



July 5, 2012

NCPA
Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

Landscape Structures is pleased to submit our response to Solicitation No. 14-12: RFP for Playground Equipment, Surfacing, Site Furnishings, and Related Products/Services.

It is our understanding that the intent of this contract is for nationwide usage by participating governments agencies. Our approach will to be to manage this contract nationally while providing our product and service offerings through our authorized LSI dealer network. Landscape Structures and our reps have a long history with cooperative purchasing agreements and are very familiar with the benefits of a buying contract and the advantages to our customers. We have sold millions of dollars of equipment to hundreds local government agencies all over the country through various contract tools. We believe we have the ability to bring new members and increased sales to your program and build on your existing national base of members.

Please feel free to contact us with any questions. We look forward to your response.

A handwritten signature in black ink that reads 'Fred Caslavka'.

Fred Caslavka
Chief Financial Officer
P 763.972.5362
F 763.972.5282
fredcaslavka@playlsi.com

A handwritten signature in blue ink that reads 'Jane Jenewein'.

Jane Jenewein
Strategic Alliances Manager
P 763.972.5458
F 763.972.3185
janejenewein@playlsi.com



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General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. 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 Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- ◆ 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.
 - 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 one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.

- ◆ 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.

- ◆ Shipments (if applicable)
 - Vendor shall provide standard lead time and shipping policies on equipment p.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor.
- ◆ Pricing
 - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC 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.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this 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.
- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency 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

- A 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 CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC 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 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. 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.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
 - The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
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Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$15 - \$30 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

 - ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

 - ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

 - ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

 - ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Customer Service
-

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

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of July 16th, 2012, by and between National Cooperative Purchasing Alliance (“NCPA”) and Landscape Structures Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated July 16th, 2012, referenced as Contract Number NCPA 10-01, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Playground Equipment, Surfacing, Site Furnishings, and Related Products/Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and 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 Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- Vendor shall pay to NCPA a monthly/quarterly administrative fee based upon the total purchase price paid to Vendor for the sale of products and/or services pursuant to the Master Agreement based upon tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the

amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- The awarded vendor shall electronically provide NCPA 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 NCPA offices at reporting@ncpa.us. Reports are due on the **fifteenth (15th)** 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

NCPA Report

Month or Quarter

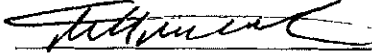
Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

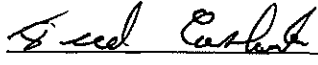
◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Muckel
Title: Director Business Development
Address: P.O. Box 701273
Houston, TX 77270
Signature: 
Date: 7/16/2012

Vendor: Landscape Structures Inc.

Name: Fred Caslavka
Title: Chief Financial Officer
Address: 601 7th Street South
Delano, MN 55328
Signature: 
Date: 7/18/12

Tab 3 – Vendor Questionnaire

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

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

All US Territories and 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 | |

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

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

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
 - A publically 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 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input checked="" type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**

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 Email: elaineharkess@playlsi.com

- Purchase Orders

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 Email: elaineharkess@playlsi.com

- Sales and Marketing

Contact Person: Jane Jenewein
 Title: Strategic Alliances Manager
 Company: Landscape Structures Inc.
 Address: 601 7th Street South
 City: Delano State: MN Zip: 55328
 Phone: 763-972-3391 Email: janejenewein@playlsi.com

- ◆ 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.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

- ◆ 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
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Tab 4 – Vendor Profile

For the following questions,
see attached responses.

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ 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 M/WBE, HUB, and manufacturer certifications for sales and service.



Tab 4 – Vendor Profile

- **Company’s official registered name.** Landscape Structures Inc.
- **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 sales 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*.

- **Company’s Dun & Bradstreet (D&B) number.** # 06-478-9787
- **Company’s organizational chart of those individuals that would be involved in the contract.**

Executive Support: David Smith, Vice President of Sales
 Phone: 763-972-3391
 Fax: 763-972-3185
 Email: davidsmith@playlsi.com

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

Sales: Jane Jenewein, Strategic Alliances Manager
 Phone: 763-972-3391
 Fax: 763-972-3185
 Email: janejenewein@playlsi.com

Contract Administration/Financial Reporting:
 Elaine Harkess, Contract Administrator
 Phone: 763-972-3391
 Fax: 763-972-3185
 Email: elaineharkess@playlsi.com

Marketing Lynn Pinoniemi, Director of Marketing
 Phone: 763-972-3391
 Fax: 763-972-3185
 Email: lynnpinoniemi@playlsi.com

- **Corporate office location.** 601 7th Street South, Delano, MN 55328
 - List the number of sales and services offices for states being bid in solicitation. 32
 - List the names of key contacts at each with title, address, phone and e-mail address.
See attached *Local Service Organization Offices*
- **Define your standard terms of payment.** Net 30 days from invoice date
- **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
- **Provide Annual Sales for last 3 years broken out into the following categories:**
 - Cities/Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations



- **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.
- **Describe how your company will market this contract if awarded.**
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 training 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.

The most effective way to demonstrate NCPA 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 NCPA. Our ongoing efforts to demonstrate benefits include providing good local references and case studies where NCPA has proved to be of benefit to a customer.

Landscape Structures would include the NCPA logo on our ads in publications that existing government customers subscribe to such as *Park and Recreation Magazine*, *Recreation Management*, *Principal* and *American School Business Journal*. We would also ensure visibility, accuracy and completeness of the NCPA agreement and partnership on our corporate website. We would provide links from our home page to NCPA 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
- **Describe how you intend to introduce NCPA to your company.**

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 NCPA 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 NCPA as a contract tool
- e. Conduct webinars with sales force to share best practices and selling strategies
- f. Invite NCPA Program Managers to attend our annual sales meeting and/or regional sales meetings as their schedules allow to further reinforce relationships and program promotion

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

While our complete catalog is offered for review on-line, we do not offer on-line ordering. We believe that due to the nature of our business and complexity of our product line, our customers are best served with a consultative personal approach. Our playground consultants offer full service to complete a project from site preparation to installation and help to simplify the ordering process.

On-line resources – The information on our nearly 1,000 page website compliments our position as the thought leader in the park and playground industry. Not only will you find our comprehensive product lines with features and benefits, but relevant industry news and information. We offer a step-by-step planning checklist that will help guide you from the beginning stages of defining your objective for the new playground to choose equipment and surfacing, all the way through installation and maintenance. The website also contains self-service applications like our Find Playground Designs, where you can browse playground ideas to get you started and Visit a Playground feature where you can see some of our playgrounds near you to check out our quality and innovation first hand. Through regular usability studies to our web users, we stay in touch with what is important and deliver up-to-date and relevant information. The website allows you to do as much research as you need and prefer and then our consultants are available to work with you at any point in the process.

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

Landscape Structures has 32 independent local sales companies. The hours of operation vary between local offices but are typically 8:00 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.

At Landscape Structures' corporate office our 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.

- **Green Initiatives**

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 Alabama, Arizona, California, Hawaii, 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 Watermill, 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

STATE OF ALABAMA



LICENSE NO.: 38041
TYPE: RENEWAL

BID LIMIT: U
AMOUNT: UNLIMITED

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

LANDSCAPE STRUCTURES INC

DELANO, MN 55328

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC-S: RECREATIONAL EQUIPMENT

until **March 31, 2013** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

78333

1st day of **March, 2012**
SECRETARY-TREASURER

CHAIRMAN

K a
W. J. Ford

IMPORTANT NOTICE

YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS.
[SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS.
[SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY.
[SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY.
[SEE RULE R-4-9-110]

Landscape Structures Inc

601 7th St S

Delano, MN 55328-8605

**THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: 02/28/2014
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Landscape Structures Inc



CONTRACTORS LICENSE NO 192142 CLASS L-5
COMMERCIAL PLAYGROUND EQUIPMENT

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **840892**

Entity **CORP**

Business Name **LANDSCAPE STRUCTURS INC**

Classification(s) **C61/D34**

Expiration Date **06/30/2014**

www.csib.ca.gov



STATE OF HAWAII

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS



CONTRACTORS LICENSE BOARD

This is to Certify that **LANDSCAPE STRUCTURES INC**

has been duly licensed as a/an **CONTRACTOR**

in the State of Hawaii on **FEBRUARY 21, 2012**

*This license shall be in full force and effect only as long as it is supported
by a current license identification card.*

APC. 32069

Mae A. Ruiz

Chairperson

State of Louisiana



State Licensing Board for Contractors

This is to Certify that:

LANDSCAPE STRUCTURES INC.
601 7th Street South
Delano, MN 55328

is duly licensed and entitled to practice the following classifications


SPECIALTY: RECREATION & SPORTING FACILITIES & GOLF COURSES



Expiration Date: January 20, 2015

License No: 54205

Witness our hand and seal of the Board dated,
Baton Rouge, LA 21st day of January 2012


Director


Chairman


Secretary-Treasurer

This License Is Not Transferrable

90 County

State of Maryland License

11555051

11877513

05846768

12



LANDSCAPE STRUCTURES INC
P O BOX 198
DELANO MN 55328

LANDSCAPE STRUCTURES INC
601 7TH STREET SOUTH
DELANO MN 55328

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
66	050	OUT-OF-STATE CONTRACTOR	1	50.00

DATE OF ISSUE
MO DAY YR
05/04/2012

MONTHS PAID
12

ISSUING FEES	2.00		
TOTAL	52.00	AMOUNT PAID	52.00

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2013**

ISSUED BY
SONDRA R. BUCKEL, CLERK OF CIRCUIT COURT
P.O. BOX 447
OAKLAND, MARYLAND 21550 (301)334-1937

BBR

STATE OF MISSISSIPPI

Certificate of Responsibility

No. 15739-SC

Which Expires Oct. 10, 2012



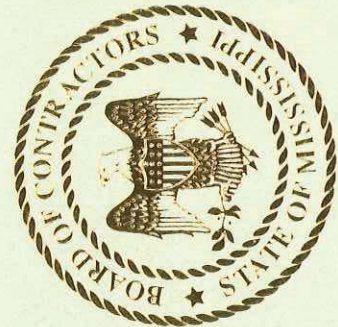
State Board of Contractors

THIS IS TO CERTIFY THAT

LANDSCAPE STRUCTURES INC.
601 7th STREET SOUTH
DELANO, MN 55328

is duly registered and entitled to practice
PLAYGROUND EQUIPMENT

Witness our hands and Seal of the Board,
dated Jackson, MS 12 day of Oct., 2011



James H. Kliese
CHAIRMAN OF THE BOARD
John M. Sullivan, Jr.
EXECUTIVE DIRECTOR

Registration Date: 01/19/2012
Expiration Date: 01/18/2013

Certificate Number
686763



State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2012
Landscape Structures Inc.

Responsible Representative(s):
Gerald Saluti, Manager
William Fuller, Manager
Peter Vogt, Manager

Responsible Representative(s):

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

ISSUE DATE
1/17/2012

State of New Jersey



Department of Labor and Workforce Development

PERMIT TO MAINTAIN PAYROLL RECORDS OUTSIDE OF THE STATE OF NEW JERSEY

Authorizing an employer to maintain outside of the State of New Jersey payroll records of hours worked by and wages paid to employees.
Pursuant to N.J.S.A Chapter 113, Laws of New Jersey 1966, this permit is issued to:

Landscape Structures Inc.
601 7th street South
Delano MN 55328

and LOCATION WHERE PAYROLL RECORDS WILL BE MAINTAINED OUTSIDE OF NEW JERSEY

Landscape Structures Inc.
601 7th street South
Delano, MN 55328

This permit is issued for an unlimited time period. Payroll records must be made available for inspection in New Jersey in accordance with the information in your application. This permit may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development. It is valid only for the address shown above.

