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## **TAB 1 – VENDOR CONTRACT AND SIGNATURE FORM**

### *VENDOR CONTRACT*

Between Landscape Structures Inc. and

*THE COOPERATIVE PURCHASING NETWORK (TCPN)*

For

**Playground & Park Equipment, Installation, Service, and Related Items**

The following pages will constitute the contract between the successful vendor(s) and The Cooperative Purchasing Network (hereinafter referred to as "TCPN"), having its principal place of business at 11280 West Road, Houston, TX 77065. Respondent shall include in writing any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract

This contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

### **GENERAL TERMS AND CONDITIONS**

#### **Cancellation for non-performance or contractor deficiency:**

TCPN may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TCPN reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. TCPN may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TCPN reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TCPN reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to TCPN. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

### **COOPERATIVE PURCHASING**

This contract is based on the need for TCPN to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.

**Cooperative purchasing agreements:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

**Cooperative purchasing contracts:** Offeror agrees all prices, terms, warranties, and benefits granted by offeror to Members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements

### **Customer Support**

The vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The vendor shall respond to such requests within one (1) working day after receipt of the request.

### **Assignment of Contract**

No assignment of contract may be made without the prior written approval of TCPN. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN.

Awarded vendor is required to notify TCPN when any material change in operations is made that may adversely affect TCPN's members, (i.e. bankruptcy, change of ownership, merger, etc.)

### **FORM OF CONTRACT**

**Contract type:** The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

**Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires TCPN and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

**Parol evidence:** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

**Vendor contract documents:** TCPN will review proposed vendor contract documents. Vendor's contract document shall not become part of TCPN's contract with vendor unless and until an authorized representative of TCPN reviews and approves it.

### **LICENSES**

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TCPN reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## **Disclosures**

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

## **Renewal of Contract**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) one –year extensions. TCPN shall review the contract prior to the renewal date and notify the current awarded vendor each year of the contract renewal. Awarded vendor shall honor the administrative fee for any sales occurred beyond 30 days on any sales made based on a TCPN contract whether awarded a renewal or not. TCPN reserves the right to exercise two (2) one-year extensions at the same time.

## **Funding Out Clause**

Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

## **Ordering Procedures**

Purchase orders are issued by participating entities to the awarded vendor stating “*Per TCPN Contract*”.

## **Audit rights**

Supplier shall, at Supplier's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TCPN shall have the authority to conduct random audits of Supplier's pricing that is offered to eligible entities at TCPN's sole cost and expense.

Notwithstanding the foregoing, in the event that TCPN is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, TCPN shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. TCPN may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

## **Contract placed on hold**

TCPN shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

## **Novation**

If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TCPN reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

## **Order of precedence**

In the event of a conflict in the provisions of the contract as accepted by TCPN, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

## **Inspection & Acceptance**

Contractor shall deliver said materials purchased on this contract to the TCPN member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the contractor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the contractor at no cost to the purchasing agency. The contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

## **SITE REQUIREMENTS**

**Cleanup:** Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Contractor shall not begin a project for which Member has not prepared the site, unless contractor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at an schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Stored materials:** Upon prior written agreement between the contractor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

**Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TCPN Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

**Tax Exempt Status**

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

**Reporting**

The awarded vendor shall electronically provide TCPN with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to TCPN offices at [reporting@tcpn.org](mailto:reporting@tcpn.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

**Vendor Name**  
**TCPN Report**  
**Month or Quarter**

Entity Name	Zip Code	State	PO or Job#	Sale Amount

**Total** \_\_\_\_\_

## Payments

The entity using the contract will make payments directly to the awarded vendor.

## Pricing

The awarded vendor agrees to provide pricing to TCPN and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost. Price increases must be approved by TCPN. However, the awarded vendor must honor previous prices for thirty (30) days after approval and written notification from TCPN if requested. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

All pricing submitted to TCPN shall include the administrative fee to be remitted to TCPN by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with TCPN. All price changes shall be presented to TCPN for acceptance, using the same format as was accepted in the original contract.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

## Price reduction and adjustment

Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from TCPN. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) TCPN has approved the new prices prior to any offer of the prices to a Member. Contractor shall offer TCPN any published price reduction during the contract period.

## PRODUCT LINES

### Current products

Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

**Discontinued products:** If a product or model is discontinued by the manufacturer, contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

**New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor 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, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. TCPN may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. TCPN may reject any additions without cause.

**Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

**Product line:** Offerors with a published catalog may submit the entire catalog. TCPN reserves the right to select products within the catalog for award without having to award all contents. TCPN may reject any addition of equipment options without cause.

### **Administrative Fees**

The awarded vendor agrees to pay administrative fees to TCPN of **three (3%) percent** on gross sales: (Sales will be calculated for fiscal year of January 1<sup>st</sup> through December 31<sup>st</sup> and reset each year)

### **Warranty conditions**

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

### **Indemnity**

The awarded vendor shall protect, indemnify, and hold harmless TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract. Any litigation involving TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's members shall be in the jurisdiction of the participating agency.

### **Franchise Tax**

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

### **Marketing**

Awarded vendor agrees to allow TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.

### **Supplemental Agreements**

The entity participating in the TCPN contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement.

### **Certificates of Insurance**

Certificates of insurance shall be delivered to the TCPN participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

### **Legal Obligations**

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.



**Protest**

Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CDT. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with the Director of TCPN and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

**Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

## **Prevailing Wage**

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (TCPN or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

## **Miscellaneous**

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

TCPN reserves the right to request additional items not already on contract at any time.

## STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with TCPN and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama *	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

**Cities, Towns, Villages, and Boroughs including but not limited to:**

CITY OF ADAIR VILLAGE  
 CITY OF ASHLAND  
 CITY OF AUMSVILLE  
 CITY OF AURORA  
 CITY OF BEAVERTON  
 CITY OF BOARDMAN  
 CITY OF BURNS  
 CITY OF CANBY  
 CITY OF CANYONVILLE  
 CITY OF CLATSKANIE

CITY OF COBURG  
CITY OF CONDON  
CITY OF LA GRANDE  
CITY OF LEBANON  
CITY OF MILL CITY  
CITY OF MILWAUKIE  
CITY OF MOSIER  
CITY OF NORTH PLAINS  
CITY OF OREGON CITY  
CITY OF PILOT ROCK  
CITY OF PORTLAND  
CITY OF POWERS  
CITY OF RIDDLE  
CITY OF SANDY  
CITY OF SCAPPOOSE  
CITY OF SHADY COVE  
CITY OF SHERWOOD  
CITY OF ST. PAUL  
CITY OF TIGARD, OREGON  
CITY OF TUALATIN, OREGON  
CITY OF WARRENTON  
CITY OF WILSONVILLE  
CITY OF WINSTON  
LEAGUE OF OREGON CITIES  
PORTLAND DEVELOPMENT COMMISSION  
CITY OF BATON ROUGE  
CITY OF BOSSIER CITY  
CITY OF KENNER  
CITY OF LAFAYETTE  
CITY OF LAKE CHARLES  
CITY OF METAIRIE  
CITY OF MONROE  
CITY OF NEW ORLEANS  
CITY OF SHREVEPORT

**Counties including but not limited to:**

BOARD OF WATER SUPPLY  
COUNTY OF HAWAII  
MAUI COUNTY COUNCIL  
CADDO PARISH  
CALCASIEU PARISH  
EAST BATON ROUGE PARISH  
JEFFERSON PARISH  
LAFAYETTE PARISH  
LIVINGSTON PARISH  
ORLEANS PARISH  
PLAQUEMINES PARISH  
RAPIDES PARISH  
SAINT TAMMANY PARISH  
TERREBONNE PARISH  
WEST BATON ROUGE PARISH

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT

BROOKING HARBOR SCHOOL DISTRICT NO. 17-C  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO. 29  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON COUNTY SCHOOL DISTRICT NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN COUNTY SCHOOL DISTRICT 95C  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MULTISENSORY LEARNING ACADEMY  
MUL TNOHAH EDUCATION SERVICE DISTRICT  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
PHOENIX TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
REDMOND SCHOOL DISTRICT

REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
JEFFERSON PARISH SCHOOL DISTRICT  
LAFAYETTE PARISH SCHOOL DISTRICT  
LIVINGSTON PARISH SCHOOL DISTRICT  
ORLEANS PARISH SCHOOL DISTRICT  
RAPIDES PARISH SCHOOL DISTRICT  
TERREBONNE PARISH SCHOOL DISTRICT

**Higher Education**

BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLUMBIA GORGE COMMUNITY COLLEGE  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
ROGUE COMMUNITY COLLEGE  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPUQUA COMMUNITY COLLEGE  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
ARGOSY UNIVERSITY

BRIGHAM YOUNG UNIVERSITY-HAWAII  
COLLEGE OF THE MARSHALL ISLANDS  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
UNIVERSITY OF HAWAII AT MANOA

**State Agencies**

BOARD OF MEDICAL EXAMINERS  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPARTMENT OF TRANSPORTATION  
OREGON DEPARTMENT OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPARTMENT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATON CENTER  
SEIU LOCAL 503, OPEU  
ADMIN. SERVICES OFFICE  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII HEALTH SYSTEMS CORPORATION  
SOH-JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPARTMENT OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPARTMENT OF EDUCATION

## **GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on the following page certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TCPN shall be the sole judge on the acceptance of exceptions/deviations and TCPN's decision shall be final. )*

Page 12 of 43, Paragraph "Inspection and Acceptance

All Landscape Structures playground equipment is manufactured to order. Standard lead time is 2 weeks on standard product. Expedited orders will be considered on a case-by-case basis. Custom product lead time is determined at time custom product is quoted.

Page 14 of 43, Paragraph "Pricing"

Due to the nature of playground design it is not cost beneficial to the customer nor in the customer's best interest to include freight at the component level. Freight will be quoted to the customer prior to order from Landscape Structures' established freight charts or freight quote on a freight prepaid and added basis.



### SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company name Landscape Structures Inc.  
Address 601 7th Street South  
City/State/Zip Delano, MN 55328  
Telephone No. 763-972-3391  
Fax No. 763-972-3185  
Email address fredcaslavka@playlsi.com  
Printed name Fred Caslavka  
Position with company Chief Financial Officer  
Authorized signature *Fred Caslavka*

Accepted by The Cooperative Purchasing Network:

Term of contract July 1, 2012 to June 30, 2015

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not.

*Robert A. Pechacek*  
President/CEO

6/26/2012  
Date

Robert A. Pechacek  
Print Name

*Bob Baker*  
Authorized Signature - Region 4 ESC

6/27/12  
Date

Bob Baker  
Print Name

TCPN Contract Number R5202

## **TAB 2 – QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

### **1. States Covered**

Bidder must indicate any and all states where products and services can be offered.

**Please indicate the price co-efficient for each state if it varies.**

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> California           | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maryland             | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Massachusetts        | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Michigan             | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Minnesota            | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Mississippi          | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Missouri             |   |

**All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

### **2. Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

It is the policy of some entities participating in TCPN to involve minority and women business enterprises and historically utilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

#### **a. Minority/Women Business Enterprise**

Respondent certifies that this firm is an M/WBE

Yes  No

#### **b. Historically Underutilized Businesses**

Respondent certifies that this firm is a HUB

Yes  No

**3. Residency**

Responding Company's principal place of business is in the city of Delano State of MN

**4. Felony Conviction Notice**

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.
  - If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

**5. Processing Information**

Company contact for:

Contract Management

Contact Person: Elaine Harkess  
Title: Contract Administrator  
Company: Landscape Structures Inc.  
Address: 601 7th Street South  
City: Delano State: MN Zip: 55328  
Phone: 763-972-3391 Fax: 763-972-3185  
Email: elaineharkess@playlsi.com

Billing & Reporting/Accounts Payable

Contact Person: Lynn Bartels  
Title: Credit Accounting Manager  
Company: Landscape Structures Inc.  
Address: 601 7th Street South  
City: Delano State: MN Zip: 55328  
Phone: 763-972-3391 Fax: 763-972-3185  
Email: lynnbartels@playlsi.com

**Marketing**

Contact Person: Lynn Pinoniemi  
 Title: Director of Marketing  
 Company: Landscape Structures Inc.  
 Address: 601 7th Street South  
 City: Delano State: MN Zip: 55328  
 Phone: 763-972-3391 Fax: 763-972-3185  
 Email: lynnpinoniemi@playlsi.com

**6. Distribution Channel:** Which best describes your company's position in the distribution channel:

- Manufacturer direct     Certified education/government reseller  
 Authorized distributor     Manufacturer marketing through reseller  
 Value-added reseller     Other \_\_\_\_\_

**7. Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.  Yes  No  
*(If answer is no, attach a statement detailing how pricing for TCPN participants would be calculated.)*
- Pricing submitted includes the required TCPN administrative fee.  Yes  No  
*(Fee calculated based on invoice price to customer)*
- Additional discounts for purchase of a guaranteed quantity?  Yes  No

Sales volume is confidential information. Equipment sales under cooperative purchasing contracts exceeded \$7.5 million. Detailed information can be provided upon request if considered for award.

**8. Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
HGAC	6%	10/31/12	See above
Oregon State Contract	6%	1/31/13	See above
Minnesota State Contract	6%	4/30/13	See Above
Ohio State Contract	6%	2/28/13	See Above
California Multiple Award Schedule (CMAS)	6%	7/31/13	See Above
New York State Contract	1%	12/31/12	See Above

## **TAB 2 – QUESTIONNAIRE**

Please respond to the questions listed below regarding parts, service, shipping, repair, and warranty. (Place in tab 2 of your response).

### **1. Please describe the quality program(s) within your company and the program which measures your service work.**

#### **Our Cool Journey**

“Cool Journey” is our continuous improvement program. It started in Fall 1999 and has dramatically improved our lead times, efficiencies and organizational effectiveness. As a “lean” company, Landscape Structures can do some pretty amazing things. Even though our standard lead time is two weeks on standard products, we can literally manufacture an entire order for one of our configurable play structures within two days. We do this without pulling the product from finished goods inventory. In other words, we start manufacturing the playstructure when the order is received.

Through our *Kaizen* events and daily improvement efforts, we have tackled thousands of issues throughout the company like significantly improving paint line changeover times and decreasing the cost of our annual catalog. In all opportunities, the cross-functional thoughts and talents of our employee-owners have found innovative solutions to help us run better, faster and smarter.

Here is a sample of the improvements we have made. Please note it is about providing our customers with a premier experience, not cost savings!

- Manufacturing lead-time has been reduced from 40 days to two days. If a customer is in a bind, we can do even better (in hours!) with no upcharge!
- Most replacement parts are shipped out within two business days. We have provided replacement parts on product that was installed in the late 70s. Promptly responding to replacement part requests reduces the amount of time the children can't play on the equipment and significantly reduces the chances of a child getting injured. We have had on-time deliveries of 99.4% or better to our customers for nine years running.
- If a customer contacts us with a challenge we catalog it, trend it and drill down to the source to make sure it does not happen again.
- Kaizen activity has focused on safety and ergonomics since the start of 2009. During one event alone we implemented over 50 improvements! As a company, we have zero lost time days in 2010, one our biggest accomplishments.

#### **Manufacturing Competencies, Capabilities and Certifications**

Our manufacturing area is much more than state-of-the-art. We utilize lean techniques (*kaizen*) when producing our premier playgrounds. Rather than mass produce each part and carry them in inventory, which increases your cost, we completely build-to-order.

Every playground is designed, engineered, manufactured and shipped as a single order, rather than a bunch of parts pulled from shelves and put together. We simultaneously assemble the kits in different buildings, for any given order, in roughly the same time period every day. Our build-to-order philosophy makes us lean, nimble and incredibly efficient. And it truly sets us apart.

At Landscape Structures, we also use the best quality materials available, combined with continually improving processes, to provide the best playground and skatepark solutions offered in the market.

As employee owners in the ESOP program, we all take pride in the company. This pride is evident through the highest quality workmanship in the industry. Every employee drives to improve everything we do. Landscape Structures employees, along with our representatives, are part of the Landscape Structures team

that together provide the best products, service and support in the industry, hands down.

#### **ISO 9001:2000 and ISO 14001:2004**

ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide. Our customers can purchase from Landscape Structures with confidence, because we have the processes in place to manufacture a quality product while being conscious of how we are impacting the environment.

Landscape Structures received its certification to the ISO 9001:1994 standard in 1996 and to the updated ISO 9001:2000 standard in 2003. We received our certification to the ISO 14001:1996 standard in 1998 and to the updated 14001:2004 standard in 2005. An independent third party audits Landscape Structures twice a year to ensure we maintain our certifications. We are the first U.S. playground manufacturer to achieve ISO certification, and the seventh company in the state of Minnesota to do so.

