

BOARD REPORTNO. 26-019DATE February 05, 2026C.D. ALL**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: AS-NEEDED PURCHASE AND INSTALLATION OF PLAYGROUND AND SPORT/RECREATION EQUIPMENT, SITE AMENITIES, SHADE, TILES AND TILE SURFACING, TURF AND TILES, DELIVERY AND RELATED PRODUCTS AND SERVICES – USE OF THE SOURCEWELL CONTRACT NO. 101625-BUR WITH BCI BURKE COMPANY, LLC – AWARD OF CONTRACT

B. Aguirre _____ M. Rudnick _____

B. Jones _____ C. Santo Domingo _____

C. Stoneham _____ N. Williams NDW_____
General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) to enter into a proposed contract in substantially the form attached hereto as Appendix A (Contract), subject to the approval of the City Council and the City Attorney as to form, with BCI Burke Company, LLC (Contractor) for the purchase and installation of playground and sports/recreation equipment, site amenities, shade, tiles and tile surfacing, turf and tiles, as well as delivery and related products and services, on an occasional and as-needed basis, for a term of four years not-to-exceed \$5,000,000.00 per year, with the possibility of up to three additional one-year extensions to the Contract;
2. Find that RAP desires to secure a contract that would allow RAP to purchase and have installed on an as-needed basis, playground and sports/recreation equipment, site amenities, shade, tiles and tile surfacing, turf and tiles, as well as delivery and related products and services for RAP facilities (Services);
3. Find that the Contractor is experienced in providing these Services, and is willing to perform such Services;
4. Find, in accordance with Charter Sections 371(e)(2) and 372, and Los Angeles Administrative Code Section 10.15(a)(2), that it is in the best interest of RAP and that competitive bidding is not practicable or advantageous or compatible with RAP's interests in having available pre-qualified, as-needed contractors as it is necessary for RAP to be able to call on pre-qualified contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis with each individual project being awarded on the basis of

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availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the Contractor;

5. Find, pursuant to Charter Section 371(e)(8), that the City, in lieu of undertaking its own competitive bidding or proposal process, may purchase the Services using Contract No. 101625-BUR between Contractor and Sourcewell, which is attached hereto as Appendix B (Sourcewell Contract); Sourcewell is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements are an exception to the City's competitive bidding requirements;
6. Find, in accordance with Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the Services required by RAP;
7. Find, in accordance with Charter Section 1022, that RAP does not have available in its employ, personnel with sufficient time or necessary expertise to undertake the Services in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these Services by the Contractor on an as-needed basis;
8. Find that the letter attached hereto dated January 12, 2026 (Appendix C) from Contractor authorizes RAP as a Participating Public Agency to utilize the Sourcewell Contract for the purchase and installation of playground and sports/recreation equipment, site amenities, shade, tiles and tile surfacing, turf and tiles, as well as delivery and related products and services;
9. Authorize RAP, at the discretion of its General Manager, to exercise up to three one-year extensions of this Contract, should Sourcewell and Contractor agree to exercise this option to extend until December 17, 2029 as authorized in Section 1 of the Sourcewell Contract;
10. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report;
11. Direct the Board of Recreation and Park Commissioners (Board) to transmit the proposed Contract to the City Council for approval and the City Attorney for review and approval as to form; and
12. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of all necessary approvals.

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SUMMARY

RAP has an ongoing need for playground and sports/recreation equipment, site amenities, shade, tiles and tile surfacing, and, in particular, the installation of Burke equipment, turf and tiles, as well as the delivery of these items and related products and services on an occasional and as-needed basis. The ability to purchase and install such items and equipment is critical to meeting RAP's need to build new, and retrofit/repair existing, park property. Further, adding Burke's products as an option for RAP to purchase these items will expand RAP's choices with regards to sports/recreation equipment and allow RAP to provide a wider range of high-quality equipment at a competitive price.

The proposed Contract with BCI Burke Company, LLC (Contractor) will allow the Contractor to provide Burke equipment as well as related accessories and services. The full description of the products and services that may be provided by Contractor under the proposed Contract is set forth in Table 7A of Contractor's response to Sourcewell's Request for Proposal, which is part of Sourcewell's competitively bid contract (Contract No. 101625-BUR) with Contractor (Sourcewell Contract) attached hereto as Appendix B. Please note that the "open market" provision referenced in Article 1 under General Terms 12 of the Sourcewell Contract is not included in the Contract that RAP will enter into with Contractor.

The Contract provides RAP with the opportunity to select a variety of playground and recreation-related equipment, accessories and supplies including site amenities, shade, turf and tiles surfacing including plastic borders, installation of equipment, turf and tiles and product delivery services for an online catalog. If desired, RAP may use this Contract to retrofit, repair and/or maintain RAP's existing equipment.

Staff recommends that the Board authorize RAP to use (piggyback) the Sourcewell Contract; this master intergovernmental cooperative purchasing agreement was competitively bid through a process wherein all purchasing parties were guaranteed the greatest discounted off-catalog pricing of products and services. Use of the Sourcewell Contract is consistent with RAP's contract terms for achieving the lowest pricing available. A new competitive process facilitated by RAP would therefore not be practicable or advantageous. Further, under the City Charter, contracts for cooperative arrangements with other governmental agencies for the utilization of purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing contracts, even though the contracts were not entered into through a competitive bid or proposal process are an exception to the City's competitive bidding requirements. Contractor has issued a letter (attached hereto as Appendix C) to RAP which authorizes use of the Sourcewell Contract. Upon approval of this Report, RAP will issue a separate contract number and enter into a separate contract between Contractor and RAP which will incorporate the terms of the Sourcewell Contract and the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) as an exhibit. The Sourcewell Contract is scheduled to expire on December 17, 2029. However, Sourcewell and the Contractor may extend the term of the Sourcewell Contract by up to three one-year extensions. In the event that the Sourcewell Contract is extended, then the parties may agree in writing to extend the term of this Contract for up to three additional one-year extensions, with RAP's General Manager authorized to approve such extensions on behalf of RAP.

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The proposed Contract is recommended in an amount not-to-exceed an annual expenditure of \$5,000,000.00 per year for playground and sports/recreation equipment with related accessories and services. This contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. RAP, in entering into the Contract, guarantees no minimum amount of business or compensation. The Contract awarded through this Report shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts (Rev. 1/25 [v.2]). Funding for projects will be provided from various funding sources.

This Report was prepared by Sergio Montero, Management Analyst and reviewed by John Busby, Senior Management Analyst II.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Appendix A – Proposed Contract between RAP and BCI Burke Company, LLC
- 2) Appendix B – Contract between Sourcewell and BCI Burke Company, LLC
- 3) Appendix C – Letter dated January 12, 2026 from BCI Burke Company, LLC authorizing RAP as a Participating Public Agency to utilize Contract 101625-BUR.

