u>CES</u>	Y	Y - 10 years	Sports Equipment

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 5% Proposed Discount (%): 5%

Explanation: _____



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

<u>Entity Name</u>	<u>Contact</u>	<u>Phone#</u>	<u>Email Address</u>	<u>Discount</u>	<u>Quantity/ Volume</u>
1. Dallas ISD	Coy Frazier	972-925-3700	cfrazier@dallasisd.org	5%	8/200,000
2. City of Dallas	Leong Lim	214-670-8700	leong.lim@dallascityhall.com	5%	35/900K
3. Katy ISD	Mark Tiedt	281-396-6000	marktiedt@katyisd.org	5%	20/900K
4. City of SA	Sandy Jenkins	210-207-2721	sandy.jenkins@sanantonio.gov	5%	20/900K
5. City of El Paso	Manny Rivera	915-252-3386	jmrivera2@episd.org	5%	5/1Mil

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** **NO** If YES, please explain:

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

Over the last 34 years, The PlayWell Group, Inc and Playworks, Inc. has been among the top 5 sales agencies of park, playground, shelters, and athletic equipment in the country. We are dedicated to supplying our customers with the best quality products for the best value. We market our products to a diverse array of clients in the school, church, daycare, municipality and other markets. Our mission, our vision, and our values are all customer driven. We believe that if we do our jobs well, our efforts will be rewarded.

The PlayWell Group, Inc. and Playworks, Inc. has been a very solid company for the past 34 years due to its professionalism and integrity when doing business with existing customers as well as new customers. We value a strong work ethic and take ownership to ensure customer satisfaction with all projects. We have a well-trained group of individuals whose priority is to deliver outstanding results with every project no matter how big or small. We take pride with one-of-a-kind installation from the ground up. All our Sales Consultants are CPSI certified and well trained to assist with anything that does not grow in the park.

Sincerely,

Maria Powell

The PlayWell Group, Inc/Playworks, Inc.

203A State Highway 46 East

800-726-1816

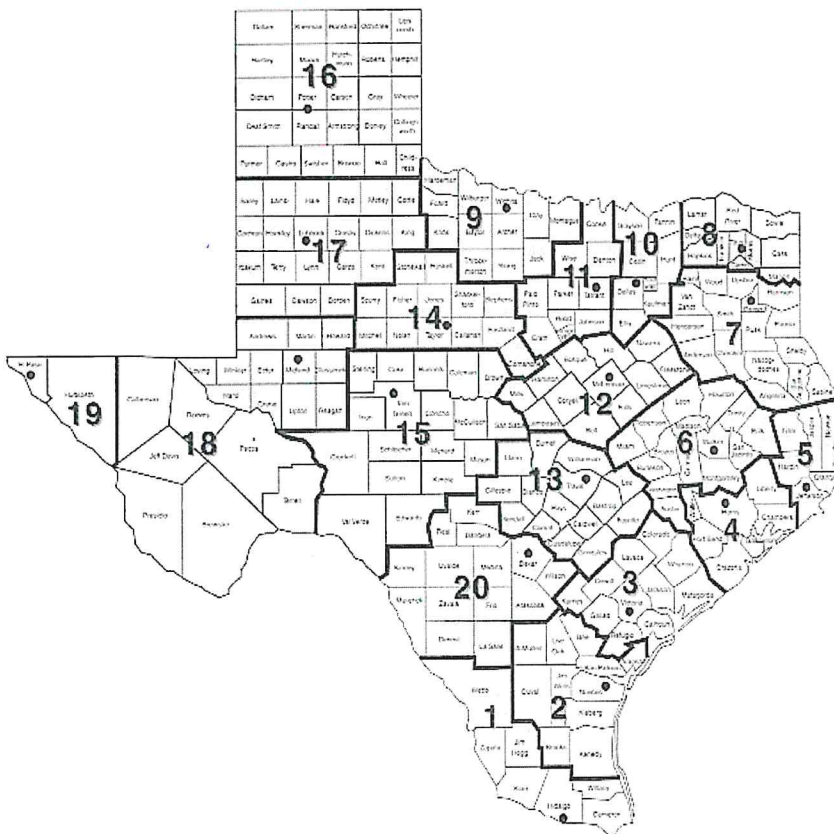


TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** *By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.* Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative’s intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States. ✓

Alabama
 Alaska
 Arizona
 *Arkansas
 California (Public Contract Code 20118 & 20652)
 *Colorado
 Connecticut
 Delaware
 District of Columbia
 Florida
 Georgia
 Hawaii
 Idaho
 Illinois
 Indiana
 Iowa
 Kansas
 Kentucky
 Louisiana
 Maine
 Maryland
 Massachusetts
 Michigan
 Minnesota
 Mississippi
 Missouri
 Montana

Nebraska
 Nevada
 New Hampshire
 New Jersey
 *New Mexico
 New York
 North Carolina
 North Dakota
 Ohio
 *Oklahoma
 Oregon
 Pennsylvania
 Rhode Island
 South Carolina
 South Dakota
 Tennessee
 *Texas
 Utah
 Vermont
 Virginia
 Washington
 West Virginia
 Wisconsin
 Wyoming



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

The Playwell Group, Inc
Name of Vendor

Maria Powell
Signature of Authorized Company Official

679-22

Proposal Invitation Number

Maria Powell

Printed Name of Authorized Company Official

4/11/2022

Date



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MANUFACTURER DEALER DESIGNATION

N/A

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name Designated Dealer Contact Person

Designated Dealer Address

City State Zip

Phone Number Fax Number

Email address Designated Dealer Tax ID Number* (***attach W-9**)



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

The Playwell Group, Inc. has been in business for over 33 years. It has a sister company that installations filter through for insurance purposes.

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

Attached

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Attached



4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

We would utilize architectural or engineering services apart of the Buyboard CO-OP should it be required.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

The Playwell Group is capable of providing services and guidelines with any project. We work with exclusive manufacturers to make sure we provide the best product. Our Sister company, Playworks, Inc services the installation portion.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

see attached

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

The Playwell Group, Inc. & Playworks, Inc. have a \$250,000 - \$500,000 bonding capacity. Actual bond approvals are required with each contracted project. Our certificate of insurance coverage meets all requirements for each project for large cities & school districts. None of our officers have been a debtor party to a bankruptcy, receivership, or insolvency.