- ISO 9001:2000 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality.
- ISO 14001:2004 drives us toward operating in a manner that is environmentally conscious.

Both standards provide guidelines for establishing and sustaining our quality and environmental management programs.

#### **2. Describe your expectations of your subcontractors for installation and repairs. How does your company verify these expectations are being met?**

Professional installations are performed by Landscape Structures certified installers with NPSI certification. Installers are required to get the customer's signature on a Certificate of Customer Acceptance prior to payment. In addition, Landscape Structures has two full-time staff members devoted to installation concerns and questions from both professional installers and customers. Besides normal business hours they are available on weekends, an especially significant benefit as most volunteer installs are held on Saturday and Sunday.

#### **3. Describe how your company tracks completion of repairs and what information is required to be submitted by the service center prior to payment.**

Landscape Structures is a manufacturer and provides parts only. Requests for replacement parts are handled on the local level through the independent sales representative. The sales representative works closely with the customer to provide the correct parts and arrange for installation by a certified installer if requested by the customer.

#### **4. Describe your company's post-installation and warranty support**

Landscape Structures will provide replacements that are identical to the original equipment except for situations where the original product has been redesigned for safety or conformance reasons. In these situations Landscape Structures will provide replacements that are similar in form, fit and function.

- Most replacement standard hardware and other common parts can be shipped within 24 to 48 hours of processing a damaged or replacement part request. Other standard replacement parts can be shipped within two to seven days depending on the item. Custom or retrofit products orders may take six to eight weeks manufacturing. Exceptions are made with our quick ship program.
- Landscape Structures maintains records for all customer orders for a period of over 25 years. Our archived records include all documentation of orders including customer purchase orders, playground layout drawings, order acknowledgements, invoices, shipment documents and more.
- Landscape Structures can also provide installation instructions, maintenance documents, inspection checklists and maintenance materials including touch up paint, sand paper, emery cloth and graffiti remover for most playstructure orders sold within the past 20 years.

- Service calls will be answered by phone within 24 hours during normal business hours. Site visits will be arranged as needed.

Landscape Structures was the first in our industry to provide a 100 year warranty. We became challenged with the various definitions of "lifetime warranty" as we frequently found it meant five years or less. We decided that since we were already standing behind our products, we would make sure our warranty truly reflects our approach. To this day, if the product does not perform as expected we will work with the customer to reach a fair resolution, regardless of our stated warranty.

- 2012 warranty certificates for Landscape Structures Inc., PlaySense® and Skatewave® are included per RFP instructions.
- Landscape Structures Inc. warrants that all playstructures and/or equipment sold will conform in kind and quality to the specifications set forth in the specifications manual for the products identified in the Acknowledgement of Order and will be free of defects in manufacturing and material.
- Most standard replacement hardware and other common parts can be shipped within 24 to 48 hours of Landscape Structures receiving and processing a warranty request. Other standard warranty parts can be shipped within two to seven days depending on the item.
- With few exceptions the useful life of our products exceeds their respective warranty period. Usually our customers decide to refresh their play areas with current offerings well before the product actually wears out. We developed a retrofit program just for this purpose. Of course, proper installation and maintenance are critical to extending the life of our products. Even though we have product in the field that is over 30 years old, we believe the average time before it is refreshed or replaced is 10 to 15 years.

**5. Provide the procedure on how your company determines the system design.**

Landscape Structures sales representatives work closely with the customer to determine their project requirements. Once the budget, space, theme (if applicable), and other unique requirements of each customer have been determined, the sales representative works with Landscape Structures playground designers to produce a design for review by the customer.

Quality Design - Landscape Structures' staff of playground designers has long tenure and participates in robust training programs, which account for our strong playground designs. Our designers' chief considerations are safety, flow, capacity, creativity, challenge, age appropriateness and overall play experience. CAD drawings are provided at no cost as part of our service to our customers. CAD drawings have been standard at Landscape Structures since 1993. CPSI-certified playground designers ensure our customers receive safety compliant designs. With our Cofounder and Chairman Steve King, Director of Product Development Randy Watermillier and Compliance Manager Tom Fitzpatrick actively involved with ASTM, IPEMA and NRPA we are able to stay in the forefront of any design and safety developments.

**6. Describe what project scheduling tools your company use to track projects during construction**

When Landscape Structures is required to act as a general contractor on a project, we partner with our local sales representatives to provide project management. As project manager, the sales representative provides the on-site supervision and project control to ensure timely completion. They coordinate with the certified installer and other vendors when applicable to provide a seamless, timely construction process.

**7. How does your company make the proper equipment selection on a turnkey project?**

Landscape Structures manufactures several different product lines, so our customers can get exactly the right playground or skatepark to meet their site, demographics and budget. We also have incredible custom design capabilities with designers and artists who can take nearly any customer idea and make it a reality. Our local sales representatives work closely with the customer to determine their project requirements. Once the budget, space, theme (if applicable), and other unique requirements of each customer have been determined, the sales representative works with Landscape Structures playground designers to produce a design for review by the customer.

**8. Describe your company's performance maintenance system on turnkey projects.**

Landscape Structures provides installation instructions, maintenance documents, inspection checklists and maintenance materials including touch up paint, sand paper, emery cloth and graffiti remover on all structure orders. Installers warranty their labor on the installation for a minimum of one year after completion. Customers are encouraged to take advantage of a maintenance review/briefing after the installation of their equipment.

**9. Describe how your company handles site development and project permitting process.**

Landscape Structures works closely with our local sales representatives and certified installers to provide our customers with the information they need regarding their site to have it prepared properly. In many cases, the local installer can provide the site preparation if required. Local installers have the experience and knowledge to procure the necessary permits required by local authorities.

**10. What is your company's design approach and philosophy for a turnkey project?**

Landscape Structures' philosophy is to provide all the products and services a customer needs to provide them with a complete playground project that exceeds their expectations. We will design a playground to the customer's specifications with the parameters of safety and government guidelines. If a customer can dream it, our custom design team will create it. Working in partnership with our local representatives and installers, Landscape Structures can provide almost any requirement to create a comprehensive turn-key project for our customers.

**11. Describe your company's shipping schedule notification procedures.**

Once Landscape Structures receives an order, the product is entered in the computer scheduling system. Based on the product required, a ship date is scheduled. Every order generates a Sales Order Acknowledgement detailing to the customer what they order. The Scheduled Ship Date is included on this acknowledgement, which is mailed directly to the customer. If there are any conflicts with the shipping schedule, the customer works with their local sales representative to coordinate any adjustments.

**12. Describe how your company deals with shipping delays. How do you notify your customer of delays?**

Landscape Structures has a 99.8% on-time shipping rate. In the event there is a delay in shipment, the local sales representative is notified. They in turn notify the customer to work out a satisfactory solution for the customer. Possible options include but are not limited to: splitting the delayed items into a separate shipment at no charge to the customer; shipping the entire order at a later date agreed upon by the customer and possibly expediting the shipment to meet the customer's requirements; and in very rare events, cancelling the order.

**13. Provide your shipping schedule reporting form. How many times do you update?**

Landscape Structures manufactures and ships orders to customer specifications. Our traffic department monitors and schedules shipments on a daily basis and updates the schedules as needed to ensure the customer is receiving their order in a timely manner.

**14. How many products do you stock? Where?**

Landscape Structures manufactures to order. This allows us to provide our customers with exactly what they want, when they want it. Valuable resources are not wasted manufacturing and storing products that customers might never want. This in turn allows us to provide our customers top quality products at the best price possible.

**15. What is your percentage of on-time delivery? 99.8%**

**16. Indicate who will be providing technical assistance including their title, telephone number, fax number, and e-mail address. Include resume.**



Installation assistance is provided by Landscape Structures technical services team managed by:

Randy Hartneck, Installation Manager

Phone: 763-972-3391

Fax: 763-972-3185

Email: randyhartneck@playlsi.com

*Randy Hartneck* serves as PebbleFlex® and installations manager for Landscape Structures. Randy has been with Landscape Structures for 32 years where he has worked on the production floor and in the office. He has been trained on lean manufacturing, which resulted in leading kaizen events to achieve process improvements in production and office processes. Randy has also managed customer service, order engineering, order keying, traffic and installation specialists. Randy now manages the new Landscape Structures Surfacing Solutions product lines (PebbleFlex and AquaFlex®) and a technical services team, which trains and certifies approximately 100 playground equipment installers throughout the nation.

**17. Provide evidence of your company's ability to shorten the time frame between receiving a service call to problem solution. What does your company do to expedite quotes to the government entity and track completion from the service centers?**

As an employee-owned company, we know that one of our biggest assets is integrity. Our customer service is just one of the ways that this value shines through—every transaction, every playground, every day.

Landscape Structures warrants that all playstructures and/or equipment sold will conform in kind and quality to the specifications set forth in the specifications manual for the products identified in the Acknowledgement of Order and will be free of defects in manufacturing and material. Should the customer find that any of their equipment has an issue, they can contact their local sales representative for assistance.

Once the local sales representative has been notified of issues, they will work with the customer experience team that is in place here at our corporate office in Delano, MN. The original job number and plan will be identified and any warranty issues will be addressed immediately. Most standard replacement hardware can be shipped within 24 hours of processing a warranty request. Other standard replacement parts can be shipped within two to seven days depending on the item.

If replacement parts are needed that are not covered under the warranty, the local sales representative will be able to provide the customer with replacement parts pricing usually within 24 hours.

A ship date and tracking information are always available to the customer upon request. Because we are a lean manufacturer, Landscape Structures manufactures parts when the warranty request or parts order is placed to ensure that customers receive only the highest quality replacement parts.

**18. How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?**

All warranty issues and are documented and tracked when they are received. Warranty replacement orders are tagged in the computer files with the customer's original purchase order number and sales number. In this way Landscape Structures can quickly and easily retrieve all transactions associated with the original purchase. Landscape Structures maintains records for all customer orders for a period of over 25 years. Our archived records include all documentation of orders including customer purchase orders, playground layout drawings, order acknowledgements, invoices, shipment documents and more.

**19. How does your company work to continuously improve the services that you provide?**

Landscape Structures has a formal continuous improvement program called "Cool Journey." Our Cool Journey has dramatically improved our lead times, efficiencies and organizational effectiveness. As a "lean" company, Landscape Structures can do some pretty amazing things. Even though our standard lead time is two weeks on standard products, we can literally manufacture an entire order for one of our configurable

playstructures within two days. We do this without pulling the product from finished goods inventory. In other words, we start manufacturing the playstructure when the order is received.

Through our *Kaizen* events and daily improvement efforts, we have tackled thousands of issues throughout the company like significantly improving paint line changeover times and decreasing the cost of our annual catalog. In all opportunities, the cross-functional thoughts and talents of our employee-owners have found innovative solutions to help us run better, faster and smarter.

**20. What is the policy on replacement parts and costs associated with them? What is the standard lead time for replacement parts and what warranty do they carry?**

Landscape Structures will provide replacements that are identical to the original equipment except for situations where the original product has been redesigned for safety or conformance reasons. In these situations Landscape Structures will provide replacements that are similar in form, fit and function. Costs for standard replacement parts are typically determined at the same time as Landscape Structures establishes prices for our equipment. Custom parts prices are determined at the time the parts are quoted based on supplies and design requirements. Most standard replacement hardware and other common parts can be shipped within 24 to 48 hours of processing a damaged or replacement part request. Other standard replacement parts can be shipped within two to seven days depending on the item. Custom or retrofit products orders may take six to eight weeks for manufacturing. Exceptions are made with our quick ship program.



Membership Information

**Member Directory**



Calendar of Events

News and Articles

Officers, Committees  
and Staff

Certified Products

Links

Members Area



IPEMA Membership is now open to equipment and surfacing manufacturers, as well as entities or individuals interested in promoting play and being involved in the industry.

**Membership Benefits- [Associate Membership Benefits](#) & [Active Membership Benefits](#)**

**Certification**

As a member of IPEMA, you receive discounts on certification. In addition, you receive certification updates and news FIRST.

**Legislative Advocacy & Lobbyist Services**

IPEMA retains the services of a lobbyist to monitor National & State Legislature and notify us on any matters that will affect our industry. Our lobbyist also works on our behalf to introduce legislation for consideration. IPEMA contacts members to request contact with Legislators on specific bills that are under consideration and affect our industry. When necessary, IPEMA calls on the membership to contact their State Senator or Representative to voice their opinion on a specific matter that is about to be voted on. Grassroots support to the legislature is very effective!

**Newsletter & Website Exposure**

In 2007, IPEMA began to distribute a quarterly newsletter, which is filled with up-to-date information for industry members including technical articles, legislative information, association updates, upcoming events, and much more. The IPEMA website provides members with a listing, research and education articles, upcoming events, links to other industry sites, and more. In addition, IPEMA began the Voice of Play initiative and website ([www.voiceofplay.com](http://www.voiceofplay.com)). This website promotes the overall value of play to consumers and links them to the IPEMA website.

**Public Relations**

IPEMA currently works with a public relations firm to promote the value of play to the public, park and recreation officials, schools, etc. As a member, you benefit from the promotion of IPEMA and IPEMA certified products. In addition, as a member of IPEMA, you receive a one-time FREE box of the "Value of Play" brochure to distribute to your clients. They are then available for sale.

**NRPA Exposure**

IPEMA participates in NRPA each year to promote IPEMA members and IPEMA certified equipment and surfacing to Park and Recreation officials.

**Business-to-Business Networking Opportunities**

As an association, IPEMA offers a multitude of networking opportunities. These include membership meetings at ASTM at least 3 times a year and a social at NRPA each year. All members have the opportunity to participate in IPEMA events, membership committees and more! These opportunities give members the chance to network and learn from industry peers.

**Quarterly Sales Reports**

As a member of IPEMA, you have the opportunity to participate in and receive quarterly sales reports.

**ECHO Credit Card Processing**

IPEMA currently partners with Electronic Clearing House, Inc. (*ECHO*), a NASDAQ listed company that has been providing credit card and check processing services for over 25 years. In an age of increasing technology and consumer use of credit cards, IPEMA strongly believes that affordable and reliable merchant services is important to today's manufacturers.

**Mailing Labels**

Entity members at the associate level of membership receive one set of IPEMA member mailing labels a year. You may use these to communicate with industry manufacturers and organizations.

**"Active Membership in the International Play Equipment Manufacturers Association shall be open to any firm, corporation, entity, or individual engaged in the manufacturing of play equipment and related products. Associate Membership in the International Play Equipment Manufacturers Association shall be open to any individual or entity that is involved in selling or utilizing play equipment and related products within the scope of their operation or employment, but not engaged in the manufacturing of play equipment and related products." (IPEMA Bylaws, Article IV, Section 1 & 2)**

IPEMA members who are in good standing may use the IPEMA membership logo, as covered in the [logo usage policy](#). All members who do not participate in IPEMA's third party certification program may not use any of the IPEMA certification logos or use the membership logo in any advertisement or other media to suggest product certification.