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
BCI BURKE COMPANY, LLC

FOR AS-NEEDED PURCHASE AND INSTALLATION OF PLAYGROUND AND
SPORT/RECREATION EQUIPMENT, SITE AMENITIES, SHADE, TILES AND TILE
SURFACING, INSTALLATION OF BURKE EQUIPMENT, TURF AND TILES, DELIVERY AND
RELATED PRODUCTS AND SERVICES

This Agreement ("Agreement" or "Contract") is entered into this _____ day of _____, 2026, by and between the City of Los Angeles, (herein referred to as "CITY") a municipal corporation, Department of Recreation and Parks (hereinafter referred to as "RAP"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD"), and BCI BURKE COMPANY, LLC (hereinafter referred to as "CONTRACTOR"), CITY and CONTRACTOR shall be referred to hereinafter as the "Parties".

WHEREAS, CONTRACTOR has been awarded a competitively bid contract by Sourcewell, a cooperative purchasing government agency located in Staples, Minnesota ("SOURCEWELL"), to provide playground and water play equipment with related accessories and services on an as-needed, non-exclusive basis pursuant to a contract (hereinafter referred to as "SOURCEWELL CONTRACT") awarded by SOURCEWELL to CONTRACTOR, with a term of four years, as may be amended (SOURCEWELL CONTRACT # 101625-BUR, attached hereto and incorporated herein by reference as Appendix A); and

WHEREAS, in accordance with Charter Sections 371(e)(2) and 372, and Los Angeles Administrative Code Section 10.15(a)(2), CITY finds that it is in the best interest of RAP that competitive bidding is not practicable or advantageous or compatible with RAP's interests in having available pre-qualified, as-needed contractors as it is necessary for RAP to be able to call on pre-qualified contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis with each individual project being awarded on the basis of availability of an as needed, pre-qualified contractor to perform the work, the price to be charged and the unique expertise of CONTRACTOR; and

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

WHEREAS, pursuant to Charter Section 371(e)(10), the services to be provided by CONTRACTOR are for the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP under this Agreement; and

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

WHEREAS, in accordance with Charter Section 1022, RAP had determined it does not have available in its employ, personnel with sufficient time or necessary expertise to undertake the services provided under this Agreement in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with pre-qualified contractors to perform this work on an as-needed basis based on bids to be received from the prequalified contractors for each qualifying project for services under this Agreement; and

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

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

WHEREAS, RAP has the need for the equipment with related accessories and services offered under the SOURCEWELL CONTRACT on an as-needed basis; and

WHEREAS, RAP has registered online with SOURCEWELL, which is a prerequisite for Participating Public Agencies who wish to use the SOURCEWELL CONTRACT; and

WHEREAS, CONTRACTOR may be invited to bid on projects under this Contract on an as-needed basis (each a "Project"), and, if CONTRACTOR is awarded any such Project, CONTRACTOR has indicated its willingness to provide the necessary services for the Project upon the terms and conditions set forth in (i) this Agreement, (ii) the SOURCEWELL CONTRACT, and (iii) the bid notice/documents for the applicable Project and CONTRACTOR's response thereto ("Bid Documents"); and

WHEREAS, CONTRACTOR by written communication dated January 12, 2026 attached hereto and incorporated by reference herein as Appendix B, has expressly authorized RAP as a Participating Public Agency, to utilize the SOURCEWELL CONTRACT for the purchase of sports/recreation equipment with related accessories and services.

NOW THEREFORE, RAP and CONTRACTOR hereby agrees as follows:

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

1.1 Parties

The Parties to this Agreement are:

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

CONTRACTOR – BCI BURKE COMPANY, LLC, having its principal office at 727 Northwest Way, Fond du Lac, WI 54937.

1.2 Representatives

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

Jimmy Kim, General Manager,
Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, California 90012

With copies to:

Jimmy Newsom, Senior Management Analyst II
Department of Recreation and Parks
6335 Woodley Ave.
Van Nuys, California 91406
Telephone Number: (818) 756-9294
Email: jimmy.newsom@lacity.org

CONTRACTOR's representative will be:

Marianne Larson,
Contracts & Sales Administration Manager
BCI Burke Company, LLC
727 Northwest Way
Fond du Lac, WI 54937

Email: mlarson@bciburke.com
Website: www.bciburke.com
Telephone Number: (920) 979-2721
Fax Number: (920) 921-9566

1.3 Notices

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

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

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

Jimmy Newsom, Senior Management Analyst II
City of Los Angeles, Department of Recreation and Parks
6335 Woodley Ave
Van Nuys, CA 91406
Email: jimmy.newsom@lacity.org
Telephone Number: (818) 756-9294

SECTION 2 – TERMS OF THE AGREEMENT

2.1 Term

The term of this Agreement shall commence on the date of execution and expire on December 17, 2029. The SOURCEWELL CONTRACT may be extended up to three additional one-year periods upon request of SOURCEWELL and with written agreement by CONTRACTOR. In the event that SOURCEWELL extends the SOURCEWELL CONTRACT, then the Parties may agree in writing to extend the term of this Agreement for up to three additional one-year extensions, with RAP's General Manager authorized to approve such extensions on behalf of RAP.

CONTRACTOR also agrees to comply with the Standard Provisions for City Contracts (Rev.1/25 [v.2]) attached hereto and incorporated herein by reference as Appendix C.

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

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

SECTION 3 - SCOPE OF SERVICES

3.1 Services to be provided by CONTRACTOR

Upon receipt from RAP of a Notice to Proceed (NTP) with specified work, CONTRACTOR shall, in accordance with this Agreement and the SOURCEWELL CONTRACT, provide and install playground and sports/recreation equipment, site amenities, shade, tiles and tile surfacing, and, in particular, the installation of Burke equipment, turf and tiles, as well as the delivery of these items as well as related products and services to RAP on an occasional and as-needed basis on the same terms and conditions as the SOURCEWELL CONTRACT. The full description of the products and services to be provided by CONTRACTOR under this Agreement is as set forth in CONTRACTOR's response to the Request for Proposal, which is made a part of the SOURCEWELL CONTRACT attached hereto as Appendix A. Notwithstanding any other provision of this Agreement, the "open market" provisions of the SOURCEWELL CONTRACT referred to on page 2 line item 12 of the SOURCEWELL CONTRACT and located on page 32 line item 68 of the SOURCEWELL CONTRACT will not apply to the Parties under this Agreement.