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8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

NONE

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

N/A

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Attached



12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

(505) 944-8418 Western Assurance (Rick Lackey)
3701 Paseo Del Norte NE
P.O. Box 94600
Albuquerque, NM 87199

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

Experience Modifier is not applicable to The Playwell Group on the Workers Compensation policy because it is based off a 3 year ratio of premium for the State of Texas and ours is below the \$10K policy. NO safety issues.

Proposal Invitation Questionnaire

Proposal No. 679-22

Page 35 Question #2 – All these projects were completed within the last 5 years.

Project Name: Districtwide Playground Improvements-El Paso ISD

Scope of Work: Upgraded playground equipment and receptacles for various elementary schools. Removal and disposal of playground system. Provide site plans and specifications for new systems. Installation of new playground, shelters, and site furnishings. Project is granted warranty upon audit and completion.

Aoy Elementary – 901 South Campbell Street, El Paso, TX 79901: 1 New Playground for Ages 5-12 with 1 new shelter and ground surfacing.

Clendenin and Hart Elementary-2701 Harrison Avenue and 1110 Park Street, El Paso, TX 79901: 2 shelters and ground surfacing

MacArthur Elementary Intermediate School-8101 Whitus Drive, El Paso, TX 79925: 2 custom playgrounds for ages 2-5 and 5-12 with 2 metal shelters and site furnishings, such as benches and trash receptacles. Ground Surfacing for both schools.

Budget value at \$1,000,000.00. Each playground is ADA compliant, age-appropriate.

Project Contact Info: Manny Rivera, PE
Project Manager
El Paso Independent School District
Facilities and Construction Department
6531 Boeing Drive
El Paso, TX 79925
Main: (915) 230-2000
Direct: (915) 230-2143

Project Name: Katy ISD-District Wide

Scope of work: Demo and installation of new playground system with border timbers and engineered wood fiber. Provide plans and specifications for new system with warranty upon completion. All ADA compliant and age-appropriate.

Over 26 Elementary Schools – Budget Value at \$1.5 million

Project Contact Info: Mark Tiedt
Katy Independent School District
Facilities and Construction Department
6301 South Stadium Lane
Katy, TX 77494
Main: (81) 396-6000

Project Name: City of San Antonio-City Wide Parks

Scope of work: Demo and installation of new playground system, shades, and fitness equipment.
Provide plans and specifications for new system with warranty upon completion. All ADA compliant and age-appropriate.

Over 26 City Parks – Budget Value at \$900,000.00

Project Contact Info: Sandy Jenkins

City of San Antonio

Parks And Recreation Department

PO Box 839976

San Antonio, TX 78283

Main: (210) 207-2064

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

Buyboard-Proposal Invitation Questionnaire-Question 3-PG.35

- Established - 1988 in Albuquerque, NM,
 - Owned By - Matisse Martinez, President and Jeff Popenoe, Vice President
- PlayWell Group, Inc. has been a very solid company for the past 33 years due to its professionalism and integrity when doing business with existing customers as well as new customers. We value a strong work ethic and take ownership to ensure customer satisfaction with all projects. We have a well-trained group of individuals whose priority is to deliver outstanding results with every project no matter how big or small. The staff is tenured and on standby for any assistance. Each member of our company is equipped with a broad knowledge in all type of playground equipment.
- Maria Powell – Business Manager – Will be your main point of contact for technical issues, project development, and product selection. maria@playwellgroup.com – 800-726-1816**
- James Robertson – Co-Owner – 2nd point of contact to Buyboard questions and solicitations. james@playwellgroup.com – 210-381-3467**

D/MWB / HUB Certified

- Texas Corporation
- Primary Markets - Schools, Local Park & Recreation, Apartments, Churches, Daycares, Military, State Parks, Head Starts
- Exclusively representing Playcraft Systems, Inc. and Icon Shelter Systems along many more
- Past Texas Recreation & Parks Society – Ex - Board Member, 7 years
- Territories – Texas, New Mexico, Oklahoma, Arkansas, and most recently added Colorado

Operational Offices-

Boerne, TX (San Antonio) - Customer Service/Support Center
203A State Highway 46 East
Boerne, TX 78006
Toll Free – 800-726-1816

Albuquerque, New Mexico
9430 San Mateo Blvd. NE, Unit G
Toll Free – 800-726-1816

Website – www.playwellgroup.com

Personnel-

- Sales Consultant Team**

David Robertson, C.P.S.I. NE TX

James Robertson, C.P.S.I. Central Texas
Kerry Walsh, Southeast Texas, Houston
Carl Simmons C.P.S.I., Austin, Central Texas, Lea County, NM
Jeff Popenoe, C.P.S.I., North & Central New Mexico
Steven Janisch, Southeast Texas, Houston
Sara Partridge, ASLA, Austin, TX
Jeff Popenoe C.P.S.I., Lubbock, West Texas, Oklahoma Panhandle, Eastern New Mexico
James Robertson C.P.S.I., San Antonio, South Texas Rio Grande Valley
Amber Fitzgerald, Oklahoma City, Oklahoma
Rwandy Valdovinos, C.P.S.I., Southeast Texas
Frank Zamora, Dallas, TX
Jeff Popenoe, C.P.S.I., So. NM / El Paso County
Mitchell Wayman, C.P.S.I., Arkansas Area
Jason Gruwell, C.P.S.I., Colorado Area

□ **Sales Support Team**

Pamela Johnston
Jodie Alamilla
Leonella Martinez
Carrie Chavez C.P.S.I., CAD Playground Design

□ **Customer Service Team**

Maria Powell, Business Manager – **Buyboard Main Point of Contact**
Megan Dudley, Purchasing/ Parts / Warranty Service
Kaytlin Berry, Customer Service / Order Acknowledgements / Shipping

□ **Additional Support Personnel**

Paul and Barb Gesner, Treasurer/Accounting – **Buyboard Point of Contact for Payment**

□ **Executives –**

Matisse Martinez, President / Owner
Jeff Popenoe, Vice President / Owner
James Robertson, GM / Co-Owner – **2nd Point of Contact for any questions or solicitations**

Certified Installers Team-

Rex Playgrounds - Serving Oklahoma and Arkansas
John Walters, Owner

Evander Playscapes – serving all of Texas

Full Court Installers– serving the Valley

Wade Construction – Serving Southeast Texas
Aaron Marshal, Superintendent

Hansen & Prezzano – Serving New Mexico & El Paso County
Hep Prezzano, N.P.S.I., Partner
Brian Hansen, N.P.S.I., Partner

Groundbreakers, Inc. – Serving all of Colorado

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

Buyboard Marketing Strategy-No. 679-22

The PlayWell Group, Inc has a long history of using multiple approaches to marketing the products and services provided by us, our manufacturers, and our purchasing partners. We will continue to do so to ensure the growth and progress we have enjoyed over the years. It is our intention to promote BUYBOARD as the preferred purchasing medium for eligible organizations.