To become a member of IPEMA, please download the [Application](#) then mail the completed application along with your first year's membership dues to:

IPEMA

4305 North Sixth Street, Suite A  
Harrisburg, PA 17110

For general information: [Click here](#)

For administration: [Click here](#)

To call, dial: 1-888-944-7362

**[Members of IPEMA](#)**

Filter Manufacturer list by the following criteria:

**Member Type:**  Active Member  Associate Member  Either

**Active Member Product Type:**  Surfacing  Equipment  Either

**State:**

---

**Company:** Landscape Structures Inc.

**Address:** 601 7th Street South  
Delano, MN 55328

**Country:**

**Telephone:** (888) 4FUNLSI

**Fax:** (763) 972-3185

**Email:** [info@playlsi.com](mailto:info@playlsi.com)

**Web Site:** <http://www.playlsi.com>

**Contacts**

**Randy Watermilller**  
763-972-5322  
[randywatermilller@playlsi.com](mailto:randywatermilller@playlsi.com)

**Tom Fitzpatrick**  
(763) 972-5277  
[tomfitzpatrick@playlsi.com](mailto:tomfitzpatrick@playlsi.com)





**Orion Registrar, Inc., USA  
Certificate of Registration**

*This is to certify the Environmental Management System of:*

**Landscape Structures Inc.  
601 7th Street South  
Delano, Minnesota 55328  
USA**

*Has been assessed by Orion Registrar and found to be in  
compliance with the following Environmental Management Standard:*

**ISO 14001:2004**

*The Environmental Management System is applicable to:*

**Design and Manufacture of Playground and Skatepark Equipment including  
Product Development, Pre-sale Design, Order Engineering, Manufacturing  
(including: Fabrication, Welding, Powdercoat Painting, PVC Coating, CNC  
Routing, Rotational Molding, GFRC), Assembly, Distribution, Manufacturing  
Support, Sales and Marketing, Materials Management, Accounting,  
Information Technology and Administrative Functions**

*The Registration period is from November 29, 2008 to November 28, 2011.*

*This registration is subject to the company maintaining its system to the  
required standard, and applicable exceptions, which will be monitored by Orion.*

*. Client ID 00355-00001. Certificate ID A0000509-7.*

*EAC / NAICS / SIC Code: 17 / 33992 / 3499*



*Paul M. Burck*  
**Mr. Paul M. Burck, President**

11/10/2008  
Date



**Orion Registrar, Inc., USA  
Certificate of Registration**

*This is to certify the Quality Management System of:*

**Landscape Structures Inc.  
601 7th Street South  
Delano, Minnesota 55328  
USA**

*Has been assessed by Orion Registrar and found to be in  
compliance with the following Quality Standard:*

**ISO 9001:2008**

*The Quality Management System is applicable to:*

**Design and Manufacture of Playground and Skatepark Equipment including  
Product Development, Pre-sale Design, Order Engineering, Manufacturing  
(including: Fabrication, Welding, Powdercoat Painting, PVC Coating, CNC  
Routing, Rotational Molding, GFRC), Assembly, Distribution, Manufacturing  
Support, Sales and Marketing, Materials Management, Accounting,  
Information Technology and Administrative Functions**

*The Registration period is from January 8, 2010 to November 28, 2011.*

*This registration is subject to the company maintaining its system to the  
required standard, and applicable exceptions, which will be monitored by Orion.*

*Client ID 00355-00001. Certificate ID A0000177-9*

*EAC / NAICS / SIC Code(s): 17 / 33992 / 3499*



*Paul M. Burck*

Mr. Paul M. Burck, President

1/11/2010

Date



**TAB 3 – COMPANY PROFILE****Information About Your Company**

**1. Company's official registered name.** Landscape Structures Inc.

**2. Brief history of your company, including the year it was established.** Landscape Structures Inc. was founded in 1971 by Barb and Steve King and is headquartered in Delano, MN. Quickly becoming one of the leading commercial playground equipment manufacturers in the world, Landscape Structures currently has more than 300 employees and a global network of sale representatives who are all singularly committed to creating healthy, sustainable communities. The employee-owned company has a long, rich history of creating innovative products with incredible safety features and exciting play experiences for children of all abilities.

**Company Facts**

- Incorporated in the State of Minnesota on April 28, 1971
- Company structure: Privately held, ESOP (employee-owned)
- More than 300 full-time employees
- More than 325,000 sq. ft. of manufacturing and distribution space in Delano
- Global network of more than 200 representatives in over a dozen countries
- Manufacture more than 300 different products
- Playground and modular skatepark lines
- Strong commitment to products for children of all abilities
- Sell primarily to cities, schools, communities, churches, landscape architects, developers
- ISO, sustainability focus

See attached *Landscape Structures' History*.

**3. Company's Dnn & Bradstreet (D&B) number.** # 06-478-9787

**4. Corporate office location.** 601 7<sup>th</sup> Street South, Delano, MN 55328

**5. List the total number of sales persons employed by your organization within the United States, broken down by market.**

Landscape Structures does not employ direct sales people. We utilize a network of sales organizations. See attached Local Service Organization Offices

**6. List the number and location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.**

See attached Local Service Organization Offices

**7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:**

a. Sales	Jane Jenewein, Strategic Alliances Manager Phone: 763-972-3391 Fax: 763-972-3185 Email: <a href="mailto:janejenewein@playlsi.com">janejenewein@playlsi.com</a>
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*Jane Jenewein* is responsible for national accounts and management, including cooperative purchasing contracts. She has been with Landscape Structures for nine years. Prior to Landscape Structures, she was in sales and marketing management in the trade show and retail fixtures business. She will be responsible for the overall direction of the TCPN contract implementation including facilitating internal marketing efforts, training our sales force, and providing strategic selling support to the field. At Landscape Structures, Jane is

also responsible for strategic partnerships with national industry affiliates, many of whom have been exposed to buying contracts, i.e. YMCA, JCC, Shane's Inspiration, National Miracle League, etc. All of these partnerships are national in scope.

**b. Sales Support** Elaine Harkess, Contract Administrator  
 Phone: 763-972-3391  
 Fax: 763-972-3185  
 Email: [elaineharkess@playlsi.com](mailto:elaineharkess@playlsi.com)

*Elaine Harkess* is the contracts administrator at Landscape Structures. She is responsible for all existing contract administration including reporting requirements, contract inquiries and requests from public agencies. She also assists in supporting our rep network addressing questions and contract use clarifications. She has been with the company since 1997 overseeing the administration of corporate term contracts, coordinating the preparation of RFP/Bid responses for both term contracts and project specific requests, reviewing contracts and fulfilling insurance and bonding requests. Elaine holds a bachelor's degree from the University of Minnesota.

**c. Marketing** Lynn Pinoniemi, Director of Marketing  
 Phone: 763-972-3391  
 Fax: 763-972-3185  
 Email: [lynnpinoniemi@playlsi.com](mailto:lynnpinoniemi@playlsi.com)

*Lynn Pinoniemi* is the director of marketing at Landscape Structures, where she creates and implements the company's corporate marketing strategy as well as builds synergy between the corporate and rep organizations' marketing approaches. She is also responsible for ensuring Landscape Structures' premier brand identity is continually enhanced. Lynn holds bachelor's degrees in communication and English, with a public relations minor. Lynn previously worked in marketing roles at Delta Environmental Consultants and Star Tribune. Lynn is a member of the International Association of Business Communicators (IABC), where she has held various board positions.

**d. Financial Reporting:** Lynn Bartels, Credit Account Manager  
 Phone: 763-972-3391  
 Fax: 763-972-3185  
 Email: [lynnbartels@playlsi.com](mailto:lynnbartels@playlsi.com)

*Lynn Bartels* serves as a credit account manager for the international market, Canadian market and a portion of the domestic market at Landscape Structures. Lynn's responsibilities are to ensure we are extending credit to worthy customers, collect payment on outstanding invoices and work with our sales representatives to ensure we supply the highest quality of service to our customers with regards to credit and collections. Lynn has completed 1 ½ years of college at Normandale Community College with emphasis on Marketing. Prior to coming to Landscape Structures she worked for International Dairy Queen in their accounting department.

**e. Executive Support:** David Smith, Vice President of Sales  
 Phone: 763-972-3391  
 Fax: 763-972-3185  
 Email: [davidsmith@playlsi.com](mailto:davidsmith@playlsi.com)

*David Smith* serves as vice president of sales at Landscape Structures where he develops and implements strategies to expand the company's customer base and maintain the current customer base, works with marketing and product development to create solutions, products and sales tools that help drive results through the rep channel, and oversees the hiring, training, development and retention of a high performing sales organization. David holds an Executive MBA from the Anderson School of Management at the University of New Mexico. He was previously director of corporate accounts at Connor Sport Court International, and vice president of operations at ExerPlay, Inc., Landscape Structures playground consultant in New Mexico, Arizona, West Texas and Alaska.



Fred Caslavka, CFO  
Phone: 763-972-3391  
Fax: 763-972-3185  
Email: fredcaslavka@playsi.com

*Fred Caslavka, CMA, CPA, has served as CFO at Landscape Structures since 1991. He oversees the risk management, finance, accounting and IT functions. Fred is also a trustee for the company's ESOP program. He is the finance chairman for Volunteers of America and lean accounting instructor for the Manufacturers Alliance. Fred holds a bachelor's degree in accounting, finance and operations management from Drake University.*

**8. Define your standard terms of payment.** Net 30 days from invoice date

**9. Who is your competition in the marketplace?**

Major competitors are Gametime, Miracle Recreation Equipment Company, Playworld Systems, BCI Burke, Little Tykes Commercial, and Park & Play Systems

**10. Overall annual sales for last three (3) years; 2009, 2010, 2011.**

Landscape Structures annual sales for each respective year has been in excess of 85 million dollars. Corporate financials are confidential information. More information is available upon request.

**11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2009, 2009, 2011.**

80% of Landscape Structures sales comes from public sector sales, excluding Federal Government. Corporate financials are confidential information. More information is available upon request.

**12. What is your strategy to increase market share?**

Landscape Structures continues to gain market share in our industry through innovation leadership. Our strength in innovation applies to everything we do including providing our customers with effective programs and services that save them time, money, and resources. Adding TCPN to our customer offering is part of our strategy to increase market share.

**13. What differentiates your company from competitors?**

There are many things that distinguish Landscape Structures from our competitors including manufacturing excellence, the highest quality product, and product innovation. Our biggest value to our customers is total cost of ownership: our product is built to last. We have an unparalleled commitment to inclusive play. We have capabilities like no other manufacturer to provide custom solutions to playground projects, an emerging trend in our industry. As an ESOP organization, the biggest differentiation Landscape Structures has is our people – a culture of ownership, pride, and continuous improvement.

**14. Describe your firm's capabilities and functionality of your on-line catalog/ordering website.**

While our complete catalog is offered for review on-line, currently we do not offer on-line ordering. We believe that because of the nature of our business, our customers are best served with a consultative personal approach.

**15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)**

Hours of operation vary between local offices but are typically 8 a.m. to 5 p.m., Monday through Friday. Many offices have personnel available for early morning, evening or weekend appointments to accommodate the end user.

Landscape Structures client services representatives are available from 7 a.m. to 6 p.m. Central Time, Monday through Friday. Furthermore, our contact center representatives are available from 7:30 a.m. to 5 p.m. CST, Monday through Friday. We also offer a toll-free hotline for installation questions 24 hours a day, 7 days a week.

**16. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.**

Landscape Structures is a recognized innovation leader in the commercial playground equipment industry, dedicated to designing and manufacturing equipment that appropriately challenges children without sacrificing safety. Landscape Structures has been in business since 1971 during which time it has compiled a stellar safety record. To us it is very simple: it is good business to design and manufacture safe equipment.

Our product development process includes extensive in-house and field-testing of new products as well as re-designs. The tests are conducted under many different climatic conditions and with a variety of users worldwide. Our products meet the most current industry standards as published by the Consumer Product Safety Commission (CPSC) and American Society for Testing and Materials (ASTM).

Our 2012 Playground Equipment catalog demonstrates the extent that the International Play Equipment Manufacturers Association (IPEMA) certifies Landscape Structures' playground equipment. IPEMA provides a third party certification service whereby Detroit Testing Laboratory validates our certification to conformance to the ASTM and CPSC guidelines. Landscape Structures' (ISO) 9001 certification through the International Organization for Standardization is further evidence of our pursuit for quality systems and products.

**Claims Experience**

It's inappropriate for us to disclose frequency of claims or information about individual claims. However, American Risk Services, Inc., a risk management consulting firm with over 25 years experience specific to the playground manufacturing industry, observes that Landscape Structures' claim experience is below industry statistics as established by the Insurance Service Office. Landscape Structures' frequency of claims during the past 15 years has remained the same even though units in the field have more than tripled. We at Landscape Structures are quite proud of this.

We believe one of the factors in Landscape Structures' favorable claims experience is the playground maintenance kit provided with every play structure. These kits include maintenance schedules and maintenance instructions specific to the customer's purchase and by play component Landscape Structures was the first in the industry to provide structure specific maintenance kits when they were introduced in 1992.

**Marketing/Sales**

**1. Detail how your organization plans to market this contract within the first 90 days of the award date.**

Upon contract award, our immediate plan includes notification to our rep network, co-branded press releases and social media announcements, presence on our website and intranet providing links and all pertinent contract details and information. Within the first three months of the contract award, we would conduct sales force training through webinars, intranet communication, and personal trainings sessions one-on-one with various rep organizations. In addition we would advertise in all of our current trade publications and promote at all applicable trade shows. We would offer a direct mail and / or email campaign to our rep network to push out to their individual territories and markets.

**2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.**

The most effective way to demonstrate TCPN contract benefits is to first have a good relationship with a customer who wants to buy our product. The greatest value to the customer comes when we can then show

them a way to save time and money, avoid the bid process, and get the product they want by purchasing through TCPN. Our ongoing efforts to demonstrate benefits include providing good local references and case studies where TCPN has proved to be of benefit to a customer.

**3. Explain how your company plans to market this agreement to existing government customers.**

Landscape Structures would include TCPN logo on our ads in publications that existing government customers subscribe to such as Park and Rec Magazine, Rec Management, Principal and American School Business Journal. We would also ensure visibility, accuracy and completeness of TCPN agreement and partnership on our corporate website. We would provide links from our website to TCPN landing page. Our comprehensive marketing plan would focus on several key government entities. We would review this plan each year and adjust contacts, market segments and efforts as needed based on current economic trends. Our plan also includes:

- a. Attendance, booth presence and sponsorship at key national trade shows
- b. Marketing and product support to our national sales force for attendance at key state and regional government trade shows
- c. Advertising in key trade publications that reach these markets
- d. A focus on the school market that includes direct marketing campaigns including mailers and email campaigns
- e. Work closely with sales force to create campaigns targeted at local and state government customers in their territories

**4. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.**

A summary of our 90 day implementation plan is as follows:

Month 1:

- Internal communications company wide with training emphasis on finance, contract management, and customer service staff to ensure knowledge on contract details
- Marketing activities as described above to our marketplace: PR, website announcement, email marketing campaign, inclusion in any ads / articles scheduled for that time period
- Sales force education as detailed below to include intranet communications, webinars, and live meetings where applicable
- Target marketing approach with existing TCPN participating public agencies. This will be executed from both a corporate and local level.
- Invitation to TCPN staff to visit Landscape Structures to gain a better understanding of our business, operations and employees

Month 2:

- Ongoing sales force education
- Create a list of strategic targets with TCPN
- Contact with target customers.
- TCPN representatives will also be encouraged to participate in scheduled sales appointments with our salespeople where appropriate
- Ongoing marketing activities

Month 3:

- Ongoing sales force education
- Ongoing marketing activities
- Continue with mass market marketing and target market approach
- Meeting with TCPN to review progress

**5. Describe how you intend on train your national sales force on the TCPN agreement.**

Sales force education and engagement is critical to contract success. The average tenure of our national sales force with Landscape Structures is 15 years. Most of the rep organizations have a solid base of knowledge and

understanding of national purchasing programs. They have embraced the use of buying contracts and consistently promote to their customers. Our training plan will include, but is not limited to:

- a. Announce and communicate TCPN contract agreement details through our established rep communication channels
- b. Conduct training sessions for new reps and rep organizations at our quarterly in-house training academy, Play U
- c. Provide presentations and other general marketing materials to reps
- d. Conduct webinars to communicate benefits of TCPN as a contract tool
- e. Conduct webinars with sales force to share best practices and selling strategies
- f. Invite TCPN Program Managers to attend our annual sales meeting and/or Regional Sales Meetings as their schedules allow to further reinforce relationships and program promotion

**6. Acknowledge that your organization agrees to provide its company logo(s) to TCPN and agrees to provide permission for reproduction of such logo in marketing communications and promotions.**

Landscape Structures agrees to provide company logos to TCPN and gives permission for use in TCPN marketing activities.

**7. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.**

\$ 1-2 M in year one  
\$ 2-3 M in year two  
\$ 3-5 M in year three

**Administration**

**1. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).**

Landscape Structures has a 10 year history of success with cooperative purchasing programs. This success has been with contracts both at the state and local level, as well as national contracts such as U.S. Communities and HGAC. Collectively, buying contracts have accounted for a significant percentage of our overall business. While we do not have actual numbers to support this, it has been communicated by HGAC that we are their lead manufacturer in our category in terms of sales, engagement, and implementation of their contract. Aundre Petty at HGAC can serve as a reference and his contact information is:

Aundre Petty, Procurement Services Specialist  
Houston Galveston Area Council  
Direct: 713-993-2453  
[aundre.petty@h-gac.com](mailto:aundre.petty@h-gac.com)

**2. Describe the capacity of your company to report monthly sales through this agreement.**

Landscape Structures currently provides various sales reports to multiple cooperative agreements both monthly and quarterly. We will provide monthly reports to meet the requirements of this agreement if awarded.

**3. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.**

Landscape Structures is an equipment manufacturer. We do not provide products or services that require reports as described above. If this becomes a requirement, we will provide reports as required by the customer.

**4. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.**

Landscape Structures proposes to provide a direct bill model whereby Landscape Structures does all of the billing for TCPN orders. This provides reliability of the contracted discount amount extended to each TCPN participating agency. It also ensures accurate reporting to TCPN.