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

Must be posted in a conspicuous place

EMPLOYER NUMBER
686763

PERMIT NUMBER
16166

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

LANDSCAPE STRUCTURES, INC.

LICENSE NUMBER

90589

Qualifying Party(S)
RUMPZA BRIAN JOHN


EXPIRES

06/30/2013

CLASSIFICATION(S)

GF85




DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

261039



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



ID NUMBER: 00050091
LIC STATUS: ACTIVE
EXPIRATION DATE: 02/28/2013

CONTRACTORS
CONTRACTOR
LANDSCAPE STRUCTURES, INC.

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET.

BRIAN RUMPZA
LANDSCAPE STRUCTURES, INC.
601 7TH ST. S.,
P.O. BOX 198
DELAND MN 55328-0198



7394537

261039

State of Tennessee

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

LANDSCAPE STRUCTURES, INC.

*This is to certify that all requirements of the State of Tennessee
have been met.*

ID NUMBER: 00050091
LIC STATUS: ACTIVE
EXPIRATION DATE: 02/28/2013

BC- 19,28,29,30,31;
S- INSTALLATION OF PLAYGROUND &
SKATE PARK EQUIPMENT;
\$1,500,000



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Detach And Display Certificate

B11Z0037

DEPARTMENT OF LABOR AND INDUSTRIES

REGISTERED AS PROVIDED BY LAW AS
CONST CONTR GENERAL

REGIST. #	EXP. DATE
CC01 LANDSS1973NQ	3/21/2013
EFFECTIVE DATE	7/31/2003

LANDSCAPE STRUCTURES INC
601 7TH STREET SOUTH
DELANO MN 55328

F625-052-000 (8/97)

Detach And Display Certificate



Local Service Organization Offices

(Reference for Tab 4 Sales and Service Locations)

Facility locations, phone numbers and service manager names

Facility Location: 601 7th 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
www.playscapesms.com

Alaska

ExerPlay, Inc.
PO Box 1160
Cedar Crest, NM 87008-1160
800-457-5444
Dan Gardiner
info@exerplay.com
www.exerplay.com

Arizona

ExerPlay, Inc.
PO Box 1160
Cedar Crest, NM 87008-1160
800-457-5444
Dan Gardiner
info@exerplay.com
www.exerplay.com

Arkansas

Arkoma Playgrounds & Supply, LLC
93 Colt Square Dr., Suite 5
Fayetteville, AR 72703
888-340-7529
Becky Thompson
arkoma@arkoma.net
www.arkomaplaygrounds.com

California

(zip codes 919-928)
Coast Recreation, Inc.
3151 Airway Avenue
Costa Mesa, CA 92626
714-619-0100
Tim Hodges
lashley@coastrecreation.net
www.coastrecreation.com

California

(zip codes 900-918, 930-934)
RecWest Outdoor Products, Inc.
31320 Via Colinas, Suite 108
Westlake Village, CA 91362
818-735-3838
Mike Bennett
info@recwest.net
www.recwest.com



California

(zip codes 935 and above)
Ross Recreation Equipment Company, Inc.
100 Brush Creek Rd
Santa Rosa, CA 95404
707-538-3800
Ewing Philbin
info@rossrec.com
www.rossrec.com

Colorado

Rocky Mountain Recreation Inc.
PO Box 620411
Littleton, CO 80162
800-636-0199
Nancy Christie
info@rmrec.com
www.rmrec.com

Connecticut

O'Brien & Sons, Inc.
P.O. Box 650
Medfield, MA 02052
800-835-0056
Erin O'Brien
mail@obrienandsons.com
www.obrienandsons.com

Delaware

General Recreation, Inc.
PO Box 440
Newtown Square, PA 19073
800-726-4793
Andy Cush
sales@gen-rec.com
www.generalrecreationinc.com

District of Columbia

Sparks@Play, LLC
3705 Crondall Lane
Owings Mills, MD 21117
410-356-4151
Isaac Sparks
ssparks@sparksatplay.com
www.sparksatplay.com

Florida

Rep Services, Inc.
902 Waterway Place
Longwood, FL 32750-3573
407-831-9658
J.T. Almon, II
Sales@repservices.com
www.repservices.com

Georgia

Architectural Design Specialties
1122 Old Chatahoochee Ave, Suite E
Atlanta, GA 30318
404-367-0400
Ken Erdoes
kerdoes@adsreps.com
www.adsreps.com

Hawaii

Island Recreation, LLC
32 Merchant Street, Ste 100
Honolulu, HI 96813
808-531-7529
Mike McFarlane
Mike@IslandRecreation.net
www.IslandRecreation.net

Idaho zip codes 832-834, ,836-837

Sonntag Recreation, LLC
4245 Panorama Circle
Salt Lake City, UT 84124
800-748-5450
Chris Sonntag
chris@sonntagrec.com
www.sonntagrec.com

Idaho zip codes 835, 838

PlayCreation, Inc.
2104 SW 152nd Street
Burien, WA 98166
206-932-6366
John Mullan
info@play-creation.com
www.playcreation.com

**Illinois**

NuToys Leisure Products, Inc.
PO Box 2121
LaGrange, IL 60525
800-526-6197
Moirag Staggs
play@nutoys4fun.com
www.nutoys4fun.com

Indiana Zips 460-462, 467-479

Countryside Play Structures, LLC.
3535 N. CR 800 E.
Parker City, IN 47368
866-959-7866
Keith Hill
melissa@countrysideco.com
www.countrysideplaystructures.com

Indiana Zips 463-466

NuToys Leisure Products, Inc.
PO Box 2121
LaGrange, IL 60525
800-526-6197
Moirag Staggs
play@nutoys4fun.com
www.nutoys4fun.com

Iowa

Outdoor Recreation Products
1055 N. 205th Street
Elkhorn, NE 68022
800-747-5437
Jennifer Pospical
terrim@outdoorrec.net
www.outdoorrecreationproducts.com

Kansas

ATHCO, L.L.C.
13500 West 108th Street
Lenexa, KS 66215
800-255-1102
Brad Mohr
athco@athcollc.com
www.athcollc.com

Kentucky

Countryside Play Structures, LLC.
3535 N. CR 800 E.
Parker City, IN 47368
866-959-7866
Keith Hill
melissa@countrysideco.com
www.countrysideplaystructures.com

Louisiana

DYNA-PLAY, L.L.C.
PO Box 6497
Metairie, LA 70009-6497
888-877-3962
Eve Werner
evew@cox.net
www.dynaplay.com

Maine

O'Brien & Sons, Inc.
P.O. Box 650
Medfield, MA 02052
800-835-0056
Erin O'Brien
mail@obrienandsons.com
www.obrienandsons.com

Maryland

Sparks@Play, LLC
3705 Crondall Lane
Owings Mills, MD 21117
410-356-4151
Isaac Sparks
ssparks@sparksatplay.com
www.sparksatplay.com

Massachusetts

O'Brien & Sons, Inc.
P.O. Box 650
Medfield, MA 02052
800-835-0056
Erin O'Brien
mail@obrienandsons.com
www.obrienandsons.com

**Michigan**

Superior Play, L.L.C.
889 S. Old US 23
Brighton, MI 48114
888778-7529

Eric Sheffer

support@superiorplaymi.com

www.superiorplaymi.com

Minnesota except zip codes 565 & 567

Flagship Recreation
3980 Zanzibar Lane North
Plymouth, MN 55446
877-550-7860

Grant DesRoches

info@flagshipplay.com

Minnesota zip codes 565 & 567

Dakota Fence
PO Box 1408
Fargo, ND 58107-1408
800-726-4064

Mike Dunn

play@dakotafence.com

www.dakotafence.com

Mississippi

Playscapes of Mississippi
153 Bradfield Road
Madison, MS 39110
601-427-1090

Max Maxwell

info@playscapesms.com

www.playscapesms.com

Missouri zip codes 630-631, 633-639

NuToys Leisure Products, Inc.
PO Box 2121
LaGrange, IL 60525
800-526-6197

Moira Staggs

play@nutoys4fun.com

www.nutoys4fun.com

Missouri Zips 640-641, 644-648, 650-656, 658

ATHCO, L.L.C.
13500 West 108th Street
Lenexa, KS 66215
800-255-1102

Brad Mohr

athco@athcollc.com

www.athcollc.com

Montana

Dakota Fence
PO Box 1408
Fargo, ND 58107-1408
800-726-4064

Mike Dunn

play@dakotafence.com

www.dakotafence.com

Nebraska

Outdoor Recreation Products
1055 N. 205th Street
Elkhorn, NE 68022
800-747-5437

Jennifer Pospical

terrim@outdoorrec.net

www.outdoorrecreationproducts.com

Nevada

Creative Play
3068 S Highland Dr.
Las Vegas, NV 89109
702-307-6245

Donald Garritano

info@creativeplaykids.com

www.creativeplaykids.com

New Hampshire

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

Erin O'Brien

mail@obrienandsons.com

www.obrienandsons.com

**New Jersey**

General Recreation, Inc.
PO Box 440
Newtown Square, PA 19073
800-726-4793
Andy Cush
sales@gen-rec.com
www.generalrecreationinc.com

New Mexico

ExerPlay, Inc.
PO Box 1160
Cedar Crest, NM 87008-1160
800-457-5444
Dan Gardiner
info@exerplay.com
www.exerplay.com

New York Zips 100-119

Site Specialists Ltd.
PO Box 402
Carle Place, NY 11514
516-338-1630
Craig Heslin
sitespec@optonline.net

New York Zips 120-149

Parkitects, Inc.
138 Ludlowville Road
Lansing, NY 14882
800-726-4833
Steve Lauzun
info@playgroundinfo.com
www.Playgroundinfo.com

North Carolina

Carolina Parks and Play, LLC
P.O. Box 146
Cary, NC 27512
919-469-9188
Curt McDuffee
info@carolinaparksandplay.com
www.carolinaparksandplay.com

North Dakota

Dakota Fence
PO Box 1408
Fargo, ND 58107-1408
800-726-4064
Mike Dunn
play@dakotafence.com
www.dakotafence.com

Ohio

Service Supply Ltd., Inc.
1524 South Hamilton Road
Columbus, OH 43227
614-861-3681
Jerry Groves
Sersupply@aol.com

Oklahoma

ACS Playground Adventures
8501 Mantle Ave.
Oklahoma City, OK 73132
877-766-7529
Clint Pitzer
sales@acsplay.com
www.acsplay.com

Oregon

Ross Recreation Equipment Company, Inc.
100 Brush Creek Rd
Santa Rosa, CA 95404
707-538-3800
Nick Philbin
info@rossrec.com
www.rossrec.com

Pennsylvania

General Recreation, Inc.
PO Box 440
Newtown Square, PA 19073
800-726-4793
Andy Cush
sales@gen-rec.com
www.generalrecreationinc.com



Rhode Island

O'Brien & Sons, Inc.
P.O. Box 650
Medfield, MA 02052
800-835-0056
Erin O'Brien
mail@obrienandsons.com
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Tennessee

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601 – 7th Street South
Delano, MN
Steve Hare
800-328-0035
info@playlsi.com
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
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
David Russell
info@4funrct.com
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
www.lonestarrecplaygrounds.com

Utah

Sonntag Recreation, LLC
4245 Panorama Circle
Salt Lake City, UT 84124
800-748-5450
Chris Sonntag
chris@sonntagrec.com
www.sonntagrec.com

**Vermont**

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410-356-4151
Isaac Sparks
ssparks@sparksatplay.com
www.sparksatplay.com

Washington

PlayCreation, Inc.
2104 SW 152nd Street
Burien, WA 98166
206-932-6366
John Mullan
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www.playcreation.com

West Virginia

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Jerry Groves
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Wisconsin

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Mount Horeb, WI 53572
800-236-7758
Ann Szalkowski
play@gerberleisure.com
www.gerberleisure.com

Wyoming

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800-726-4064
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www.dakotafence.com

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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.