Mailings – PlayWell and its core manufactures, mail catalogs to all of our publically funded customers on an annual basis, as well as many privately managed entities.

Special Mailings – Throughout the year targeted mailings to various customer markets with “BID FREE PRODUCTS” labels affixed to the front of the appropriate product catalog.

Trade Shows – PlayWell participates in approximately 70 trade shows across our territory every year. “BID FREE PRODUCTS” labels will be attached to catalogs handed out at these shows. The standard BUYBOARD information will be offered where the attendees can participate in the cooperatives purchasing advantages.

Sales Consultants – All 16 of our sales consultant identifies the end user process for purchasing to ensure awareness of benefits via BUYBOARD. We will continue to provide Buyboard contract information on all quotes/estimates where BUYBOARD is an option.

The PlayWell Group, Inc. is heavily involved with the Texas recreations and park society. Our Vice President is a TRAPS Board member and will publicize BUYBOARD advantages at all meetings and trade shows.

The PlayWell Group, Inc. intends to continue and expand its mutually rewarding association with BuyBoard Purchasing Cooperative. We cover the states of Texas, New Mexico, Arkansas, Oklahoma, and most recent Colorado. We look forward to extending BuyBoard Purchasing Cooperative advantages to our existing and new customers.

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

Page 37 – Question #11

Depending on contract requirements, we may retain the services of a third party independent inspector to review our work in accordance to the contract documents and specifications. Our trained sales professionals are CPSI Certified and will also provide oversight in the field to synthesize communication between the installation project managers and the end user. Clients are also given very detailed O&M manuals and contact information should they have a product failure or warranty issue. Additionally, we have a replacement and warranty person dedicated to the task of identifying and addressing product failure in the field. We keep extensive information/documents as to the product failures (which are extremely rare) and warranty events and tie all paperwork back to the initial order for a seamless paper trail.

All projects, upon completion are audited for safety and warranties and maintenance manuals are provided. Length of warranty is based on manufacturer.



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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: The Playwell Group, Inc

Maria Powell
Signature of Vendor Authorized Representative

Printed Name: Maria Powell

Title: Business Manager

Date: 4/11/2022

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- Reviewed/Completed: **Proposal Acknowledgements**
- Reviewed/Completed: **Felony Conviction Disclosure**
- Reviewed/Completed: **Resident/Nonresident Certification**
- Reviewed/Completed: **Debarment Certification**
- Reviewed/Completed: **Vendor Employment Certification**
- Reviewed/Completed: **No Boycott Verification**
- Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- Reviewed/Completed: **Historically Underutilized Business Certification**
- Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- Reviewed/Completed: **Deviation and Compliance**
- Reviewed/Completed: **Vendor Consent for Name Brand Use**
- Reviewed/Completed: **Confidential/Proprietary Information**
- Reviewed/Completed: **EDGAR Vendor Certification**
- Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- Reviewed/Completed: **Vendor Business Name**
- Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system*)
- Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- Reviewed/Completed: **Governmental References**
- Reviewed/Completed: **Company Profile**
- Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system*)
- Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system*)
- Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** (*Vendors serving outside Texas only*)
- Reviewed/Completed: **Local/Authorized Seller Listings**
- Reviewed/Completed: **Manufacturer Dealer Designation**
- Reviewed/Completed: **Proposal Invitation Questionnaire**
- Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** (*Optional*)
- Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and Manufacturer Authorization Letters must be submitted with the Proposal or the Proposal will not be considered.*



PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Section I: Park Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.**
2. Discount (%) off catalog/pricelist for **Park and Playground Sports Equipment.**
3. Discount (%) off catalog/pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment).
4. Discount (%) off catalog/pricelist for **Park and Playground Drinking Fountains, Attachments, and Accessories.**
5. Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products.**
6. Discount (%) off catalog/pricelist for **Park and Playground Bikes.**
7. Discount (%) off catalog/pricelist for **Park and Playground Animal Washing Stations.**
8. Discount (%) off catalog/pricelist for **Aquatic Playground and Pool Equipment, Attachments, and Accessories.**
9. Discount (%) off catalog/pricelist for **Skate Park Products, Attachments, and Accessories.**
10. Discount (%) off catalog/pricelist for **Water Park Products, Attachments, and Accessories.**
11. Discount (%) off catalog/pricelist for **Lake, River and Waterway Equipment** (dock floats, decking, waterway barriers, buoys, markers, and similar related equipment).
12. Discount (%) off catalog/pricelist for **Shade Canopies and Structures, Attachments, and Accessories.**
13. Discount (%) off catalog/pricelist for **Fabric Buildings (Prefabricated) and Structures** (for use with multipurpose events, sports, storage, and similar related building use), **Attachments, and Accessories.**
14. Discount (%) off catalog/pricelist for **Portable Restrooms, Prefabricated Portable Park Buildings and Shelters** (picnic shelters, cabins, pavilions, and similar related portable buildings).
15. Discount (%) off catalog/pricelist for **Outdoor Bleacher and Seating Systems, Attachments, and Accessories.**
16. Discount (%) off catalog/pricelist for **Outdoor Barrier Netting Products** (fence screens, windscreens and graphics, bleacher screen and graphics).
17. Discount (%) off catalog/pricelist for **Fireworks Display Services** (services shall include the products, labor, licenses and resources necessary to coordinate and perform such displays for Cooperative members).
18. Discount (%) off catalog/pricelist for **All Other Parks and Recreation Equipment/Products, Attachments, and Accessories.**

Section II: Repair/Replacement Parts

19. Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products.**



PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32**.