**Green Initiatives**

**Provide company environmental policy and/or green initiative.**

Landscape Structures Commitment to Sustainability

Environmental Objectives

- Reduce energy and water usage
- Reduce scrap versus 2011
- Reduce paper usage
- Reduce impacts of transportation of products and services
- Engage all employees in our sustainability journey
- Develop materials for playground components that are sustainable and environmentally friendly

We received our certification to the ISO 14001:1996 standard in 1998 and to the updated 14001:2004 standard in 2005. An independent third party audits Landscape Structures twice a year to ensure we maintain our certifications. We are the first U.S. playground manufacturer to achieve ISO certification, and the seventh company in the state of Minnesota to do so. ISO 14001:2004 drives us toward operating in a manner that is environmentally conscious.

Landscape Structures offers an IACET approved CEU seminar to our customers called *Environmentally Preferable Playground Purchasing*.

We have been the recipient of environmental awards:

- Landscape Structures received the Green Award, which honors businesses that practice environmental responsibility, at Minnesota's 2008 Tekne Awards.
- In September 2006, Landscape Structures was recognized as a Minnesota Waste Wise Leader for outstanding waste reduction and recycling efforts

See attached *Building Environmentally Preferable Playground Products through One-Playground Flow Manufacturing* and *Commitment to Sustainability*.

**Vendor Certifications (if applicable)**

• Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

Landscape Structures is authorized to sell products in all 50 states. We currently hold contractor's licenses in the states of Arizona, Alabama, California, Louisiana, Maryland, Mississippi, New Jersey, New Mexico, Tennessee, and Washington.

Landscape Structures is a member in good standing with NRPA, IPEMA

**Steve King, Chairman and cofounder.** Steve created Landscape Structures in 1971. Steve serves as a committee member for ASTM, and is certified by NRPA as a Certified Playground Safety Inspector.

- Member ASTM International Committees
  - F15 Consumer Products
  - F15.29 Playground Equipment for Public Use (past working group chair)
  - F08 Sports Equipment and Facilities
  - F08.63 Playground Surfacing Systems
- IPEMA

- Past IPEMA President
- Past IPEMA Board of Directors
- Federal Access Board
  - Recreation Access Advisory Committee.

**Randy Watermillier, Director of Product Development** Randy has been with Landscapes Structures Inc. for 21 years. Randy serves as a committee member for ASTM, President-Elect for IPEMA, as well as serving on the IPEMA Marketing and PR Committee, and is certified by NRPA as a Certified Playground Safety Inspector.

- Member ASTM International Committees
  - F15 Consumer Products
  - F15.29 Playground Equipment for Public Use (working group chair)
  - F08 Sports Equipment and Facilities
  - F08.63 Playground Surfacing Systems
  - F08.66 Sports Facilities
- IPEMA
  - IPEMA President Elect
  - IPEMA Board of Directors
  - Past IPEMA Equipment Certification Committee

**Tom Fitzpatrick, Compliance Manager and Product Development Engineer.** Tom has been with Landscape Structures for 8 years. Tom serves as a committee member for ASTM, a member of the IPEMA Equipment Certification Committee and is certified by NRPA as a Certified Playground Safety Inspector.

- Member ASTM International Committees
  - F15 Consumer Products
  - F15.29 Playground Equipment for Public Use
  - F08 Sports Equipment and Facilities
- IPEMA
  - IPEMA Equipment Certification Committee

## **TAB 4 – Evaluation Questionnaire**

### **Products/Pricing (40 Points)**

1. Are all products and services being proposed listed under TAB 5 on a corresponding electronic device?  Yes  No
2. Is there a price list for all available products and services on a corresponding electronic device?  Yes  No
3. Did you provide the warranty information that is offered by your company as per TAB 7?  Yes  No
4. Will customers be able to verify they received the contract price?  
 Yes  No

Please explain how they would verify the contract price. see attached

5. What payment methods do you accept?

A. Check

B. ACH

C. Wire Transfer

### **Performance Capability (30 Points)**

1. Did you indicate which states you can deliver to under TAB 2, Question 1?  
 Yes  No
2. What is the capability of your company to respond to emergency orders? see attached  
Please explain what actions you would take.
3. Please provide your company's average fill rate over the last three fiscal years.  
Fill rate averaged less than 75% of manufacturing capacity over last 3 fiscal years.  
1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_
4. Please provide your company's average on time delivery rate over the last fiscal year. 99.8%
5. Does your company agree to the following statement on shipping charges "*All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.*"?  Yes  No  
If not please explain.
6. What is your company's return and restocking policy? Are there any applicable fees?  
Please provide a brief description and example. see attached
7. What is your company's history of meeting shipping and delivery timelines? see attached
8. Will your company be able to meet the one year warranty guarantee as stated on page 14 under pricing?  Yes  No

If not, please explain.

9. Did you explain your company's policy on customer service issues as per TAB 3, Question 15?

Yes No

10. What is your company's current invoicing process? see attached

11. Did you indicate how your company will implement the contract as per TAB 3, Question 20, and is it appropriate? Yes No

12. Did you provide your Dun & Bradstreet number? Yes No

13. Did you provide information on your website and on-line ordering capacities as per TAB 3, Question 14? Yes No

### Qualification and Experience (20 points)

1. What is your company's reputation in the marketplace? see attached

2. What is the reputation of your products and/or services in the marketplace? see attached

3. Does your company have past experience with TCPN and/or TCPN members? see attached  
If so, please list them and their contact information (Up to five).

4. Did you list your key employees and their qualifications as per TAB 3, Question 6?

Yes No

5. Did you provide the locations and sales persons who will work on the contract as per TAB 3, Question 6 & 7? Yes No

6. What past experience does your company have working in the government sector? see attached

7. Did you provide information on working with cooperative purchasing programs as per Tab 3, Question 24? Yes No

8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per TAB 3, Question 16? Yes No

9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per TAB 6? Yes No

### Value Add (10 Points)

1. Did you submit a marketing plan as per Tab 3, Question 17?

Yes No

2. Did you provide a national sales training plan as per Tab 3, Question 21?

Yes No



**TAB 4 – Evaluation Questionnaire**

**Products/Pricing**

**4. Will customers be able to verify they received the contract price? Yes**

Please explain how they would verify the contract price. Every customer can request a detailed copy of the components with prices that make up their order. The pricing included on this component detail can be compared to Landscape Structures price list to verify they were quoted the contract price.

**Performance Capability**

**2. What is the capability of your company to respond to emergency orders?**

Please explain what actions you would take. Local sales representatives are available to assist customers with getting the correct replacement parts, evaluating the safety of the condition of the equipment and establishing a plan to correct the issue quickly. Most standard replacement hardware and other common parts can be shipped within 24 to 48 hours of processing a damaged or replacement part request. Other standard replacement parts can be shipped within two to seven days depending on the item. Landscape Structures client services representatives are available from 7 a.m. to 6 p.m. CST, Monday through Friday. Furthermore, our contact center representatives are available from 7:30 a.m. to 5 p.m. CST, Monday through Friday. We also offer a toll-free hotline for installation questions 24 hours a day, 7 days a week.

Landscape Structures is also ideally placed to respond to emergency orders for new structures. We have the manufacturing processes and capacity to manufacture a \$100K structure order within two days after receipt of order.

**6. What is your company’s return and restocking policy? Are there any applicable fees?**

Please provide a brief description and example. As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns.

NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

**7. What is your company’s history of meeting shipping and delivery timelines?**

Landscape Structures on-time delivery performance as listed below.

	2009	2010	2011
On-Time Delivery	99.60%	99.40%	99.80%

**10. What is your company’s current invoicing process?**

Invoicing occurs at the point of shipment for the order. The invoice is then mailed to the customer unless the customer specified their invoice to be e-mailed.

**Qualification and Experience**

**1. What is your company’s reputation in the marketplace?**

Our overall reputation in the marketplace is leading edge innovation and best value. Independent research conducted with the recreation industry in 2011 indicated superiority in areas of product quality, product innovation, custom capabilities, environmental stewardship and customer service.

**2. What is the reputation of your products and/or services in the marketplace?**

We lead the market with new product introductions and our competition usually follows. Our products are of the highest quality and best value to the customer. Our attention to detail in manufacturing and design along with the durability and life of product in the field has earned us this reputation. We are happy to provide a comprehensive list of product innovations and manufacturing differences.

**3. Does your company have past experience with TCPN and/or TCPN members?**

If so, please list them and their contact information (Up to five).

Landscape Structures does not have specific experience with TCPN. While we do not have access to a list of all TCPN participating agencies, we are certain we have experience with many of them. Once we have that list we can provide you with TCPN member references.

**6. What past experience does your company have working in the government sector?**

The majority of our customers are in the government sector. We have 40+ years of experience working with all levels of the government sector.

## DIFFERENT, FROM THE VERY BEGINNING

Landscape Structures was founded in 1971 by Steve King, who is still active in the business, and Barb King (1947-2008). Steve is a landscape architect with a keen eye for beautiful aesthetics and functionality. Steve is also the creator of the concept of “continuous play” and was the first to interconnect play events including slides, climbers, horizontal ladders and more. The continuous play concept allowed him to create more play value in a smaller space, and encourage more social interaction and skill development among children. Barb was educated as a home economist with a talent for organization and the ability to plan, coordinate and execute multiple tasks. Their complementary styles and backgrounds proved to be the right combination as they turned a great idea into a successful business. Now, more than 40 years later, the company is a global leader in the commercial playground industry with more than 300 employees, approximately 380,000 square feet of manufacturing space and playground consultants across the world.



*The first Landscape Structures playstructure*



*Steve with his granddaughters*

## INDEPENDENT, EMPLOYEE-OWNED

Landscape Structures is one of the few remaining independently-owned businesses in the playground industry. Since 2004, we have been employee-owned (ESOP), and each and every employee takes their role as an employee-owner seriously.

Our workplace is casual, collaborative and friendly, and our mission to enhance the lives of children through play while respecting the environment is seen throughout the organization.



*Barb King*

## DESIGN INNOVATION SECOND-TO-NONE

Cofounder and Chairman Steve King is the only leader of a playground company who is also a landscape architect. Under Steve’s direction, Landscape Structures continues to create many new innovative products each year. Steve has a passion for creating playground products and designs that go beyond ADA requirements to create truly inclusive play environments for all children. He also pushes the design envelope by creating some of the most creative themed play events in the world along with playground equipment that blends into the natural environment.



*Our corporate headquarters*

Landscape Structures has a long-standing history of environmental awareness. Through our more than 60,000 playgrounds worldwide, we've helped create healthy kids and a sustainable world. Long before it was fashionable, Landscape Structures built a culture of sustainability, designing products that keep kids active, while going far beyond what was required to protect the environment during manufacturing processes.



In fact, we began putting formal environmental processes in place more than 20 years ago, and Landscape Structures received its certification to the ISO 14001 standard more than a decade ago. We are the first playground manufacturer in North America to receive that certification of environmental responsibility.



Landscape Structures has been recognized as a Minnesota Waste Wise Leader for its outstanding waste reduction and recycling efforts.



We work with Global ReLeaf®, a program of American Forests, to plant trees to offset the carbon produced during the manufacturing of every playstructure we sell. In 2008, we received the Tekne Green Award for our commitment to sustainability.

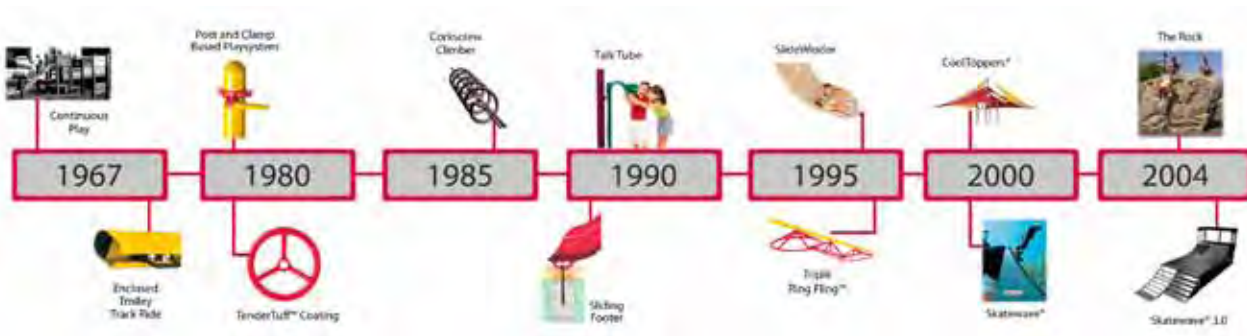


We are also held to the highest standards when it comes to quality. Landscape Structures received certification to the ISO 9001:1994 standard in 1996 and to the updated ISO 9001:2008 standard in 2009 for outstanding quality.

We demonstrate our quality commitment in many ways. One is our *kaizen*, or lean manufacturing culture. That means that continuous improvement is in our DNA, and we live it every business day.



# Landscape Structures has a Rich



## 2011

- Recipient of the *Design for All* award in the company category for our work with inclusive playgrounds.
- Landscape Structures honored with the *2011 Disability Matters Marketplace Award* for our commitment to providing inclusive playgrounds.
- 11th-year participating in the Annual EPCOT® International Flower and Garden Festival, March 2–May 15.
- Landscape Structures was named to the Star Tribune's Top Workplaces 2011.

## 2007

- The Delano Chamber of Commerce honored Landscape Structures with the *2007 Business of the Year* award.
- *2007 MSP Journal Book of Lists™* ranked Landscape Structures number five out of 25 in the women-owned business category for "Who's Who of Business in the Greater Minneapolis/St. Paul Metro Area."
- Awarded the *2007 Minnesota Work-Life Champion* for promoting a healthy work-life balance.

## 2010

- The King Pavilion addition to the Iowa State University College of Design awarded LEED Platinum certification by the U.S. Green Building Council (USGBC). It is the first higher-education building in Iowa to achieve LEED Platinum status.

## 2006

- Landscape Structures Inc. was recognized as a Minnesota Waste Wise Leader for outstanding waste reduction and recycling efforts.

## 2009

- Dedication of the King Pavilion, Iowa State University's first "green" facility on campus.
- NRPA launches annual Barb King Environmental Awards, presented to a parks and recreation agency and individual for their environmental leadership.
- Recipient of the *High Economic Vitality Business of the Year* from the Wright County Economic Development Partnership.

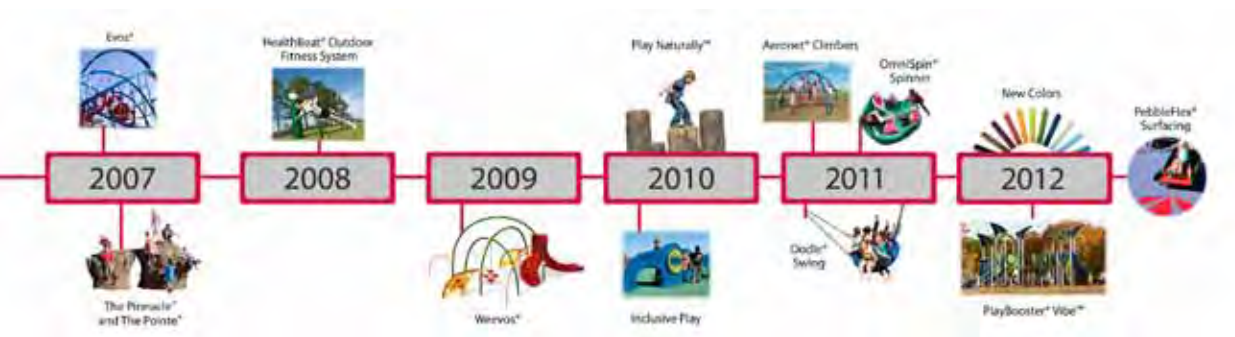
## 2005

- Barb and Steve King were presented with the Christian Peterson Award from Iowa State University's College of Design for safe and innovative designs for children.
- Received Minnesota Recreation and Park Foundation Award for contribution to the recreation, park and leisure service field.
- Barb King, was inducted as an Honorary Member of the American Society of Landscape Architects (ASLA). The Honorary Membership title is awarded to non-landscape architects whose achievements of national or international significance or influence have provided notable service to the profession of landscape architecture. Barb had the honor of being the first spouse of an ASLA member, Steve King, to be inducted as an Honorary Member.

## 2008

- Awarded the *2008 Minnesota Work-Life Champion* for promoting a healthy work-life balance.
- Recipient of the *2008 Tekne Green Award* for environmental awareness/responsibility and incorporating sustainability into business model.

# History of Honors and Awards



## 2004

- Steve King was named a Fellow in the American Society of Landscape Architects (FASLA). The designation of Fellow is conferred on individuals in recognition of exceptional work of professional excellence and outstanding accomplishment over a sustained period of time.
- Landscape Structures Inc. was named *Manufacturer of the Year* by the Manufacturers Alliance of Maple Grove, Minn.