3.2 Conduct of Operations

- A. At all times, CONTRACTOR's work must conform to all current, relevant Federal, State and Local Municipal Building Codes which may include but not be limited to the California "Green Book" Building Codes, Universal Building and Electrical Codes, Los Angeles City Building and Electrical Codes.

- B. CONTRACTOR shall endeavor to maintain good public relations at all times. Any work awarded under this Contract shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or RAP employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to RAP's Project Manager at all times during normal working hours. Avoiding contact with the Project Manager may result in suspension of work awarded under this Contract without extension of any such work.
- D. CONTRACTOR's working hours must coincide with those of the Department of Recreation and Parks (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays) and/or the hours required under each Project awarded. RAP must first approve any deviation from these hours and/or work on weekends and/or holidays.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The Contractor shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Project Manager at CONTRACTOR's expense. For each Project awarded to CONTRACTOR, CONTRACTOR will have read, understood, and agrees to comply with and enforce RAP's Tree Protection Policy and Tree Protection Specifications ("Tree Policy") in its entirety and shall be knowledgeable of all terms and conditions set forth therein. Any failure by CONTRACTOR to adhere to the requirements specified within the Tree Policy will result in the suspension of all work awarded under this Contract without extension of any such work, all at CONTRACTOR's expense. In addition, CONTRACTOR shall be responsible for payment for or replacement of any trees damaged through noncompliance with the Tree Policy. Should there be any doubts or uncertainties regarding the Tree Policy, CONTRACTOR agrees to inform RAP's Project Manager and RAP's Forestry Division office at (213) 485- 4826 or contact them by email at Forestry.JobOrder@LAcity.org prior to performing any work on a Project.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. CONTRACTOR will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be CONTRACTOR's

responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded under this Contract.

- I. CONTRACTOR shall notify RAP's Project Manager at least twenty-four hours prior to starting the work under this Contract.
- J. If CONTRACTOR, after having officially started any project under this Contract, should discontinue work for any cause, CONTRACTOR shall notify RAP's Project Manager of intent to do so, and shall further notify the Project Manager of the date of re-starting operations if such discontinuance or suspension is approved by RAP.
- K. All work awarded under this Contract shall be completed to the satisfaction of the RAP Project Manager. Work will be considered complete only when signed off by the RAP's Project Manager. Work shall be performed to the specifications as determined by the CITY.
- L. Failure to comply with any requirement contained herein may result in suspension or termination of project work awarded under this Contract without extension and compensation.
- M. The RAP Project Manager must approve any request for sub-contracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks for all project work awarded under this Contract.
- O. CONTRACTOR shall comply with all provisions set forth in this Contract and the Bid Documents which identifies obligations, legal or otherwise, for which CONTRACTOR must comply, including compliance with the applicable provisions of the Labor Code of the State of California relating to Public Works wages, including any prevailing wage requirements.
- P. For each Project awarded under this Contract, the Bid Documents for such Project as well as the NTP for such Project shall be fully incorporated into and made a part of this Agreement, and CONTRACTOR shall comply with all provisions and requirements and fully perform each and all of the provisions of this Agreement, the SOURCEWELL CONTRACT, the Bid Documents, and the Notice to Proceed which are required of it to be performed.
- Q. CONTRACTOR represents and warrants that any bids submitted by CONTRACTOR in response to any task order or solicitation for any Project to be awarded under this Contract is not sham or collusive; that all statements of fact therein are true; and that such bid was not made in the interest or behalf of any person, partnership, company, association, organization or corporation other than CONTRACTOR. CONTRACTOR agrees that the representations made by it in the Non-Collusion Affidavit submitted by CONTRACTOR as part of the RFQ Documents shall apply in full force and effect to each bid submitted by CONTRACTOR for any Project to be awarded under this Contract, and that if RAP determines CONTRACTOR violated any of its representations made under this provision or such Non-Collusion Affidavit, the CONTRACTOR may be excluded from bidding on any subsequent task order or project solicitation in connection with

this Contract.

3.3 Services to Be Provided by CITY

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

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

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

SECTION 4 – COMPENSATION AND INVOICING

4.1 Compensation

CITY will pay CONTRACTOR an amount for services outlined in the NTP for each individual Project. The total amount for this CONTRACT will not exceed \$5,000,000.00. The Contract amount is an estimate, and RAP does not guarantee that the Contract maximum amount will be reached. The professional service that RAP is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. RAP staff will monitor this not-to-exceed aggregate total. CITY HAS NOT MADE AN APPROPRIATION OF FUNDS FOR THE MAXIMUM AGGREGATE COMPENSATION AMOUNT STATED HEREIN AND SHALL MAKE AN APPROPRIATION OF FUNDS AS NECESSARY FOR EACH INDIVIDUAL PROJECT AWARDED TO CONTRACTOR UNDER THIS CONTRACT, IF ANY.

4.2 Invoicing

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

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

Jimmy Newsom, Senior Management Analyst II
City of Los Angeles, Department of Recreation and Parks
6335 Woodley Ave
Van Nuys, CA 91406
Email: jimmy.newsom@lacity.org
Telephone Number: (818) 756-9294

4.3 Compensation and schedule of payments

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

SECTION 5 - NON-EXCLUSIVITY

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

SECTION 6 - RATIFICATION

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

SECTION 7 - INCORPORATION OF DOCUMENTS

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

- | | |
|-------------|---|
| Appendix A. | CONTRACT # 101625-BUR effective December 16, 2025 between SOURCEWELL and CONTRACTOR |
| Appendix B. | Written authorization dated January 12, 2026 authorizing RAP's use of Contract # 101625-BUR between CONTRACTOR and SOURCEWELL |
| Appendix C. | Standard Provisions for City Contracts. (Rev.1/25 [v.2]) |
| Appendix D | CITY Compliance Documents |
| Exhibit 1 | Insurance Contractual Requirements |

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal
corporation, acting by and through its BOARD
OF RECREATION AND PARK
COMMISSIONERS

By signing below, the signatory attests that they have
no personal, financial, beneficial, or familial interest in
this Contract.

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

BCI BURKE COMPANY, LLC

By _____
PRESIDENT

By _____
SECRETARY

Approved as to Form:

Date: _____
Hydee Feldstein Soto, City Attorney

By _____
Brendan Kearns, Deputy City Attorney

**MASTER AGREEMENT #101625**

CATEGORY: Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

SUPPLIER: BCI Burke Company, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and BCI Burke Company, LLC, 512 Harrison Street, North Fond du Lac, WI 54937 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 17, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #101625 – Category 4 to Participating Entities. In Scope solutions include but are not limited to:
 - a) **Playground Equipment**

and at least one of the following:
 - b) Water Play or Aquatic Equipment);
 - c) Outdoor Site Amenities and Furnishings; and
 - d) Outdoor Fitness.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
 - 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.
- A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.
- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.


Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:

 C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 12/16/2025 | 5:56 PM CST

BCI Burke Company, LLC

DocuSigned by:

 806B021F25814C3...

By: _____

Ryan Bittner

Title: CFO

Date: 12/16/2025 | 12:59 PM PST

RFP 101625 - Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

Vendor Details

Company Name: BCI Burke Company, LLC

Does your company conduct business under any other name? If yes, please state: WI

Address: 727 Northwest Way
Fond du Lac, wi 54935

Contact: Marianne Larson

Email: mlarson@bciburke.com

Phone: 920-933-6701

HST#:

Submission Details

Created On: Friday September 05, 2025 09:14:45

Submitted On: Thursday October 16, 2025 11:41:40

Submitted By: Marianne Larson

Email: mlarson@bciburke.com

Transaction #: 5b13c563-2043-4211-9115-da055703f6cb

Submitter's IP Address: 147.243.76.201

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	BCI Burke Company, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Burke has more than 30 contracted US and 4 Canadian Representative firms that will sell products and services utilizing Burke's Sourcewell agreement (if awarded). The Representative firms are independent entities and are responsible for servicing all markets within their contracted territory. You can find a complete list of our Representatives in the Documents folder. If awarded an agreement, only Burke will be executing a master agreement with Sourcewell. Burke's Representative firms will quote and invoice projects using Burke's Sourcewell contract number.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	M28NJPBMXWG8	*
5	Provide your NAICS code applicable to Solutions proposed.	339920	
6	Proposer Physical Address:	512 Harrison Street North Fond du Lac, WI 54937	*
7	Proposer website address (or addresses):	www.bciburke.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Ryan Bittner, CFO PO Box 549 Fond du Lac, WI 54936 rbittner@bciburke.com (920) 933-6690	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marianne Larson, Contract Administration & Events Manager PO Box 549 Fond du Lac, WI 54936 mlarson@bciburke.com (920) 979-2721	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	BCI Burke is a mission-driven company with a century-long history and a future focused on innovation, inclusion and impact. We've been designing and building outdoor play, recreation and fitness products for more than 105 years — but in 2016, something shifted. What began as a sketch on a napkin became a movement: Play That Moves You®. It's more than a tagline. It's a purpose that drives everything we do — from how we build our products to how we serve communities and collaborate with partners. Our culture — known internally as Purple Passion — is built on values like openness,	

innovation, listening and growth. We have a growth mindset and are always looking for ways to be better and more inclusive. In 2020, two Burkie's suggested we add the word "diverse" to our company word cloud — and we did. It's now one of the guiding principles of who we are and how we work. Our culture shows up in how we treat each other, how we connect with customers and how we help communities grow inclusive, engaging outdoor spaces where everyone can play, move and belong.

Our Core Values

Our core values are more than words — they're the foundation of how we work, what we believe and how we show up for our customers, partners and each other. They guide our decisions, shape our culture and drive us to create play and recreation spaces that truly move people. These values are lived every day by Burkie's across North America — in design meetings, on job sites and in the communities we serve. Together, they reflect our commitment to innovation, inclusion, quality and a deep love for play that brings people together.

Team

We don't do this alone — and we're proud of that. Our network of Burke employees and Representatives brings deep expertise in design, planning, fundraising, grant support and community engagement. We deliver more than equipment — we deliver research-backed play environments that help children, families and communities get outside, get moving and stay connected.

Research

Everything we create is grounded in research. Through partnerships with leading institutions and our own team of experts, we study how children develop through play across ages, abilities and backgrounds. These insights inform not only our products but also how we design space — helping us create environments that are inclusive, functional and developmentally rich.

Innovation

In 2025, we have the largest innovation team in our history — a multidisciplinary crew of industrial designers, engineers, compliance specialists and creative thinkers. Innovation helps us meet the evolving needs of kids and communities and allows us to build smarter, safer, more exciting ways to play. It's what keeps us pushing the industry forward.

Equity

Play equity means more than just access. It means engagement, learning, belonging and fun for everyone. We design with communities, not just for them — and we continue to evolve by listening to what people need, want and expect from their play spaces. It's not one-size-fits-all — it's design that meets people where they are.

Play That Moves You

This is our rally cry — the core of our brand, our business and our philosophy. Play That Moves You is about building spaces that inspire movement, spark imagination and strengthen community. It's backed by our Six Pillars — Research, Design, Innovation, Development, Connection and Wellness — which inform everything from our product lines to our people.

Research brings together design, play experience, development and connection. It allows us to develop products and spaces that create community, equity and comfort for people of all ages, abilities, preferences and backgrounds.

Intelligently designed spaces serve the entire community. They are inclusive, universally designed and make everyone feel a sense of belonging and ownership. Innovations change the way people interact with the world around them. Increased equity, usability, fun, engagement and ease of use are all results of innovations in outdoor spaces. Brava® Universal Swing, Innova®, 360 Loop®, Nucleus Evolution® and Nucleus Aspire® are changing the way children experience play — each provides more adventure, more awe, more independence and gives kids and communities the highest form of play.

Play develops us in so many ways. Children develop socially, emotionally, physically, cognitively, creatively and communicatively in a child-directed way through play. Connecting people to their communities, to the outdoors and to themselves is one of the most important aspects of play. At all ages and stages of life, connection is important. It improves our mental health, outlook on life, physical health and gives us a support system within our community. Outdoor spaces foster connections, community pride and engagement for everyone.

Outdoor recreational spaces promote the overall wellness of a community. Physical, mental and economic wellbeing are all positively impacted by the presence of these important places within communities.

Quality

We build products that stand up to weather, wear and time — because quality isn't

