Allplay Systems, LLC
PO Box 1886
Sequim, WA 98382

Phone: 1.888.531.4881
Fax: 1.888.655.6412
www.allplaysystems.com

Introduction to Allplay Systems

Allplay Systems has the experience and background to provide a full assortment of design services, installation and site work to support the products offered in this contract. We operate as General Contractors in the states of Washington and Oregon. In that time, we have developed professional relationships with many installation companies was well as other sub-contractors who provide site work. Our company has successfully completed over 500 playground installations in the states of Washington, Oregon, Northern Idaho and Hawaii. In addition to installing the products offered, we can provide excavation, demolition and disposal, concrete curbing and sidewalks, fencing and other necessary site work for our projects. Our approach is to have regional sales representatives. This approach allows continuity for the client as the same person that designs the playground equipment will also handle the project mangement and installation of those products. We have the knowledge, the experience and the professional relationships to complete the job right.

Allplay Systems is a Washington company which represents manufacturers in the park and recreation industry. Founded in January of 2010, Allplay Systems specializes in the design and installation of playgrounds and athletic facilities. Allplay Systems has enjoyed substantial sales growth every year with annual sales exceeding $10 million annually for the last five years. Jeff Hansen and Danielle Patterson are the founding partners of Allplay Systems, LLC, each with more than 20 years in the industry. Below is a detailed summary of our staff and their roles within the state of Washington.

Jeff Hansen has worked on designing playgrounds for Berliner and Playcraft Systems and is responsible for the design and sales of playgrounds, coordinating installations, and after-sales service of accounts. He prides himself on customer service and is constantly in the field on site visits to check the progress of ongoing projects. Jeff has over 25 years of Sales and Customer service experience.

Danielle Patterson is the managing partner and contract administrator for the Allplay team. In addition, she continues to design and supervise installations in central and western Washington and for the state of Hawaii. She has been a Certified Playground Safety Inspector for 18 years

and emphasizes inclusive design, integration of natural elements and a solution-oriented mindset.

Becky Spiker takes care of the administrative activities at Allplay Systems. She is responsible for producing purchase orders to manufacturers, keeping track of our projects, graphics and IT support, and paying taxes. She has more than 30 years of experience in Customer Service, both working for specific organizations and as an independent contractor. She has also done administrative work for contractors, large construction companies and other small businesses.

We have three additional staff working in the various regions of our territory. Lisa Patrick supervises projects in Eastern Washington and Northern Idaho from her home base near Walla Walla. Molly Fuller services Northwest Oregon and is based near Portland. Danny Shamberger works a territory of Eastern and Southwest Oregon from a home base in Bend. All sales team members live and work within their territory to provide immediate site visits and service support as necessary to Allplay's customers.

We added Jo Ann Rohner to our team five years ago to assist with bookkeeping to manage our growth. She exclusively deals with accounts receivable by invoicing and following up on payments owed.

Please see our references on the Company Profile pages or reach out to any of the many KCDA customers with whom we have worked over the last dozen years.



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Company Profile

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

COMPANY CONTACT INFORMATION

Company Name: Allplay Systems Website: allplaysystems.com

Company Address: PO Box 1886

City: Sequim State: WA Zip: 98382

Contact Person: Danielle Patterson Title: managing partner

Contact Phone: 360-808-5925 Contact Email: danielle@allplaysystems.com

Washington State Department of Labor & Industries Contractor's License No. ALLPLSL906MZ

State of WA UBI No. 602 988 743

State of WA Employment Security Department No. exempt

Washington State Excise Tax Registration No. _____

Federal Tax ID No. 27-1755903

SAM.gov – Unique Entity ID M7JTKF2XBLR3

BACKGROUND

Note: *Generally, in high level contracts, KCDA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. KCDA reserves the right to accept or reject newly formed companies based on information provided in this response and from its own investigation of the company.*

This business is a ☐ public company ☒ privately owned company.

In what year was this business started under its present name? 2010

Under what other or former name(s) has your business operated? none

Is this business a corporation? ☒ No ☐ Yes. If yes, please complete the following:

Date of incorporation: _____ State of incorporation: _____

Name of President: _____

Name(s) of Vice President(s): _____

Name of Secretary: _____

Name of Treasurer: _____

Is this business a partnership? ☒ No ☐ Yes. If yes, please complete the following:

Date of organization: _____ State founded: _____

Type of partnership, if applicable: _____

Name(s) of general partner(s): _____

Is this organization individually owned? ☒ No ☐ Yes. If yes, please complete the following:

Date of organization: _____ State founded: _____

Name of owner: _____

This organization is a form other than those identified above. ☐ No ☒ Yes.

IF THE ANSWER IS YES, describe the company's format, year and state of origin, and names and titles of the principals.

Allplay Systems is an LLC formed in the state of Washington on 2/1/2010. Danielle Patterson & Jeff Hansen are the members.

COMPANY HEADQUARTER LOCATION

Company Address: 170 Havenwood Lane

City: Sequim State: WA Zip: 98382

Main Phone Number: 888-531-4881 How long at this address? 16 years

COMPANY BRANCH LOCATIONS

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

If more branch locations, insert information here or add another sheet with above information.

SALES HISTORY

Provide your company's annual sales for 2023, 2024, 2025 in the United States by the various public segments:

	2023	2024	2025
K-12 (public & private), Educational Service Agencies	$ 8,200,000	$ 5,000,000	$ 5,000,000

Higher Education Institutions	$	$	$ 500,000
Counties, Cities, Townships, Villages	$ 6,000,000	$ 3,950,000	$ 3,450,000
States	$ 300,000	$ 50,000	$ 50,000
Other Public Sector & Non-profits	$ 2,000,000	$ 1,000,000	$ 1,000,000
Private Sector	$ 500,000	$ 600,000	$ 500,000
TOTAL	$ 17,000,000	$ 10,600,000	$ 10,500,000

WORK FORCE

1. **Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services:

Function	Name	Title	Phone	Email
Contract Manager	Danielle Patterson	managing partner	360-808-5925	danielle@allplaysystems.com
Sales Manager	Jeff Hansen	partner	425-766-7822	jeff@allplaysystems.com
Customer & Support Manager	Becky Spiker	admin.	425-512-3624	becky@allplaysystems.com
Distributors, Dealers, Installers, Sales Reps	Lisa Patrick Molly Fuller Danny Shamberger			
Consultants & Trainers	supplied by manufacturing partners			
Technical, Maintenance & Support Services	"			
Quotes, Invoicing & Payments	Quotes: all sales team Invoices: JoAnn Rohrer Payments: Danielle Patterson			joann@allplaysystems.com danielle@allplaysystems.com
Warranty & After the Sale				
Financial Manager	Danielle Patterson			

2. **Sales Force:** Provide total number and location of salespersons employed by your company in the states of Washington, Oregon, Idaho, Montana and Alaska by completing the following: ***(To insert more rows, hit the tab key from the last field in the State column.)***

Number of Sales Reps	City	State
1	Beaverton	OR
1	Bend	OR
1	Sequim	WA
1	Seattle	WA
1	Dayton	WA

3. **Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the states of Washington, Oregon, Idaho, Montana and Alaska completing the following: ***(To insert more rows, hit the tab key from the last field in the State column.)***

Center Type	City	State
n/a		

4. **In-house Resources:** Describe the business's current in-house workforce, equipment and facilities available to perform under this solicitation.

Allplay Systems has regional sales reprentatives who conduct field visits, site inspections, collaborate on design, and manage their projects through installation.

5. **Sales Training:** Explain how your company will educate your sales staff on the KCDA contract including timing, methods, etc.

All of our team has more than five years experience with the KCDA contracts. After award, we will conduct a training update to ensure any new information is incorporated into new agreements.

ENVIRONMENTAL INITIATIVES

1. Describe how your products and/or services support environmental goals.

We aim to select partners who prioritize the selection of recycled and recyclable materials in their manufacture. We also represent the only play manufacturer within the region served by KCDA, reducing the impact of long freight transports.

2. Describe the company's "green" objectives (i.e. LEED, reducing footprint, etc.).

Allplay has moved to a largely electronic, cloud-based business, reducing our use of paper, shipping, printing, etc. Web delivery of meetings has also reduced our carbon footprint significantly.

COOPERATIVE CONTRACTS

1. Does your company currently have contracts with other cooperatives (local, regional, state, national)?

_____ YES __X__ NO

If YES, identify which cooperatives and the respective expiration date(s).

_____

If YES and your company is awarded a KCDA Contract, which contract will you lead with in marketing and sales representative presentations (sales calls)?

_____

INDEPENDENT SUBCONTRACTORS, DISTRIBUTORS, INSTALLERS, ETC.

If the Bidder is not the sole manufacturer/provider of all goods and services provided under this contract, the following must be answered:

1. **Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.
Most of our subs have worked with us for many years. Any new partners are evaluated for license and insurance compliance, as well as references for prior work.