## 2003

- National Award of Merit from Associated Builders and Contractors for Landscape Structures corporate headquarters building.
- Award of Excellence from National Association of Industrial and Office Properties (Minnesota Chapter) for Landscape Structures corporate headquarters building.
- Award of Excellence from Associated Builders and Contractors (Minnesota Chapter) for Landscape Structures corporate headquarters building.
- Project of the Year from Minnesota Construction Association for Landscape Structures corporate headquarters building.

## 2001

- For the third consecutive year, Landscape Structures Inc. placed among the top women-owned companies in the United States.

## 2000

- Barb King was selected Woman Business Owner of the Year for Minnesota chapter of the National Association of Women Business Owners (NAWBO).
- Landscape Structures Inc. placed among the top women-owned companies in the United States.

## 1999

- A graduate of Iowa State University, Barb King received the *1999 Professional Achievement Award in Family and Consumer Sciences* from Iowa State University.
- Landscape Structures Inc. placed among the top women-owned companies in the United States.

## 1994

- Barb King, was selected as the Small Business Administration's *Small Business Person of the Year* for the six-state Midwest region.

## 1993

- Steve King was appointed to the Federal Access Board's Recreation Access Advisory Committee. He was the sole playground equipment manufacturer to be named to that committee.
- Barb King was awarded the Blue Chip Enterprise runner-up honors, given by the U.S. Chamber of Commerce, Nation's Business magazine and Connecticut Mutual Insurance Company.

## 1992

- Barb and Steve King were named Minnesota's Entrepreneur of the Year by Ernst and Young, *Inc. Magazine* and the law firm of Gray Plant Mooty.
- Recognized with a national honorable mention in the manufacturing category.
- Barb and Steve King were inducted into the National Institute of Entrepreneurs.
- Barb King earned the Athena Award for outstanding business woman of the year in 1992 from the Delano Chamber of Commerce and General Motors.



PlayBooster® Vibe™

## LANDSCAPE STRUCTURES: INNOVATIVE PLAY FOR EVERY AGE AND ABILITY

**Landscape Structures engineers and manufactures a wide array of challenging and fun playground and skatepark products for children of varying abilities, ages 2 to 12+.**

### Playsystems

**Evos®:** The evolution of play for ages 5 to 12. The spherical design provides a completely new play experience that challenges kids' bodies and imaginations.

**Weevos®:** The complement to Evos for children ages 2 to 5. Weevos is designed to promote early childhood growth and development in five key areas: physical, cognitive, sensory/motor, emotional/social and language.

**PlayBooster®:** The industry gold standard for ages 5 to 12. For design, durability and play value, PlayBooster is the line of playground equipment everyone looks to for inspiration.

**Vibe™:** Our contemporary take on the classic PlayBooster playstructure. With its unique triangular shapes, cool textures and upbeat new colors, we're elevating design to new heights on the playground. This cool combination of materials modernizes the traditional post-and-deck playsystem.

**PlayOdyssey® Tower:** Double-decker fun for ages 5 to 12. The PlayOdyssey Tower provides kids an adventurous voyage of new proportions. The tower provides excitement to stand on its own, or you can link it to additional PlayBooster play components to extend the adventure.

**Tree House:** Endless hours of outdoor adventure for ages 5 to 12. Nature-inspired, affordable fun where kids will discover hidden forest friends, explore the tree's life cycle with an Age Ring Tracing Panel, hold secret club meetings—or just hang out!



**PlayShaper®:** Proportioned just right for ages 2 to 5, PlayShaper playstructures and play components feature the kinds of innovations you won't find anywhere else. Every component challenges little explorers' growing bodies and lights up their imaginations.

**Tree House:** Imaginative playstructure looks kid-engineered and offers endless hours of outdoor adventure for ages 2 to 5. Real trees were the inspiration behind the Tree Stump Transfer Module and the Log Steppers. Tough and durable Glass Fiber Reinforced Concrete (GFRC) provides the most realistic look and texture while offering playground-friendly durability.



**PlaySense®:** The best playground value for ages 2 to 12. PlaySense is our value line of playground equipment that features the same exceptional quality and innovative features as every Landscape Structures playground, with a more affordable price.

**HealthBeat® Outdoor Fitness System:** Gym quality exercise equipment, some with hydraulic resistance, provides a cutting-edge workout—outside. Perfect for parks, trails or next to your playground, HealthBeat uses the latest exercise methodologies to provide a tailored workout for teens and adults of all fitness levels.







## Playground Solutions

### *A Higher Level of Inclusive Play™*

The playground is a place where all kids should be able to play together freely. In order to create a truly inclusive playground, it not only needs to be accessible, but also age and developmentally appropriate and stimulating to the senses. This Higher Level of Inclusive Play™ brings children together to help them develop, build confidence, make friends and play as equals.

### *Play Naturally™*

Our nature-inspired play equipment blends the adventure and wonder of nature with the latest in playground innovation. These products capture kids' imaginations with the look and feel of real bark and rock while offering the durability, safety and low maintenance you get from Landscape Structures. You'll strike the perfect balance between the natural and the man-made, establishing the optimal setting for child-directed free play.

## Park and Playground Additions

### **Freestanding Play**

Our versatile freestanding play components are designed to maximize play value and create an action-packed playground that's truly unforgettable. We offer unique play events including, Aeronet® climbers, spinners and swings. These play events provide extra challenge and fun for any new playground and can be used to revitalize an existing park or playground.

### **PebbleFlex® Surfacing**

Combines the benefits of design, technology and safety into one, high-performance surfacing solution. Unlike traditional poured-in-place surfaces, PebbleFlex utilizes an advanced bond-in-place technology where millions of pebbles bond to create an unparalleled surface that stands up to the demands of weather extremes and active use.



### **Site Furnishings**

From custom signs to site amenities, we've got everything to make a playground welcoming, tidy and unique. We offer site amenities like picnic tables and benches, as well as our CoolToppers® shade structures that keep kids cool and protect them from damaging UV rays.

### **Skatewave® 3.0 Skateparks**

Skatewave modular skateparks, backed with the superior quality and precision engineering of Landscape Structures, are the skateparks of choice for park and recreation directors and communities everywhere. Skatewave skateparks are custom-designed and built to last for years of heavy use.

### **Custom Design**

We have the minds, materials and magic to create a custom playground for you. Themes, playable art, personalized playgrounds or panels. We are the only manufacturer to employ a full-time staff of custom designers and artists, who will walk you through your project, every step of the way.

### **Color Inspirations**

Landscape Structures offers a brilliant collection of color palettes featuring nature-inspired shades, urban tones, playful hues and everything in between. Each imaginative color has been carefully selected to be both current and enduring—creating a spectrum that'll wow kids now and over the long life of your playstructure.

### **Concrete**

Landscape Structures is devoted to the design and manufacturing of customized and themed play elements made of precast concrete and glass fiber reinforced concrete (GFRC). Our world-class concrete manufacturing facility, opened in 2011, enables us to bring any playground theme or idea to life - from climbable animals and tree houses, to sensory walls and climbing boulders. Concrete can be integrated with traditional playsystems or used to create freestanding play events, is extremely durable and can bring a higher level of imaginative play to any playground.

# Building healthy, sustainable communities



Our focus has always been on enhancing the lives of children through play while honoring the environment. We are committed to working side by side with you to foster healthier kids, a cleaner planet and vibrant, sustainable communities for the future.

**Call your local Landscape Structures playground consultant today to get started on your perfect playground!**  
Or call 888.438.6574 or visit [playlsi.com](http://playlsi.com) to see our products in action.

## WE'RE WITH YOU, EVERY STEP OF THE WAY

We want you to be a playground hero. So, we've created a global network of local playground experts to be at your side, at your service, every step of the way.

### **Your local Landscape Structures playground consultant will:**

- Help you get the perfect, individualized design for your site and budget
- Provide product pricing and specifications
- Work with you on building your playground in phases, if necessary
- Provide information about financing options
- Help you plan community-build projects
- Deliver complete, surprise-free shipments (99.8 percent on-time delivery record)
- Provide valuable information on properly maintaining your playground



## Local Service Organization Offices

(Reference for Tab 3 Item 6)

### Facility locations, phone numbers and Service Manager names

Facility Location: 601 7<sup>th</sup> Street S,  
Delano, MN 55328  
763-972-3391  
800-328-0035  
Service Manager: Jane Jenewein

### Local Sales Representatives:

We offer distribution outlets in all 50 states and Guam through our authorized distributors.

Each representative organization has a number of support centers throughout their specific territories to provide fast, local service to customers.

#### Alabama

Playscapes  
153 Bradfield Road  
Madison, MS 39110  
601-427-1090  
Max Maxwell  
[info@playscapesms.com](mailto:info@playscapesms.com)  
[www.playscapesms.com](http://www.playscapesms.com)

#### Alaska

ExerPlay, Inc.  
PO Box 1160  
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800-457-5444  
Dan Gardiner  
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[www.exerplay.com](http://www.exerplay.com)

#### Arizona

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Dan Gardiner  
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[www.exerplay.com](http://www.exerplay.com)

#### Arkansas

Arkoma Playgrounds & Supply, LLC  
93 Colt Square Dr., Suite 5  
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Becky Thompson  
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#### California

(zip codes 919-928)  
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Tim Hodges  
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[www.coastrecreation.com](http://www.coastrecreation.com)

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RecWest Outdoor Products, Inc.  
31320 Via Colinas, Suite 108  
Westlake Village, CA 91362  
818-735-3838  
Mike Bennett  
[info@recwest.net](mailto:info@recwest.net)  
[www.recwest.com](http://www.recwest.com)

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Ross Recreation Equipment Company, Inc.  
100 Brush Creek Rd  
Santa Rosa, CA 95404  
707-538-3800  
Ewing Philbin  
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[www.sparksatplay.com](http://www.sparksatplay.com)

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902 Waterway Place  
Longwood, FL 32750-3573  
407-831-9658  
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Jim Chaffin  
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Keith Hill  
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**Pennsylvania**

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[www.generalrecreationinc.com](http://www.generalrecreationinc.com)

### **South Dakota**

Dakota Fence  
PO Box 1408  
Fargo, ND 58107-1408  
800-726-4064  
Mike Dunn  
[play@dakotafence.com](mailto:play@dakotafence.com)  
[www.dakotafence.com](http://www.dakotafence.com)

### **Tennessee**

Independent Sales Rep Pending  
All requests currently being serviced by  
Landscape Structures Inc.  
601 – 7<sup>th</sup> Street South  
Delano, MN  
Steve Hare  
800-328-0035  
[info@playlsi.com](mailto:info@playlsi.com)  
[www.playlsi.com](http://www.playlsi.com)

**Texas zip codes 769, 779, 78040-78041,  
78043, 78045-78046, 78061, 783-785, 788,  
& 790-799**

ExerPlay, Inc.  
PO Box 1160  
Cedar Crest, NM 87008-1160  
800-457-5444  
Dan Gardiner  
[info@exerplay.com](mailto:info@exerplay.com)  
[www.exerplay.com](http://www.exerplay.com)

**Texas Zips 750-758, 760-768, 780-782  
(except 78040-78041, 78043, 78045-78046,  
78061), and 786-787**

Recreation Consultants of Texas, LLC  
11660 Plano Road  
Dallas, TX 75243  
877-870-5567  
Deborah Muse  
[info@4funrct.com](mailto:info@4funrct.com)  
[www.4funrct.com](http://www.4funrct.com)

**Texas Zips 759, 770-778, 789**

Lone Star Recreation, Inc.  
10601 Grant Road, Suite 217  
Houston, TX 77070  
800-867-2070  
Jim Baker  
[info@lonestarrecplaygrounds.com](mailto:info@lonestarrecplaygrounds.com)  
[www.lonestarrecplaygrounds.com](http://www.lonestarrecplaygrounds.com)

### **Utah**

Sonntag Recreation, LLC  
4245 Panorama Circle  
Salt Lake City, UT 84124  
800-748-5450  
Chris Sonntag  
[chris@sonntagrec.com](mailto:chris@sonntagrec.com)  
[www.sonntagrec.com](http://www.sonntagrec.com)

**Vermont**

O'Brien & Sons, Inc.  
P.O. Box 650  
Medfield, MA 02052  
800-835-0056  
Erin O'Brien  
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**Virginia**

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**Washington**

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[www.playcreation.com](http://www.playcreation.com)

**West Virginia**

Service Supply Ltd., Inc.  
1524 South Hamilton Road  
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Jerry Groves  
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**Wisconsin**

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[www.dakotafence.com](http://www.dakotafence.com)

**Procedure to be used by an End User requiring repairs**

End users requiring repairs would contact Landscape Structures or their local representative. If the End user requires assistance identifying the required replacement parts or service needed, the local representative or a certified installer may visit the site to help determine the needed parts. Once the parts are identified, they are ordered and shipped directly to the End user. If installation of the parts is required, the local representative may be able to assist and/or provide the services of a local manufacturer-certified playground installer.

**Typical turn-around time on repairs**

Landscape Structures replacement parts for all playsystems are available for a minimum of 15 years. Most standard replacement hardware and common parts can be shipped within 24 to 48 hours of processing the request. Other standard parts can be shipped within two to seven days depending on the item. Custom replacement parts may take six to eight weeks.



Landscape Structures will provide replacements that are identical to the original equipment except for situations where the original product has been redesigned for safety or conformance reasons. In these situations Landscape Structures will provide replacements that are similar in form, fit and function.

Landscape Structures maintains records for all customer orders for a period of over 25 years. Our archived records include all documentation of orders including customer purchase orders, playground layout drawings, order acknowledgements, invoices, shipment documents and more.

**Service department days and hours of operation**

Hours of operation vary between local offices but are typically 8 a.m. to 5 p.m., Monday through Friday. Many offices have personnel available for early morning, evening or weekend appointments to accommodate the End user.

Landscape Structures client services representatives are available from 7 a.m. to 6 p.m. CST Monday through Friday. Furthermore, our contact center representatives are available from 7:30 a.m. to 5 p.m. CST, Monday through Friday. We also offer a toll-free hotline for installation questions 24 hours a day, 7 days a week.

**Number of qualified / factory trained personnel normally on hand**

Landscape Structures has two dedicated installation technicians on staff as well as the experience of our product development team of 28 people. We have more than 100 independent certified installer organizations available across the country as well as experienced staff in all our independent representatives' offices.

**Description of the parts inventory on hand**

Adequate supplies of hardware are kept in stock. Other common parts are manufactured to order in one to two days. Custom parts may take six to eight weeks.

**Training services, facilities and personnel available**

Landscape Structures hosts a biennial installers forum for our certified installers to keep them current with new product updates, product changes, industry changes, and safety regulations, as well as providing hands-on training with factory personnel.

Landscape Structures can also provide installation instructions, maintenance documents, inspection checklists and maintenance materials including touch up paint, sand paper, emery cloth and graffiti remover for most playstructure orders sold within the past 20 years.

One-on-one maintenance training is available to the End user's maintenance personnel. Each structure comes with a custom maintenance kit designed to help keep their playstructure fully functional for many years and reduce the number of repairs needed. The custom maintenance kit comes with step-by-step diagrams and instructions for only the parts/system you purchased. The kit also includes the playground plan, inspection worksheets, maintenance instructions, parts list and warranty.



## **Building Environmentally Preferable Playground Products through One-Playground flow Manufacturing**

“The foremost environmental protection is to design and produce products that last and perform for a very long time.”

- Steve King, Cofounder and Chairman, Landscape Structures Inc.

### **Design**

- Each person involved in the design and production of the playstructure is an owner of the company, and quality and environmental stewardship are integral parts of our culture
- Evos® product: No PVC and provides a 30 percent smaller carbon footprint than traditional playstructures

### **Manufacturing**

- Independently verified greenhouse gas accounting
- Green Boards track the environmental aspects and impacts of each stage of production and document improvements made to reduce these impacts
- Steel and aluminum arrive cut to length to eliminate waste
- High-efficiency light fixtures to reduce energy use
- Recapture and use heat energy from curing oven
- Industry-leading recycling rates for all manufacturing waste

### **Packaging**

- Individualized, custom installation documents – no wasted pages
- Automated wrapping to reduce waste
- Most packaging materials are recyclable and are provided with recycling instructions

### **Transportation**

- Whenever possible, playground equipment shipments will be pooled to conserve the use of fossil fuels and limit the production of greenhouse gases

### **Post-Installation**

- Conduct post-installation walk-through with client



## **Commitment to Sustainability**

### **Environmental Objectives**

- Reduce energy and water usage
- Reduce scrap
- Reduce paper usage
- Reduce impacts of transportation of products and services
- Engage all employees in our sustainability journey
- Develop materials for playground components that are sustainable and environmentally friendly

### **ISO 9001:2000 and ISO 14001:2004**

ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide. Our customers can purchase from Landscape Structures with confidence, because we have the processes in place to manufacture a quality product while being conscious of how we are impacting the environment.