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

Section III: Installation and Repair Service for Park and Playground Equipment and Products -

20. **Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products -** Not to Exceed labor rate for Installation/Repair Service of Equipment and Products.
21. Discount (%) off from the **Installation Rate ONLY of Park and Playground Equipment and Products** (for labor as a percent (%) of the total cost of equipment/products to be installed).
22. **Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
23. **Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
24. **Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
25. **Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
26. **Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
27. **Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
28. **Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
29. **Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
30. **Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
31. **Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
32. **Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

The Playwell Group, Inc. Information

Address: 4743 Iberia Avenue, Ste C
Dallas, TX 75207
Phone: (800) 726-1816
Fax: (800) 560-9150
Toll Free: (800) 726-1816
Web Address: www.playwellgroup.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Maria Powell
Signature

maria@playwellgroup.com
Email

Submitted at 4/28/2022 3:33:19 PM

Requested Attachments

BuyBoard Proposal Invitation No. 679-22 Parks and Recreation Equipment, Products, and Installation Services

Buyboard Proposal No. 679.22-Complete.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Company Profile

Company Profile-Buyboard 679-22.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W9 Form.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

Co-Op Pricing-2022.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed *No response*

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s)

Manufacturer Authorization Letter.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s) in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer or a response on company letterhead explaining that the company is not required to submit an authorization letter.

Response Attachments

Playworks W9.pdf

Playworks W9 Form

ACORD Form 20220406-084629.pdf

COI

Playworks Buyboard Pricing.pdf

Playworks - Installation Pricing

Most Dependable Fountains.pdf

Most Dependable Fountains

Barks and Rec Price Sheet .pdf

Barks and Rec Price List

2022 - Cedar Forest Products.pdf

Cedar Forest

Modern Shade.pdf

Modern Shade

List of Manufacturers with Price Lists.xlsx

2022- Manufacturer List

Buyboard Marketing Strategy-679-22.docx

Marketing Strategy

Company Profile-Buyboard.docx

Company Profile

Manufacturer Authorization Letter.pdf

Manufacturer Letter

Zeager 2022 MSRP Pricing - Playwell.pdf

Zeager Pricing

Bid Attributes

1	Federal Identification Number Federal Identification Number <input type="text" value="75-2658108"/>
2	HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller’s list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

Minority Owned Business (Yes)

7 Women Owned Business

Women Owned Business

Women Owned Business (Yes)

8 Service-Disabled Veteran Owned Business

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

Service-Disabled Veteran Owned Business (Yes)

9	Certification Number Certification Number 1752658108100
10	Name of Certifying Agency Certifying Agency HUB
11	Non-MWBE/HUB My company has NOT been certified as a MWBE/HUB <input type="checkbox"/> Non-HUB (Yes)
12	Vendor General Contact Information Proposal/Contract General Contact Information
13	Vendor Proposal/Contract Contact Name Vendor Proposal/Contract Contact Name Maria Powell
14	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address maria@playwellgroup.com
15	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address 203A State Highway 46 East
16	Vendor Proposal/Contract Mailing Address - City Vendor Proposal/Contract Mailing Address - City Boerne
17	Vendor Proposal/Contract Mailing Address - State Vendor Proposal/Contract Mailing Address - State (Abbreviate State Name) Tex
18	Vendor Proposal/Contract Mailing Address - Zip Code Vendor Proposal/Contract Mailing Address - Zip Code 78006
19	Vendor Proposal/Contract Phone Number Vendor Proposal/Contract Phone Number (xxx-xxx-xxxx) 800-726-1816
20	Vendor Proposal/Contract Extension Number Vendor Proposal/Contract Extension Number No response

2 1	Company Website Company Website (www.XXXXX.com) <input type="text" value="www.playwellgroup.com"/>
2 2	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: <ul style="list-style-type: none"> I will use the internet to receive Purchase Orders at the following address <input type="text" value="Yes"/>
2 3	Purchase Order E-mail Address Purchase Order E-mail Address <input type="text" value="maria@playwellgroup.com"/>
2 4	Purchase Order Contact Name Purchase Order Contact Name <input type="text" value="Maria Powell"/>
2 5	Purchase Order Contact Phone Number Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="800-726-1816"/>
2 6	Purchase Order Contact Extension Number Purchase Order Contact Extension Number <input type="text" value="No response"/>
2 7	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address <input type="text" value="james@playwellgroup.com"/>
2 8	Alternate Purchase Order Contact Name Alternate Purchase Order Contact Name <input type="text" value="James Robertson"/>
2 9	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="210-381-3467"/>
3 0	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number <input type="text" value="No response"/>

3
1

Purchase Orders Contact Information

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

3
2

Request for Quotes (RFQ)

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

3
3

Request for Quote (RFQ) E-mail Address

Request for Quote (RFQ) E-mail Address

info@playwellgroup.com

3
4

Request for Quote (RFQ) Contact Name

Request for Quote (RFQ) Contact Name

Maria Powell

3
5

Request for Quote (RFQ) Contact Phone Number

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

800-726-1816

3
6

Request for Quote (RFQ) Contact Extension Number

Request for Quote (RFQ) Contact Extension Number

No response

3
7

Alternate Request for Quote (RFQ) E-mail Address

Alternate Request for Quote (RFQ) E-mail Address

James@playwellgroup.com

3
8

Alternate Request for Quote (RFQ) Contact Name

Alternate Request for Quote (RFQ) Contact Name

James Robertson

3
9

Alternate Request for Quote (RFQ) Contact Phone Number

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

4
0

Alternate Request for Quote (RFQ) Contact Extension Number

Alternate Request for Quote (RFQ) Contact Extension Number

No response

4 1	Invoices Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.
--------	--

4 2	Invoices Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information: (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> <input type="text" value="Service fee invoices and notices direct to company"/>
--------	--

4 3	Invoice Company Name Invoice Company Name <input type="text" value="The Playwell Group, Inc."/>
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4 4	Invoice Company Department Name Invoice Company Department Name <input type="text" value="Accounting Department"/>
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4 5	Invoice Contact Name Invoice Contact Name <input type="text" value="Barbara Gesner"/>
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4 6	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) <input type="text" value="203A State Highway 46 East"/>
--------	---