		<p>optional, especially for communities where downtime means lost opportunity. Our materials are top-tier — UV-20 protected compounded plastics, heavy-duty direct bolt connections and precision manufacturing right here in Fond du Lac, Wisconsin. When we say Burke Built®, we mean it.</p> <p>Ease From installation to long-term maintenance, our systems are engineered to work smarter. Burke's KoreKconnect® direct-bolt clamp system and EZKconnect® self-leveling platforms make setup faster, safer and more intuitive. When communities build together, ease matters — and we make it easier for more people to be part of the process.</p> <p>Community We're proud to be part of the play community at large — from board positions with IPEMA and the US Play Coalition to grassroots involvement in our own backyard. Locally, we support organizations like the Boys & Girls Club of Fond du Lac and the YMCA. Nationally, we're founding members of the NRPA Business Council. And personally, we encourage every Burke to get involved — whether it's serving on parks boards or partnering with organizations like the Southern New Mexico Trail Alliance to expand outdoor access.</p> <p>BCI Burke is more than a playground manufacturer. We are collaborators, educators, advocates and believers in the power of outdoor spaces to transform lives. And, as a partner to Sourcewell, we're ready to bring Play That Moves You to communities everywhere.</p>	
12	What are your company's expectations in the event of an award?	Burke and Sourcewell will work as a unified team to deliver Sourcewell members the highest quality products and services in the industry. Burke is committed to training our internal teams, our representative network, and our existing customers on the advantages of purchasing through cooperative purchasing contracts like Sourcewell. Together, we will actively market the Sourcewell contract to both Burke's and Sourcewell's customers in the U.S. and Canada through our established representative network and targeted marketing initiatives. This partnership will continue to strengthen throughout the term of the contract as we deliver great value and exceed member expectations while bringing the industry's most innovative, inclusive, and fun products to communities across the U.S. and Canada.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Burke's financial strength and stability are extremely strong and are supported by the following attachments: 2A_13 Burke's Financial Strength, 2A_13 Burke Bond Limits and 2A_13 Burke Bank Reference Letter.	*
14	What is your US market share for the Solutions that you are proposing?	Burke is one of the largest commercial playground companies in the United States. Our market share varies by state and can exceed 50% in some states.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Burke has seen strong, sustained growth across Canada and is proudly represented by a network of dedicated local partners. Our presence is well-established nationwide, with market share in some territories exceeding 30%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Burke has no completed or pending bankruptcy proceedings to report and we don't anticipate any in the future. Burke agrees to provide written notice to Sourcewell if we enter into a bankruptcy proceeding at anytime during the pendency of this RFP evaluation.	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>B - Burke is a leading manufacturer of commercial playground and recreation equipment. We proudly partner with more than 30 contracted Representative firms across the U.S. and 4 in Canada. These firms include both outside and inside sales professionals, as well as administrative staff, totaling more than 130 salespeople. Each representative Firm operates as an independent entity and is responsible for serving all markets within its designated territory, which is typically defined by a state or province. Within these territories, they serve as Burke's exclusive partner. In select regions, we also deploy direct Burke sales representatives to provide additional support and ensure exceptional service to our customers. Please refer to the Burke US and Canadian Territory Maps and Burke Representative Firm list located in the Document folder.</p>
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Required by market reputation, and held:</p> <p>ISO 9001:2015 Certification</p> <p>ISO 14001:2015 Certification</p> <p>Accredited IPEMA Certification facility</p> <p>Play products carry IPEMA Certification, compliance to ASTM F1487 and CSA Z614</p> <p>Not required, but held:</p> <p>Founding and active member of the International Play Equipment Manufacturer's Association (IPEMA). In fact Burke's Director of Engineering and Product Development, Scott Liebelt, is a director, and President-Elect on the IPEMA Board of Directors. He attends ASTM and IPEMA meetings to participate in writing, revising, and interpreting the IPEMA procedures and ASTM-1487 standard, which is the consumer safety performance specification for playground equipment for public use.</p> <p>Build America, Buy America Act (BABAA) compliance</p> <p>Alliant Energy's Second Nature™ Program</p> <p>Certificate of Environmental Excellence from GreenLight Energy - Green-E Energy Certified</p> <p>Partner with US Environmental Protection Agency Green Power Program</p> <p>Currently, ten Burke employees are certified through the National Recreation and Park Association (NRPA) as Certified Playground Safety Inspectors.</p> <p>Examples of these Certificates are included in the Documents folder.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Burke has no past debarments or suspensions to report and we don't anticipate any in the future. We agree to provide written notice to Sourcewell if we enter into a debarment or suspension status at any time during the pendency of this RFP evaluation.</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	2023 Business of the Year: Awarded by Marian University 2024 Business Excellence Award: Awarded by Envision of Greater Fond du Lac 2024 Playground of the Year: Awarded by Parks & Recreation Business Magazine (PRB) for Plamore Park. 2024 Columbine Award: Community Park's renovation project (featuring a BCI Burke playground) was selected as a recipient of this award from the Colorado Parks and Recreation Association (CPRA) for its design. 2025 Starburst Award: Community Park's renovation project (featuring a BCI Burke playground) was honored with a Starburst Award by the Colorado Lottery for its excellent use of lottery funds to create the community park. 2025 People's Choice Contest: In 2025, Fort Lupton Community Park (featuring a BCI Burke playground) was a finalist in the Colorado Lottery People's Choice Contest, where community members could vote for their favorite project.	*										
21	What percentage of your sales are to the governmental sector in the past three years?	Over the past three years, approximately 35% of Burke sales have been to the governmental sector.	*										
22	What percentage of your sales are to the education sector in the past three years?	Over the past 3 years, over 50% of Burke orders have come from schools and early childhood learning centers.	*										
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell • 2022 – over \$20M • 2023 – over \$40M • 2024 - over \$40M OMNIA Partners • 2022 – over \$16M • 2023 - over \$13M • 2024 - over \$12M GovMVMt • 2022 – N/A • 2023 - over \$3M • 2024 - over \$4.5M Ohio STS • 2022 – over \$1M • 2023 – over \$1M • 2024 - over \$1M NASPO ValuePoint • 2022 – N/A • 2023 - N/A • 2024 – over \$2.3M New Jersey State Contract • 2022 - over \$500K • 2023 - over \$1M • 2024 - over \$500K CMAS Contract • 2022 - over \$600K • 2023 - over \$150K • 2024 - over \$100K Equalis • 2022 – over \$2.1M • 2023 - over \$1.1M • 2024 - over \$1.1M	*										
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Burke holds GSA Schedule 47QSMA20D08NL through November 25, 2029 with an additional 5 year extension available. Our contract includes the following SINs <table><thead><tr><th>SIN</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td>339920S</td><td>Sporting Goods Equipment and Supplies</td></tr><tr><td>339920PARK</td><td>Park and Playground Equipment</td></tr><tr><td>339992</td><td>Sounds of Music</td></tr><tr><td>OLM</td><td>Order-Level Materials</td></tr></tbody></table> Over the past three years, Burke has sold over \$2.4M to Federal Agencies utilizing our GSA Schedule.	SIN	DESCRIPTION	339920S	Sporting Goods Equipment and Supplies	339920PARK	Park and Playground Equipment	339992	Sounds of Music	OLM	Order-Level Materials	*
SIN	DESCRIPTION												
339920S	Sporting Goods Equipment and Supplies												
339920PARK	Park and Playground Equipment												
339992	Sounds of Music												
OLM	Order-Level Materials												