2. **Current Subcontractors, Distributors, Installers, Etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the states of Washington, Oregon, Idaho, Montana and Alaska. Include, if applicable, contractor license information and the state(s) wherein they are eligible to provide services on behalf of this business.
R&R Construction, Bacon Concrete, Mountain Rock Design & construction, Cadillac Lawn Care; LW Sundstrom (WA)
A West Pacific; GR Morgan; Precision Recreation (OR)

DISCLOSURES

1. **Letter of Line of Credit or Annual Financial Report (REQUIRED):** Attach a letter from the business's chief financial institution indicating the current line of credit available in its name and evidence of financial stability for the past three calendar years (2023, 2024 and 2025). This letter should state the line of credit as a range (i.e., "credit in the low six figures" or "a credit line exceeding five figures"). If company is a publicly traded company a complete Annual Financial Report is required in place of Line of Credit Letter. We have no line of credit and have always operated in the black. Any accounting information requested will be provided.

2. **Legal:** Does this business have actions currently filed against it? ☒ No ☐ Yes.

IF YES, AN ATTACHMENT IS REQUIRED: List and explain current actions such as Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

REFERENCES

Provide contact information for your company's largest public agency customers. (Minimum of 3 required).

Agency	Name	Title	Phone Number	Email
1. Bellevue Parks	Mike Bower	Parks Lead	425-864-3347	mbower@bellevuewa.gov
2. Peninsula SD	Patrick Gillespie	Capital Proj.	253-377-2001	gillespiep@psd401.net
3. Mercer Island	Sarah Bluvas	Project Mgr	206-549-1032	sarah.bluvas@mercerisland.gov
4. Quillayute Valley SD	Bill Henderson	Facilities	360-640-9726	bill.henderson@qvschools.org
5. ~~Renton~~ Seattle Parks	Janice Liang	Project Mgr	206-501-3058	janice.liang@seattle.gov

Signature Danielle Patterson

Must be same signature that appears on the bid response forms

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ATTACHMENT A

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

In submitting the proposal to provide products and/or services as outlined in the bid specifications, we hereby certify that we have not been suspended or in any way excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's Responsibilities.

Signed: Danielle Patterson

Title: managing partner

Firm: Allplay Systems

Address: PO Box 1886

City, State, Zip: Sequim, WA 98382

Date: 3/4/2026

Email: danielle@allplaysystems.com

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ATTACHMENT B
Terms by Manufacturer
Bid #26-315 Playground Equipment
Bid Due Date: March 5, 2026
No later than 2:00pm PST

Bidder Name: Allplay Systems		Address: PO Box 1886
Phone: 888-531-4881	Fax: 888-655-6412	City, State, Zip: Sequim, WA 98382

TERMS BY MANUFACTURER: Please provide the minimum order required per manufacturer and lead times.

SPECIFIC DISCOUNTS: Please provide quoted discounts from the manufacturer's current list prices. It is the bidders responsibility to submit updated price lists during the contract year, when the contract allows, otherwise discounts will be taken from the most current on file. The manufacturer must already be present in this bid to be considered. Discounts must include shipping/ freight charges. A current price list and catalog must be provided at the time of bidding. NOTE: DISCOUNTS MAY BE USED IN DETERMINING AWARDS.

Manufacturer	Minimum Order	Lead Time	Discount Amount	Discount Detail	FOB - Freight FACTORY - Cost will be extra DESTINATION - Cost is included in discount
Example: ABC Company Inc	$1,000	1-2 Weeks	25%	2026 Retail Price List	Destination
Playcraft Systems	none	10-16 weeks	10%	2026 price list	FACTORY
Berliner	none	10-16 weeks	8%	2026 price list	FACTORY
PW Athletic	none	2-8 weeks	10%	2026 price list	FACTORY
Freenotes	none	2-4 weeks	10%	2026 price list	FACTORY
Duncan and Grove	none	12-18 weeks	8%	2026 price list	FACTORY
Kaypark	none	2-6 weeks	5%	2025 price list	FACTORY
Ultrasite	none	2-6 weeks	10%	2026 price list	FACTORY
Modern Shade	none	4-12 weeks	10%	2026 price list	FACTORY
ICON Shelters	none	12-18 weeks	10%	custom	FACTORY
EMC	none	4-6 weeks	8%	2026 price list	FACTORY
Zeager	none	2-6 weeks	10%	2026 price list	FACTORY
Frog Furnishings	none	3-6 weeks	10%	2026 price list	FACTORY

Paris Equipment Manufacturing	none	6-10 weeks	8%	2026 price list	FACTORY

	3/4/2026	26-315	Allplay Systems
Signature	Date	Bid Number	Name of Firm

Signature

3/4/2026
Date

26-315
Bid Number

Allplay Systems
Name of Firm

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ATTACHMENT C
Special Provisions

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

THESE INSTRUCTIONS SUPERCEDE AND TAKE PRECEDENCE OVER ANY OPPOSING LANGUAGE IN THE STANDARD TERMS AND CONDITIONS

A. SOLICITATION OBJECTIVES

KCDA is seeking manufacturers, providers or dealers/distributors to provide current and emerging Playground Equipment, Surfacing & Site Amenities to its members.

Total approximate value of this contract is $20,000,000 to $25,000,000 annually. However KCDA does not guarantee any minimum or maximum value or number of orders.

It is KCDA's intent to establish an annual multi-state contract with the potential of up to three (3) one-year extensions if mutually agreed upon between KCDA and the awarded vendor(s). Bidders must be a manufacturer or a manufacturer's authorized dealer, approved to provide KCDA members with Playground Equipment, Surfacing & Site Amenities in Washington, with the preferred ability to service surrounding member states (ex: Oregon, Idaho, Montana, Alaska).

Contracts established by KCDA are available for use by all public schools, colleges, universities, cities, counties and other government agencies throughout the nation. Participation in KCDA is not required of any governmental agency; however, participation does provide the legally required competition for contracts for commonly purchased products and services, thereby saving the entity the time and expense of a required competitive process. As allowed by specific state statutes, members can issue purchase orders for any amount without the necessity to prepare their own IFB or gather necessary quotations.

Bidders must be a manufacturer or an authorized dealer having a local sales, service and install presence in Washington State. The bidder must also include a list identifying the states within which they are authorized to sell, service and install. If a portion of a state is serviced, bidder must specifically list the portion which is serviced. Bidder can list by county, region or territory. Bidder must provide the list as a separate document when submitting a response. The bidder may propose different pricing and rates for different installation areas as necessary to accommodate applicable wage rates and costs. Bidders must have a local sales presence that either reside or can be contacted within the additional states named to enable KCDA members to have onsite consultation, needs assessment, installation, integration and training.

The types of services and products may include, but are not limited to:

- Playground equipment – Complete playgrounds for all ages, stand-alone activities, swings, outdoor fitness systems, etc.
- Park amenities – Fountains, pathways, skate ramps, splash pads, dog parks, pool equipment, etc.
- Surfacing – Engineered wood fiber, tiles, matting, turf, poured-in-place, etc.
- Site amenities - Picnic tables, benches, trash receptacles, sanitizing stations, fencing, etc.
- Shelter/shade structures - Constructed with wood, metal, stone, fabric, etc.
- Installation, sitework, maintenance, demolition, disposal, replacement, repair, design, engineering, etc.
- **NOTE: Bleachers and Athletic Field Surfaces will not be awarded under this contract.**

All products provided must comply with current Americans with Disabilities Act (ADA) laws, Consumer Product Safety Commission (CPSC) guidelines, and current ASTM standards as certified by the International Play Equipment Manufacturers Association (IPEMA). Include any relevant certifications with your bid.

By conducting this solicitation, KCDA intends to offer its members a choice of Playground Equipment, Surfacing & Site Amenities at discounted pricing.

KCDA's purpose is to:

- Cooperatively serve our members and associate members through a continuous effort to explore and solve present and future purchasing needs.
- Provide government agencies opportunities for greater efficiency and economy in acquiring goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and complying with purchasing laws and ethical business practices.
- Provide competitive price solicitations which meet the procurement laws of our members.
- Secure multi-state volume purchasing contracts which are measurable, cost effective and continuously exceed our members' expectations.
- Provide quick and efficient delivery of goods and services by contracting with "high performance and quality" vendors who understand our members' needs.