Landscape Structures received its certification to the ISO 9001:1994 standard in 1996 and to the updated ISO 9001:2000 standard in 2003. We received our certification to the ISO 14001:1996 standard in 1998 and to the updated 14001:2004 standard in 2005. An independent third party audits LSI twice a year to ensure we maintain our certifications. We are the first U.S. playground manufacturer to achieve ISO certification, and the seventh company in the state of Minnesota to do so.

- ISO 9001:2000 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality.
- ISO 14001:2004 drives us toward operating in a manner that is environmentally conscious.

Both standards provide guidelines for establishing and sustaining our quality and environmental management programs.

### **Sustainability Plan**

1. Sustainability has always been an important part of the culture at Landscape Structures. It's built into our mission: To enhance children's lives by fostering and creating inspiring play experiences while honoring the environment. Following are some environmental programs and processes that we've put in place:
  - In 1998, became certified to ISO 14001 for environmental stewardship
  - In 2008, Landscape Structures trained all of our employees on the sustainability planning framework, The Natural Step, and have incorporated The Natural Step into our business planning.



- Since 2008, to help offset the energy used in the manufacturing process of our playgrounds and skateparks, Landscape Structures has partnered with Global ReLeaf® to plant trees.
- Throughout our facilities, we've implemented Green Boards to communicate progress on sustainability projects and share ideas for future initiatives.
- We partner with a supplier to recycle most of the packaging materials used in our shipments.
- As part of our Learning Academy, we created a Continuing Education Curriculum on Environmentally Preferable Playground Purchasing to share with landscape architects and parks and recreation professionals.
- Landscape Structures also supports environmental initiatives of the playground industry. We are a proud sponsor of the Sustainable Sites Initiative, which develops standards to measure the sustainability of designed landscapes.
- With the help of the National Recreation and Park Association, we conducted a study on environmental stewardship within parks and recreation agencies across the country.
- During the holiday season, Landscape Structures instituted a community recycling program for holiday lights that removed 600 strings of holiday lights from the landfill waste stream and replaced them with energy-saving LED bulbs. This initiative helped reduce electricity use by nearly 32,000 watts per day when the lights were in use.
- We recycle ink and toner cartridges through a manufacturer program that donates proceeds to local schools.
- We adopted the Johnson Trail and Maple Knoll Park in the Delano, Minn., Adopt a Trail and Adopt a Park program, and departments take turns in cleaning up the spaces.
- The Live Green team provided employees with programs and educational sessions aimed at implementing sustainable practices at home. Among the topics: *Composting at Home and Becoming an Environmentally Conscious Consumer*.
- Bicycles were provided for employees to use on lunch breaks to minimize use of cars.

Additionally, we are committed to sharing our environmental goals and commitments with our customers, playground consultants, employees, suppliers and the local community. In 2010, we created our first Corporate Sustainability Report. Our hope is that the Sustainability Report brings new energy to our sustainability planning and pushes us to achieve a higher level of environmental stewardship.

2. Landscape Structures has developed *Goals for a Better Planet* to focus our environmental management practices on specific facets of operations: reducing greenhouse gas



emissions, energy consumption, water use, paper and packaging use, and waste generation. These goals establish three-year time horizons for tracking each metric. The following chart presents our long-term 2012 environmental goal for each category and summarizes 2009 data pertaining to each environmental performance metric. Performance data for GHG production, electricity use, natural gas use and water use have been normalized to per routed hour basis. Given the advanced stage of our environmental management systems, it will not be an easy task to reach these goals. Only through the concerted efforts of all of our employees will we continue to achieve real progress in reducing our impact on the environment.

<b>Category</b>	<b>Performance – 2009</b>	<b>2012 Year-End Goal</b>
<b>GHG Production</b> <i>Reduce greenhouse gas production from company operations by 10%</i>	.058 tons CO <sub>2</sub> e/Labor Hour	10% reduction
<b>Electricity</b> <i>Reduce electricity use from company operations by 12%</i>	.01467 kWh/Labor Hour	12% reduction
<b>Natural Gas</b> <i>Reduce consumption of natural gas in company operations by 8%</i>	.15146 Therms/Labor Hour	8% reduction
<b>Water</b> <i>Reduce consumption of water in company operations by 12%</i>	48 Gallons/Labor Hour	12% reduction
<b>Waste – Compacted</b> <i>Reduce the production of compacted trash by 6%</i>	33.4 tons of compacted trash	6% reduction
<b>Waste – General</b> <i>Reduce the production of general waste by 8%</i>	25 pulls of 4-yard dumpsters 25 pulls of 8-yard dumpsters	8% reduction 8% reduction
<b>Transportation Saved (Domestic)</b> <i>Increase by 6% the number of miles saved by pooling shipments in one truckload</i>	104,614 Miles – Pooling	6% increase
<b>Paper, marketing use (printed internally)</b> <i>Reduce the paper use for marketing use, printed internally, by 10%. Increase the proportion of 30% post-consumer recycled content paper used by 10 percentage points</i>	1,158,000 Total Sheets 55.3% of the total was 30% post-consumer recycled content	10% reduction + 10 percentage points



Paper, marketing materials (printed externally) <i>Reduce paper use for marketing materials printed externally by 10%</i>	277,000 Total Sheets All of this paper was 10% post-consumer recycled content	6% reduction
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- Landscape Structures is continuously making investments into our programs, processes and partnerships to provide the most environmentally preferable products to customers. Since 1998, our manufacturing facilities have been continuously certified to ISO 14001 Environmental Management System, nearly a decade before any other playground equipment manufacturer in the U.S. This third-party system allows us to apply continuous improvement programs to our environmental performance. As part of this program, we conduct independent semi-annual surveillance audits and submit to independent re-certification audits of our compliance and management systems every three years.

Through nearly a decade of implementing our continuous improvement programs in lean manufacturing, we have achieved industry-leading utilization rates for all three primary materials we use in manufacturing: steel, aluminum and plastic. Although we generate very little scrap in our manufacturing, you will be pleased to know that we recycle 100 percent of our scrap steel and aluminum and 98 percent of our scrap plastic.

In 2009, we also became a member of The Climate Registry, a nonprofit organization that has established consistent, transparent standards for calculating, verifying and reporting carbon footprints for businesses and governments. We are the only playground equipment company to report our greenhouse gas production in a transparent and independently verifiable manner. As a member, we must comply with the Registry's requirements to report on our GHG emissions (CO<sub>2</sub>, CH<sub>4</sub>, N<sub>2</sub>O, HFCs, PFCs and SF<sub>6</sub>) at each of our manufacturing facilities on an annual basis.

Additionally, we partner, support and are members of key organizations that help further our environmental efforts. In 2008, we began a program to directly offset the CO<sub>2</sub> we produce in the manufacturing of our playsystems and skateparks through a partnership with American Forests and their Global ReLeaf® program. Since its inception, we have planted more than 40,000 trees, which, through the processes of photosynthesis, will not only remove CO<sub>2</sub> from our atmosphere but also release oxygen.

Landscape Structures was the first product manufacturer to commit financial support to The Sustainable Sites Initiative in 2008, an interdisciplinary effort by the American Society of Landscape Architects (ASLA), the Lady Bird Johnson Wildflower Center and the United States Botanic Garden, to create voluntary national guidelines and performance benchmarks for sustainable land design, construction and maintenance practices.





We are a proud member of the USGBC, a 501(c)3 non-profit that is committed to a prosperous and sustainable future for our nation through cost-efficient and energy-saving green buildings. Through the USGBC we learn sustainability best practices that we can apply to managing our existing facilities and designing new ones. Through the USGBC we also discover new environmentally preferable materials that we can incorporate into our designs for new and existing products.

4. Landscape Structures has a group of eight employees (along with an outside consultant), who coordinate and facilitate our environmental initiatives. We call them the Green Team. They meet on a quarterly basis to stay updated on initiatives that have already been put in place, and discuss new ideas to implement.
5. Landscape Structures believes that honoring the environment is one of the best things we can do for children. That's why the Evos® and Weevos® playsystems were designed. They minimize their manufacturing impact on the environment, and provide a 30 percent smaller carbon footprint than traditional playstructures for Evos, and 17 percent smaller for Weevos.

In 2010, we introduced new recycled Permalene® panels, which are created from recycled, colored plastic household containers—waste materials that would otherwise end up in landfills—and offer a post-consumer recycled content of 73 percent. And, the recycled panels are just as strong and durable as our original Permalene material.

Through nearly a decade of implementing our continuous improvement programs in lean manufacturing, we have processes in place to help reduce our waste and we're continually finding new ways to improve. And although we generate very little scrap in our manufacturing, we recycle 100 percent of our scrap steel and aluminum and 98 percent of our scrap plastic.

Additionally, our products are made of recycled material including post-consumer recycled material, and are 100 percent recyclable at the end of their life.

## **TAB 5 – PRODUCT / SERVICES**

It is the intention of TCPN to establish a contract with vendor(s) for Playground & Park Equipment, Installation, Service, and Related Items. Awarded vendor(s) shall perform covered services under the terms of this agreement. If respondent has existing cooperative contracts in place, TCPN requests equal or better than pricing to be submitted.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

TCPN is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of playground, installation, service and related items. In addition, TCPN also requests any value add commodity or service that could be provided under this contract.

Products considered for award shall be in full compliance to all applicable federal state and local standards, codes and regulations such as American Society for Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC) standards, codes and statutes. Bidders shall document compliance to said standards and provide certificates of insurance for product liability insurance.

Vendor(s) shall, at the request of any member institution, perform provide these products and/or covered services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

TCPN is asking for the supplier's total offering of equipment, services, or any other value added product or service that may have benefit to our membership. Please provide your full and complete written product specifications for all equipment proposed in your response.

Rotationally Molded Plastics: Color consistency, color intensity, opacity and UV resistance are very important for the durability of rotationally molded plastics thus, it is preferred that all rotationally molded playground equipment and components be made of compounded and not dry blended or turbo blended plastics. UV Stability is a must thus it is preferred that all rotationally molded plastics are manufactured with UV 15 inhibitors. Please clearly indicate with specifications if your product meets these requirements or not.

Please provide your full and complete legal written product warranty for any and all products you have included in this RFP. You must also indicate in writing if there are any pro-rated aspects to your warranty. If so, please describe in detail what they are.

Please indicate in writing any and all differences in product warranty as compared to the warranty. If your products and services do not carry the warranty coverage as requested, please indicate in writing the difference(s).

Special consideration will be given to bidders who also supply a written labor warranty that covers the installation costs associated with the replacement of any product covered under the manufacturer's product warranty. If you are able to provide, please indicate any special considerations or conditions that there may be with this type of warranty service.

TCPN requires a project management function as part of the services delivered by the vendor. Service providers must describe their competencies to manage and coordinate project activities, resources, and communications. Service providers must address their capabilities in areas to include but not limited to:

- Project management methodologies and tool
- Project planning and communications
- Quality assurance procedures
- Project management experience with large school districts (80,000+ full time students)
- Project management experience as a single vendor or "prime" systems integrator
- Project change control
- Complex, infrastructure project experience

Please describe your company experience with other Public Agencies, City, County, State Parks, etc. and work with landscaping architects in the design and layout of the facilities planning.

The responding providers must demonstrate a commitment to the K-12 education market. TCPN is interested in providers that understand the administrative and instructional challenges facing today's educators, children and administrators. A demonstration of the provider's K-12 commitment should include but not be limited to:

- A description of your company's commitment to K-12 Education.
- Examples of your company's activities as evidence of its commitment and support for K-12 Education.
- Explanation of the size, type, and location of your company's relevant activities.
- Description of your company's commitment to work with local contractors and business enterprises.

As with any project, cost is a major consideration. Describe a cost model that provides TCPN clients with both the services desired from a complex project perspective and also to know that the product costs are defined and appropriate for the items being procured. Additionally, TCPN wants to enter into a relationship with the best available company or organization and recognizes that the "best value" is not always provided by the "low cost proposal". It is vitally important that a district get value for its dollar and be able to demonstrate this to the taxpayers. Consequently, prospective vendor(s) are required to provide a proposed pricing model that will:

- Be able to demonstrate throughout the life of the contract that the costs associated with this partnership are within normal and customary charges for the type of service provided.
- Utilize existing already awarded TCPN contracts for goods procured
- Be simple to administer as specific scopes of work are developed.
- Meet all statutory requirements for record keeping, reporting and auditing of public funds.
- Adhere to district purchasing policy.
- Be flexible in working within established budgets.
- Provide firm/competitive prices to clients once the projects are scoped
- Provide service rates and contractual maximum uplifts for goods and services through both your firm and through existing TCPN contracts.
- Include building pricing for a current infrastructure build out for a typical school with appropriate technology infrastructure to support voice video and data to the desktop (data being Internet connectivity at a minimum).

It cannot be over emphasized how important this criterion is to the potential success of any prospective vendor(s) and your particular attention to providing a unique and workable implementation is strongly recommended.

### Third Party Relationships

The ability to work with third parties as part of a complex project is paramount to project success. Describe your company's ability to work with third parties both large and small as well as any Small and Disadvantaged Business (SDB) firms that public sector clients may require.

Please respond to the questions listed below regarding parts, service, shipping, repair, and warranty. (Place in tab 2 of your response).

1. Please describe the quality program(s) within your company and the program which measures your service work.
2. Describe your expectations of your subcontractors for installation and repairs. How does your company verify these expectations are being met?
3. Describe how your company tracks completion of repairs and what information is required to be submitted by the service center prior to payment.
4. Describe your company's post-installation and warranty support
5. Provide the procedure on how your company determines the system design.
6. Describe what project scheduling tools your company use to track projects during construction
7. How does your company make the proper equipment selection on a turnkey project?
8. Describe your company's performance maintenance system on turnkey projects.
9. Describe how your company handles site development and project permitting process.
10. What is your company's design approach and philosophy for a turnkey project?
11. Describe your company's shipping schedule notification procedures.
12. Describe how your company deals with shipping delays. How do you notify your customer of delays?
13. Provide your shipping schedule reporting form. How many times do you update?
14. How many products do you stock? Where?
15. What is your percentage of on-time delivery?
16. Indicate who will be providing technical assistance including their title, telephone number, fax number, and e-mail address. Include resume.
17. Provide evidence of your company's ability to shorten the time frame between receiving a service call to problem solution. What does your company do to expedite quotes to the government entity and track completion from the service centers?
18. How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
19. How does your company work to continuously improve the services that you provide?
20. What is the policy on replacement parts and costs associated with them? What is the standard lead time for replacement parts and what warranty do they carry?

**TAB 5 – PRODUCT / SERVICES**

Landscape Structures intends to offer our entire catalog offering. Price lists are included on enclosed CD.

Landscape Structures' offering includes a 6% discount on Landscape Structures equipment orders up to \$80,000.

Landscape Structures will give an additional 2% discount on Landscape Structures equipment orders over \$80,000 (8% total discount).

Freight is quoted on a "FOB Destination, freight prepaid and added" basis. Freight will be quoted to the customer prior to order from Landscape Structures' established freight charts or custom freight quote requested at time of equipment quote. See freight chart included on enclosed CD.

Installation is offered on a percentage, not-to-exceed basis. See installation chart by state on enclosed CD.

The following Landscape Structures products are quoted on a per project basis due to the variable nature of the products and the projects.

- Landscape Structures custom products
- PebbleFlex® safety surfacing
- AquaFlex® Waterplay Surfaces

Services necessary to provide turnkey project solutions are offered on a cost-plus basis and include, but are not limited to:

- Site work
- Grading
- Concrete work
- Tree removal
- Drainage solutions
- Other miscellaneous related services

Other products necessary to provide turnkey project solutions are offered on a cost-plus basis and include, but are not limited to:

- Poured-in-place rubber safety surfacing
- Engineered wood fiber safety surfacing
- Rubber safety surfacing tiles
- Sand
- Pea gravel
- Subbase
- Shelters
- Water play
- Site furnishings
- Other miscellaneous related products and services

Landscape Structures playground equipment complies with applicable standards. See attached compliance documents.

See attached Landscape Structures evidence of insurance. Project specific certificates will be provided upon customer request.

Landscape Structures written material specifications are attached.

Landscape Structures meets or exceeds the requirements for rotationally molded plastics. All Landscape Structures resin colors are FDA approved and compounded to provide great color consistency, intensity, and opacity. Additionally, compounded resins provide superior performance of physical properties such as cold temperature impact strength. See attached data sheet for more information on the resins.