Number of qualified / factory trained personnel normally on hand

Landscape Structures has 2 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 1-2 days. Custom parts may take 6 – 8 weeks.

Training services, facilities and personnel available

Landscape Structures hosts a bi-annual 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.



Local Service Organization Offices

(Reference for Tab 4 Sales and Service Locations)

Facility locations, phone numbers and service manager names

Facility Location: 601 7th 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
www.playscapesms.com

Alaska

ExerPlay, Inc.
PO Box 1160
Cedar Crest, NM 87008-1160
800-457-5444
Dan Gardiner
info@exerplay.com
www.exerplay.com

Arizona

ExerPlay, Inc.
PO Box 1160
Cedar Crest, NM 87008-1160
800-457-5444
Dan Gardiner
info@exerplay.com
www.exerplay.com

Arkansas

Arkoma Playgrounds & Supply, LLC
93 Colt Square Dr., Suite 5
Fayetteville, AR 72703
888-340-7529
Becky Thompson
arkoma@arkoma.net
www.arkomaplaygrounds.com

California

(zip codes 919-928)
Coast Recreation, Inc.
3151 Airway Avenue
Costa Mesa, CA 92626
714-619-0100
Tim Hodges
lashley@coastrecreation.net
www.coastrecreation.com

California

(zip codes 900-918, 930-934)
RecWest Outdoor Products, Inc.
31320 Via Colinas, Suite 108
Westlake Village, CA 91362
818-735-3838
Mike Bennett
info@recwest.net
www.recwest.com



California

(zip codes 935 and above)
Ross Recreation Equipment Company, Inc.
100 Brush Creek Rd
Santa Rosa, CA 95404
707-538-3800
Ewing Philbin
info@rossrec.com
www.rossrec.com

Colorado

Rocky Mountain Recreation Inc.
PO Box 620411
Littleton, CO 80162
800-636-0199
Nancy Christie
info@rmrec.com
www.rmrec.com

Connecticut

O'Brien & Sons, Inc.
P.O. Box 650
Medfield, MA 02052
800-835-0056
Erin O'Brien
mail@obrienandsons.com
www.obrienandsons.com

Delaware

General Recreation, Inc.
PO Box 440
Newtown Square, PA 19073
800-726-4793
Andy Cush
sales@gen-rec.com
www.generalrecreationinc.com

District of Columbia

Sparks@Play, LLC
3705 Crondall Lane
Owings Mills, MD 21117
410-356-4151
Isaac Sparks
ssparks@sparksatplay.com
www.sparksatplay.com

Florida

Rep Services, Inc.
902 Waterway Place
Longwood, FL 32750-3573
407-831-9658
J.T. Almon, II
Sales@repservices.com
www.repservices.com

Georgia

Architectural Design Specialties
1122 Old Chatahoochee Ave, Suite E
Atlanta, GA 30318
404-367-0400
Ken Erdoes
kerdoes@adsreps.com
www.adsreps.com

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Island Recreation, LLC
32 Merchant Street, Ste 100
Honolulu, HI 96813
808-531-7529
Mike McFarlane
Mike@IslandRecreation.net
www.IslandRecreation.net

Idaho zip codes 832-834, ,836-837

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Salt Lake City, UT 84124
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Chris Sonntag
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www.sonntagrec.com

Idaho zip codes 835, 838

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Burien, WA 98166
206-932-6366
John Mullan
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www.playcreation.com

**Illinois**

NuToys Leisure Products, Inc.
PO Box 2121
LaGrange, IL 60525
800-526-6197
Maira Staggs
play@nutoys4fun.com
www.nutoys4fun.com

Indiana Zips 460-462, 467-479

Countryside Play Structures, LLC.
3535 N. CR 800 E.
Parker City, IN 47368
866-959-7866
Keith Hill
melissa@countrysideco.com
www.countrysideplaystructures.com

Indiana Zips 463-466

NuToys Leisure Products, Inc.
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800-526-6197
Maira Staggs
play@nutoys4fun.com
www.nutoys4fun.com

Iowa

Outdoor Recreation Products
1055 N. 205th Street
Elkhorn, NE 68022
800-747-5437
Jennifer Pospical
terrim@outdoorrec.net
www.outdoorrecreationproducts.com

Kansas

ATHCO, L.L.C.
13500 West 108th Street
Lenexa, KS 66215
800-255-1102
Brad Mohr
athco@athcollc.com
www.athcollc.com

Kentucky

Countryside Play Structures, LLC.
3535 N. CR 800 E.
Parker City, IN 47368
866-959-7866
Keith Hill
melissa@countrysideco.com
www.countrysideplaystructures.com

Louisiana

DYNA-PLAY, L.L.C.
PO Box 6497
Metairie, LA 70009-6497
888-877-3962
Eve Werner
evew@cox.net
www.dynaplay.com

Maine

O'Brien & Sons, Inc.
P.O. Box 650
Medfield, MA 02052
800-835-0056
Erin O'Brien
mail@obrienandsons.com
www.obrienandsons.com

Maryland

Sparks@Play, LLC
3705 Crondall Lane
Owings Mills, MD 21117
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Isaac Sparks
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www.sparksatplay.com

Massachusetts

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**Michigan**

Superior Play, L.L.C.
889 S. Old US 23
Brighton, MI 48114
888778-7529

Eric Sheffer

support@superiorplaymi.com

www.superiorplaymi.com

Minnesota except zip codes 565 & 567

Flagship Recreation
3980 Zanzibar Lane North
Plymouth, MN 55446
877-550-7860

Grant DesRoches

info@flagshipplay.com

Minnesota zip codes 565 & 567

Dakota Fence
PO Box 1408
Fargo, ND 58107-1408
800-726-4064

Mike Dunn

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Mississippi

Playscapes of Mississippi
153 Bradfield Road
Madison, MS 39110
601-427-1090

Max Maxwell

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www.playscapesms.com

Missouri zip codes 630-631, 633-639

NuToys Leisure Products, Inc.
PO Box 2121
LaGrange, IL 60525
800-526-6197

Moira Staggs

play@nutoys4fun.com

www.nutoys4fun.com

Missouri Zips 640-641, 644-648, 650-656, 658

ATHCO, L.L.C.
13500 West 108th Street
Lenexa, KS 66215
800-255-1102

Brad Mohr

athco@athcollc.com

www.athcollc.com

Montana

Dakota Fence
PO Box 1408
Fargo, ND 58107-1408
800-726-4064

Mike Dunn

play@dakotafence.com

www.dakotafence.com

Nebraska

Outdoor Recreation Products
1055 N. 205th Street
Elkhorn, NE 68022
800-747-5437

Jennifer Pospical

terrim@outdoorrec.net

www.outdoorrecreationproducts.com

Nevada

Creative Play
3068 S Highland Dr.
Las Vegas, NV 89109
702-307-6245

Donald Garritano

info@creativeplaykids.com

www.creativeplaykids.com

New Hampshire

O'Brien & Sons, Inc.
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Medfield, MA 02052
800-835-0056

Erin O'Brien

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**New Jersey**

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New Mexico

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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.

Category	Performance – 2009	2012 Year-End Goal
GHG Production <i>Reduce greenhouse gas production from company operations by 10%</i>	.058 tons CO ₂ e/Labor Hour	10% reduction
Electricity <i>Reduce electricity use from company operations by 12%</i>	.01467 kWh/Labor Hour	12% reduction
Natural Gas <i>Reduce consumption of natural gas in company operations by 8%</i>	.15146 Therms/Labor Hour	8% reduction
Water <i>Reduce consumption of water in company operations by 12%</i>	48 Gallons/Labor Hour	12% reduction
Waste – Compacted <i>Reduce the production of compacted trash by 6%</i>	33.4 tons of compacted trash	6% reduction
Waste – General <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
Transportation Saved (Domestic) <i>Increase by 6% the number of miles saved by pooling shipments in one truckload</i>	104,614 Miles – Pooling	6% increase
Paper, marketing use (printed internally) <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 (CO₂, CH₄, N₂O, HFCs, PFCs and SF₆) 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 CO₂ 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 CO₂ 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.

We're Closing the Loop!

Recycled/Reclaimed Materials Used in LSI Products

Material Used	Common Products Affected	% Used	Recyclable*	% Pre-Consumer	% Post-Consumer	Total Recycled
Aluminum	Playstructure Posts, SuperScoop Buckets, Steering Wheel, Spring Riders, Track Rides	100%	Yes	90-100%	0%	90-100%
Aluminum Die Castings	Post Caps, Clamps	100%	Yes	0%	90%	90%
Steel Tubing	PVC Coated Tubing, Vertical Ladders, Roller-slide Rollers	100%	Yes	0%	100%	100%
Steel Sheet and Plate	Decks, Ramps, Brackets, Flanges	100%	Yes	20-30%	0-30%	20-30%
Steel Wire	Wire Barriers, Wire tunnels	100%	Yes	0%	100%	100%
Recycled Plastic	Plastic benches, Peak Roof, PV Strip, Plastic Decks and Walls	90%	Yes	0%	100%	90%
Injection Molded Plastic	Bottom Post Caps, Dowel Pins	100%	Yes	0%	100%	100%
Rotationally Molded Plastic	Slides, Roofs, and Hoods	100%	Yes	0%	0%	0%
Compression Molded Plastic	Activity Panels, Handholds	100%	Yes	0%	0%	0%
Blow Molded Plastic	TuffTimbers™	100%	Yes	0%	0%	0%
Rubber	TuffTurf® Tiles	83-94%	Yes	0%	100%	83-94%
Cardboard Boxes		99%	Yes	0-25%	0-25%	0-25%
Packaging Peanuts		100%	Biodegradable			

Landscape Structures Inc. is committed to "closing the loop" by using materials with the highest recycled/reclaimed content possible without jeopardizing the quality and durability of our products.

* Where facilities exist





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). 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: All States

Company: Landscape Structures Inc.