4 7	Invoice Mailing Address - City Invoice Mailing Address - City <input type="text" value="Boerne"/>
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4 8	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name) <input type="text" value="TX"/>
--------	--

4 9	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) <input type="text" value="78006"/>
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50	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx)	800-726-1816
51	Invoice Contact Extension Number Invoice Contact Extension Number	No response
52	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx)	No response
53	Invoice Contact E-mail Address Invoice Contact E-mail	barbara@playwellgroup.com
54	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address	No response
55	Billing Agent Company Name Billing Agent Company Name	No response
56	Billing Agent Department Name Billing Agent Department Name	No response
57	Billing Agent Contact Name Billing Agent Contact Name	No response
58	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address)	No response
59	Billing Agent Mailing Address - City Billing Agent Mailing Address - City	No response
60	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name)	No response
61	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code	203A State Highway 46 E 78006

6 2	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="210-381-3467"/>
6 3	Billing Agent Contact Extension Number Billing Agent Contact Extension Number <input type="text" value="No response"/>
6 4	Billing Agent Fax Number Billing Agent Fax Number <input type="text" value="No response"/>
6 5	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address <input type="text" value="No response"/>
6 6	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address <input type="text" value="No response"/>
6 7	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other <input type="text" value="Common Carrier"/>
6 8	Payment Terms <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> <input type="text" value="Net 30"/>
6 9	Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number <input type="text" value="No response"/>
7 0	State or Attach Return Policy Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. <input type="text" value="Attached"/>
7 1	Electronic Payments Are electronic payments acceptable to your company? <input type="text" value="Yes"/>
7 2	Credit Card Payments Are credit card payments acceptable to your company? <input type="text" value="Yes"/>

7 3	Texas Regional Service Designation Texas Regional Service Designation - Refer to Form in Proposal Invitation <p>The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you must indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.</p>
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7 4	Company Name Company Name <input type="text" value="The PlayWell Group, Inc."/>
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7 5	Texas Regional Service Designation Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve. <input type="text" value="All Regions"/>
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7 6	Region 1 Region 1 - Edinburg <input type="checkbox"/> Region 1 (1)
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7 7	Region 2 Region 2 - Corpus Christi <input type="checkbox"/> Region 2 (2)
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7 8	Region 3 Region 3 - Victoria <input type="checkbox"/> Region 3 (3)
--------	---

7 9	Region 4 Region 4 - Houston <input type="checkbox"/> Region 4 (4)
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8 0	Region 5 Region 5 - Beaumont <input type="checkbox"/> Region 5 (5)
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8 1	Region 6 Region 6 - Huntsville <input type="checkbox"/> Region 6 (6)
--------	---

8 2	Region 7 Region 7 - Kilgore <input type="checkbox"/> Region 7 (7)
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8 3	Region 8 Region 8 - Mount Pleasant <input type="checkbox"/> <i>Region 8 (8)</i>
8 4	Region 9 Region 9 - Wichita Falls <input type="checkbox"/> <i>Region 9 (9)</i>
8 5	Region 10 Region 10 - Richardson <input type="checkbox"/> <i>Region 10 (10)</i>
8 6	Region 11 Region 11 - Fort Worth <input type="checkbox"/> <i>Region 11 (11)</i>
8 7	Region 12 Region 12 - Waco <input type="checkbox"/> <i>Region 12 (12)</i>
8 8	Region 13 Region 13 - Austin <input type="checkbox"/> <i>Region 13 (13)</i>
8 9	Region 14 Region 14 - Abilene <input type="checkbox"/> <i>Region 14 (14)</i>
9 0	Region 15 Region 15 - San Angelo <input type="checkbox"/> <i>Region 15 (15)</i>
9 1	Region 16 Region 16 - Amarillo <input type="checkbox"/> <i>Region 16 (16)</i>
9 2	Region 17 Region 17 - Lubbock <input type="checkbox"/> <i>Region 17 (17)</i>
9 3	Region 18 Region 18 - Midland <input type="checkbox"/> <i>Region 18 (18)</i>
9 4	Region 19 Region 19 - El Paso <input type="checkbox"/> <i>Region 19 (19)</i>

9 5	Region 20 Region 20 - San Antonio <input type="checkbox"/> <i>Region 20 (20)</i>
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9 6	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i> If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
--------	---

9 7	Company Name Company Name <input type="text" value="The PlayWell Group, Inc."/>
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9 8	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. <input type="text" value="I will not serve all states in the United States"/>
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9 9	Alabama Alabama <input type="checkbox"/> <i>Alabama (AL)</i>
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1 0 0	Alaska Alaska <input type="checkbox"/> <i>Alaska (AK)</i>
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1 0 1	Arizona Arizona <input type="checkbox"/> <i>Arizona (AZ)</i>
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1 0 2	Arkansas Arkansas <input checked="" type="checkbox"/> <i>Arkansas (AR)</i>
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1 0 3	California California (Public Contract Code 20118 & 20652) <input type="checkbox"/> <i>California (CA)</i>
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1 0 4	Colorado Colorado <input checked="" type="checkbox"/> Colorado (CO)
1 0 5	Connecticut Connecticut <input type="checkbox"/> Connecticut (CT)
1 0 6	Delaware Delaware <input type="checkbox"/> Delaware (DE)
1 0 7	District of Columbia District of Columbia <input type="checkbox"/> District of Columbia (DC)
1 0 8	Florida Florida <input type="checkbox"/> Florida (FL)
1 0 9	Georgia Georgia <input type="checkbox"/> Georgia (GA)
1 1 0	Hawaii Hawaii <input type="checkbox"/> Hawaii (HI)
1 1 1	Idaho Idaho <input type="checkbox"/> Idaho (ID)
1 1 2	Illinois Illinois <input type="checkbox"/> Illinois (IL)
1 1 3	Indiana Indiana <input type="checkbox"/> Indiana (IN)
1 1 4	Iowa Iowa <input type="checkbox"/> Iowa (IA)
1 1 5	Kansas Kansas <input type="checkbox"/> Kansas (KS)