B. TIMELINE

January 28, 2026 & February 4, 2026	Advertised as Bid #26-315 in DJC Seattle, Oregon
March 5, 2026	Bids due no later than 2:00 P.M. PST
April 13, 2026	Award Recommendation
April 21, 2026	Board Approval
May 1, 2026	Contract Start Date

C. SUBMISSION OF BIDS

Bidders are requested to submit pricing for Washington State per the drawings and specifications provided in this solicitation. KCDA requests pricing for its members in Oregon, Idaho, Montana and Alaska as well. Bidder is requested to submit either 1) separate price pages for each state being bid or 2) provide a pricing matrix that shows a price factor to be applied to the Washington State pricing in order to calculate the pricing for other states. Price Lists may be provided in hard copy, but must be included in Excel or PDF on the flash drive.
Online submission of the bid through Public Purchase is NOT accepted.

- Submit sealed bids in a 3-ring binder with an inside pocket and a set of dividers. Submit one (1) bound and signed copy of the bid plus one (1) electronic copy on flash drive.
- KCDA reserves the right to reject any or all bids and to accept any proposal deemed most advantageous to KCDA members and to waive any informality in the bid process.
- Bids shall be submitted as stated in this solicitation. Deviations to any terms, conditions and/or specifications shall be conspicuously noted in writing by the bidder and shall be included with the bid (Attachment E). No cross outs or delineations shall be made to the existing document. Exceptions and deviations will be considered in award evaluation. KCDA reserves the right to reject any deviations or exceptions stipulated in a bidder response, and may subsequently disqualify such bid if such terms are unacceptable to KCDA. Language to the effect that the bidder does not consider this solicitation to be part of a contractual obligation may result in the bid being disqualified.
- Withdrawals of bids will not be allowed for a period of 60 days following the opening. Withdrawal of bids prior to the opening date will be permitted.
- Addendums, if required, will be issued by KCDA through Public Purchase. Addendums will also be posted on the KCDA website (www.kcda.org) under Contracts & Bids – Vendor Bids. Addendums will not be mailed or e-mailed. It is bidder's responsibility to check for issuance of any Addendums prior to submitting a

bid. **All Addendums must be signed and returned with the bid document, or the bid may be considered non-responsive.**

- All documents requiring signature shall be signed by a person having authority to sign on behalf of the bidder. Electronic signatures will be accepted.

D. BID FORMAT

1. Preparation of the Bid Response

a. The IFB is published in one PDF document on the KCDA website, it is also published on the Public Purchase website with all required documents and forms posted separately.
   - **Cover Page**
   - **Terms & Conditions**
   - **Attachment A** Debarment Statement **(signature required)**
   - **Attachment B** Terms by Manufacturer **(signature required)**
   - **Attachment C** Special Provisions **(signature required)**
   - **Attachment D** Comprehensive Price List **(complete, or equivalent)**
   - **Attachment E** Deviations **(signature required)**
   - **Company Profile (signature required)**
   - **Certification of Compliance with Wage Payment Statutes (signature required)**
   - **EDGAR Certification Form (signature required)**

b. Bid forms requiring signatures shall be submitted by a person authorized to sign the bid. Failure to properly sign the bid documents or to make other notations as indicated will result in the response being deemed non-responsive.

c. Corrections and/or modifications received after the opening time will not be accepted, except as authorized by applicable rule, regulation or statute and KCDA.

d. In case of an error in extension of prices in the bid, unit prices shall govern.

e. Periods of time, stated as a number of days, shall be in calendar days, not business days.

f. It is the responsibility of all bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time.

g. The bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the KCDA member and a bidder requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

2. Format of Bid Response

Bidders shall provide bids in a three-ring binder using standard size paper, clearly identified with the company name and the name of the IFB on the outside front cover and vertical spine. Clearly identified tabs must be used to separate the bid into sections, as identified below. Responses should be direct, concise, complete and unambiguous. Bidders failing to organize bids in the manner requested risk being considered non-responsive if bids are not easily read and understood. Awards will be made more efficiently and timely by following the required format.

Tab 1 - **Company Profile/Information**
- Company Profile form
- Responses should include a brief introduction informing KCDA of the qualifications and experience of the bidder, along with a brief company history.
- Reference requirements: (3-5). Projects should be of similar size and complexity, preference given for government contracts.

Tab 2 - **Response Forms**
- Attachment A - Debarment Statement
- Attachment C - Special Provisions
- Attachment E - Deviations

- Certification of Compliance with Wage Payment Statutes
- EDGAR Certification Form

Tab 3 - **Pricing Pages**

- Attachment B - Terms by Manufacturer
- Attachment D – Comprehensive Price List
  A listing of products or services which are not listed in the Manufacturer Retail Price Lists which bidder can provide and may be considered as a value add for KCDA member agencies.
- Manufacturer Retail Price Lists (hard copies are optional, but must be included in Excel or PDF on the flash drive)

Tab 4 - **Product Line Brochures and Literature**

- May provide links instead of hard copies.

Tab 5 - **Marketing Plan**

- List trade shows and conferences attended. Show examples of flyers or describe how bidder will market the KCDA contract.

Tab 6 - **Authorized Dealer/Vendor Partners**

- Provide letters from each manufacturer stating authorization to deal.
- List all dealers/vendor partners authorized to utilize this contract through the vendor.

Tab 7 - **Addendums**

E. VENDOR RESPONSIBILITIES

- Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to the KCDA contract. This employee will have a complete copy and must have working knowledge of the contract.
- Train and educate sales staff on what the KCDA contract is including pricing, who can order from the contract, terms/conditions of the contract and the respective ordering procedures for each state. It is expected that the awarded vendor will lead with the KCDA contract.
- Develop a marketing plan to support the KCDA contract in collaboration with respective KCDA member agencies. Plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
- Create a KCDA-specific sell sheet with a space to add a KCDA logo and contact information for use by KCDA and the awarded vendors local sales representatives to market within each state.
- Have ongoing communication with the Contract and Procurement Specialist at KCDA and the KCDA member agencies.
- Attend two (2) "touch base" meetings at KCDA per year. One of those meetings may be participating in the KCDA Vendor Expo.
- Participate in national and local conference trade shows to promote the KCDA contract.
- Increase sales over the term of the KCDA contract.

F. EQUIPMENT & RELATED PRODUCTS

1. New Products
   All Playground Equipment, Surfacing & Site Amenities provided under this contract must be new, not previously used, and are being actively marketed by the manufacturers' authorized dealers.

   All branded playground equipment components, spare parts, application software, and ancillary equipment supplied under this contract must conform to manufacturer specifications and shall be of new manufacture and in current standard production. The awarded vendor is responsible for ensuring that these items are operable and installed in accordance with manufacturer's specifications.

2. Installation/Removal
   a. The installation and/or removal of contract items shall be performed in a professional manner. The members' premises and equipment shall be left in a clean condition. The awarded vendor may be required to repair all damage and/or provide full compensation for damage to the member agencies' premises and equipment that occurred during installation/removal.

b. Personnel in charge of the installation must be available to coordinate installation with member agency's internal staff. Qualified service support and technical personnel will be required to provide all necessary maintenance and repair. Installation dates and installation schedule must be approved by member agency.
c. Installation crews may be working around students, teachers and general staff. Installation may require off-hour and weekend work in order to accommodate and complete the project in the timeline required by the member agency. The member agency will try to accommodate access for installation during school/business hours; however, any plan that displaces staff, students or personnel will most likely create disruption to the ordinary daily schedule. After hours and weekend installations are preferred and will be so identified in the proposal to the member agency.
d. Project Manager for the awarded vendor shall verify proper installation at multiple and various times throughout the duration of the installation.
e. Upon successful completion of installation, test system functionality for all possible scenarios and document all outcomes.
f. Installment requirements, as applicable (electrical certifications, plumbing certifications, licenses, permits etc.).

3. Newly Installed Equipment or Related Product Problems
Member agency will evaluate the performance of newly installed Playground Equipment, Surfacing & Site Amenities for a 15-day period after installation. If the performance is unsatisfactory, the member agency will immediately contact the awarded vendor to pursue corrective action and resolution of the problem. Resolution of performance problems may result in:
    - Repair or other action to correct the problem including training or modifications made to member's satisfaction.
    - The replacement of the product with another of the same brand and model, at no additional cost (including delivery and installation) to the member agency.
    - Return of the product with cancellation of the order at no charge to the member agency.

4. Inspection/Testing/Acceptance
    a. Inspections, tests, measurements, or other acts or functions performed by the member agency shall in no manner be construed as relieving the awarded vendor from full compliance with contract requirements. At a minimum, an installed piece must demonstrate the capability of providing the functions and services specified in the manufacturer's published literature.

5. Maintenance, Repair and Service
    a. Maintenance, repair and service related to the operation of Playground Equipment, Surfacing & Site Amenities must be provided to member agency.
    b. Excessive Service and Downtime: Playground Equipment, Surfacing & Site Amenities including all components, spare parts, application software, and ancillary equipment supplied through this contract shall be capable of continuous operation. Therefore, awarded vendor shall guarantee that all items will be operational at least 98% of normal business hours. Items that develop a trend of requiring an excessive number of service calls shall be reported by the member agency to the awarded vendor or by the awarded vendor to the member agency as the situation warrants, and a corrective action and resolution will be made in a manner that is best for the member agency.
    c. In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the awarded vendor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the member agency.
    d. Awarded vendor must guarantee the availability of repair parts for a minimum of five (5) years subsequent to member agency's acceptance of the contracted items.