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Medina, OH	Jansen Wehrley, Parks Director	330-721-6950	*
Union County, NC	Randy Mullis, Project Manager for Union County Public Schools	704-296-3163	*
Franklin Metroparks, OH	Josh Laughbaum, Manager Park Operations	614-895-6243	*
City of Gunnison, CO	Jackie Johnson, Procurement Contracts & Grant Administrator	970-641-8172	
City of Compton, CA	Bryan Spragg Sr., CPRP, CPO, CYSA Director of Parks & Recreation	310-605-3060 424-344-0902 (C)	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	<p>Burke's sales network is designed to provide consistent, high-quality support to customers across the U.S. and Canada. Our sales force is comprised of four key groups: our leadership team, regional sales managers, sales support team, and a network of more than 30 representative firms. Our structure ensures that Sourcewell participating entities, regardless of their location, receive responsive, knowledgeable service from experienced playground professionals at every stage of the project, from initial consultation through post-installation support.</p> <p>Leadership Team Our leadership team—including our CEO, COO, and Director of Sales and Business Development—plays a hands-on role in driving growth and customer success. They actively support our sales efforts through strategic use of cooperative contracts and by leading a nationwide network of regional sales managers, representative firms, and sales professionals. Their collective focus ensures we deliver responsive, knowledgeable service and long-term value to our customers.</p> <p>Regional Sales Managers (RSMs) Our team of 4 RSMs, who are strategically located across the United States, provide leadership, training, and field support to Representative Firms in their regions, ensuring consistent messaging, product knowledge, and brand standards nationwide.</p> <p>Sales Support Team Burke employs a team of five sales support professionals based in our hometown who play a key role in driving growth through cooperative contracts while ensuring compliance throughout the process.</p> <p>Representative Firms and Direct Sales Representatives Burke partners with more than 30 independent US Representative firms and 4 Canadian firms. Our Representative Firms, along with our team of Direct Sales Representatives, maintain deep relationships with local schools, municipalities, childcare centers, churches, and other organizations, ensuring coverage in all markets. While our Representative Firms generally work on a commission basis, Burke also offers added incentives tied to market share growth and goal achievement. Regardless of structure, each representative functions as an extension of Burke—trained on our full product portfolio, design tools, and safety standards to ensure consistent quality and service delivery nationwide.</p> <p>Education Manager Our experienced education manager travels the country to provide CEUs to Parks and Recreation professionals, landscape architects and architects on topics from inclusion to music and designing fitness courses to applying trends in design. This allows Burke to be a resource to our customers by sharing our research and knowledge that ultimately helps create the best outdoor spaces for communities.</p>	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Burke proudly partners with more than 30 contracted U.S. and 4 Canadian Representative firms, employing a combined network of over 130 sales professionals, including outside and inside sales representatives in addition to administrative support staff. These independent firms are responsible for servicing all markets within their assigned territories—typically one state or province—where they serve as Burke's exclusive partner. In select areas, Burke also contracts with direct sales representatives to further enhance local support and strengthen our customer relationships.</p> <p>Strong relationships with our Representatives is the cornerstone of Burke's success. We believe in responsiveness, reliability, and a shared commitment to meeting customer needs quickly and effectively. While this may sound simple, it's a level of partnership and service that truly sets Burke apart in our industry.</p> <p>This robust and collaborative structure enables Burke to meet the diverse needs of Sourcewell participating entities with consistency and quality—no matter where they are located.</p> <p>Please refer to the Burke US and Canadian Representative Territory Maps and Burke Representative Firms documents included in the Documents folder to identify coverage of Burke products and services throughout the United States and Canada.</p>
28	Service force.	<p>In partnership with our Representative Firms, Burke offers a comprehensive range of services, including site analysis, playground design, site demolition and preparation, professional installation, access to a searchable grant database, and fundraising kits. Most importantly, we deliver research-based products that help children, families, and communities stay active outdoors.</p> <p>No matter the size or scope of the project, we provide tailored solutions that are on time, on budget, and designed to make a lasting impact. With our trusted network of Representative partners ready to provide local expertise and rapid response, we make sure every project achieves the best results.</p> <p>Burke Corporate has a service and parts center with six full-time technicians. The hours of operation are 7:30am-4:30pm Central Time. After-hours calls are recorded and responded to on the next business day. Additionally, our Representatives have access to Burke's website 24/7. The website offers our Representatives a large amount of product-related information they can access before, during or after our normal hours of operation.</p> <p>The overlap between sales and service support ensures that each customer receives seamless project management—from design and ordering through installation and post-sale support.</p>

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Burke's professional Design Team consists of a variety of backgrounds from Computer Art and 3D Animation to Architecture and Design. We work with our customers and listen to their needs to develop play environments of all sizes and budgets that meet their specifications and all applicable standards. Using Burke's proprietary software we create playspaces that automatically bring in all standards and create proposals that are informative and accurate.</p> <p>Our philosophy results in beautiful designs that are also functional and foster the kinds of play that drive the developmental outcomes we seek from play. These are showcased in a variety of mediums from beautiful 3D images printed and displayed to engaging fly throughs that provide a unique view of the space design to help stakeholders see what play can bring to their community. (See attachment Burke Proposal Sample and Burke 3D Samples saved in Additional Documents Folder.</p> <p>Burke offers a unique advantage for Sourcewell Members by providing the best solutions in each of the respective product categories identified in the playground RFP. Burke has selected partners that specialize in each product category that work with our distribution partners and are capable of providing a broad range of recreational solutions. Burke, with our distribution partners, are capable of providing site assessments, design services, site preparation, and installation services and are available for on-going service and support post installation.</p> <p>The Burke Representative will work closely with customers to ensure the project is perfectly aligned with their needs and fits within their budget. The Representative will issue a customer quotation based on the Terms & Conditions of the Sourcewell contract. The customer quote is sent to Burke's Sales Administration Team for review to ensure contract compliance. Once reviewed and approved the quote is sent to the customer.</p> <p>When the customer is ready to place an order, the Burke Representative will request a signed quotation or purchase order from the customer. The Representative will utilize Burke's internet-based ordering system which is available for use by Authorized Representatives only. The system is entirely self-developed and self-managed by our in-house IT and Order Entry Departments. Once the order is placed, our Order Entry Department will process the order internally. The order is carefully reviewed by the Order Entry and Design Departments to ensure the order matches the customer's purchase order including equipment, color, price, requested delivery date, shipping location and any other information pertinent to the order.</p> <p>The Burke Representative will invoice the customer once the order has shipped. All Sourcewell orders will be flagged as such in Burke's system so that Burke's Accounting Department is able to easily identify the Sourcewell orders and generate reports which accurately reflect Sourcewell order totals.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Burke operates a centralized service and parts center staffed by six full-time technicians. Hours of operation are 7:30 a.m. to 4:30 p.m. Central Time. After-hours calls are recorded and returned the next business day.</p> <p>Our Representatives also have 24/7 access to Burke's website, which contains a wide range of product-related information to support them before, during or after regular business hours.</p> <p>Burke's Customer Service team is dedicated to providing prompt, personal support whenever a need arises. Incoming calls are answered directly by a team member — not an automated system. Staff stagger their breaks, lunches and time off to ensure that someone is always available to assist during normal business hours.</p> <p>Our Customer Service team can process requests in real time and, in many cases, ship service parts the same day — including via Next Day Air when needed. They also have full visibility into current part inventory, allowing them to confirm availability and ship dates with confidence. Customer requests are communicated directly to the Production Manager and relevant staff for immediate action.</p> <p>Burke is committed to delivering superior customer service. In addition to internal process evaluations, we regularly send Customer Satisfaction Surveys to recent order recipients. The survey gathers feedback on product quality, appearance and ease of installation, as well as the overall experience with our product selection and the service provided by our Sales Representatives.</p> <p>All survey responses are documented and reviewed by our Management, Quality and Customer Service teams. This data is used to identify opportunities for continuous improvement and to ensure a consistently high level of customer satisfaction.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Burke is able and willing to offer our contracted products and services to Sourcewell participating entities throughout the United States.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Burke is very willing and able to provide our products and services to Sourcewell Participating entities in Canada as Burke has full territory representation in Canada. Playquest has been a long standing Burke Representative driving significant growth in the western portion of Canada from Ontario to the west coast. Burke has seen significant growth in the eastern portion of Canada as well, with Park N Water representing Burke in the eastern portion of Ontario, DX3 in Quebec and Cobequid representing Burke in the remaining eastern provinces of Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Burke can fully service all of the Canadian and US Markets through the proposed Sourcewell agreement.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Burke will provide access to the Solutions awarded under a Sourcewell agreement to all Sourcewell Participating Entities.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Burke does not have any restrictions or requirements that would apply to participating entities in Alaska, Hawaii or US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Burke will extend the terms of a Sourcewell awarded master agreement to non-profit entities.	*