1 1 6	Kentucky Kentucky <input type="checkbox"/> <i>Kentucky (KY)</i>
1 1 7	Louisiana Louisiana <input type="checkbox"/> <i>Louisiana (LA)</i>
1 1 8	Maine Maine <input type="checkbox"/> <i>Maine (ME)</i>
1 1 9	Maryland Maryland <input type="checkbox"/> <i>Maryland (ME)</i>
1 2 0	Massachusetts Massachusetts <input type="checkbox"/> <i>Massachusetts (MA)</i>
1 2 1	Michigan Michigan <input type="checkbox"/> <i>Michigan (MI)</i>
1 2 2	Minnesota Minnesota <input type="checkbox"/> <i>Minnesota (MN)</i>
1 2 3	Mississippi Mississippi <input type="checkbox"/> <i>Mississippi (MS)</i>
1 2 4	Missouri Missouri <input type="checkbox"/> <i>Missouri (MO)</i>
1 2 5	Montana Montana <input type="checkbox"/> <i>Montana (MT)</i>
1 2 6	Nebraska Nebraska <input type="checkbox"/> <i>Nebraska (NE)</i>
1 2 7	Nevada Nevada <input type="checkbox"/> <i>Nevada (NV)</i>

1 2 8	New Hampshire New Hampshire <input type="checkbox"/> <i>New Hampshire (NH)</i>
1 2 9	New Jersey New Jersey <input type="checkbox"/> <i>New Jersey (NJ)</i>
1 3 0	New Mexico New Mexico <input checked="" type="checkbox"/> <i>New Mexico (NM)</i>
1 3 1	New York New York <input type="checkbox"/> <i>New York (NY)</i>
1 3 2	North Carolina North Carolina <input type="checkbox"/> <i>North Carolina (NC)</i>
1 3 3	North Dakota North Dakota <input type="checkbox"/> <i>North Dakota (ND)</i>
1 3 4	Ohio Ohio <input type="checkbox"/> <i>Ohio (OH)</i>
1 3 5	Oklahoma Oklahoma <input checked="" type="checkbox"/> <i>Oklahoma (OK)</i>
1 3 6	Oregon Oregon <input type="checkbox"/> <i>Oregon (OR)</i>
1 3 7	Pennsylvania Pennsylvania <input type="checkbox"/> <i>Pennsylvania (PA)</i>
1 3 8	Rhode Island Rhode Island <input type="checkbox"/> <i>Rhode Island (RI)</i>
1 3 9	South Carolina South Carolina <input type="checkbox"/> <i>South Carolina (SC)</i>

1 4 0	South Dakota South Dakota <input type="checkbox"/> <i>South Dakota (SD)</i>
1 4 1	Tennessee Tennessee <input type="checkbox"/> <i>Tennessee (TN)</i>
1 4 2	Texas Texas <input checked="" type="checkbox"/> <i>Texas (TX)</i>
1 4 3	Utah Utah <input type="checkbox"/> <i>Utah (UT)</i>
1 4 4	Vermont Vermont <input type="checkbox"/> <i>Vermont (VT)</i>
1 4 5	Virginia Virginia <input type="checkbox"/> <i>Virginia (VA)</i>
1 4 6	Washington Washington <input type="checkbox"/> <i>Washington (WA)</i>
1 4 7	West Virginia West Virginia <input type="checkbox"/> <i>West Virginia (WV)</i>
1 4 8	Wisconsin Wisconsin <input type="checkbox"/> <i>Wisconsin (WI)</i>
1 4 9	Wyoming Wyoming <input type="checkbox"/> <i>Wyoming (WY)</i>

Bid Lines

1 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories**.
Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Sports Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

3 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

4 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Drinking Fountains, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

5 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

6 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Bikes**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

7 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Animal Washing Stations**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

8 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Aquatic Playground and Pool Equipment, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

9 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Skate Park Products, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
0 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Water Park Products, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
1 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Lake, River and Waterway Equipment** (dock floats, decking, waterway barriers, buoys, markers, and similar related equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
2 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Shade Canopies and Structures, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
3 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Fabric Buildings (Prefabricated) and Structures** (for use with multipurpose events, sports, storage, and similar related building use), **Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
4 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Portable Restrooms, Prefabricated Portable Park Buildings and Shelters** (picnic shelters, cabins, pavilions, and similar related portable buildings). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
5 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Outdoor Bleacher and Seating Systems, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
6 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Outdoor Barrier Netting Products** (fence screens, windscreens and graphics, bleacher screen and graphics). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
7 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Fireworks Display Services** (services shall include the products, labor, licenses and resources necessary to coordinate and perform such displays for Cooperative members). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
8 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **All Other Parks and Recreation Equipment/Products, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
9

Section II: Repair/Replacement Parts

Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2
0

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: UOM: Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
1

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Discount (%) off from the **Installation Rate ONLY of Park and Playground Equipment and Products** (for labor as a percent (%) of the total cost of equipment/products to be installed).

Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
2

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: UOM: Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
3

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: UOM: Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
4

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
5

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
6

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
7

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
8

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
9

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

30 Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate **No Bid**

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

31 Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

32 Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

Response Total: \$1,250.00

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Playworks, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 203A State Highway 46 East</p> <p>6 City, state, and ZIP code Boerne, TX 78006</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
7	5	-	2	6	4	0	0	2	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>11/3/2022</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

The PlayWell Group, Inc.
Toll Free: (800)726-1816 Fax: (505) 296-8900
203A State Highway 46 East
Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

SITE ACCESS FOR SURFACING MATERIALS/INSTALL

It is highly preferred that a level site is free of any obstacles that encroach upon the required fall zone for your design. The site access must have a maximum of 25' for accessibility by heavy machinery (trucks, trailers, and Bobcats).

Poured-in-place rubber, artificial turf, and tile installation require 6' high chain link fence during installation and a 24 hour cure time. This will be provided by the owner unless explicitly stated in writing on the quote. Any damage during installation or during the cure time may be repaired and if so at the expense of the owner. This includes, but not limited to people and/or wildlife walking on the pad prior to a full cure.

Irrigation sprinklers and/or water systems must be shut off 24 hours before install of surfacing and remain off for an additional 24 hours after.