6. Relocation/Transfer
    a. Member agencies shall be afforded the option to relocate/transfer contract items from one member location to another member location as deemed necessary with no change to agreement or maintenance plans. If self-moves are an option, the awarded vendor must be notified prior to

relocating or transferring. The member agency will be responsible for repairs required for damage that occurred during self-moves.

b. Alternately, member agencies may elect to have the awarded vendor relocate/transfer the items. The awarded vendor is responsible for repairs required following such relocation/transfer. Relocation/transfer of items must be coordinated with member agency contact personnel responsible for the contract.

7. Adding New Products and/or Services
   All Playground Equipment, Surfacing & Site Amenities must meet the scope of work to be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Awarded vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, if it is within the same awarded manufacturer and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. KCDA may require additions to be submitted with documentation from KCDA members demonstrating an interest in, or a potential requirement for, the new product or service. KCDA may reject any additions without cause.

8. Discontinued Products
   If a product or model is discontinued by the manufacturer, awarded vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model, it is within the awarded manufacturer and if the discount is the same or greater than the discontinued model.

NOTE: Listing the above specifications shall in no way relieve the awarded vendor from the responsibility to follow proper code and regulations.

G. TRAINING & SUPPORT

If applicable, please state specifically the amount of training which will be provided at no charge. Then list the charge per hour for additional training, if applicable (Attachment D).

a. If specified by the member agency, staff in-service shall be offered following the installation. Training needs must be quantified and specified by the member agency. Awarded vendors shall provide appropriate pricing (if applicable) based upon each member agencies training needs. It is understood that some training may be provided free of charge and some may incur charges. Please outline your training philosophy and related pricing structure.

b. If desired, follow-up training may also be scheduled to further support usage and to identify any individual training needs. Please include follow-up training pricing as well.

H. PUBLIC WORKS LANGUAGE

Vendor agrees that, in performance of the services required under this agreement, vendor shall abide by all federal, state, local and Washington law and regulations that may apply to construction and public works. It is the responsibility of the vendor to determine applicability and requirements of any such laws and to abide by them.

1. **Public Works**
   State of Washington statute requires workers be paid prevailing wages when employed on public works projects and on public building service maintenance contracts. (RCW 39.04.010, RCW 39.12.010 and 020) It is the contractor's responsibility to be acquainted with and comply with state regulations regarding payment of prevailing wages on public works projects. Prevailing wages are established by the Washington State Department of Labor and Industries and can be obtained on the web at https://secure.lni.wa.gov/wagelookup/ or by contacting Labor and Industries at 360-902-5335. A printed copy may also be requested from KCDA. KCDA serves all counties in Washington State. The county in which the project is located will be identified once a member initiates a request for the service, and the effective wage rate to be applied to a specific project is to be based on the date of this bid during the original contract term, and if contract extensions are granted, the prevailing wage rate in affect at the time of the latest extension.

Application: The Public Works Act regulates wages paid to workers, laborers and mechanics performing public work. It does not apply to work that is clerical, executive administrative or professional in nature. It does not apply to work of a secretary, engineer or administrator, unless they are performing construction work, alteration work, repair work, etc. Prevailing wage application depends on the work that is performed, regardless of the worker's job title. (RCW 39.12.020 and WAC 296-128-510 through 530)

Definition: Public Works is all work, construction, alteration, repair or improvement that is executed at the cost of the state or any other local public agency. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction. (RCW 39.04.010)

Public Building Service Maintenance Contracts: Prevailing wages are also required on all public building service maintenance (janitorial) contracts. (RCW 39.12.020)

Identification of Licensed Subcontractors: RCW 39.30.060 Bids on public works—Identification, substitution of licensed subcontractors.

(1) Every invitation to bid on a prime contract that is expected to cost $1,000,000 or more for the construction, alteration, or repair of any public building or public work of the state or a state agency or municipality as defined under RCW 39.04.010 or an institution of higher education as defined under RCW 28B.10.016 shall require each prime contract bidder to submit:

(a) At the published bid submittal time, the names of the licensed subcontractors and proof of license with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work, if it is licensed to perform the work for which it has named itself. Errors identified by the contracting agency in the proof of license information must be corrected by the bidder within 48 hours of submission; and

(b) Within 48 hours after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of structural steel installation and rebar installation.

(2) The prime contract bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.

(3) Substitution of a listed subcontractor in furtherance of bid shopping or bid peddling before or after the award of the prime contract is prohibited and the originally listed subcontractor is entitled to recover monetary damages from the prime contract bidder who executed a contract with the public entity and the substituted subcontractor but not from the public entity inviting the bid. It is the original subcontractor's burden to prove by a preponderance of the evidence that bid shopping or bid peddling occurred. Substitution of a listed subcontractor may be made by the prime contractor for the following reasons:

(a) Refusal of the listed subcontractor to sign a contract with the prime contractor;

(b) Bankruptcy or insolvency of the listed subcontractor;

(c) Inability of the listed subcontractor to perform the requirements of the proposed contract or the project;

(d) Inability of the listed subcontractor to obtain the necessary bonding, insurance, or other statutory requirements to perform the work detailed in the contract;

(e) Refusal or inability to provide a letter of bondability from a surety company; or

(f) The listed subcontractor is barred from participating in the project as a result of a court order or summary judgment.

(4) The requirement of this section to name the prime contract bidder's proposed subcontractors applies only to proposed HVAC, plumbing, electrical, structural steel installation, and rebar installation subcontractors who will contract directly with the prime contract bidder submitting the bid to the public entity.

(5) This section does not apply to design-build requests for proposals under RCW 39.10.330, to general contractor/construction manager requests for proposals under RCW 39.10.350, or to job order contract requests for proposals under RCW 39.10.420.

Apprentice Utilization Requirements (AURs): RCW 39.04.320 Apprenticeship training programs—Public works contracts—Adjustment of specific projects—Report and collection of agency data—Apprenticeship utilization advisory committee created.

(1)(a)(i) Except as provided in (b) through (d) of this subsection, from January 1, 2005, and thereafter, for all public works estimated to cost $1,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(ii) As of July 1, 2024, for all public works contracts awarded by a municipality estimated to cost $2,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices. For contracts advertised for bid on or after July 1, 2026, for all public works contracts awarded by a municipality estimated to cost $1,500,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices. For contracts advertised for bid on or after July 1, 2028, for all public works contracts awarded by a municipality estimated to cost $1,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(b) For contracts advertised for bid on or after July 1, 2020, for all public works by the department of transportation estimated to cost $2,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(c) For contracts advertised for bid on or after January 1, 2010, for all public works by a school district estimated to cost $1,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(d) For contracts advertised for bid on or after January 1, 2012, for all public works by a four-year institution of higher education estimated to cost $1,000,000 or more, all specifications must require that no less than 15 percent of the labor hours be performed by apprentices.

(2) Awarding entities may adjust the requirements of this section for a specific project for the following reasons:

(a) The demonstrated lack of availability of apprentices in specific geographic areas;

(b) A disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum levels of apprentice participation;

(c) Participating contractors have demonstrated a good faith effort to comply with the requirements of this section; or

(d) Other criteria the awarding entity deems appropriate, which are subject to review by the office of the governor or the municipality's legislative authority if the awarding entity is a municipality.

(3) The secretary of the department of transportation shall adjust the requirements of this section for a specific project for the following reasons:

(a) The demonstrated lack of availability of apprentices in specific geographic areas; or

(b) A disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum levels of apprentice participation.

(4)(a) This section applies to public works contracts awarded by the state, to public works contracts awarded by school districts, to public works contracts awarded by state four-year institutions of higher education, and to public works contracts awarded by a municipality. However, this section does not apply to contracts awarded by state agencies headed by a separately elected public official or housing authorities as defined in RCW 35.82.020.

(b) Within existing resources, awarding agencies and municipalities are responsible for monitoring apprenticeship utilization hours by contractor. There must be a specific line item in the contract specifying that apprenticeship utilization goals should be met, monetary incentives for meeting the goals, monetary penalties for not meeting the goals, and an expected cost value to be included in the bid associated with meeting the goals. The awarding agency and municipality must report the apprenticeship utilization by contractor and subcontractor to the supervisor of apprenticeship at the department of labor and industries by final project acceptance. The electronic reporting system that is being developed by the department of labor and industries may be used for either or both monitoring and reporting apprenticeship utilization hours.

(c) In lieu of the monetary penalty and incentive requirements specified in (b) of this subsection, the Washington state department of transportation may use its three strike system for ensuring compliance including the allowance for a good faith effort.