Landscape Structures product warranties are attached.

Landscape Structures will warranty the labor for one year on any project on which Landscape Structures has contracted to provide the installation. Per Landscape Structures standard product warranty, product warranty does not include installation to replace the warranted part.

#### **Project management function**

Landscape Structures provides project managements at many levels. All of our local representatives provide turnkey services to the customer. Project management covers pre-sale design work and site evaluation, selecting equipment and making site specific recommendations and giving surfacing options. In addition, the rep manages the ordering of equipment, the delivery and installation. Ongoing maintenance recommendations are provided with installation and customer service is a phone call away.

#### **Company experience with other Public Agencies, City, County, State Parks, etc. and work with landscaping architects in the design and layout of the facilities planning.**

Landscape Structures works with public agencies every day including city, county, state, townships, schools and school districts, and more. Integral to our design and planning process is working with landscape architects. On a regular basis we offer workshops known as "Landscape Structures Learning Academy." These education sessions are designed for both park and recreation professionals and landscape architects on various topics such as: Fitness Focused Playspaces, Environmentally Friendly Play Environments, Inclusive Play, Maintenance and Safety, and more. Attendees receive CEU credits for their participation. Landscape Structures is certified by both IACET and LACES to provide these trainings.

#### **Demonstrate a commitment to the K-12 education market.**

Landscape Structures has a long history of commitment to the school market. Schools account for a large percentage of our business each year. With all the administration and instructional challenges schools face each year, it is important to provide information pertinent to those challenges. Play is so important for children's physical, social and emotional development. Playgrounds can serve as an effective vehicle than can contribute to academic success. We have many initiatives and programs to reinforce that message and help schools with their playground plans. Landscape Structures has a five-year partnership with NAESP (National Association of Elementary School Principals).

Some of the initiatives with NAESP include:

- Free Play offer (product promotion)
- Four-year sponsorship of Service Project at NAESP Annual Conference. These were volunteer build playground projects at schools in New Orleans, Tampa, Seattle, and Houston
- Essay contest (currently running) to win inclusive playground equipment; entrants submit essays demonstrating their school's commitment to inclusive play

Other offerings to the school market include:

- Grant Guide (descriptions and details for various grant giving organizations)
- Fundraising programs
- Education sessions

- “Super Safety Team” a guide for schools and children about safety on the playground

Other school organizations we support:

- CEC (Council for Exceptional Children)
- PTO
- NSBA (National School Board Association)
- AOTA (American Occupational Therapy Association)

#### **Cost model**

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

- Life cycle: how long will the product last in the field?
- Total cost of ownership
- Durability
- Ease of installation
- Maintenance
- Warranty policy: for Landscape Structures warranty is a state of mind
- Past performance with government markets
- Customer service response time – customer contacts handles within

We believe Landscape Structures offers the best value solution to the marketplace.

Landscape Structures offers a 6 percent discount off list price on all products offered. An additional pricing incentive will be made available on all single TCPN orders that meet or exceed purchase orders with Landscape Structures equipment exceeding \$80,000.00. The additional discount offered is 2 percent. This discount will increase the total TCPN discount to 8 percent. (6 percent standard discount, plus 2 percent incentive equals 8 percent).

#### **Company’s ability to work with third parties both large and small as well as any Small and Disadvantaged Business (SDB) firms that public sector clients may require.**

Landscape Structures provides local turn-key services and subcontract a variety of work including site work, surfacing, landscaping services, installation and site amenities. When and where requested and possible, we utilize SDBs for those services.



January 16, 2012

To Whom It May Concern:

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

All products covered under the scope of the Standard in our 2012 Park and Playground Equipment catalog have been tested and certified to be in compliance with the requirements of the ASTM F1487 Safety Standard, except where noted. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify compliance of all our play components, visit the IPEMA website at [www.ipema.org](http://www.ipema.org).

With the exception of the Oodle™ Swing, it is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010. Our playstructures are also designed to be in compliance with the ADA Accessibility Guidelines.

The company achieved ISO 9001:2000 certification in March 2003 and the ISO 14001 environmental standard in September 1998. The pursuit of ISO certification helped Landscape Structures establish its quality management systems and establish the infrastructure for continued growth.

If you have any questions, please contact the undersigned.

Sincerely,

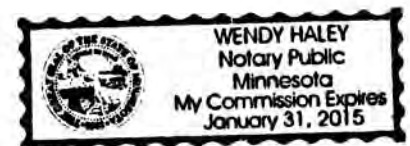
Landscape Structures Inc.

Tom Fitzpatrick, P.E.  
Product Compliance Engineer

Subscribed and sworn before me on this 16th day of January, 2012.

Notary Public

January 31, 2015  
Expiration Date



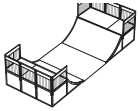
(Notary Stamp)



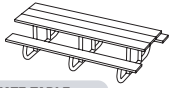
# PRODUCT SPECIFICATIONS

**Skatewave**<sup>TM</sup>  
Modular Skatepark Systems





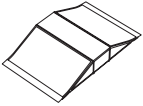
MINI HALF PIPES



SKATE TABLE



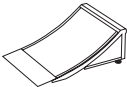
BANKS



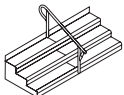
BANK TO BANKS



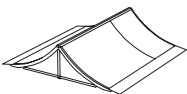
RAILS



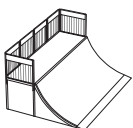
LAUNCH RAMPS



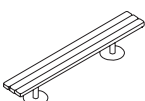
SKATE STAIRS



SPINES



QUARTER PIPES



SKATE BENCH

Skatewave skatepark equipment is engineered and manufactured by Landscape Structures Inc., a trusted name in recreation products for 35 years. We are certified to ISO 9001:2000 and ISO 14001:2004, and held to the highest standards in quality and environmental responsibility.

### Interchangeable Riding Surface

- All Skatewave obstacles have a totally interchangeable riding surface, with two surface choices: TekTrak™-coated steel or stainless steel (by special order). Skatewave allows you to change out the ramp riding surface at any time, without having to purchase new ramps.
- Skatewave features factory installed, surface-mounted, top-down hardware, so the surface can be professionally removed and replaced, without taking apart the ramp.

### Warranty

- 15-year limited warranty against structural failure due to corrosion or manufacturing defects
- 15-year limited warranty on Urban Series™ obstacles
- 15-year limited warranty on TekTrak-coated steel surface

### Product Liability

- \$10,000,000 product liability coverage

### Lead-Time

- *The fastest in the industry:* We commit to delivery in less than 30 days from time of order.

### Factory-Ready Components

- All components arrive fully factory fabricated. No field welding, cutting or drilling is needed.

### Framing

- All component framing is steel. No wood is utilized in any structural or skate surface component.

### Transition Plates

- Skatewave transition plates are constructed of 10-gauge steel, which is hot-dip galvanized.

### Enclosures

- Ramps are completely enclosed with 9/16" Permalene® for durability and noise reduction.

### Back and Side Guardrails

- Back rails and side guardrails offer a complete weldment of 5/8"-diameter steel rebar. The framework is fabricated with no gaps greater than 3 1/2" between pickets, and all barriers are a minimum of 42" high from the deck to the top of the frame. Finished in dark gray PVC coating.

### Foot Levelers

- Framing legs and load-bearing locations have 5/8" stainless steel adjustable foot levelers. These levelers allow for safe installation on uneven surfaces.

### Fasteners

- All fasteners for transitions and decks are stainless steel, tamper-resistant and below the skate surface for safety.

### Coping

- Coping is manufactured of 2 3/8" galvanized steel tubing with sealed ends and coated with super-durable, UV-stabilized, polyester powdercoated finish.

### Free Maintenance Kit

- Shipments arrive with a free maintenance kit that includes wrenches, sandpaper, graffiti remover, PVC touch-up and an unlimited supply of touch-up paint.



**100-Year Limited Warranty** On all PlayBooster®, PlayShaper® and PlaySense® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster, Evos® and Weevos® steel posts and arches against structural failure due to material or manufacturing defects.

**15-Year Limited Warranty** On all plastic components (including TuffTimbers™ edging), all steel components (except 100-year steel posts), Mobius® climbers, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects. TuffTurf® tiles against material or manufacturing defects.

**10-Year Limited Warranty** On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

**8-Year Limited Warranty** On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects. On CoolToppers® fabric against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the specifications found in the technical information.

**5-Year Limited Warranty** On PebbleFlex® surfacing system against failure due to discoloration or delamination, manufacturing defects, installation services, and impact attenuation.

**3-Year Limited Warranty** On all other parts, i.e.: CableCore® products, swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, PVC belting material, HealthBeat® hydraulic cylinders, Seesaws, Wiggle Ring Bridge, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

This warranty does not include any cosmetic issues or wear and tear from normal use. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



## 2012 Play Equipment Warranty

You have our word.

Landscape Structures Inc. warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Seller further warrants:

All the warranties commence on date of Seller's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Seller shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Seller shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts will be warranted for the balance of the original warranty.

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Seller shall not be liable for any direct, indirect, special, incidental or consequential damages.

Seller neither assumes nor authorizes any employee, representative or any other person to assume for Seller any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranty stated above is valid only if the structures and or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Seller or Seller's designees in any respect which, in the judgement of Seller, affects the condition or operation of the structures. To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:

Chairman

Date: 01/01/2012



## Terms of Sale

**PRICING:** Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

**TERMS:** To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

**TAXES:** Landscape Structures' list prices do not include applicable taxes, if any.

**WEIGHTS:** Weights are approximate and may vary.

**DELIVERY:** If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

**INSTALLATION:** All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

**SERVICE:** We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2-D and 3-D drawing capabilities and custom capabilities to assist you with your playground plans.

**RETURN POLICY:** As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. **NOTE:** All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

**PRODUCT CHANGES:** Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

### PLEASE CONTACT US AT:

Landscape Structures Inc.  
601 7th St. South  
Delano, MN 55328-8605  
888.438.6574 (inside the USA)  
763.972.3391 (outside the USA)  
playlsi.com





## 2012 PlaySense® Warranty

Landscape Structures Inc. warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications set forth in the specifications manual for the products identified in the Acknowledgement of Order and will be free of defects in manufacturing and material. As a further indication of our quality, Landscape Structures Inc. provides:

- **100-Year Limited Warranty** on all stainless steel fasteners, aluminum posts and beams, against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.
- **15-Year Limited Warranty** on all plastic and steel components, against structural failure due to material or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.
- **3-Year Limited Warranty** on all other parts such as: Clatterbridges, D-Rings, Wiggle Ladders, Chain Ladders, Air Dancer, Disc Challenge, all rocking or moving equipment, etc. against failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.

All the warranties commence on date of Seller's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Seller shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Seller shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANT-ABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Seller shall not be liable for any direct, indirect, special, incidental or consequential damages.

Seller neither assumes nor authorizes any employee, representative or any other person to assume for Seller any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranty stated above is valid only if the structures and/or equipment are erected in conformance with PlaySense installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc; have been subjected to normal use for the purpose for which the goods were designed; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Seller or Seller's designees in any respect which, in the judgement of Seller, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc., 601 7th Street South, Delano, Minnesota 55328-8605.

Signed:  Chairman

Date: 01/01/2012

# Skatewave®

BY LANDSCAPE STRUCTURES INC.

Skatewave, by Landscape Structures Inc., ("Manufacturer") warrants that all components of the Skatewave modular skatepark systems will conform in kind and quality to the specifications set forth in the specifications sheet for the products identified in the Acknowledgement of Order and will be free of defects in workmanship and material. As a further indication of our quality, Manufacturer:

- 15-Year Limited Warranty against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include cosmetic issues or defects, wear and tear resulting from normal use of the product, misuse or abuse of the product.
- 15-Year Limited Warranty on TekTrak™ Coated Steel Surface against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include cosmetic issues or defects, wear and tear resulting from normal use of the product, misuse or abuse of the product.

All the warranties commence on date of Manufacturer's invoice (Original Commencement Date). All warranties provided herein are nontransferable and are limited to the original purchaser. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Repaired or replacement parts will be warranted for the balance of the original warranty period which started on the Original Commencement Date. Manufacturer's efforts to provide repaired or replacement parts will not act to either extend the warranties provided herein or alter the Original Commencement Date.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

THE REMEDIES HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE PURCHASER. MANUFACTURER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. MANUFACTURER NEITHER ASSUMES NOR AUTHORIZES ANY EMPLOYEE, REPRESENTATIVE OR ANY OTHER PERSON TO ASSUME FOR MANUFACTURER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE STRUCTURES SOLD, AND THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS AGREEMENT.

The warranties stated above are valid only if the structures and or equipment are erected in conformance with Skatewave's installation instructions and maintained according to the maintenance procedures furnished by Skatewave; have been subjected to normal use for the purpose for which the goods were designed; have not been subject to misuse, abuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgment of Manufacturer, affects the condition or operation of the structures.

By   
landscape  
structures®

Signed: , Chairman

Date: 1.1.2012

1.1.2012 #800-2210 Skatewave 3.0 Warranty



January 16, 2012

To Whom It May Concern:

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

All products in our current PlaySense Catalog (©2010) have been tested and certified to be in compliance with the requirements of the ASTM F1487 Safety Standard. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify compliance of all our play components, visit the IPEMA website at [www.ipema.org](http://www.ipema.org).

It is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010. Most of our playstructures are also designed to be in compliance with the ADA Accessibility Guidelines.

If you have any questions, please contact the undersigned.

Sincerely,

Landscape Structures Inc.

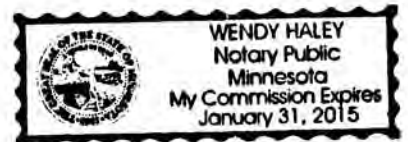
A handwritten signature in black ink that reads 'Tom Fitzpatrick'.

Tom Fitzpatrick  
Product Compliance Engineer

Subscribed and sworn before me on this 16th day of January, 2012.

A handwritten signature in black ink that reads 'Wendy Haley' written over a horizontal line.  
Notary Public

January 31, 2015  
Expiration Date



(Notary Stamp)



January 16, 2012

Subject: Skatewave

To: Whom It May Concern

The Skatewave 3.0 product line manufactured by Landscape Structures meets all of the technical requirements of ASTM F2334-09, which is the standard guide for above ground public use skatepark facilities. This standard includes requirements around materials used, the manufacturing of the product, various safety and performance requirements, as well as other aspects.

Sincerely,

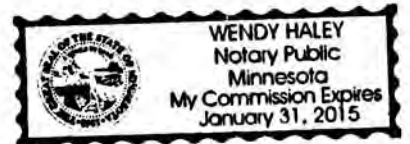
A handwritten signature in black ink that reads 'Tom Fitzpatrick'.

Tom Fitzpatrick, P.E.  
Product Compliance Engineer

Subscribed and sworn before me on this 16th day of January, 2012.

A handwritten signature in black ink that reads 'Wendy Haley' written over a horizontal line.  
Notary Public

January 31, 2015  
Expiration Date



(Notary Stamp)





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/06/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (847) 953-5390		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Landscape Structures, Inc. 601 7th Street South Delano MN 55328 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> ACE American Insurance Company		22667
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570046490089      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BFPD Incl. <input checked="" type="checkbox"/> Bkt Contractual Incl GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PMIG23860971005 SIR applies per policy terms & conditions	06/01/2012	06/01/2013	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY ( Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

Certificate No : 570046490089

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Broad Form Vendors Endorsement is included on the General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

Landscape Structures, Inc. 601 7th Street South Delano MN 55328 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central, Inc.</i>



## **TAB 6 – REFERENCES**

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume

# Customer References

## K12 ENTITIES

Entity Name: Mulvey School  
Contact Name and Title: Peter Correia, Principal  
City and State: Winnipeg, Manitoba  
Phone Number: 204 786-3469  
Years Serviced: 10  
Description of Services: Has purchased 2 playgrounds with LSI equipment in the last 10 years.

Entity Name: École LaVérendrye School  
Contact Name and Title: Vince Audino  
City and State: Winnipeg, MB  
Phone Number: (204) 452-5015  
Years Serviced: 5  
Description of Services: Purchased an Evos in 2008.