NOT INCLUDED FOR THE SURFACING MATERIALS/INSTALLS

Site security, bonding, permits or licenses, site preparation, excavation, sub base, concrete, compaction of aggregate, curbing, drainage, fencing, dumpster, demolition, trash removal, tenting or artificial heating due to weather, and roll coat maintenance.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding 'acts of God' or natural disaster, wherein the project site is determined to be unworkable. The installation of your surfacing will be delayed.

ESCALATOR CLAUSE

Due to the current volatility of the surfacing raw material and shipping and labor, expired proposals may be subject to a price increase. Please contact your Sales Rep for current pricing, if applicable.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: 23219 **Purchase Order #:** _____

Signature: _____ **Date:** _____



The PlayWell Group, Inc.

www.playwellgroup.com
 800-726-1816
 505-296-8900 (fax)

QUOTATION

QUOTE #
23219

1/29/2024

Athletic, Park, and Playground Equipment
 Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

BILL TO:

City of Burleson
 Accounts Payable
 141 West Renfro Street
 Burleson, TX 76028

Phone: (817) 426-9600

SHIP TO:

City of Burleson-Meadowcrest Park
 Recreation Installation-David Robertson
 3349 East State Highway 22
 Hillsboro, TX 76645

Phone: (210) 385-8733

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	FAZ	JOHNSON		2/28/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
	PLAYCRAFT				
PR-R5	CUSTOM PLAY SYSTEM-R5031355A	1	69164.00	57,751.94	57,751.94
PC-2478	SPIN MAX POD	1	4711.00	3,933.69	3,933.69
RSW3516G	SWING SHADE-DOUBLE BAY	1	15351.00	12,818.09	12,818.09
PC-131410	INCLUSIVE SWING SEAT	1	1103.00	921.01	921.01
PC-131510	PLAYSHARE SWING SEAT	1	1418.00	1,184.03	1,184.03
PC-313010	BELT SEAT	2	181.00	151.14	302.28
FWR-I-IG	FLOWER, INDIGO (INGROUND)	1	1619.00	1,351.87	1,351.87
FWR-O-IG	FLOWER, ORANGE (INGROUND)	1	1499.00	1,251.67	1,251.67
FWR-T-IG	FLOWER, TURQUOISE (INGROUND)	1	1499.00	1,251.67	1,251.67
FWR-Y-IG	FLOWER, YELLOW (INGROUND)	1	1619.00	1,351.87	1,351.87
TD-IG-N-RNBW	TUNED DRUMS RAINBOW LIDS (INGROUND)	1	4349.00	3,631.42	3,631.42
PC-1450-R35	BUTTERFLY PHOTO STATION	1	1909.00	1,594.02	1,594.02
SHIP	SHIPPING & HANDLING	1	8759.00	8,759.00	8,759.00
	MODERN SHADE				
MS-10X10	MODERN SHADE CANTILEVER UMBRELLA PYRAMID SHADE STRUCTURE - 10'X10'X8' (H) DIG WITH 24"X5' PIERS WITH (6) #6 VERTICALS-#3 RINGS AT 12" O.C.	2	4238.67	3,687.64	7,375.28
SHIP	SHIPPING & HANDLING	1	1213.36	1,213.36	1,213.36
PERMITS	PERMITTING No permitting or windstorm engineering for permitting is included unless specifically noted.	1	0.00	0.00	0.00
	XGRASS				
XGRASS TURF	XFRASS PRIME / COLOR: SUMMER BLEND / BACKING: UP	3,615	3.55	3.09	11,170.35



www.playwellgroup.com
 800-726-1816
 505-296-8900 (fax)

QUOTATION	
QUOTE # 23219	1/29/2024

Athletic, Park, and Playground Equipment
 Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

BILL TO:
City of Burleson Accounts Payable 141 West Renfro Street Burleson, TX 76028 Phone: (817) 426-9600

SHIP TO:
City of Burleson-Meadowcrest Park Recreation Installation-David Robertson 3349 East State Highway 22 Hillsboro, TX 76645 Phone: (210) 385-8733

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	FAZ	JOHNSON		2/28/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
CUT FEE	CUT FEE	3	40.00	34.80	104.40
XGRASS FILL	ENVIROFILL 12/20 GREEN, 50LB BAG	177	26.75	23.27	4,118.79
PAD	PLAY PAD 2 1/4" / 39 3/8"X90 1/4"	151	68.89	59.93	9,049.43
XGRASS CLAW	POWER CLAW, 5-GAL	2	444.44	386.66	773.32
XGRASS SEAM	RED STRIPE SEAM TAPE, 200FT	2	159.49	138.76	277.52
XGRASS FABRIC	GEOTEXTILE FABRIC-6'X300' ROLL	2	190.51	165.74	331.48
INSTALL-XGRASS	INSTALLATION OF SYNTHETIC TURF PER MANUFACTURER SPECIFICATIONS	1	38134.63	33,177.13	33,177.13
SHIP	SHIPPING & HANDLING	1	2648.90	2,648.90	2,648.90



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
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 505-296-8900 (fax)

QUOTATION	
QUOTE # 23219	1/29/2024

BILL TO:
City of Burleson Accounts Payable 141 West Renfro Street Burleson, TX 76028 Phone: (817) 426-9600

SHIP TO:
City of Burleson-Meadowcrest Park Recreation Installation-David Robertson 3349 East State Highway 22 Hillsboro, TX 76645 Phone: (210) 385-8733

CUST. PO #	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	FAZ	JOHNSON	2/28/2024

ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
	<p>**PRICING IS BASED ON THE ACCURACY OF THE DRAWINGS AND/OR INFORMATION PROVIDED. CUSTOMER IS RESPONSIBLE FOR ANY CHANGE ORDERS REQUIRED DUE TO INACCURACIES BETWEEN BUILT FIELD CONDITIONS AND THIS QUOTE'S BASIC FOR CALCULATION. PRICING DOES NOT INCLUDE DRAINAGE, SURVEYING, PERMITS, INSPECTIONS, LICENSING, TEMPORARY FENCING, SECURITY, DIRT EXCAVATION OR GRADE WORK/ PRICING ASSUMES FREE AND EASY ACCESS TO HEAVY EQUIPMENT TO THE SITE. RESTRICTED PHYSICAL ACCESS AND/OR HOURS WILL RESULT IN CHARGES. PRICING INCLUDES UP TO 4" OF COMPACTED AGGREGATE STONE. AN ONSITE INCREASE OF REQUIRED STONE DEPTH WILL RESULT IN CHANGE ORDER(S). PRIOR TO INSTALLATION THE SITE MUST BE GRADED TO THE CORRECT DEPTH AND COMPACTED IN ALL AREAS TO RECEIVE TURF. CUSTOMER ASSUMES RESPONSIBILITY FOR ANY MOUND INSTALLATIONS WITH A SLOPE GREATER THAN 20%. CUSTOMER IS RESPONSIBLE FOR ALL UTILITY MARKINGS AND ASSUMES RESPONSIBILITY FOR UNMARKED DAMAGE TO WIRES, CABLES, PIPES, ETC. EXPENSES SUCH AS MATERIAL STORAGE OR FREIGHT RECONSIGNMENT RESULTING FROM WEATHER OR SITE ISSUES IS THE RESPONSIBILITY OF THE CUSTOMER**</p>				