(5)(a) The department of labor and industries must provide information and technical assistance to affected agencies and municipalities, and collect the following data from affected agencies and municipalities for each project covered by this section:

(i) The name of each apprentice and apprentice registration number;

(ii) The name of each project;

(iii) The dollar value of each project;

(iv) The date of the contractor's notice to proceed;

(v) The number of apprentices and labor hours worked by them, categorized by trade or craft;

(vi) The number of journey level workers and labor hours worked by them, categorized by trade or craft; and

(vii) The number, type, and rationale for the exceptions granted under subsection (2) of this section.

(b) The department of labor and industries and the municipal research and services center shall provide training, information, and ongoing technical assistance to municipalities in order to comply with apprenticeship utilization requirements. Training must include, but not be limited to, department of labor and industries reporting requirements, contract administration including sample contract language, and best practices on how a municipality's governing authority must adopt apprenticeship guidelines, including procedures, rules, and instructions to ensure compliance relating to a contractor that seeks a good faith waiver of apprenticeship utilization requirements.

(c) The department of labor and industries shall provide information and technical assistance with apprenticeship utilization reporting. The department of enterprise services shall make available sample contract language and provide contract administration advice pertaining to apprenticeship requirements.

(6) The secretary of transportation shall establish an apprenticeship utilization advisory committee, which must include statewide geographic representation and consist of equal numbers of representatives of contractors and labor. The committee must include at least one member representing contractor businesses with less than 35 employees. The advisory committee shall meet regularly with the secretary of transportation to discuss implementation of this section by the department of transportation, including development of the process to be used to adjust the requirements of this section for a specific project.

(7) At the request of the senate labor, commerce, research and development committee, the house of representatives commerce and labor committee, or their successor committees, and the governor, the department of enterprise services and the department of labor and industries shall compile and summarize the agency and municipality data and provide a joint report to both committees. The report must include recommendations on modifications or improvements to the apprentice utilization program and information on skill shortages in each trade or craft.

(8) All contracts subject to this section must include specifications that a contractor or subcontractor may not be required to exceed the apprenticeship utilization requirements of this section.

(9) This section establishes the minimum apprenticeship utilization requirements on public works contracts awarded by a municipality. Any standards or requirements relating to apprenticeship utilization established by any applicable local law or ordinance that are more favorable to apprentices than the minimum requirements

under this section are not affected by this section and those more favorable laws apply and may be enforced as provided by law.

Reciprocity: In accordance with RCW 39.04.380 any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or other procurement exempt from competitive bidding.

2. Prevailing Wage

Definition: Prevailing Wage is the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. The rate is established by the Department of Labor and Industries for each trade and occupation employed in the performance of public work. If Federal funds are used, bidders must comply with provisions of Davis-Bacon Act.

Basic procedures: A Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be filed and approved for the contractor and all subcontractors. No payments can be made until all contractors/subs have submitted an approved intent form. KCDA cannot release retainage until all contractors have an approved Affidavit of Wages Paid form certified by the Industrial Statistician. (RCW 39.12.030, 040, 042) Once the work is successfully completed, KCDA will release 95% of the project cost and withhold 5% retainage for 45 days as dictated by law. The final 5% will be paid when the following is completed: Receipt of approved Affidavit of Wages Paid Forms, releases from Washington State Department of Labor & Industries, Employment Security Department and the Department of Revenue, and acceptance of project completion to the satisfaction of the KCDA ordering member. **The cost of filing required Intents and Affidavits is the responsibility of the contractor, and may not be added as a line item charged to the member agency. All Intents and Affidavits must name the agency for whom work is being performed as the contract award agency, not KCDA.**

Federally Funded Projects: In addition to the Federal Requirements of Section III, Housing and Urban Development (HUD) Terms and Conditions, Davis-Bacon prevailing wage requirements apply to public works construction contracts of $2,000 or more when a project includes any federal funding of any amount. When there is a difference between applicable state and federal prevailing wages for a particular classification of labor, contractors and subcontractors are required to pay the higher of the two prevailing wages. Applicable federal prevailing wage determinations can be found at https://sam.gov/content/wage-determinations. Contractors/subcontractors must be knowledgeable and adhere to all federal prevailing wage requirements, including but not limited to, paying workers weekly and providing certified weekly payrolls for the contractor and subcontractors of any tier, to the member agency for their review and verification, as required in the Davis-Bacon Act and applicable U.S. Department of Labor regulations. Falsification of any prevailing wage payroll records may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3729 of Title 31 of the United States Code. Contractor shall inform all subcontractors of the Davis-Bacon requirements and the prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses. Contractor must coordinate all requirements related to federal funded projects with the KCDA member agency.

3. Responsible Bidder

Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

Low Responsible Bidder

State Responsibility Criteria. The bidder must meet the following state responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.

3. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the bidders' employees working in Washington State, as required in Title 51 RCW;
   b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
   c. Have a Washington State excise tax registration number, as required in Title 82 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance for the one-year period immediately preceding the date of the bid solicitation.
6. Have received training on the requirements related to public works and prevailing wage under chapter 39.04 RCW and chapter 39.12 RCW. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this requirement.
7. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48 or 49.52 RCW.
   a. Before award of a public works contract, the bidder shall submit a signed statement in accordance with chapter 5.50 RCW verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement above. (KCDA Certification of Compliance)
8. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included as "Exhibit A". The bidder may make a written request to modify the supplemental criteria. Modification of supplemental criteria shall be at KCDA's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to the bid submittal deadline.

Subcontractor Responsibility

The contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
2. Have a current Washington State Unified Business Identifier (UBI) number.
3. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the bidders' employees working in Washington State, as required in Title 51 RCW;
   b. Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
   c. Have a Washington State excise tax registration number, as required in Title 82 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. Have an electrical contractor license, if required by Chapter 19.28 RCW;
6. Have an elevator contractor license, if required by Chapter 70.87 RCW;
7. Have a plumbing contractor license, if required by Chapter 18.106 RCW.

4. Payment & Performance Bond

The prime contractor shall provide a Performance and Payment Bond at 100% of the contract price to the KCDA member with a copy to KCDA before work begins. The only exception is for contracts of one hundred fifty thousand ($150,000) dollars or less. In this instance, at the option of the contractor, the member may in lieu of the bond retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Employment Security

Department, and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The bond shall be issued by a surety company authorized to do business in the State of Washington and shall be on standard forms used for public projects (RCW 39.08.010) and as directed by the KCDA member.

Performance and Payment bonds for KCDA members outside Washington must be provided by companies licensed to provide bonds for public entities in the member's state.

5. Licenses

The prime contractor shall possess and maintain in current status all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services offered in its response to the bid solicitation. Before submitting a bid, bidders must hold a current, valid contractor's license as required in Washington. The contractor's license must be in the name of the legal entity submitting and signing the bid. A bidder may not substitute a contractor's license held by a subcontractor or joint venture. Bidders submitting bids in Washington State without a valid contractor's license in the name of the bidder are in violation of RCW 18.27.020.

It is the responsibility of the prime contractor to ensure any subcontractors performing under this contract hold and maintain appropriate licenses.

KCDA reserves the right to request copies of licenses at any time during the contract. Copies of licenses, upon request, must be submitted to the member prior to performing the work. The contractor agrees to keep and ensure subcontractors keep any required license, permit or bond current and in compliance with Washington rules, regulations and statutes, as well as in states outside Washington in which contractor performs work under this contract. For work performed for any Washington State school district, public agency or municipality, the contractor must comply with the bidder responsibility requirements of RCW 39.04.350 prior to the KCDA member awarding a contract. The contractor must verify the responsibility of all subcontractors used in accordance with RCW 39.06.020.

6. Permits

Obtaining permits is the responsibility of the member. Awarded contractor may provide guidance and/or assistance in obtaining necessary permits. If contractor does obtain permits on behalf of member, all fees are viewed as a "pass through" with no upcharge to the member.

7. Certificate of Insurance

A certificate of insurance demonstrating current coverage of the types and amounts of insurance required by KCDA and the KCDA member must be provided to the KCDA member prior to performance of any work. In addition, the Commercial General Liability policies must be endorsed to name KCDA and the KCDA member as additional insureds. Such policies must be further endorsed to provide that the insurance is primary as respects KCDA and the KCDA member, and that any other insurance maintained by KCDA and the KCDA member shall be excess and not contributing insurance with the contractor's insurance. These endorsements must be provided along with the certificate of insurance. The KCDA member must approve the certificate of insurance and endorsements.

8. Acceptable Pricing Method

KCDA is unable to accept Alternative Costing Method quotations except in certain limited instances, (i.e. sole source) in which KCDA and vendor may mutually determine the Alternative Costing Method is acceptable. This will be the exception rather than the rule. RS Means or line item bid pricing is acceptable.