Entity Name: Hartley-Melvin-Sanborn Schools  
Contact Name and Title: Erica Shierholz  
City and State: Hartley, Iowa  
Phone Number: 712-728-2422  
Years Serviced: 1 year  
Description of Services: Installed PlaySense 30 EZ with a Supervised Volunteer Installation on April 28, 2012

Entity Name: Sun Prairie Schools  
Contact name and title: Tom Brooks. Buildings and Grounds Director  
City and State: Sun Prairie, WI  
Phone Number: 608 834 6567  
Years Serviced: Serviced for 15 years  
Description of Services: Supply and Installation of Park and Playground Equipment

Entity Name: Middleton Cross Plains Schools  
Contact Name and Title: Bill Eberhardt, Buildings and Grounds Director  
City and State: Middleton, WI  
Phone Number: 608 516 7249  
Years Serviced: Serviced for 10 Plus years  
Description of Services: Supply and Installation of Park and Playground Equipment

Entity Name: Salem Schools  
Contact Name and Title: Gary Aull, Buildings and Grounds Director  
City and State: Salem, Wisconsin  
Phone number: 262 496 5176  
Years Serviced: Serviced for 10 Years  
Description of Services: Supply and Installation of Park and Playground Equipment

## **K12 ENTITIES - continued**

Entity Name: Verona School District  
Contact Name and Title: Ken Kitzkie, Buildings and Grounds Director  
City and State: Verona, WI  
Phone Number: 608 845 4300  
Years Serviced: 10 Plus Years  
Description of services: Supply and Installation of Park and Playground Equipment

## **CITY/COUNTY ENTITIES**

Entity Name: The City of Albuquerque  
Contact Name and Title: David Flores, Principal Project Coordinator, Strategic Planning and Design Park and Rec Dept.  
City and State: Albuquerque, NM  
Phone Number: 505-768-5379  
Years Serviced: 21 year  
Description of Services: Playground Sales, Outdoor Exercise Equipment, Skatepark Equipment

Entity Name: The City of El Paso  
Contact Name and Title: Richard Garcia, Parks Project Superintendent  
City and State: San Antonio, TX  
Phone Number: 915-240-3312  
Years Serviced: 27  
Description of Services: Playground Sales, Outdoor Exercise Equipment. SkatePark Equipment

Entity Name: Lubbock Park and Recreation  
Contact Name and Title: Craig Wuensche, Parks Development  
City and State: Lubbock, TX  
Phone Number: (806)-787-2787, (806) 775-2665  
Years Serviced: 15  
Description of Services: Playground Sales, Outdoor Exercise Equipment.

Entity Name: The City of Pasadena, TX  
Contact Name and Title: Tim Miller, Recreation Superintendent  
City and State: Pasadena, TX  
Phone Number: 713-740-7062  
Years Serviced: 6  
Description of Services: Playground Sales, Outdoor Exercise Equipment. SkatePark Equipment

Entity Name: Brookfield Parks and Recreation  
Contact Name and Title: Bill Kolstad, Director  
City and State: Brookfield, WI  
Phone Number: [262 796 6675](tel:2627966675)  
Years Serviced: 20 years  
Description of Services: Supply and Installation of Park and Playground Equipment

## CITY/COUNTY ENTITIES - continued

Entity Name: Waukesha Parks  
Contact Name and Title: Ron Grall, Director  
City and State: Waukesha, WI  
Phone Number: 262 524 3734  
Years Serviced: 20 years  
Description of Services: Supply and Installation of Park and Playground Equipment

Entity Name: Waunakee Community Parks  
Contact Name and Title: Susan McDad, Waunakee Community Services Director  
City and State: Waunakee, WI  
Phone Number: 920-886-6062  
Years Serviced: 5 Years Plus  
Description of Services: Supply and Installation of Park and Playground Equipment

Entity Name: La Crosse Parks  
Contact Name and Title: Gary Amunson, Supervisor  
City and State: La Crosse, WI  
Phone Number: 608 789 7508  
Years Serviced: Serviced for 10 Plus years  
Description of Services: Supply and Installation of Park and Playground Equipment

Entity Name: Mount Horeb Parks  
Contact Name and Title: Jeff Gorman, Parks and Forestry Director  
City and State: Mount Horeb, WI  
Phone Number: 608 437 7190  
Years Serviced: 20 Plus Years  
Description of Services: Supply and Installation of Park and Playground Equipment

Entity Name: Oak Creek Parks  
Contact Name and Title: Jeff Wendt, Parks Supervisor  
City and State: Oak Creek, WI  
Phone Number: 414 768 6568  
Years Serviced: Plus Years  
Description of Services: Supply and Installation of Park and Playground Equipment

**TAB 8 – VALUE ADD**

Please include any additional products and/or services not included in the scope of the solicitation you think will enhance and add value to this contract for TCPN participating agencies.

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Please include any additional products and/or services not included in the scope of the solicitation you think will enhance and add value to this contract for TCPN participating agencies.

Free welcome sign – see attached flyer

Our website, [playlsi.com](http://playlsi.com), is the most comprehensive resource in our industry. The site contains more than 1,000 pages of products, planning information and industry news and information relevant to our customers. The site also includes an interactive application, Find Playground Designs, which offers hundreds of designs for customers to choose from or use as a basis to generate ideas. This tool is being updated continually with new designs and new products. Also on our website, is an application called Visit a Playground that encourages visitors to find playgrounds nearby where they can go to see our products. This helps reinforce our quality, safety and durability. Today we have more than 3,000 playgrounds worldwide to access.

Landscape Structures regularly hosts customer visits called VIP Tours. Customers get a chance to meet our employees and experience our culture. We guide them through our production facilities for a first hand look at our environmentally mindful manufacturing processes at work. We host 30 to 35 VIP Tours each year from large groups to single customer visits.

The Learning Academy, an education series offered by Landscape Structures, provides opportunities to customers (free of charge) to earn CEUs (Continuing Education Units - park and recreation) or PDHs (Professional Development Hours - landscape architects) and gain valuable information they can use in their everyday work. Landscape Structures was approved as an authorized provider by the International Association for Continuing Education and Training (IACET). In obtaining this approval, Landscape Structures has demonstrated that it complies with the ANSI/IACET Standards which are widely recognized as standards of good practice internationally. As a result of our authorized provider membership status, Landscape Structures is authorized to offer IACET CEUs for its programs that qualify under the ANSI/IACET Standards. IACET is the organization NRPA uses for accreditation.

Landscape Structures also offers workshops on topics such as ADA, ASTM, CPSC guidelines, equipment maintenance, safety seminars and other topics upon request.

We also offer a toll-free hotline for installation questions 24 hours a day, 7 days a week.

A Higher Level  
of Inclusive Play™





# Our Philosophy

Designing Playspaces to  
Meet **ALL** Children's Needs



Over the years, we have learned that accessibility is not enough. Simply getting a child with limited mobility onto the playground doesn't necessarily enhance their play experience. Nor does it take into consideration children with sensory deficits and other developmental issues.

A Higher Level of Inclusive Play™ brings together children of all abilities, meeting a variety of needs on a single playground.

It may sound like a tall order, but inclusive play doesn't have to be daunting. Our design philosophy

addresses the **environment**, the **play experience** and **variability**. We believe that the combination of these elements allow every child to choose how they want to engage in the playspace. Our process is grounded in best practices from experts in the field of Universal Design, developmentally appropriate practices in play for all children and our collective history of what is needed to support all children.

Inclusive playspace design takes deliberate planning, but the reward is a community play area that embraces every member!



## The Seven Principles of Universal Design

Universal Design is a framework for the design of environments, products, buildings, ideas and more with the express goal that they be usable by the widest range of people with the widest range of abilities.

This framework influences our Inclusive Play Design Philosophy. The seven principles below are rigorously applied against each element of our design process, as demonstrated by the examples throughout this piece.

- 1 Equitable use
- 2 Flexibility in use
- 3 Simple and intuitive use
- 4 Perceptible information
- 5 Tolerance for error
- 6 Low physical effort
- 7 Size and space for approach and use

For more information on the Seven Principles of Universal Design, visit [playlsi.com](http://playlsi.com), keywords: universal design.



# Environment

Creating a welcoming, safe and accessible environment is just as important as the play equipment you put in it. A well-designed environment makes the space more comfortable and user friendly for children and families of all ages and abilities.

## Safety and Comfort

**FENCING.** A fence can help define and contain the activity area, providing a sense of comfort to both children and their parents. Fencing can be purely functional, or incorporate a playground's theme.

**SIGNAGE.** All people feel more comfortable when they have a better understanding of their surroundings. We encourage including signage that identifies accessible facilities, meeting spots and play areas by age group as well as amenities such as water and restrooms.

**SHADE.** Children's tolerance levels of sun and heat vary greatly. Therefore, plenty of shade is recommended over the playstructure. Whenever available, natural shade is a great option.

**SEATING.** Benches with backs and arm rests, tables and game tables may be strategically located around the play area (preferably in shaded areas) for supervision, resting and to promote intergenerational socialization.

## Access

**PATHWAYS.** Accessible pathways that transition between activity areas should be short and direct. The Americans with Disabilities Act Accessibility Guidelines (ADAAG) requires a minimum 60" width — wide enough for a wheelchair and someone walking next to them. Where available, adhere to or try to exceed slope requirements. Like fencing, pathways can be functional as well as thematic.

**RAMPS AND TRANSFER POINTS.** Wheelchair-accessible ramps and transfer modules to higher play events/overlooks offer more equitable access and encourage interactive play among kids of all abilities. Transfer steps are provided in close proximity to the play component exit and allow users to return to their original transfer point.

**PROTECTIVE SURFACING.** A truly inclusive playground should incorporate a unitary surface such as poured-in-place surfacing, rubber mats/tiles or artificial grass on the accessible routes.



Incorporating shade and seating into the design provides a more comfortable playspace for family and friends, especially seniors.



Balcony decks are recommended to increase the amount of toe space for a frontal approach to the reach panel — thus enhancing access and safety.



This double-wide ramp exceeds ADAAG standards to offer more size and space for approach and use while also providing an alternative route for play.

# Variability

Inclusive playgrounds should present a variety of play opportunities to meet the widest range of children’s abilities, needs and interests. Such a playground will continue to support children as they grow, offering new challenges as they master one component and move on to another.

Variability meets a child’s curiosity with a developmentally appropriate challenge, building comfortably on the skills they already possess to help them gain new skills. By striking this balance and achieving a “just right fit,” children are encouraged to challenge themselves in ways that they can control and manage.



## Flexibility/Options

While many children readily flock to large playstructures, some feel more comfortable in smaller, cozier spaces. The addition of ground-level activities allow small groups to explore different play experiences at their own pace. Provide gradually increasing levels of challenge. Your design may include overhead events at different heights or create combinations of stepping forms and balance beams.

## Self Directed

Watching children at play, we’ve noticed how they naturally gravitate toward activities that capture their interest and correspond with their abilities. By offering a variety of equitable yet diverse options, you’re providing a wide range of self-directed play opportunities in a layout that accommodates the needs of the widest range of users.

# Play Experience

Playgrounds can offer many opportunities for children to further develop physical, cognitive, sensory and social skills. An inclusive design includes a balance of play experiences to build all these skills.

## Cognitive

Kids learn by doing. A playground can reinforce learning and enhance problem-solving skills with games, mazes, maps of the world, tracing panels and more. Cognitive play can happen individually, in an interactive group, and in teachable moments between adults and children.

## Physical

All kids benefit from activities such as balance and coordination, muscle strength and endurance, cardiovascular exercise and motor planning. To meet as many needs and skill levels as possible, consider including graduated levels of challenge, complex alternative routes, elements that encourage cross-lateral movement and a variety of developmentally appropriate risks.

## Social/Emotional

The playground is a wonderful opportunity for children to grow both socially and emotionally. As they challenge themselves physically, they also learn how to manage joy and frustration, friendship and conflict, while developing a stronger sense of self along the way. Whether engaged in parallel play, quiet play or active social play, an inclusive playground provides plenty of opportunities for children to get their current social and emotional needs met. Include a variety of gathering spots, some that can accommodate several children as well as cozy, quiet spaces for just a few.



Cognitive play can be educational, socially engaging and fun.



Flexible cable climbers at ground level encourage varied movement patterns and physical skill development.



The Sway Fun® accessible glider, powered by a little coordinated effort and lots of enthusiasm, provides both a social gathering place and unique vestibular stimulation.



Swings provide social play and vestibular play experiences for all children.



## Sensory

Children of all ages, physical and developmental abilities are attracted to sensory activities. A sensory-rich inclusive play environment can bring all of these children together while providing each one with the sensory experiences they seek.

Most kids enjoy sliding, spinning, swinging and climbing. Besides being fun, these activities sharpen our internal senses — vestibular (awareness of how our body moves through space and against gravity) and proprioception (awareness of body position and how much force is needed for an activity).

The sense of touch is a whole-body experience. We recommend making a wide range of materials and textures available for touch — rough and smooth, hard and soft. Natural elements such as sand and water or flowers and plants provide ever-changing multi-sensory experiences.

Kids of all abilities are captivated by displays of color, moving objects and visually stimulating surfaces. Interactive play panels promote both individual and interactive play. Keep in mind that color can generate strong responses for visually sensitive children. In these instances, consider simple color schemes in more muted color tones and/or earth tones.

Lots of kids like to discover sound and enjoy their own musical creations. Music panels can also facilitate social and imaginary play.



Natural materials provide rich tactile sensory input and a manipulative activity that invites all kids to take part.



The sense of touch is a full-body experience, developing body awareness and sensitivity.



Sensory play activities attract all children to engage in play and facilitate social interactions.



Overhead events offer a complex alternative route with upper-body proprioceptive play.



## **Better playgrounds. Better world.™**

**Since 1971, Landscape Structures has been committed** to enhancing children's lives by fostering and creating inspiring play experiences while honoring the environment. We create innovative playground equipment to inspire children to grow strong bodies and minds so their futures remain bright. And to further ensure a better tomorrow, we are sensitive to the environment through manufacturing practices that minimize our impact on the earth. Our goal from day one has been to foster healthy children playing in healthy communities year after year, generation after generation.

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Contact your local playground consultant today to learn more at 888.438.6574. Or visit [playlsi.com](http://playlsi.com).

## Planning for an Inclusive Playground

1. Bring in a Landscape Structures playground consultant early in the process. They have extensive knowledge and can help you meet your criteria.
2. For larger projects, you may want to form an advisory committee. Helpful members can include landscape architects, child development experts, therapists, special education teachers, parents and children of all abilities.
3. Conducting a needs assessment of your community can help define your playground. Is there a large population who has a specific disability? How many children will you be serving? What do the people of the community want to see in their playground?
4. Try to design for "just right fit" play experiences — meeting the diverse needs of a variety of children.
5. When performing a complete site analysis, consider using natural features to provide slopes, height and shade. This may help avoid additional expenses later on.





Better playgrounds.  
Better world.™

# Complimentary Welcome Sign

With the purchase of any  
Landscape Structures  
playsystem



Digital print is infused and applied over an 11-gauge steel plate for extreme durability

Age-appropriate, ASTM-required safety language (six age ranges available)

Welcome message and safety information appears on both sides

Post color is ProShield-finished to match your playsystem

Direct bury or surface mount

Sign panel in ProShield® Gray

**Greet playground visitors with a helpful Welcome Sign,** free with your purchase of any Evos®, Weevos®, PlayBooster®, PlayShaper®, or PlaySense® playsystem. The sign also prominently displays age-appropriate safety information for kids and their supervisors, enhancing the value of your purchase.

One Welcome Sign is automatically included with your order. You may purchase additional signs for multiple entry points or to retrofit an existing playground.

Contact your local playground consultant today to learn more at 888.438.6574. Or visit [playsi.com](http://playsi.com).



**TAB 9 - REQUIRED DOCUMENTS**

- DOC #1 Clean Air and Water Act / Debarment Notice
- DOC #2 Lobbying Certification
- DOC #3 Contractors Requirements
- DOC #4 Antitrust Certification Statement

**Clean Air and Water Act & Debarment Notice**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

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I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Landscape Structures Inc.

Title of Authorized Representative: Chief Financial Officer

Mailing Address: 601 7th Street South; Delano, MN 55238

Signature: 

**LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

  
\_\_\_\_\_  
Signature of Respondent

6/11/12  
\_\_\_\_\_  
Date

**CONTRACTOR REQUIREMENTS**

**Contractor Certification**

**Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

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

**Fingerprint & Background Checks**

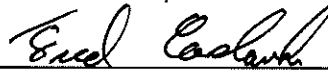
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

**Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



\_\_\_\_\_  
Signature of Respondent

6/11/12

\_\_\_\_\_  
Date

DOC #4

**ANTITRUST CERTIFICATION STATEMENTS  
(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Vendor** Landscape Structures Inc.

\_\_\_\_\_  
\_\_\_\_\_

**Address** 601 7th Street South

Delano, MN 55328

\_\_\_\_\_

**Phone** 763-972-3391

**Fax** 763-972-3185


**Bidder**

  
Signature

Fred Caslavka  
Printed Name

Chief Financial Officer  
Position with Company

**Authorizing Official**

  
Signature

Fred Caslavka  
Printed Name

Chief Financial Officer  
Position with Company