<p>QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO:</p> <p>THE PLAYWELL GROUP, INC. 203A STATE HIGHWAY 46 EAST BOERNE, TX 78006</p> <p>Date _____ Signature _____</p> <p>CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders</p>	<p>SUBTOTAL \$166,342.52</p>
	<p>SALES TAX (0.0%) \$0.00</p>
	<p>TOTAL \$166,342.52</p>

PlayWorks, Inc.
Toll Free: (800)726-1816 Fax: (505) 296-8900
203A State Highway 46 East
Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS—ROCKS, UTILITIES, IRRIGATION, SEWER & DRAIN, SUPPLY ABANDONED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated loses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: 11008 Purchase Order #: _____

Signature: _____ Date: _____



PlayWorks, Inc.

Athletic, Park, and Playground Equipment
 Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
 800-726-1816
 505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #
 11008

1/29/2024

BILL TO:

City of Burleson
 Accounts Payable
 140 Renefro Street
 Burleson, TX 76028

Phone: (817) 426-9658

INSTALLATION SITE:

City of Burleson-Meadowcrest Park
 Daniel Shafer
 1050 Barracuda Drive
 Burleson, TX 76028

Phone: (817) 426-9291

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	FAZ	JOHNSON	2/28/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
INSTALL-REC	DELIVERED AND INSTALLED BY RECREATION INSTALLATION			
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF R5 CUSTOM PLAY SYSTEM-R5031355A	1	16,361.38	16,361.38
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF BUTTERFLY PHOTO STATION	1	451.59	451.59
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF SPIN MAX POD	1	1,114.43	1,114.43
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF SWING SHADE-DOUBLE BAY	1	3,870.97	3,870.97
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF INCLUSIVE SEAT	1	260.92	260.92
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF PLAYSHARE SEAT	1	335.44	335.44
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF BELT SEATS	2	42.82	85.64
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF FLOWER (INDIGO)	1	382.99	382.99
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF FLOWER (ORANGE)	1	354.60	354.60
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF FLOWER (TURQUOISE)	1	354.60	354.60
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF FLOWER (YELLOW)	1	382.99	382.99
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF TUNED DRUMS	1	1,028.80	1,028.80





PlayWorks, Inc.

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

INSTALLATION QUOTE

QUOTE #
11008

1/29/2024

BILL TO:

City of Burleson
Accounts Payable
140 Renefro Street
Burleson, TX 76028

Phone: (817) 426-9658

INSTALLATION SITE:

City of Burleson-Meadowcrest Park
Daniel Shafer
1050 Barracuda Drive
Burleson, TX 76028

Phone: (817) 426-9291

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	FAZ	JOHNSON	2/28/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF APPROXIMATELY 218LF OF CONCRETE CURBING (FLUSH TO GRADE)	1	8,673.12	8,673.12
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF MODERN SHADE CANTILEVER UMBRELLA SHADE(S)	1	5,913.98	5,913.98
DEMO-REC	REMOVE AND DISPOSE OF EXISTING PLAY STRUCUTRE	1	7,741.94	7,741.94
DEMO-REC	REMOVE AND DISPOSE OF EXISTING CONCRETE CONTAINMENT CURBING	1	2,903.23	2,903.23
SITE PREP	EXCAVATE APPROXIMATELY 73 CY OF EXISTING SOIL	1	3,440.86	3,440.86
PERMITS	PERMITTING	1	0.00	0.00
	No permitting or windstorm engineering for permitting is included unless specifically noted.			
ROCK & CONCEALED	ROCK AND CONCEALED CONDITIONS CLAUSE PlayWorks, Inc. reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock or other concealed conditions that cannot be penetrated to drill installation holes with a mechanical auger or concealed conditions that prohibit drilling. Every effort will be made prior to installation to determine if additional rock charges or charges related to concealed conditions may be required. PlayWell's Sales Associate will notify you and meet with you at the work site to review the conditions requiring additional charges.	1	0.00	0.00

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL \$53,657.48

**PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006**



Date _____ Signature _____

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

October 7, 2022

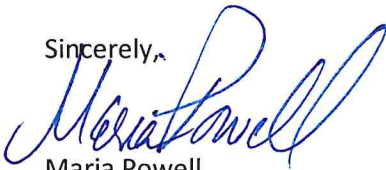
To Whom It May Concern:

This letter is to acknowledge and confirm the manufacturer and dealer relationship between Playcraft Systems (manufacturer) and The Playwell Group, Inc. (dealer).

The Playwell Group is sole primary authorized Dealer for Playcraft Systems and as such The Playwell Group, Inc. has full authority on behalf of Playcraft Systems to offer a full line of products/services as published on the catalogs, sales fliers, or on-line offerings.

Please contact me if further clarity is required.

Sincerely,



Maria Powell
Business Manager
The Playwell Group, Inc.

**City of Burleson
Addendum to Vendor's Contract
Additional Provisions**

Vendor Name: THE PLAYWELL GROUP

Vendor Address: 203A STATE HWY 46 EAST, BOERNE, TX. 78006

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
 3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
 4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
 5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
 6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
 7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

- 14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
- 15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
- 16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
- 17. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

For the Vendor:

By: _____

By: Maria Powell

Printed: _____

Printed: MARIA POWELL

Title: _____

Title: BUSINESS MANAGER

Date: _____

Date: 01/29/2024