9. Progress Payments

The contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:

1. Contract Number
2. Bid item ID, bid quantity, unit, unit price and description as appropriate

3. Sales Tax as applicable

The Payment Request will be reviewed by the member before payment is made. If the member is in disagreement with the Payment Request, KCDA will issue a notice requesting a revised Payment Request.

KCDA, at its discretion, reserves the right to withhold payment on a given project, pending receipt of payment from the customer.

In accordance with RCW 51.12.050, KCDA reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the contractor or subcontractors.

10. Payment Retainage

In accordance with RCW 60.28 contract retainage [*not to exceed five percent of the moneys earned by the contractor toward completion of a public improvement contract*] shall be withheld and reserved in one of two ways:

1. As a trust fund for the protection and payment of 1) the claims of any person arising under the contract, and 2) the state with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from such contractor. Upon completion of a contract, the member agency shall notify the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries of the completion of contracts over thirty-five thousand dollars. KCDA will issue payment on the retainage amount forty-five days after notice from the KCDA member agency that the contract has been accepted as complete **or** upon receipt of all necessary releases, whichever is later.
2. Option of providing retainage bond for the full amount of the retainage (5% of the contract amount with a performance bond). This bond is separate from the performance bond under RCW 39.08.10. Providing a retainage bond means no retainage is withheld. If you choose to provide a retainage bond a copy of the bond must be submitted.

11. Force Majeure

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control or responsibility of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; industry-wide labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control or responsibility of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. The party receiving the notice of force majeure may contest the declaration of a force majeure. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, internal labor disputes, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

I. PRICING

The bidder shall submit pricing using Manufacturer Retail Price Lists, Attachment B, and Attachment D, or equivalent. **Vendor bid pricing shall include a 2% administrative fee on all line items and charges.** The administrative fee must be part of the bid price. If you are bidding a catalog price less a discount, make sure the administrative fee is included in the net price to the member agency. Pricing must include the 2% KCDA service fee so the service fee is invisible to KCDA members.

For all Playground Equipment, Surfacing & Site Amenities, pricing may be by line item or discount off manufacturer price list (Attachment B). Accessories and materials may be from other manufacturers or sources, but must be identified and priced in the IFB response either by item or via catalog discount. On the pricing sheet, list and group accessories and materials by manufacturer for ease of identification. Respondents will choose only one pricing

method to be used per manufacturer. Proposals received that provide both for a single manufacturer will be found non-responsive.

Alternative pricing methods shall be addressed in Attachment D. Clearly state how you will price custom, ancillary, or complementary items or services that are not listed in any other price list.

Fixed prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. If price adjustment contingencies occur, or not less than ninety (90) days prior to each contract anniversary date, awarded vendor may submit a fully documented request for price adjustment to KCDA. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to awarded vendor that was out of awarded vendor's control.

KCDA will review requests for fixed price adjustments to determine if the new prices or another option is in member agencies' best interests. If accepted, new fixed prices shall apply to the contract upon approval from KCDA. Price changes shall be a factor in contract renewal.

The awarded vendor agrees that the cost for any item bid on this contract may vary by state due to specific requirements or other jurisdictional impacts. If the overall cost is discounted or lowered for any member agency, however, the cost will be similarly lowered or discounted at the same time for all member agencies for the same scope, size and value. (If a KCDA member agency proposes to purchase a large volume of one product at one time and the awarded vendor agrees to provide an additional discount, that same volume discount would be available to any KCDA member agency.)

It is understood and agreed upon between bidder and KCDA that the bidder's pricing does not include the cost for any site-specific conditions or requirements. Site specific requirements shall be addressed on a case-by-case basis at the time the order is placed. Any additional costs are to be priced by methods designated in Attachment D or by RS Means, as indicated in bidder's response to this solicitation.

Warranty: Describe the warranties that apply to the products offered in the IFB response and when warranty date will commence. Identify any website links that cover warranty information. The manufacturer has the primary responsibility to honor a manufacturer's warranty. Awarded vendor agrees to assist the member agency reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the member agencies. List any pricing applicable to warranties in Attachment D of the IFB response.

Risk of Loss or Damage: Awarded vendor shall retain title and control of all goods until they are delivered and received. All risk of transportation and all related charges shall be the responsibility of the awarded vendor. The awarded vendor shall file all claims for visible or concealed damage. The member agency will notify the awarded vendor and/or freight company promptly of any damaged goods and shall assist the freight company/awarded vendor in arranging for inspection. No F.O.B. vessel, car or other vehicle terms will be accepted.

Taxes: Member agencies, who have obtained Playground Equipment, Surfacing & Site Amenities under the terms of this contract, will be responsible for payment of all taxes such as sales tax, property tax, etc. Awarded vendor must separately list all such taxes on member proposal and subsequent invoice.

J. AUTHORIZED DEALER/VENDOR PARTNERS

The bidder must secure from the manufacturer, if the bidder is not the manufacturer, a written guarantee executed by the manufacturer that the bidder is an authorized dealer of that manufacturer. This can be submitted as a Manufacturers Guarantee/Manufacturers Certificate, or a statement on the manufacturer's letterhead with corporate acknowledgement. Failure to provide will result in award disqualification for that manufacturer.

Bidder may propose a network of authorized dealers/vendor partners through whom the bidder intends to perform the contract. Member agencies may be directed to bidders' network of authorized dealers/vendor partners for quoting of Playground Equipment, Surfacing & Site Amenities, however the awarded vendor shall be responsible for the actual

job performance of each and every authorized dealer/vendor partner. Purchase orders will only be sent to awarded vendors. Awarded vendors may subcontract installation, removal, maintenance, repair and/or service, but remain responsible for order processing and submittal of the service fee. Unresolved problems with the authorized dealer/vendor partner may be referred to the awarded vendor for resolution. Bidders are to identify and list each of the authorized dealers/vendor partners they intend to involve in contract performance.

Awarded vendor must be capable of replacing authorized dealers/vendor partners found unsuitable to participate in performance on the KCDA contract, and establish new authorized dealers/vendor partners in a timely manner.

During the contract period, the awarded vendor or KCDA Contract Specialist may remove an authorized dealer/vendor partner from the list of those designated to this contract at any time without further explanation or process. The awarded vendor may propose authorized dealer/vendor partner additions for consideration at any time throughout the contract provided;

- The request is in writing on awarded vendors letterhead.
- It is filed with the Contract Specialist a minimum of 30 calendar days before the effective date of the proposed change;
- It clearly identifies the authorized dealers/vendor partners involved in the change;
- It is accompanied by documentation acceptable to the Contract Specialist sufficient to warrant the change.

K. AWARD

1. Evaluation

   It is the intent of KCDA to award a manufacturer's complete line of products based on the specifications provided when possible and advantageous. KCDA expects to award to the lowest responsive and responsible bidder per unique manufacturer specifications that meet IFB terms, conditions, and criteria specified. An award is at the sole discretion of KCDA. KCDA reserves the right to reject any or all proposals, accept the proposal(s) that are deemed most advantageous for KCDA member agencies, and waive any irregularities in the solicitation process.

   Awarded vendors will be required to turn in updated specifications for the manufacturers awarded.

   The following criteria will be used in evaluating responses to this IFB. An award is anticipated to be made to a bidder with the highest rating per complete bid response received. Subsequently, multiple awards may be made.

Evaluation Criteria and Weight

Pricing	50
Presentation of full and complete product offering that can meet a variety of member agencies' requirements/timeline.	20
Proper submission of proposal	15
Related Experience	15
TOTAL POSSIBLE POINTS	**100**

Clarification and/or Discussions: Clarification of a response may be necessary. KCDA will communicate with the bidder(s) for the purpose of eliminating minor errors, clerical errors, and/or irregularities. Clarification is accomplished by explanation or substantiation, either in response to an inquiry from KCDA or an inquiry initiated by a bidder. Clarification does not give a bidder the opportunity to revise, change or modify their response in any way. Discussion takes place after the initial receipt of proposals. KCDA reserves the right to conduct discussions with bidders whose responses are determined to be reasonably inclined toward receiving a contract award. Discussion may occur when oral or written communications between KCDA and the bidder are conducted for the purpose of clarifying information to determine the acceptability of a response. KCDA will not assist the bidder in bringing the bidder's response to the same level as other responses received by KCDA. Further, KCDA will make no indication of pricing or other information received from other bidders.

Competitive Range: KCDA reserves the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

L. ORDER PROCESS

1. The awarded vendor must verify that a customer is a KCDA member. A current list of member agencies is posted on the KCDA website under "Membership". If the customer is not posted on the KCDA website, the awarded vendor must verify membership with the KCDA Contract Specialist. If the customer is not a member, but is eligible to become a member, the Contract Specialist will give the customer instructions regarding the membership process.