Address: 601 7th Street South
Delano, MN 55328

Country:

Telephone: (888) 4FUNLSI

Fax: (763) 972-3185

Email: info@playlsi.com

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

Contacts

Randy Watermilller
763-972-5322
randywatermilller@playlsi.com

Tom Fitzpatrick
(763) 972-5277
tomfitzpatrick@playlsi.com





National Recreation
and Park Association



Certified
Playground
Safety Inspector

First Name	Last Name	City	State	Expiration	Cert	Certificate Number	Title, LSI Department
Cory	Anderson	Montrose	MN	5/1/2012	CPSI	14157-0512	Playground Designer, Design Services
Gabriel	Cotten	Montrose	MN	5/1/2015	CPSI	19943-0515	Playground Designer, Design Services
COLE	DEHN	BUFFALO	MN	5/1/2015	CPSI	19944-0515	Playground Designer, Design Services
Matt	Fawley	Howard Lake	MN	6/1/2014	CPSI	18359-0614	Mechanical Designer, Product Development
Thomas	Fitzpatrick	Delano	MN	5/1/2015	CPSI	205954-0515	Product Development Engineer, Product Development
Jennifer	Gray	St Louis Park	MN	5/1/2012	CPSI	14162-0512	Playground Designer, Design Services
Gerald	Gruette	Delano	MN	6/1/2014	CPSI	18360-0614	Senior Designer, Design Services
Peter	Gunnarson	Delano,	Mn	11/1/2013	CPSI	17214-1113	Concept Designer, Product Development
Nikki	Hall	Delano,	Mn	4/1/2013	CPSI	16098	Order Engineer, Order Engineering
Christine	Harper	Maple Grove	MN	4/1/2013	CPSI	16100	Playground Designer, Design Services
Perry	Hicks	Delano,	Mn	11/1/2013	CPSI	17217-1113	Mechanical Designer, Product Development
Dan	Hiller	Buffalo	MN	4/1/2013	CPSI	16101	Custom Products Engineer III, Design Services
Dan	Isaacs	Delano	MN	5/1/2015	CPSI	19958-0515	Mechanical Designer, Product Development
Jeff	Johnson	Delano,	Mn	11/1/2013	CPSI	17222-1113	Mechanical Designer, Product Development
TIM	KELLY	SAINT PAUL	MN	5/1/2015	CPSI	19965-0515	Playground Designer, Design Services
Earl	Kieffer	Buffalo	MN	6/1/2014	CPSI	18363-0614	Playground Designer, Design Services
Steve	King	Delano	MN	11/1/2012	CPSI	15164-1112	Chairman, Owner
John	McConkey	Delano	MN	9/1/2014	CPSI	18632-0914	Marketing Insights Manager, Marketing
Nick	Metz	Delano	MN	4/1/2013	CPSI	16108	Custom Products Presale Designer, Product Development
Kyle	Myrmel	Delano,	Mn	4/1/2013	CPSI	16110	Order Engineer, Order Engineering
Jessica	Nowacki Vandentheuvel	Delano,	Mn	6/1/2014	CPSI	18368-0614	Order Engineer, Order Engineering
Mark	Obrecht	Delano,	Mn	6/1/2014	CPSI	18369-0614	Playground Designer, Design Services
Sheri	Pederson	St. Louis Park	MN	5/1/2015	CPSI	19974-0515	Playground Designer, Design Services
Steven	Plager	Delano,	Mn	11/1/2013	CPSI	17231-1113	Design Engineering Manager, Product Development
Tory	Roff	Minneapolis	MN	5/1/2015	CPSI	19977-0515	Custom Products Presale Designer, Product Development
Brian	Rumpza	Private	MN	1/1/2013	CPSI	15557-0113	Installation Coordinator, Installation
Trevor	Fyks	Delano,	Mn	11/1/2013	CPSI	17232-1113	Mechanical Designer, Product Development
Brian	Schaust	Delano	MN	4/1/2013	CPSI	12785-0413	Installation Coordinator, Installation
Patricia	Tacheny	Litchfield	MN	4/1/2013	CPSI	16121	Playground Designer, Design Services
Randy	Watermilller	Delano	MN	11/1/2012	CPSI	15160-1112	Director of Product Development, Product Development
Tom	Wetter	Delano,	Mn	5/1/2012	CPSI	14138-0512	Custom Products Engineer Manager, Product Development



**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 November 29, 2011 to November 28, 2014.

*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 A0000177-10

ETC / NAICS / SIC Code(s): 17 / 33992 / 3499



Paul M. Burck

Mr. Paul M. Burck, President

11/1/2011

Date





**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, 2011 to November 28, 2014.

*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 A0000509-8.

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



Paul M. Burck

Mr. Paul M. Burck, President

11/1/2011

Date

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
 - ◆ The following is a list of suggested (but not limited to) Playground Equipment, Surfacing, Site Furnishings, and Related Products/Services categories. List all categories that you are responding with:
 - Playground Equipment
 - Complete Systems
 - Stand-alone activities
 - System Components
 - Replacement Parts
 - Related Accessories
 - Surfacing Materials
 - Site Furnishings
 - Benches
 - Picnic Tables
 - Planters
 - Related Site Furnishings
 - Services
 - Installation
 - Design
 - Layout
 - Repair and/or Maintenance
 - Removal
 - Disposal
 - Related Products
 - Shade Structures
 - Skate Parks
-

Tab 5 – Products and 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).

Standard manufacturing lead time is two weeks from receipt of order on standard product, unlimited configurations, with no up charge. Expedited two-day lead time may be available upon request. Additional charges may apply. Lead time on custom product is determined at time of quote.

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.

Landscape Structures can supply all the items listed on Tab 5 in the RFP as shown below either through our catalog offering on a discount basis or on a cost-plus basis with our network of certified installers and vendor relationships.

- Playground Equipment
 - Complete Systems
 - Stand---alone activities
 - System Components
 - Replacement Parts
 - Related Accessories
- Surfacing Materials
- Site Furnishings
 - Benches
 - Picnic Tables
 - Planters
 - Related Site Furnishings
- Services
 - Installation
 - Design
 - Layout
 - Repair and/or Maintenance
 - Removal
 - Disposal
- Related Products
 - Shade Structures
 - Skate Parks

Installation is offered on a percentage of the equipment list price, 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 Surfacing

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

Warranty and post-installation information is attached.

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.

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.



Warranty and Post-Installation Support

Warranty

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.

- Complete 2012 warranty certificate is attached.
- 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.

Replacement Parts

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.

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 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



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.

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.

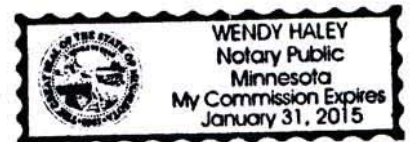
A handwritten signature in black ink that reads 'Tom Fitzpatrick'.

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'.

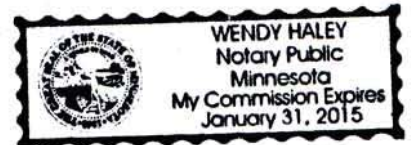
Tom Fitzpatrick, P.E.
Product Compliance Engineer

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).

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

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	GENERAL LIABILITY <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
	AUTOMOBILE LIABILITY <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)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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			<input type="checkbox"/> 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.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>



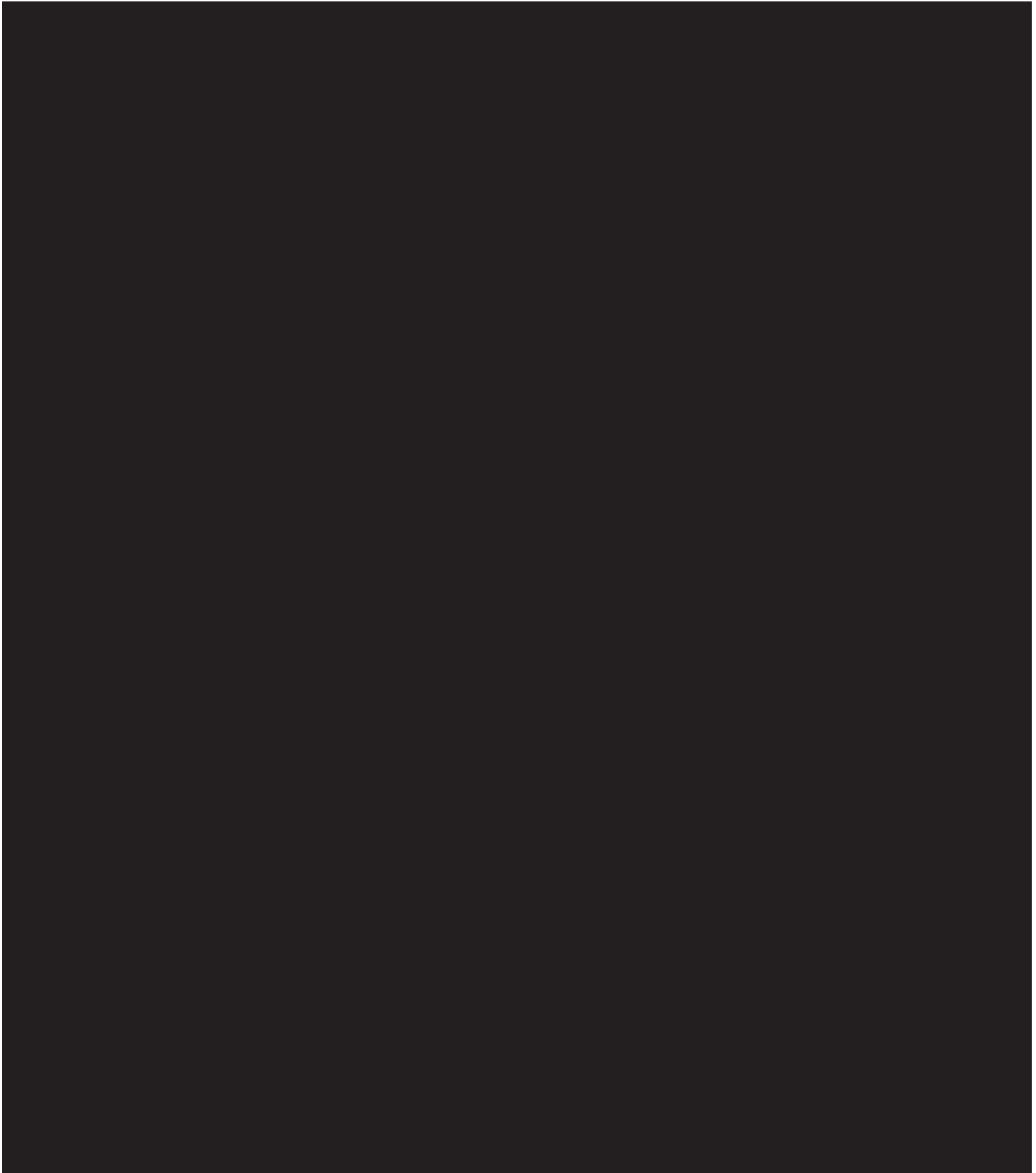
Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 6 – References

K12 ENTITIES



K12 ENTITIES - continued



CITY/COUNTY ENTITIES



CITY/COUNTY ENTITIES - continued





2012 Installation Rates*

Rates apply to Landscape Structures and PlaySense Playground Equipment and Skatewave Skatepark Equipment

State	Installation Rate*	State	Installation Rate*
Alabama	8%	Montana	4%
Alaska	8%	Nebraska	4%
Arizona	49%	Nevada	4%
Arkansas	8%	New Hampshire	44%
California	47%	New Jersey	46%
Colorado	44%	New Mexico	49%
Connecticut	55%	New York	45%
Delaware	44%	North Carolina	9%
Florida	44%	North Dakota	8%
Georgia	44%	Ohio	44%
Hawaii	49%	Oklahoma	9%
Idaho	8%	Oregon	4%
Illinois	49%	Pennsylvania	44%
Indiana	44%	Rhode Island	46%
Iowa	4%	South Carolina	8%
Kansas	8%	South Dakota	8%
Kentucky	44%	Tennessee	44%
Louisiana	8%	Texas	49%
Maine	46%	Vermont	9%
Maryland	55%	Virginia	4%
Massachusetts	5%	Washington	46%
Michigan	4%	West Virginia	45%
Minnesota	49%	Wisconsin	8%
Mississippi	40%	Wyoming	9%
Missouri	4%		

***Rates are a maximum allowable percentage under the contract.
Rates include NCPA Admin Fee**

1. Minimum Installation Fee of \$5,000.00
2. Do not calculate Installation Fee until total unit Price of equipment is stated. Installation at the Cost of Installation.
3. Price list is a guide only for installation and does not include shipping or equipment cost at the time of order. Price is subject to change without notice.
4. Transportation and/or Installation and/or



Canada Structures Inc
2019 Freight Chart

Destination Freight
Proration and Surcharges

In addition to our proration over 5000 lbs or more containers an out-of-colour product will require a customer request quote. Please contact Deck 48 or 777-Canada Client Care Cloud@rustland.com for more information. Please contact your nearest office or our toll-free call centre at 1-800-4-999-1000 or 1-800-4-999-1000 for more information. Please contact 404-407-4000 and 400-407-4000 for more information. Please contact Point-Incontinent and Post Cool for more information.