Table 4: Marketing Plan (75 Points)

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Website</p> <p>Burke will promote the Sourcwell purchasing contract through a dedicated page on our website. This page will highlight the advantages of purchasing through Sourcwell, outline our partnership and provide clear guidance on how to access and utilize the contract. To make navigation seamless, we will include direct links to the Sourcwell website and contract details, ensuring that visitors can quickly find the information they need. This page will serve as a central resource for our customers, reinforcing our commitment to offering streamlined procurement solutions. There has been thousands of users to the Burke Sourcwell landing page since our partnership.</p> <p>Catalog</p> <p>In addition to our website, Burke supports Sourcwell through our product catalog. We print and distribute approximately 160,000 copies annually across the United States, ensuring that customers, communities and decision-makers have direct access to our complete product offering. To extend reach and accessibility, the catalog is also available in a digital format on our website. We have nearly 600,000 page views of our digital catalog year to date.</p> <p>Paid Advertising & Organic Growth</p> <p>To further promote Sourcwell, we will leverage paid search advertising to reach targeted audiences actively seeking procurement solutions in the playground and recreation industry. By aligning keywords and ad copy to purchasing-contract benefits and layering relevant third-party audiences (K-12, municipal, nonprofit procurement), we maximize visibility to qualified buyers when they're actively searching. In addition to paid strategies, we continue to build organic growth through our content strategy on the website, including blogs that highlight contract advantages, industry insights and customer success stories. This dual approach of paid promotion and organic content ensures sustained visibility, credibility, and engagement with our key audiences.</p> <p>Tradeshow Participation</p> <p>Burke has elevated its presence on both the local and national tradeshow circuit, making major investments in the National Recreation and Park Association (NRPA) Annual Conference in September and the American Society of Landscape Architects (ASLA) Conference in October, in addition to exhibiting at more than 40 state and regional shows. Collectively, these events connect us with thousands of park, recreation and landscape architecture professionals across the country. At these and other events, we will highlight our Sourcwell partnership by featuring the Sourcwell logo in our catalog and prominently showcasing it on a feather banner within our booth.</p> <p>Internal Promotion</p> <p>Burke provides a monthly Burke Spot newsletter to all employees and representative Firms highlighting upcoming news and events. Within this newsletter, we will share ongoing updates regarding the Sourcwell contract award and provide reminders for representatives to incorporate the contract into their communications and sales tactics. In addition, we host an annual Sales Conference for our representative Firms that includes continuing education presentations and business updates. Sourcwell contract details, trainings and reminders are consistently included in these presentations. Finally, we provide training for our representatives during a monthly webinar series and Sourcwell has, and will continue to be, a focus of one of these trainings.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Burke leverages a wide range of digital platforms and tools to enhance marketing effectiveness and expand brand reach. We actively use Facebook, X (formerly Twitter), LinkedIn, YouTube, Vimeo, Pinterest and our company blog, Play Talk, to share relevant, engaging content with both our representatives and potential customers. Many Representatives amplify this reach by resharing Burke posts with their own audiences, extending visibility across key markets.</p> <p>In addition to organic engagement, Burke runs targeted email drip campaigns, utilizes Google Ads and remarketing strategies and invests in paid advertising on platforms such as Meta to increase brand awareness and drive product interest. We also use StackAdapt, a programmatic advertising platform, to reach highly targeted audiences across multiple digital channels.</p> <p>These efforts are informed by performance data and analytics, enabling us to refine our approach, optimize content and ensure the right messages reach the right audiences at the right time.</p>

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	By linking existing clients with Burke, Sourcewell can provide customers with additional resources and greater value through this contract and partnership. Burke will leverage our existing government customer database to send targeted email blasts announcing the award of the contract, highlighting past successes and encouraging clients to take advantage of this opportunity. In addition, our Representative firms and sales staff will reinforce this message through direct outreach, drawing on the strong relationships we have built and sustained in these markets to promote the benefits of utilizing Sourcewell for future projects.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Most Burke business is conducted through local Representatives due to the complexity and customization of playground projects. If we are fortunate to once again be awarded the Sourcewell Contract, Burke is open to investigating developing an ordering system similar to the GSA Advantage website to streamline purchasing for Sourcewell members.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>BCI Burke offers comprehensive training designed to support installers, designers and communities. Our Installer Training is conducted in partnership with NPCAI and provides both NPCAI and Burke certifications. This two-day program is offered at a significantly reduced rate and includes lodging, meals and a tour of Burke Headquarters. While Installer Training is optional — installers do not need Burke or NPCAI certification to complete an installation as long as instructions are followed — it provides valuable education and hands-on experience.</p> <p>In addition, Burke offers product training such as Lunch and Learns for designers and staff. Topics include proper playground maintenance, play research and advocacy, design best practices and Burke product knowledge. These sessions are designed to help professionals stay current with trends while keeping communities engaged and informed.</p> <p>Burke also provides a continuing education program for Parks and Recreation professionals, Landscape Architects and Architects where participants can earn CEU credits. Classes are offered online through AEC Daily as well as in-person at conferences, symposiums and Lunch and Learns. In-person sessions are led by certified trainers and include study guides and reference materials for long-term learning. These courses are developed with field experts and offered at no cost. Importantly, CEU classes are available to anyone who wishes to further their education — making professional development more accessible and impactful for a wide range of learners.</p>	*