2. The awarded vendor will submit a signed and dated proposal or quote to the KCDA member in accordance with the pricing awarded under this contract. **All line items and charges must include the KCDA 2% service fee as a part of the price to the member agency. Do not list the 2% fee as a separate line item.** The awarded vendor must specifically state the KCDA contract #26-315 on the proposal to the KCDA member. The proposal should identify the member contact name, email address and phone number for the person responsible for approving the purchase. This information is critical, and if not provided, may be grounds for delaying the processing of the order as well as eventual payment to the vendor.

3. The KCDA member will draft and submit their purchase order, made out to KCDA, and a copy of the proposal to the Contract Specialist designated on the Awarded Contracts page. Upon KCDA's verification of membership and pricing, KCDA will create and forward a KCDA purchase order to the designated point of contact at the vendor. The Contract Specialist will request additional information, such as scope of work and item/part numbers, along with pricing for each line item, as needed. Failure to provide adequate evaluation information may result in a delay of approval by Contract Specialist.

4. A copy of the order will be kept on file at KCDA.

5. The awarded vendor must not commence delivery, services or installation using the KCDA contract without receiving a purchase order from KCDA.

6. Orders processed against this contract with customers who are not KCDA members or without emailed approval from KCDA are in violation of contract specifications. Awarded vendors not following proper procedures may be removed from consideration for future awards.

7. Invoicing: The awarded vendor will send invoices to KCDA. KCDA will contact the member to make sure the job is complete or that a progress payment is agreed to. KCDA will then invoice the member. Upon receipt of payment from the member, KCDA will pay the vendor less the 2% service fee, withholding retainage, as necessary.

8. KCDA reserves the right to revise the ordering process above at its discretion, if deemed necessary for contract management or audit purposes. An implementation for change will be coordinated with the awarded vendor.

M. CHANGE ORDERS

A change order refers to changes in the proposal/statement of work originally agreed to by the member, vendor, and KCDA, as referenced on the original authorized KCDA purchase order.

Whether initiated by the member or vendor, all parties must agree to the cost adjustments to the project.

1. Change Order Process: When KCDA receives a change order signed/approved by both the member and the vendor, KCDA will review the proposal against the awarded contract and revise the original KCDA PO to the vendor by adding additional PO lines for each change order and forwarding a revised KCDA PO to the vendor, reflecting the new totals.

2. Revised PO Process: The member may email a revised PO to KCDA, attaching a copy of the change order or the proposal for review. Once KCDA verifies quoted prices against the contract, KCDA will revise the original KCDA PO to the vendor by adding additional PO lines for each change order and forwarding a revised KCDA PO to the vendor, reflecting the new totals.

- It is imperative to clearly communicate, and document all change order requests or directives and approvals, whether verbal, written, or emailed.
- No changes will be made to a KCDA PO unless authorized representatives of the member and vendor have agreed to the costs via signed change order or revised PO.
- Vendor must submit appropriate justification per contract documents to KCDA.
- The approved change order or revised PO, along with supporting proposal/documentation must be reviewed by KCDA for pricing and scope approval in order to update the existing PO.
- KCDA's Purchase Order must match the vendor invoice.

N. CHRISTIAN DOCTRINE

Any federal, state and local governing authority's/jurisdiction's statutes, codes, rules and regulations referenced and/or govern the products, services and activities relating to and are part of this solicitation, whether or not physically noted or included, shall be complied with and adhered to as required. It is sole responsibility of the bidder to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

Signature Danielle Patterson

Must be same signature that appears on the bid response forms

ATTACHMENT D
Comprehensive Price List

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

Use this layout example, or another format, to submit bid pricing for all installation, sitework, site prep, demo, and any other necessary line items and options for Playground Equipment, Surfacing & Site Amenities. If costs are not documented in the pricing pages, they must be justified by an approved costing method. **All pricing must include the 2% service fee.**

Company Name: ___Allplay Systems_____

Category	Description	Unit of Measure	KCDA Bid price
Examples:			
Installation			
	please see submitted contractor pricing		
Demo			
Sitework			
Site Prep			
Misc. Items			
Performanc Bond	Our bonds are 3% for payment and performance.	per email from Danielle dtd 3/24/25	

***All Public Works must be prevailing wage rates.**

Allplay Systems - KCDA INSTALLATION RATES 2026

ALL PRICES BASED ON NORMAL SOIL CONDITIONS AND GOOD ACCESS FOR 6' WIDE 8,000# SKID STEER AND PARKING WITHIN 50' UNLESS OTHERWISE SPECIFIED
INSTALLATION PRICES BASED ON CONSECUTIVE DAYS ON SITE UNLESS QUOTED OTHERWISE (RE-MOBE FEES MAY APPLY FOR EACH SEPARATE RETURN)
ALL PRICES ARE FOR INSTALLATION ONLY UNLESS SPECIFIED OTHERWISE
PRICES ARE FOR DIGGING THROUGH DIRT SUB-GRADE
DIGGING THROUGH DRAIN ROCK, ROCK BASE, CONCRETE, ASPHALT, WOODCHIPS, DRAIN SYSTEMS, OR ANY OTHER DEBRIS IS NOT INCLUDED IN PRICES UNLESS OTHERWISE SPECIFIED
PRICES ARE FOR LOCAL INSTALLATION ONLY. OUT OF TOWN AND OUT OF AREA UPCHARGES MAY APPLY FOR ALL JOBS OVER 50 MILES FROM CARBONADO, WA
REFER TO OUT OF TOWN AND OUT OF AREA SHEET.
PRICES DO NOT INCLUDE ANY OTHER PAPERWORK OR REQUIREMENTS OTHER THAN WASHINGTON STATE PREVAILING WAGE AND CERTIFIED PAYROLL UNLESS OTHERWISE SPECIFIED.
PRICES DO NOT INCLUDE PERMITS AND FOOTNG INSPECTIONS UNLESS OTHERWISE SPECIFIED.
ALL EQUIPMENT MUST BE ABLE TO BE DELIVERED TO THE SITE ON THE DAY THE INSTALLATION STARTS AND IS THE RESPONSIBILITY OF THE CUSTOMER AFTER DELIVERED TO SITE. STORAGE CONTAINERS CAN BE SUPPLIED FOR ADDITIONAL CHARGES.
EQUIPMENT STAGED ON SITE MUST BE WITHIN 50' OF THE AREA TO BE INSTALLED.

MODULAR PLAY STRUCTURES:

DELUXE INSTALLATION 5" POSTS 44% OF LIST PRICE
DELUXE INSTALLATION 3.5" POSTS 44% OF LIST PRICE
DELUXE INSTALL INCLUDES THE FOLLOWING:
DISPOSAL OF PACKAGING
HAUL AWAY DIRT
RECEIVE SHIPMENT AT R&R SHOP OR MEET TRUCK AND OFFLOAD AT SITE
PREVAILING WAGE/CERTIFIED PAYROLL
PRIVATE AND PUBLIC UTILITY LOCATE*
PRE-INSTALLATION INSPECTION LOCAL ONLY
*PRIVATE LOCATE FEE OF $500 FOR POs UNDER $12,000.00

FREE STANDING EQUIPMENT:

BERLINER 44% OF LIST PRICE
SPIN MAX $ 1,430.00
SPACE NETS 44% OF LIST PRICE
FREESTANDING SLIDES 44% OF LIST PRICE
HILLSIDE SLIDES 67% OF LIST PRICE
MISC. CLIMBERS $ 220.00 PER HOLE
DOME CLIMBERS (LARGE) $ 2,200.00
(SMALL) $ 1,140.00

SWING SET ONE BAY $ 2,200.00
ADDITIONAL BAYS $ 1,120.00
SPRING TOYS (WITH J-BOLTS) $ 565.00 PER SPRING
SPRING TOYS (DIRECT BURY) $ 390.00 PER SPRING
BACKHOE DIGGER $ 390.00

SITE FURNISHINGS AND SPORTS EQUIPMENT:
BENCH $ 225.00 PER HOLE
BENCH (PORTABLE) $ 205.00
SINGLE PEDESTAL PICNIC TABLE $ 570.00 PICNIC TABLE (PORTABLE) $ 250.00
BBQ GRILL $ 250.00 PER HOLE
BIKE RACK $ 250.00 PER HOLE
BIKE RACK (PORTABLE) $ 190.00
TRASH RECEPTACLE $ 250.00
SURFACE MOUNT ITEMS: SAME AS ABOVE
TETHERBALL POLE (THROUGH DIRT) $ 290.00
FUNNEL BALL (THROUGH DIRT) $ 455.00
BASKETBALL SET (SINGLE POST) 4' EXTENSION $ 2,200.00
6' EXTENSION $ 2,600.00
(DOUBLE POST) $ 2,600.00
ADJUSTABLE $ 3,300.00
SOCCER GOALS (PERMANENT) $ 1,800.00 EA.
(PORTABLE) $ 1,200.00 EA.
VOLLEYBALL POLES $ 560.00 EA.
BLEACHERS CALL FOR QUOTE