To calculate P&C charges, please refer to the table on the right side of the page.

Rates quoted are per 100 pounds (CWT)

Product Code	Product Name	Product Description	P&C Rate
ACS - 166			9%
	Inland Charge		0.06
	Over 500 lbs		88.4
	500-999 lbs		74.89
	1000-1999 lbs		65.00
	2000-4999 lbs		61.88
	5000 lbs truckload		Call for quote
ARCHITECTURAL DESIGN SERVICES			9%
	Inland Charge		86.04
	Over 500 lbs		91.00
	500-999 lbs		86.08
	1000-1999 lbs		69.00
	2000-4999 lbs		58.07
	5000 lbs truckload		Call for quote
ARKOMA - 126			9%
	Inland Charge		0.04
	Over 500 lbs		88.4
	500-999 lbs		74.87
	1000-1999 lbs		65.00
	2000-4999 lbs		61.88
	5000 lbs truckload		Call for quote
ATHCO - 113			8%
	Inland Charge		54.68
	Over 500 lbs		70.06
	500-999 lbs		55.88
	1000-1999 lbs		46.55
	2000-4999 lbs		41.94
	5000 lbs truckload		Call for quote
CAROLINA PARKS & PLAY - 155			8%
	Inland Charge		81.06
	Over 500 lbs		95.77
	500-999 lbs		88.40
	1000-1999 lbs		70.99
	2000-4999 lbs		60.09
	5000 lbs truckload		Call for quote
COAST REC - 119			0%
	Inland Charge		41.78
	Over 500 lbs		70.00
	500-999 lbs		91.00
	1000-1999 lbs		79.54
	2000-4999 lbs		68.90
	5000 lbs truckload		Call for quote
COUNTRYSIDE PLAYGROUNDS - 158			8%
	Inland Charge		61.65
	Over 500 lbs		70.40
	500-999 lbs		56.45
	1000-1999 lbs		46.46
	2000-4999 lbs		41.45
	5000 lbs truckload		Call for quote
COUNTRYSIDE PLAYGROUNDS - 158			0%
	Inland Charge		70.90
	Over 500 lbs		77.70
	500-999 lbs		71.79
	1000-1999 lbs		56.98
	2000-4999 lbs		51.67
	5000 lbs truckload		Call for quote
CREATIVE PLAY - 153			7%
	Inland Charge		9.06
	Over 500 lbs		0.09
	500-999 lbs		87.85
	1000-1999 lbs		74.70
	2000-4999 lbs		64.80
	5000 lbs truckload		Call for quote



Landscape Structures Inc
2000 Front Street

Wholesale Division
P.O. Box 10000

In addition to our other products we offer 5000 lb. or more containers and also offer a variety of products including a variety of plant material, plants, trees, shrubs, flowers, and other products. We also offer a variety of services including installation, maintenance, and more. For more information, please call our toll-free number at 800-451-7575.

For more information, please call our toll-free number at 800-451-7575.

Rates quoted are per 100 pounds (CWT)

DAKOTA FENCE - 159	
7' x 4" x 1/2"	Call for quote
in 500 lb container	59.00
in 500 lb container	66.00
500-999 lbs	51.50
1000-1999 lbs	40.88
2000-4999 lbs	27.65
5000 lbs truckload	Call for quote

DAKOTA FENCE - 159	
9' x 4" x 1/2"	Call for quote
in 500 lb container	80.15
in 500 lb container	78.00
500-999 lbs	65.80
1000-1999 lbs	56.96
2000-4999 lbs	54.60
5000 lbs truckload	Call for quote

DYNA PLAY - 151	
9' x 4" x 1/2"	Call for quote
in 500 lb container	77.50
in 500 lb container	74.56
500-999 lbs	90.46
1000-1999 lbs	80.84
2000-4999 lbs	77.70
5000 lbs truckload	Call for quote

EXERPLAY - 150	
7' x 4" x 1/2"	Call for quote
in 500 lb container	60.00
in 500 lb container	60.56
500-999 lbs	88.15
1000-1999 lbs	79.00
2000-4999 lbs	75.90
5000 lbs truckload	Call for quote

EXERPLAY - 150	
7' x 4" x 1/2"	Call for quote
in 500 lb container	91.15
in 500 lb container	90.19
500-999 lbs	87.85
1000-1999 lbs	74.70
2000-4999 lbs	64.80
5000 lbs truckload	Call for quote

FLAGSHIP - 157	
4' x 4" x 1/2"	Call for quote
in 500 lb container	97.00
in 500 lb container	46.09
500-999 lbs	66.94
1000-1999 lbs	81.00
2000-4999 lbs	66.49
5000 lbs truckload	Call for quote

GENERAL RECREATION - 171	
8' x 4" x 1/2"	Call for quote
in 500 lb container	77.40
in 500 lb container	89.08
500-999 lbs	75.07
1000-1999 lbs	61.70
2000-4999 lbs	55.66
5000 lbs truckload	Call for quote

GENERAL RECREATION - 171	
9' x 4" x 1/2"	Call for quote
in 500 lb container	86.05
in 500 lb container	91.00
500-999 lbs	86.08
1000-1999 lbs	69.00
2000-4999 lbs	58.07
5000 lbs truckload	Call for quote

GERBER - 105	
5' x 4" x 1/2"	Call for quote
in 500 lb container	65.00
in 500 lb container	68.80
500-999 lbs	51.47
1000-1999 lbs	41.08
2000-4999 lbs	39.06
5000 lbs truckload	Call for quote



LANSCAPE STRUCTURES INC
2001 FRONT COURT

COMPANY OFFICE: F.O.B. DESTINATION FRONT COURT
PROCAIN AND COMPANY

IN ADDITION TO OUR COMPANY OFFER 5000 LBS OR MORE CONTAINING AN OUTGOING IN PRODUCT WILL RETURN A
CUSTOMER TRUCK QUOTE. PLEASE CONTACT DICK 480.700.2424 OR CALVIN 480.700.7777 FOR MORE INFORMATION.

TO CALCULATE PP CARTRIDGE ULTIMATE TO TRUCK OR OUTGOING QUOTE CONTACT PP CALL

Rates quoted are per 100 pounds (CWT)

Table with multiple columns and rows containing product models like LONE STAR - 104, NUTOYS - 101, O'BRIEN - 145, etc., and their respective prices and truck load details.



Canadian Structures Inc
 2018 Freight Cart

Destination Freight
 Program and Details

In addition to our standard over 5000 locations containing an outstanding selection of products, we also have a
 custom freight quote. Please contact Deck 48 at 704-781-7200. Call our Cloud Court in the United States
 to our offices in the United States. Please contact our sales representatives for a free quote. Call our
 customer care center at 1-800-440-0744 or 400-999-1000. Call our Pinnacle Point In-Store Point Cool Center.

To calculate our Freight cost, please refer to our Freight and Fuel Charge Chart.

Rates quoted are per 100 pounds (CWT)

PLAYSCAPES - 154	REC CONSULTANTS OF TX -140	RECWEST - 120																																																						
<table border="1"> <tr> <td>FX</td> <td>Rate</td> </tr> <tr> <td>9</td> <td></td> </tr> <tr> <td>Rate</td> <td></td> </tr> <tr> <td>Unit Charge</td> <td>7.5</td> </tr> <tr> <td>Less than 500 lbs</td> <td>4.56</td> </tr> <tr> <td>500-999 lbs</td> <td>90.4</td> </tr> <tr> <td>1000-1999 lbs</td> <td>80.84</td> </tr> <tr> <td>2000-4999 lbs</td> <td>77.7</td> </tr> <tr> <td>5000 truckload</td> <td>Call for quote</td> </tr> </table>	FX	Rate	9		Rate		Unit Charge	7.5	Less than 500 lbs	4.56	500-999 lbs	90.4	1000-1999 lbs	80.84	2000-4999 lbs	77.7	5000 truckload	Call for quote	<table border="1"> <tr> <td>X</td> <td>Rate</td> </tr> <tr> <td>6</td> <td></td> </tr> <tr> <td>Rate</td> <td></td> </tr> <tr> <td>Unit Charge</td> <td>6</td> </tr> <tr> <td>Less than 500 lbs</td> <td>94.70</td> </tr> <tr> <td>500-999 lbs</td> <td>81.5</td> </tr> <tr> <td>1000-1999 lbs</td> <td>71.06</td> </tr> <tr> <td>2000-4999 lbs</td> <td>68.86</td> </tr> <tr> <td>5000 truckload</td> <td>Call for quote</td> </tr> </table>	X	Rate	6		Rate		Unit Charge	6	Less than 500 lbs	94.70	500-999 lbs	81.5	1000-1999 lbs	71.06	2000-4999 lbs	68.86	5000 truckload	Call for quote	<table border="1"> <tr> <td>Out C</td> <td>Rate</td> </tr> <tr> <td>0</td> <td></td> </tr> <tr> <td>Rate</td> <td></td> </tr> <tr> <td>Unit Charge</td> <td>4.86</td> </tr> <tr> <td>Less than 500 lbs</td> <td>7.8</td> </tr> <tr> <td>500-999 lbs</td> <td>91.4</td> </tr> <tr> <td>1000-1999 lbs</td> <td>79.44</td> </tr> <tr> <td>2000-4999 lbs</td> <td>68.85</td> </tr> <tr> <td>5000 truckload</td> <td>Call for quote</td> </tr> </table>	Out C	Rate	0		Rate		Unit Charge	4.86	Less than 500 lbs	7.8	500-999 lbs	91.4	1000-1999 lbs	79.44	2000-4999 lbs	68.85	5000 truckload	Call for quote
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Canadian Structures Inc
 2019 Freight Chart

Domestic rates for F.B. Destination Freight
 Provinces and Territories

In addition to or over 5000 lbs or more contain an octal column product will require a
 custom freight quote. Please contact Deck 48 at 703-532-4444 or Cloud@landscapestructures.com
 for more information. Please contact your local distributor for more information. Fun
 damental Club for more information. Please contact 404-407-4040 and 400-898-4000
 or contact Pinnacle Point International Post Office.

To calculate P.C. Carriers ultimate cost of the unit, contact P.C.

Rates quoted are per 100 pounds (CWT)

SONNTAG - 141		SONNTAG - 141		SPARKS@PLAY - 144	
	Per Cart	ID	Per Cart	Dallas D.C.	Per Cart
	9		9		9
	at C		at C		at C
in lb Cart	07.6	in lb Cart	07.6	in lb Cart	90.6
than 500 lb	95.9	than 500 lb	95.9	than 500 lb	94.65
500-999 lb	76.8	500-999 lb	76.8	500-999 lb	80.9
1000-1999 lb	64.94	1000-1999 lb	64.94	1000-1999 lb	67.6
2000-4999 lb	56.4	2000-4999 lb	56.4	2000-4999 lb	60.04
5000 truckload	Call for quote	5000 truckload	Call for quote	5000 truckload	Call for quote

SPARKS@PLAY - 144		SUPERIOR PLAY - 167		Tennessee	
	Per Cart	I	Per Cart		Per Cart
	8		9		0
	at C		at C		at C
in lb Cart	77.56	in lb Cart	70.57	in lb Cart	70.9
than 500 lb	89.07	than 500 lb	80.65	than 500 lb	77.7
500-999 lb	75.09	500-999 lb	67.06	500-999 lb	70.80
1000-1999 lb	60.70	1000-1999 lb	56.98	1000-1999 lb	56.98
2000-4999 lb	55.64	2000-4999 lb	50.96	2000-4999 lb	50.67
5000 truckload	Call for quote	5000 truckload	Call for quote	5000 truckload	Call for quote

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 8 – Value Added Products and Services

- Include any additional products and/or services available that the vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Free welcome sign – see attached flyer

Our website, playlsi.com, is the most comprehensive resource in our industry. The site contains nearly 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 Landscape Structures 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 from which to choose.

Landscape Structures regularly hosts customer visits called VIP Tours. Customers get a chance to meet our employees and experience our culture. We tour 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 ranging 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. IACET is the organization NRPA uses for accreditation.

Landscape Structures 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.

Partnerships with The Miracle League® and Shane's Inspiration™ offer our customers recreational programming that goes beyond the playground and teaches communities about removing bias among people with disabilities and creating playspaces for everyone.

Up on Play is our customer e-newsletter that we produce quarterly. In October 2011, we produced a special edition of Up on Play, which focused on our commitment to inclusive play.

Landscape Structures is proud to partner with National Association of Elementary School Principals (NAESP) to enhance the lives of children and the communities in which they live. We recently collaborated with NAESP to bring inclusive playgrounds to schools through the *School Grounds. PlayGrounds. Common Ground.*™ essay contest. The contest closed on June 30, 2012, and a grand prize winner and five regional winners will be announced in mid-September.

Playground Design – Landscape Structures has a team of playground designers and artists with backgrounds that include building large-scale parade floats to sculpting highly detailed items for the Smithsonian. With the combination of our unique manufacturing capabilities and talented individuals, Landscape Structures will help you create one-of-a-kind playgrounds that become community gathering spaces.

Retrofit program - In addition to creating a playground design from scratch, Landscape Structures can also work with you to give your existing Landscape Structures playground a refresh. Many of our playground structures last for 15 to 20+ years, and to keep them exciting for kids we can work with you to swap older components with newer, more innovative ones. Our retrofit program not only offers kids a new play experience, but it will help revive the look of the park.

Funding options – Landscape Structures will help you set up a highly profitable fundraising program. From community builds to scratch-off games, bike rides to grants, fundraising has never been easier or more fun. Not only can we create a playground design of your dreams, but we can help you raise money to make that dream a reality.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ ARRA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

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.

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: 

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 statues 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 NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

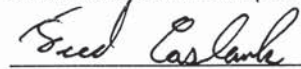
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons 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

7/6/12

Date

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.

Bidder: 

Address: 601 7th Street South

Signature

Delano, MN 55328

Fred Caslavka


Printed Name

Phone: 763-972-3391

Chief Financial Officer

Position with Company

Fax: 763-972-3185

Authorizing Official:


Signature

Fred Caslavka

Printed Name

Chief Financial Officer

Position with Company

ARRA Standard Terms and Conditions Addendum for Contracts and Grants

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.
2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued once the temporary federal funds are expended.

BUY AMERICA REQUIREMENT

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

CONFLICTING REQUIREMENTS

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.

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: _____

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 statues 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 NCPA 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

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.

Bidder: _____

Address: 601 7th Street South

Delano, MN 55328

Phone: 763-972-3391

Fax: 763-972-3185

Signature

Fred Caslavka

Printed Name

Chief Financial Officer

Position with Company

Authorizing Official: _____

Signature

Fred Caslavka

Printed Name

Chief Financial Officer

Position with Company

ARRA Standard Terms and Conditions Addendum for Contracts and Grants

If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.
2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued once the temporary federal funds are expended.

BUY AMERICA REQUIREMENT

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with the participating agencies requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, the participating agency may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to participating agency under all applicable state and federal laws.

INSPECTION OF RECORDS

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

JOB POSTING REQUIREMENTS

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds.

PROHIBITION ON USE OF RECOVERY ACT FUNDS

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:
 - i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;

- d. For any subcontracts or subgrants equal to or greater than \$25,000:
 - i. The name of the entity receiving the subaward;
 - ii. The amount of the subaward;
 - iii. The transaction type;
 - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - v. Program source;
 - vi. An award title descriptive of the purpose of each funding action;
 - vii. The location of the entity receiving the subaward;
 - viii. The primary location of the subaward, including the city, state, congressional district and country; and
 - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
 - x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at www.FederalReporting.gov.

SEGREGATION OF FUNDS

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

WAGE REQUIREMENTS

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code

WHISTLEBLOWER PROTECTION

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use

of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency’s policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the

termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or

liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No.

Cities, Towns, Villages and Boroughs in Oregon

- 1 CEDAR MILL COMMUNITY LIBRARY
- 2 CITY COUNTY INSURANCE SERVICES
- 3 CITY OF ADAIR VILLAGE
- 4 CITY OF ALBANY
- 5 CITY OF ASHLAND
- 6 CITY OF ASTORIA OREGON
- 7 CITY OF AUMSVILLE
- 8 CITY OF AURORA
- 9 CITY OF BEAVERTON
- 10 CITY OF BOARDMAN

- 11 CITY OF BURNS
- 12 CITY OF CANBY
- 13 CITY OF CANNON BEACH OR
- 14 CITY OF CANYONVILLE
- 15 CITY OF CENTRAL POINT POLICE DEPARTMENT
- 16 CITY OF CLATSKANIE
- 17 CITY OF COBURG
- 18 CITY OF CONDON
- 19 CITY OF COOS BAY
- 20 CITY OF CORVALLIS
- 21 CITY OF COTTAGE GROVE
- 22 CITY OF CRESWELL
- 23 CITY OF DALLAS

24 CITY OF DAMASCUS
 25 CITY OF DUNDEE
 26 CITY OF EAGLE POINT
 27 CITY OF ECHO
 28 CITY OF ESTACADA
 29 CITY OF EUGENE
 30 CITY OF FAIRVIEW
 31 CITY OF FALLS CITY
 32 CITY OF GATES
 33 CITY OF GEARHART
 34 CITY OF GERVAIS
 35 CITY OF GOLD HILL
 36 CITY OF GRANTS PASS
 37 CITY OF GRESHAM
 38 CITY OF HAPPY VALLEY
 39 CITY OF HILLSBORO
 40 CITY OF HOOD RIVER
 41 CITY OF JOHN DAY
 42 CITY OF KLAMATH FALLS
 43 CITY OF LA GRANDE
 44 CITY OF LAKE OSWEGO
 45 CITY OF LAKESIDE
 46 CITY OF LEBANON
 47 CITY OF MALIN
 48 CITY OF MCMINNVILLE
 49 CITY OF MEDFORD
 50 CITY OF MILL CITY
 51 CITY OF MILLERSBURG
 52 CITY OF MILWAUKIE
 53 CITY OF MORO
 54 CITY OF MOSIER
 55 CITY OF NEWBERG
 56 CITY OF NORTH PLAINS
 57 CITY OF OREGON CITY
 58 CITY OF PHOENIX
 59 CITY OF PILOT ROCK
 60 CITY OF PORT ORFORD
 61 CITY OF PORTLAND
 62 CITY OF POWERS
 63 CITY OF REDMOND
 64 CITY OF REEDSPORT
 65 CITY OF RIDDLE
 66 CITY OF SALEM
 67 CITY OF SANDY
 68 CITY OF SANDY
 69 CITY OF SCAPPOOSE
 70 CITY OF SEASIDE
 71 CITY OF SHADY COVE
 72 CITY OF SHERWOOD
 73 CITY OF SPRINGFIELD
 74 CITY OF ST. PAUL
 75 CITY OF STAYTON
 76 CITY OF TIGARD, OREGON
 77 CITY OF TUALATIN, OREGON
 78 CITY OF WARRENTON
 79 CITY OF WEST LINN/PARKS
 80 CITY OF WILSONVILLE
 81 CITY OF WINSTON
 82 CITY OF WOOD VILLAGE
 83 CITY OF WOODBURN
 84 CITY OF YACHATS
 85 FLORENCE AREA CHAMBER OF COMMERCE
 86 GASTON RURAL FIRE DEPARTMENT
 87 GLADSTONE POLICE DEPARTMENT
 88 HOUSING AUTHORITY OF THE CITY OF SALEM
 89 KEIZER POLICE DEPARTMENT
 90 LEAGUE OF OREGON CITIES
 91 MALIN COMMUNITY PARK AND RECREATION DISTRICT
 92 METRO
 93 MONMOUTH - INDEPENDENCE NETWORK
 94 PORTLAND DEVELOPMENT COMMISSION
 95 RAINIER POLICE DEPARTMENT

96 RIVERGROVE WATER DISTRICT
 97 SUNSET EMPIRE PARK AND RECREATION
 98 THE NEWPORT PARK AND RECREATION CENTER
 99 TILLAMOOK PEOPLES UTILITY DISTRICT
 100 TUALATIN VALLEY FIRE & RESCUE
 101 WEST VALLEY HOUSING AUTHORITY

No. Counties and Parishes

1 ASSOCIATION OF OREGON COUNTIES
 2 BENTON COUNTY
 3 CLACKAMAS COUNTY DEPT OF TRANSPORTATION
 4 CLATSOP COUNTY
 5 COLUMBIA COUNTY, OREGON
 6 COOS COUNTY HIGHWAY DEPARTMENT
 7 CROOK COUNTY ROAD DEPARTMENT
 8 CURRY COUNTY OREGON
 9 DESCHUTES COUNTY
 10 DOUGLAS COUNTY
 11 GILLIAM COUNTY
 12 GILLIAM COUNTY OREGON
 13 GRANT COUNTY, OREGON
 14 HARNEY COUNTY SHERIFFS OFFICE
 15 HOOD RIVER COUNTY
 16 HOUSING AUTHORITY OF CLACKAMAS COUNTY
 17 JACKSON COUNTY HEALTH AND HUMAN SERVICES
 18 JEFFERSON COUNTY
 19 KLAMATH COUNTY VETERANS SERVICE OFFICE
 20 LAKE COUNTY
 21 LANE COUNTY
 22 LINCOLN COUNTY
 23 LINN COUNTY
 24 MARION COUNTY , SALEM, OREGON
 25 MORROW COUNTY
 26 MULTNOMAH COUNTY
 27 MULTNOMAH COUNTY
 28 MULTNOMAH LAW LIBRARY
 29 NAMI LANE COUNTY
 30 POLK COUNTY
 31 SHERMAN COUNTY
 32 UMATILLA COUNTY, OREGON
 33 UNION COUNTY
 34 WALLOWA COUNTY
 35 WASCO COUNTY
 36 WASHINGTON COUNTY
 37 YAMHILL COUNTY

1 BOARD OF WATER SUPPLY
 2 COUNTY OF HAWAII
 3 MAUI COUNTY COUNCIL

No. Higher Education

1 BIRTHINGWAY COLLEGE OF MIDWIFERY
 2 BLUE MOUNTAIN COMMUNITY COLLEGE
 3 CENTRAL OREGON COMMUNITY COLLEGE
 4 CHEMEKETA COMMUNITY COLLEGE
 5 CLACKAMAS COMMUNITY COLLEGE
 6 COLUMBIA GORGE COMMUNITY COLLEGE
 7 GEORGE FOX UNIVERSITY
 8 KLAMATH COMMUNITY COLLEGE DISTRICT
 9 LANE COMMUNITY COLLEGE
 10 LEWIS AND CLARK COLLEGE
 11 LINFIELD COLLEGE
 12 LINN-BENTON COMMUNITY COLLEGE
 13 MARYLHURST UNIVERSITY
 14 MT. HOOD COMMUNITY COLLEGE
 15 MULTNOMAH BIBLE COLLEGE
 16 NATIONAL COLLEGE OF NATURAL MEDICINE
 17 NORTHWEST CHRISTIAN COLLEGE
 18 OREGON HEALTH AND SCIENCE UNIVERSITY
 19 OREGON UNIVERSITY SYSTEM
 20 PACIFIC UNIVERSITY
 21 PORTLAND COMMUNITY COLLEGE
 22 PORTLAND STATE UNIV.
 23 REED COLLEGE