EXTRA DIGGING CHARGES:
DIG BY HAND $ 90.00 PER HOLE
DIG WITH DINGO $ 60.00 PER HOLE
THROUGH: WOOD CHIPS $ 90.00 PER HOLE
ROCK BASE, PEA GRAVEL, OR SAND $120.00 PER HOLE
ASPHALT ($120.00 MINIMUM) $120.00 PER HOLE
RUBBER TILE $120.00 PER HOLE
CONCRETE CALL FOR QUOTE
TALK TUBES THROUGH ASPHALT
OR CONCRETE UP TO 4" THICK $800 PLUS $ 40.00 PER FOOT
TALK TUBES THROUGH WOODCHIPS $425 PLUS $ 30.00 PER FOOT

BORDER AND SURFACING:
RECYCLED PLASTIC BORDER $ 12.00 PER FOOT
PLASTIC BORDER RAMP $ 120.00
SPIKES THROUGH ASPHALT $ 18.00 EACH
SPIKES THROUGH CONCRETE $ 35.00 EACH
PRESSURE TREATED BORDER: **SINGLE LAYER**
SUPPLY AND INSTALL 6 X 6 $ 30 PER FOOT
SPREAD WOOD CHIPS (WITHOUT FABRIC) $ 880.00 PLUS $ 35.00 PER YARD
SUPPLY AND SPREAD FABRIC $ 1.15 PER SQ FT
TOP OFF WOOD CHIPS 3" TO 6" $1.98 PER SQ FT PLUS $ 40.00 PER YARD
SPREAD/COMPACT EWF IN TWO LIFT MIN. $1.98 PER SQ FT PLUS $ 80.00 PER YARD
SPREAD DRAIN ROCK/GRAVEL $ 950.00 PLUS $ 49.00 PER YARD
*** EXTRA CHARGES IF NOT DELIVERED TO SITE ***
*** WOOD CHIPS (.45 X YARDS X FEET AWAY FROM SITE)
*** GRAVEL (.55 X YARDS X FEET AWAY FROM SITE)
WEAR MATS ($155.00 MINIMUM) $ 23.00 SQ FT + $ 28.00 PER GROUND ANCHOR

TILES DELUXE INSTALLATION
(INCLUDES OFFLOADING ON SITE, DISPOSAL OF PACKAGING, PERIMETER CUTTING, AND SIMPLE PATTERNS)
NON-INTERLOCKING TILES OVER CONCRETE OR ASPHALT $ 8.25 PER SQ FT
OVER CRUSHED ROCK $ 12.85 PER SQ FT
INTERLOCKING TILES OVER CONCRETE OR ASPHALT $ 9.90 PER SQ FT
OVER CRUSHED ROCK $ 15.00 PER SQ FT

ADDITIONAL CHARGES
PREVAILING WAGE FEE (FOR INSTALLS UNDER $12,000) $ 230.00
ON BASE JOBS INSTALL X 1.30
DAVIS BACON WAGES INSTALL X 1.30
LCP TRACKER INSTALL X 1.10
UNION JOBS INSTALL X 1.20
FOOTING INSPECTIONS INSTALL X 1.20
OUT OF TOWN CHARGE (SEE CHART) INSTALL X 1.30
OUT OF TOWN JOBS FOR ORDERS UNDER $12,000.00 CALL FOR QUOTE
OUT OF AREA (SEE CHART) INSTALL X 1.10
OVER VAULT INSTALL X 1.30

(COVERS ALL SITUATIONS AS LONG AS WE CAN DRIVE EQUIPMENT UP TO 10,000# OVER VAULT AND HAVE MINIMUM 6” OF FOOTING DEPTH)
REPAIR AND SERVICE HOURLY RATE ($880 MINIMUM) $155.00/MAN HOUR ROUND TRIP
MINIMUM LOCAL INSTALLATION INCLUDING LOCATES $ 2,600.00
MINIMUM OUT OF AREA INSTALLATION INCLUDING LOCATES $ 3,300.00
MINIMUM OUT OF TOWN INSTALLATION INCLUDING LOCATES $ 5,500.00
REMOBILIZATION OF EQUIPMENT $ 1,100.00
6’ TEMP FENCE (CHAIN LINK) $600.00 MINIMUM $ 5.50 /FOOT

ATTACHMENT E
Deviations

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

INSTRUCTIONS:

1. If "NO" is checked below, complete this form by signing it at the bottom.
2. If "YES" is checked below, either insert answers into this form or create a Microsoft Word table format to provide narrative explanations of exceptions. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
3. Scan this form plus any attachments into a single PDF document.
4. Title the file "Attachment F - Deviations".
5. Exceptions to local, state or federal laws cannot be accepted under this bid.

☒ **NO, this bidder does not have deviations (exceptions or alternates) to any terms, conditions and/or specifications listed in the bid documents.**

☐ **YES, this bidder has the following deviations to the terms, conditions and/or specifications listed in the bid documents.**

Section/Item	Specification (describe)	Details of Deviation

Signature _____

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (January 28, 2026), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Allplay Systems
Bidder's Business Name

Danielle Patterson
Signature of Authorized Official*

Danielle Patterson
Printed Name

managing partner
Title

3/4/2026 Sequim WA
Date City State

Check One:
Sole Proprietorship ☐ General Partnership ☐ LLC ☒ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:
Washington

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

KCDA PURCHASING COOPERATIVE
18639- 80TH Ave S. • P.O. Box 5550 • Kent, WA 98064-5550 • Phone 425-251-8115 • Fax 253-395-5402 • www.kcda.org

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, KCDA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in KCDA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as KCDA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

Termination for Cause of Convenience

For a participating agency purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract 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."

Respondent will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national

origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

Davis Bacon Act and Copeland "Anti-Kickback" Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of $2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 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"), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction sub agreements. In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at https://sam.gov/content/wage-determinations. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination. As this Project is also subject to Washington Prevailing Wage requirements, Respondent and its Subcontractors of all tiers must pay the higher of the two wages (Prevailing and Davis-Bacon) when they are not the same.

Respondent further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of $100,000 that involve the employment of mechanics or laborers, Respondent shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in the 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.

Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient 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.

Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 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 contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify KCDA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549. Respondent will comply, and shall assist the Client and KCDA in complying, with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement) in 2 CFR part180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents 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 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. See 2 CFR 200.323. 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.

Profit as a Separate Element of Price

For purchases using federal funds in excess of $250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.324(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with KCDA.

General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

Bid #26-315 Playground Equipment, Surfacing & Site Amenities

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.		
Respondent Certification (By Item)	**Respondent Certification:** YES, I agree or NO, I do NOT agree	**Initial**
1. Violation of Contract Terms and Conditions	yes	dcp
2. Termination for Cause of Convenience	yes	dcp
3. Equal Employment Opportunity	yes	dcp
4. Davis-Bacon Act	yes	dcp
5. Contract Work Hours and Safety Standards Act	yes	dcp
6. Right to Inventions Made Under a Contract or Agreement	yes	dcp
7. Clean Air Act and Federal Water Pollution Control Act	yes	dcp
8. Debarment and Suspension	yes	dcp
9. Byrd Anti-Lobbying Amendment	yes	dcp
10. Procurement of Recovered Materials	yes	dcp
11. Profit as a Separate Element of Price	yes	dcp
12. General Compliance with Participating Agencies	yes	dcp

Allplay Systems
Name of Business

Danielle Patterson
Signature of Authorized Representative

Danielle Patterson
Printed Name

3/4/2026
Date

Allplay Systems, LLC
PO Box 1886
Sequim, WA 98382

Phone: 1.888.531.4881
Fax: 1.888.655.6412
www.allplaysystems.com

Allplay Systems Marketing Plan

Allplay Systems is very aggressive in spreading the word about the benefits of using the KCDA Playground Contract. Every year we attend dozens of Trade Shows, Conferences, Special Events and Lunch and Learns with various organizations. Our trade show shedule includes the Oregon and Washington Park and Recreation Conferences, the Oregon and Washington Athletic Directors' shows, the Oregon and Washington ASLA conferences, the CPSI Training courses, the Oregon Leauge of Cities, Oreogn and Washington Maintenace Seminars, the KCDA Vendor Showcase and others. At each of these events, we proudly display the KCDA Purchasing Co-Op signs and talk about the ability of the client to control the purchasing decision and fullfill their obligation to purchase from a public bid. We also educate the Landscape Architects during our lunch and learns of the power the KCDA Contract will give their clients in the design and purchasing phases of new park development. We also reinforce that narrative to our sales representtives in our weekly Zoom Team Meetings.