24 ROGUE COMMUNITY COLLEGE
 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 26 TILLAMOOK BAY COMMUNITY COLLEGE
 27 UMPQUA COMMUNITY COLLEGE
 28 WESTERN STATES CHIROPRACTIC COLLEGE
 29 WILLAMETTE UNIVERSITY
 1 ARGOSY UNIVERSITY
 2 BRIGHAM YOUNG UNIVERSITY - HAWAII
 3 COLLEGE OF THE MARSHALL ISLANDS
 4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
 5 UNIVERSITY OF HAWAII AT MANOA

No. K - 12

1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
 2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
 3 BAKER SCHOOL DISTRICT 5-J
 4 BANDON SCHOOL DISTRICT
 5 BANKS SCHOOL DISTRICT
 6 BEAVERTON SCHOOL DISTRICT
 7 BEND / LA PINE SCHOOL DISTRICT
 8 BEND-LA PINE SCHOOL DISTRICT
 9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
 10 CANBY SCHOOL DISTRICT
 11 CANYONVILLE CHRISTIAN ACADEMY
 12 CASCADE SCHOOL DISTRICT
 13 CASCADES ACADEMY OF CENTRAL OREGON
 14 CENTENNIAL SCHOOL DISTRICT
 15 CENTRAL CATHOLIC HIGH SCHOOL
 16 CENTRAL POINT SCHOOL DISTRICT NO. 6
 17 CENTRAL SCHOOL DISTRICT 13J
 18 CLACKAMAS EDUCATION SERVICE DISTRICT
 19 COOS BAY SCHOOL DISTRICT
 20 COOS BAY SCHOOL DISTRICT NO.9
 21 COQUILLE SCHOOL DISTRICT 8
 22 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 23 CRESWELL SCHOOL DISTRICT
 24 CROSSROADS CHRISTIAN SCHOOL
 25 CULVER SCHOOL DISTRICT NO.
 26 DALLAS SCHOOL DISTRICT NO. 2
 27 DAVID DOUGLAS SCHOOL DISTRICT
 28 DAYTON SCHOOL DISTRICT NO.8
 29 DE LA SALLE N CATHOLIC HS
 30 DESCHUTES COUNTY SD NO.6 - SISTERS SD
 31 DOUGLAS COUNTY SCHOOL DISTRICT 116
 32 DOUGLAS EDUCATION SERVICE DISTRICT
 33 DUFUR SCHOOL DISTRICT NO.29
 34 ELKTON SCHOOL DISTRICT NO.34
 35 ESTACADA SCHOOL DISTRICT NO.108
 36 FOREST GROVE SCHOOL DISTRICT
 37 GASTON SCHOOL DISTRICT 511J
 38 GEN CONF OF SDA CHURCH WESTERN OR
 39 GLADSTONE SCHOOL DISTRICT
 40 GLENDALE SCHOOL DISTRICT
 41 GLIDE SCHOOL DISTRICT NO.12
 42 GRANTS PASS SCHOOL DISTRICT 7
 43 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 44 GRESHAM-BARLOW SCHOOL DISTRICT
 45 HARNEY COUNTY SCHOOL DIST. NO.3
 46 HARNEY EDUCATION SERVICE DISTRICT
 47 HEAD START OF LANE COUNTY
 48 HERITAGE CHRISTIAN SCHOOL
 49 HIGH DESERT EDUCATION SERVICE DISTRICT
 50 HOOD RIVER COUNTY SCHOOL DISTRICT
 51 JACKSON CO SCHOOL DIST NO.9
 52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 53 JEFFERSON SCHOOL DISTRICT
 54 KLAMATH FALLS CITY SCHOOLS
 55 LA GRANDE SCHOOL DISTRICT
 56 LAKE OSWEGO SCHOOL DISTRICT 7J
 57 LANE COUNTY SCHOOL DISTRICT 4J
 58 LANE COUNTY SCHOOL DISTRICT 69
 59 LEBANON COMMUNITY SCHOOLS NO.9
 60 LINCOLN COUNTY SCHOOL DISTRICT

61 LINN CO. SCHOOL DIST. 95C - SCIO SD
 62 LOST RIVER JR/SR HIGH SCHOOL
 63 LOWELL SCHOOL DISTRICT NO.71
 64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
 65 MCMINNVILLE SCHOOL DISTRICT NO.40
 66 MEDFORD SCHOOL DISTRICT 549C
 67 MITCH CHARTER SCHOOL
 68 MOLALLA RIVER ACADEMY
 69 MOLALLA RIVER SCHOOL DISTRICT NO.35
 70 MONROE SCHOOL DISTRICT NO.1J
 71 MORROW COUNTY SCHOOL DISTRICT
 72 MT. ANGEL SCHOOL DISTRICT NO.91
 73 MT.SCOTT LEARNING CENTERS
 74 MULTISENSORY LEARNING ACADEMY
 75 MULTNOMAH EDUCATION SERVICE DISTRICT
 76 MYRTLE POINT SCHOOL DISTRICT NO.41
 77 NEAH-KAH-NIE DISTRICT NO.56
 78 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 79 NOBEL LEARNING COMMUNITIES
 80 NORTH BEND SCHOOL DISTRICT 13
 81 NORTH CLACKAMAS SCHOOL DISTRICT
 82 NORTH SANTIAM SCHOOL DISTRICT 29J
 83 NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
 84 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 85 NYSSA SCHOOL DISTRICT NO. 26
 86 ONTARIO MIDDLE SCHOOL
 87 OREGON TRAIL SCHOOL DISTRICT NO.46
 88 OUR LADY OF THE LAKE SCHOOL
 89 PHILOMATH SCHOOL DISTRICT
 90 PHOENIX-TALENT SCHOOL DISTRICT NO.4
 91 PORTLAND ADVENTIST ACADEMY
 92 PORTLAND JEWISH ACADEMY
 93 PORTLAND PUBLIC SCHOOLS
 94 RAINIER SCHOOL DISTRICT
 95 REDMOND SCHOOL DISTRICT
 96 REEDSPORT SCHOOL DISTRICT
 97 REYNOLDS SCHOOL DISTRICT
 98 ROGUE RIVER SCHOOL DISTRICT NO.35
 99 ROSEBURG PUBLIC SCHOOLS
 100 SALEM-KEIZER PUBLIC SCHOOLS
 101 SCAPPOOSE SCHOOL DISTRICT 1J
 102 SEASIDE SCHOOL DISTRICT 10
 103 SEVEN PEAKS SCHOOL
 104 SHERWOOD SCHOOL DISTRICT 88J
 105 SILVER FALLS SCHOOL DISTRICT
 106 SIUSLAW SCHOOL DISTRICT
 107 SOUTH COAST EDUCATION SERVICE DISTRICT
 108 SOUTH LANE SCHOOL DISTRICT 45J3
 109 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 110 SOUTHWEST CHARTER SCHOOL
 111 SPRINGFIELD SCHOOL DISTRICT NO.19
 112 STANFIELD SCHOOL DISTRICT
 113 SWEET HOME SCHOOL DISTRICT NO.55
 114 THE CATLIN GABEL SCHOOL
 115 TIGARD-TUALATIN SCHOOL DISTRICT
 116 UMATILLA-MORROW ESD
 117 VERNONIA SCHOOL DISTRICT 47J
 118 WEST HILLS COMMUNITY CHURCH
 119 WEST LINN WILSONVILLE SCHOOL DISTRICT
 120 WHITEAKER MONTESSORI SCHOOL
 121 YONCALLA SCHOOL DISTRICT NO.32
 1 CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
 2 EMMANUEL LUTHERAN SCHOOL
 3 HANAHAU'OLI SCHOOL
 4 HAWAII TECHNOLOGY ACADEMY
 5 ISLAND SCHOOL
 6 KAMEHAMEHA SCHOOLS
 7 KE KULA O S. M. KAMAKAU
 8 MARYKNOLL SCHOOL
 9 PACIFIC BUDDHIST ACADEMY

No. Nonprofit & Other

1 211INFO

2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN
16	BONNEVILLE ENVIRONMENTAL FOUNDATION	88	HIGHLAND UNITED CHURCH OF CHRIST
17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	89	HIV ALLIANCE, INC
18	BROAD BASE PROGRAMS INC.	90	HOUSING AUTHORITY OF LINCOLN COUNTY
19	CANBY FOURSQUARE CHURCH	91	HOUSING AUTHORITY OF PORTLAND
20	CANCER CARE RESOURCES	92	HOUSING NORTHWEST
21	CASCADIA BEHAVIORAL HEALTHCARE	93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
22	CASCADIA REGION GREEN BUILDING COUNCIL	94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
23	CATHOLIC CHARITIES	95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
24	CATHOLIC COMMUNITY SERVICES	96	IRCO
25	CENTER FOR RESEARCH TO PRACTICE	97	JASPER MOUNTAIN
26	CENTRAL BIBLE CHURCH	98	JUNIOR ACHIEVEMENT
27	CENTRAL CITY CONCERN	99	KLAMATH HOUSING AUTHORITY
28	CENTRAL DOUGLAS COUNTY FAMILY YMCA	100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK	101	LA GRANDE UNITED METHODIST CHURCH
30	CHILDPEACE MONTESSORI	102	LANE ELECTRIC COOPERATIVE
31	CITY BIBLE CHURCH	103	LANE MEMORIAL BLOOD BANK
32	CLACKAMAS RIVER WATER	104	LANECO FEDERAL CREDIT UNION
33	CLASSROOM LAW PROJECT	105	LAUREL HILL CENTER
34	COAST REHABILITATION SERVICES	106	LIFEWORCS NW
35	COLLEGE HOUSING NORTHWEST	107	LIVING WAY FELLOWSHIP
36	COLUMBIA COMMUNITY MENTAL HEALTH	108	LOAVES & FISHES CENTERS, INC.
37	COMMUNITY ACTION ORGANIZATION	109	LOCAL GOVERNMENT PERSONNEL INSTITUTE
38	COMMUNITY ACTION TEAM, INC.	110	LOOKING GLASS YOUTH AND FAMILY SERVICES
39	COMMUNITY CANCER CENTER	111	MACDONALD CENTER
40	COMMUNITY HEALTH CENTER, INC	112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
41	COMMUNITY VETERINARY CENTER	113	METRO HOME SAFETY REPAIR PROGRAM
42	CONFEDERATED TRIBES OF GRAND RONDE	114	METROPOLITAN FAMILY SERVICE
43	CONSERVATION BIOLOGY INSTITUTE	115	MID COLUMBIA COUNCIL OF GOVERNMENTS
44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY	116	MID-COLUMBIA CENTER FOR LIVING
45	CORVALLIS MOUNTAIN RESCUE UNIT	117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
46	COVENANT CHRISTIAN HOOD RIVER	118	MORNING STAR MISSIONARY BAPTIST CHURCH
47	COVENANT RETIREMENT COMMUNITIES	119	MORRISON CHILD AND FAMILY SERVICES
48	DECISION SCIENCE RESEARCH INSTITUTE, INC.	120	MOSAIC CHURCH
49	DELIGHT VALLEY CHURCH OF CHRIST	121	NATIONAL PSORIASIS FOUNDATION
50	DOGS FOR THE DEAF, INC.	122	NATIONAL WILD TURKEY FEDERATION
51	DOUGLAS ELECTRIC COOPERATIVE, INC.	123	NEW AVENUES FOR YOUTH INC
52	EAST HILL CHURCH	124	NEW BEGINNINGS CHRISTIAN CENTER
53	EAST SIDE FOURSQUARE CHURCH	125	NEW HOPE COMMUNITY CHURCH
54	EAST WEST MINISTRIES INTERNATIONAL	126	NEWBERG FRIENDS CHURCH
55	EDUCATIONAL POLICY IMPROVEMENT CENTER	127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
56	ELMIRA CHURCH OF CHRIST	128	NORTHWEST FOOD PROCESSORS ASSOCIATION
57	EMERALD PUD	129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
58	EMMAUS CHRISTIAN SCHOOL	130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY
59	EN AVANT, INC.	131	NORTHWEST YOUTH CORPS
60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION	132	OCHIN
61	EUGENE BALLET COMPANY	133	OHSU FOUNDATION
62	EUGENE SYMPHONY ASSOCIATION, INC.	134	OLIVET BAPTIST CHURCH
63	EUGENE WATER & ELECTRIC BOARD	135	OMNIMEDIX INSTITUTE
64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
65	FAIR SHARE RESEARCH AND EDUCATION FUND	137	OREGON BALLET THEATRE
66	FAITH CENTER	138	OREGON CITY CHURCH OF THE NAZARENE
67	FAITHFUL SAVIOR MINISTRIES	139	OREGON COAST COMMUNITY ACTION
68	FAMILIES FIRST OF GRANT COUNTY, INC.	140	OREGON DEATH WITH DIGNITY
69	FANCONI ANEMIA RESEARCH FUND INC.	141	OREGON DONOR PROGRAM
70	FARMWORKER HOUSING DEV CORP	142	OREGON EDUCATION ASSOCIATION
71	FIRST CHURCH OF THE NAZARENE	143	OREGON ENVIRONMENTAL COUNCIL
72	FIRST UNITARIAN CHURCH	144	OREGON MUSUEM OF SCIENCE AND INDUSTRY
73	FORD FAMILY FOUNDATION	145	OREGON PROGRESS FORUM

146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN	222	THE NEXT DOOR
151	OUTSIDE IN	223	THE OREGON COMMUNITY FOUNDATION
152	PACIFIC CASCADE FEDERAL CREDIT UNION	224	THE SALVATION ARMY - CASCADE DIVISION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
154	PACIFIC INSTITUTES FOR RESEARCH	226	TILLAMOOK ESTUARIES PARTNERSHIP
155	PACIFIC STATES MARINE FISHERIES COMMISSION	227	TOUCHSTONE PARENT ORGANIZATION
156	PARALYZED VETERANS OF AMERICA	228	TRAILS CLUB
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	229	TRAINING EMPLOYMENT CONSORTIUM
158	PENDLETON ACADEMIES	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
159	PENTAGON FEDERAL CREDIT UNION	231	TRILLIUM FAMILY SERVICES, INC.
160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
161	PORT CITY DEVELOPMENT CENTER	233	UNION GOSPEL MISSION
162	PORTLAND ART MUSEUM	234	UNITED CEREBRAL PALSY OF OR AND SW WA
163	PORTLAND BUSINESS ALLIANCE	235	UNITED WAY OF THE COLUMBIA WILLAMETTE
164	PORTLAND HABILITATION CENTER, INC.	236	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
165	PORTLAND SCHOOLS FOUNDATION	237	US FISH AND WILDLIFE SERVICE
166	PORTLAND WOMENS CRISIS LINE	238	USAGENCIES CREDIT UNION
167	PREGNANCY RESOUC E CENTERS OF GRETER PORTLAND	239	VERMONT HILLS FAMILY LIFE CENTER
168	PRINGLE CREEK SUSTAINABLE LIVING CENTER	240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	241	VOLUNTEERS OF AMERICA OREGON
170	QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.	242	WE CARE OREGON
171	REBUILDING TOGETHER - PORTLAND INC.	243	WESTERN RIVERS CONSERVANCY
172	REGIONAL ARTS AND CULTURE COUNCIL	244	WESTERN STATES CENTER
173	RELEVANT LIFE CHURCH	245	WESTSIDE BAPTIST CHURCH
174	RENEWABLE NORTHWEST PROJECT	246	WILD SALMON CENTER
175	ROGUE FEDERAL CREDIT UNION	247	WILLAMETTE FAMILY
176	ROSE VILLA, INC.	248	WILLAMETTE VIEW INC.
177	SACRED HEART CATHOLIC DAUGHTERS	249	WOODBURN AREA CHAMBER OF COMMERCE
178	SAIF CORPORATION	250	WORD OF LIFE COMMUNITY CHURCH
179	SAINT ANDREW NATIVITY SCHOOL	251	WORKSYSTEMS INC
180	SAINT CATHERINE OF SIENA CHURCH	252	YOUTH GUIDANCE ASSOC.
181	SAINT JAMES CATHOLIC CHURCH	253	YWCA SALEM
182	SALEM ALLIANCE CHURCH	1	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
183	SALEM ELECTRIC	2	ALOHACARE
184	SALMON-SAFE INC.	3	AMERICAN LUNG ASSOCIATION
185	SCIENCEWORKS	4	BISHOP MUSEUM
186	SE WORKS	5	BUILDING INDUSTRY ASSOCIATION OF HAWAII
187	SECURITY FIRST CHIL D DEVELOPMENT CENTER	6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
188	SELF ENHANCEMENT INC.	7	EAH, INC.
189	SERENITY LANE	8	EASTER SEALS HAWAII
190	SEXUAL ASSAULT RESOURCE CENTER	9	GOODWILL INDUSTRIES OF HAWAII, INC.
191	SEXUAL ASSAULT RESOURCE CENTER	10	HABITAT FOR HUMANITY MAUI
192	SHELTERCARE	11	HALE MAHAOLU
193	SHERIDAN JAPANESE SCHOOL FOUNDATION	12	HAROLD K.L. CASTLE FOUNDATION
194	SHERMAN DEVELOPMENT LEAGUE, INC.	13	HAWAII AGRICULTURE RESEARCH CENTER
195	SILVERTON AREA COMMUNITY AID	14	HAWAII EMPLOYERS COUNCIL
196	SISKIYOU INITIATIVE	15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
197	SMART	16	HONOLULU HABITAT FOR HUMANITY
198	SOCIAL VENTURE PARTNERS PORTLAND	17	IUPAT, DISTRICT COUNCIL 50
199	SOUTH COAST HOSPICE, INC.	18	LANAKILA REHABILITATION CENTER INC.
200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	19	LEEWARD HABITAT FOR HUMANITY
201	SOUTHERN OREGON CHIL D AND FAMILY COUNCIL, INC.	20	MAUI COUNTY FCU
202	SOUTHERN OREGON HUMANE SOCIETY	21	MAUI ECONOMIC DEVELOPMENT BOARD
203	SPARC ENTERPRISES	22	MAUI ECONOMIC OPPORTUNITY, INC.
204	SPIRIT WIRELESS	23	MAUI FAMILY YMCA
205	SPONSORS, INC.	24	NA HALE O MAUI
206	SPOTLIGHT THEATRE OF PLEASANT HILL	25	NA LEI ALOHA FOUNDATION
207	SPRINGFIELD UTILITY BOARD	26	NETWORK ENTERPRISES, INC.
208	ST VINCENT DE PAUL	27	ORI ANUENUE HALE, INC.
209	ST. ANTHONY CHURCH	28	PARTNERS IN DEVELOPMENT FOUNDATION
210	ST. ANTHONY SCHOOL	29	POLYNESIAN CULTURAL CENTER
211	ST. MARYS OF MEDFORD, INC.	30	PUNAHOU SCHOOL
212	ST. VINCENT DEPAUL OF LANE COUNTY	31	ST. THERESA CHURCH
213	STAND FOR CHILDREN	32	WAIANAE COMMUNITY OUTREACH
214	STAR OF HOPE ACTIVITY CENTER INC.	33	WAILUKU FEDERAL CREDIT UNION
215	SUMMIT VIEW COVENANT CHURCH	34	YMCA OF HONOLULU
216	SUNNYSIDE FOURSQUARE CHURCH		
217	SUNRISE ENTERPRISES	No.	Special/Independent Districts

1 BAY AREA HOSPITAL DISTRICT
 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 3 CENTRAL OREGON IRRIGATION DISTRICT
 4 CHEHALEM PARK AND RECREATION DISTRICT
 5 CITY COUNTY INSURANCE SERVICES
 6 CLEAN WATER SERVICES
 7 COLUMBIA 911 COMMUNICATIONS DISTRICT
 8 COLUMBIA RIVER PUD
 9 DESCHUTES COUNTY RFPD NO.2
 10 DESCHUTES PUBLIC LIBRARY SYSTEM
 11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
 12 GASTON RURAL FIRE DEPARTMENT
 13 GLADSTONE POLICE DEPARTMENT
 14 GLENDALE RURAL FIRE DISTRICT
 15 HOODLAND FIRE DISTRICT NO.74
 16 HOODLAND FIRE DISTRICT #74
 17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
 18 KLAMATH COUNTY 9-1-1
 19 LANE EDUCATION SERVICE DISTRICT
 20 LANE TRANSIT DISTRICT
 21 MALIN COMMUNITY PARK AND RECREATION DISTRICT
 22 MARION COUNTY FIRE DISTRICT #1
 23 METRO
 24 METROPOLITAN EXPOSITION-RECREATION COMMISSION
 25 MONMOUTH - INDEPENDENCE NETWORK
 26 MULTONAH COUNTY DRAINAGE DISTRICT #1
 27 NEAH KAH NIE WATER DISTRICT
 28 NW POWER POOL
 29 OAK LODGE WATER DISTRICT
 30 OR INT'L PORT OF COOS BAY
 31 PORT OF ST HELENS
 32 PORT OF UMPQUA
 33 REGIONAL AUTOMATED INFORMATION NETWORK
 34 RIVERGROVE WATER DISTRICT
 35 SALEM AREA MASS TRANSIT DISTRICT
 36 SANDY FIRE DISTRICT NO. 72
 37 SUNSET EMPIRE PARK AND RECREATION
 38 THE NEWPORT PARK AND RECREATION CENTER

39 THE PORT OF PORTLAND
 40 TILLAMOOK PEOPLES UTILITY DISTRICT
 41 TUALATIN HILLS PARK AND RECREATION DISTRICT
 42 TUALATIN VALLEY FIRE & RESCUE
 43 TUALATIN VALLEY WATER DISTRICT
 44 UNION SOIL & WATER CONSERVATION DISTRICT
 45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
 46 WEST VALLEY HOUSING AUTHORITY
 47 WILLAMALANE PARK AND RECREATION DISTRICT
 48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No. State Agencies

1 BOARD OF MEDICAL EXAMINERS
 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 3 OFFICE OF THE STATE TREASURER
 4 OREGON BOARD OF ARCHITECTS
 5 OREGON CHILD DEVELOPMENT COALITION
 6 OREGON DEPARTMENT OF EDUCATION
 7 OREGON DEPARTMENT OF FORESTRY
 8 OREGON DEPT OF TRANSPORTATION
 9 OREGON DEPT. OF EDUCATION
 10 OREGON LOTTERY
 11 OREGON OFFICE OF ENERGY
 12 OREGON STATE BOARD OF NURSING
 13 OREGON STATE POLICE
 14 OREGON TOURISM COMMISSION
 15 OREGON TRAVEL INFORMATION COUNCIL
 16 SANTIAM CANYON COMMUNICATION CENTER
 17 SEIU LOCAL 503, OPEU
 1 ADMIN. SERVICES OFFICE
 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 3 HAWAII HEALTH SYSTEMS CORPORATION
 4 SOH- JUDICIARY CONTRACTS AND PURCH
 5 STATE DEPARTMENT OF DEFENSE
 6 STATE OF HAWAII
 7 STATE OF HAWAII
 8 STATE OF HAWAII, DEPT. OF EDUCATION