42	Describe any technological advances that your proposed Solutions offer.	<p>EZDesign Max Software Burke's designers use our proprietary EZDesign Max software, recognized as one of the most advanced in the industry. It features all applicable safety standards and ADA requirements built directly into the design configurator — ensuring every playspace is both innovative and compliant.</p> <p>Premium Powder Coatings Burke's industry-leading two coat powder coatings along with subsurface finishes are engineered for enhanced corrosion resistance to achieve long lasting protection even in harsh environments. Super durable top coat longer-lasting color and gloss retention.</p> <p>KoreKconnect® Direct-Bolt System Our Nucleus® line features the KoreKconnect® direct-bolt clamp system — the strongest and most precise connection system in the industry. Factory-located connection points simplify installation and ensure an accurate, error-free fit. KoreKconnect® is backed by our non-prorated Generations Warranty® for 100 years, reflecting our commitment to lasting performance.</p> <p>Direct-Bolt Connection System Burke's Intensity®, Synergy®, ELEVATE® Fitness Course and ACTIVATE® Fitness Circuit all feature our trusted direct-bolt system. This durable, straightforward connection method ensures a smooth installation and delivers the strength needed to withstand the demands of active play. Like KoreKconnect®, these direct-bolt connections are also covered by our 100-year Generations Warranty®.</p> <p>Color-Compounded, Rotationally Molded Plastics Our thick, durable rotationally molded plastics are engineered for long wear and vibrant, lasting color. With UV-20 protection and color compounding integrated during production, these components resist fading and degradation far better than dry-blend alternatives. Manufactured from linear low-density polyethylene with an average wall thickness of .250", our plastics meet ASTM standards for tensile strength, flexural modulus and density, ensuring structural integrity and safety for years of play.</p> <p>Handcrafted by Artisans At our ISO-certified facility in Fond du Lac, Wisconsin, each playground is brought to life by the hands of skilled artisans. While we embrace efficient manufacturing processes, we also ensure every product receives the care and craftsmanship that makes a Burke playground unique, durable and meaningful to the communities it serves.</p> <p>The Burke Advantage For Sourcewell participating agencies, these design and manufacturing advantages translate into playgrounds and fitness spaces that are easier to install, longer lasting, lower maintenance and backed by industry-leading warranties — delivering greater value and peace of mind for every project.</p>
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43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>We all share one earth, and at Burke we want to preserve our planet for future generations of children. We’ve implemented a variety of practices to help us help keep our shared world a better, greener place.</p> <p>Manufacturing: Being ISO 14001:2015 certified means we have strict environmental controls built into our manufacturing process. We get 100% of our energy from hydroelectric and other renewable resources. This helped us earn the Green Power Partner designation from the US Environmental Protection Agency – the only major playground manufacturer to achieve this! Internally, we have a very comprehensive recycling program where we recycle the following:</p> <ul style="list-style-type: none"> • Metal products, including stainless steel and copper/brass • Aluminum • Cardboard (separate dumpsters on site for this) • HDPE (High Density Polyethylene) • Wood pallets • Paper and aluminum cans and plastic bottles (bins at each person's desk for these) <p>Additionally, we completed an internal EMAP (Environmental Management Action Plan) and now use only LED fixtures on our campus. In our powder coat system, we utilize phosphate-free chemicals in our cleaning processes, as well as enlist a third-party certified handler to manage any wastes from this process according to State and Federal regulations. We also utilize motion activated lights wherever feasible to reduce the amount of energy consumed in lighting, especially in warehouse and even restroom areas.</p> <p>Design: We design high-quality products with long life expectancies and quality components to extend the usable life of the playspace. Many of our raw materials have recycled content, including our steel tubes and castings. In addition, many other Burke products are made from recycled material. For example, the NaturePlay® ClubHouse™ Board Panels and Roofs are made from 75% post-consumer material and are 100% recyclable after use.</p> <p>Offices: Our corporate office uses energy-efficient LED lighting to help reduce energy use on a daily basis. We also use recycled paper to print our catalogs and created a digital catalog to decrease the amount of paper being used. We abide by the six R's: Reduce, Reuse, Recycle, Repair, Recover and Respect.</p> <p>Suppliers: To minimize transportation costs and fuel use, we prefer to work with suppliers located near our manufacturing facility if at all possible.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Burke received the ISO 14001:2015 Certification by the NSF-International Strategic Registrations for Design and Manufacture of Playground Park and Recreation Equipment with the Design, Manufacture and Distribution of Specialized Parts. We get 100% of our energy from wind and other renewable resources. This helped us earn the Green Power Partner designation from the US Environmental Protection Agency – the only major playground manufacturer to achieve this!</p>

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Research-Based Design At Burke we believe great product design begins with great research. We continually study how children play with our partner at the University of Nebraska Omaha and incorporate what we learn into both product and playground designs. Our process focuses on enhancing development and overall experiences for children and adults of all abilities.</p> <p>In addition to our work with UNO, we partnered with NRPA to conduct a five-year longitudinal evaluation of the health, public safety and economic impacts of a project in Baltimore. The results, shared in Parks and Recreation Magazine, highlighted the benefits of well-designed spaces and their ability to positively impact communities.</p> <p>Our observational, primary and secondary research led to innovation so strong that we have the following patents/patents pending:</p> <p>360 Loop® Patents Pending U.S. Patent No. D1,084,190</p> <p>AirVenture® Glider Manufactured under US Patent No. 10,625,169</p> <p>Brava® Universal Swing Manufactured under U.S. Patent No. 11,376,512</p> <p>Castra™ Playfort Patent Pending</p> <p>Innova® Bridge & Rocker Manufactured under U.S. Patent No. 12,262,817</p> <p>and U.S. Patent No. D999,323</p> <p>Nucleus Aspire® Patent Pending</p> <p>Sprout Spot® Patent Pending</p> <p>Custom Design Services To design the best playgrounds that comply with necessary standards, Burke uses proprietary software with all controls built in to ensure safety requirements are met. Our teams fuse creativity into playspaces by working with landscape designers to create custom layouts and panels that ignite imagination and bring communities together. Everything from 3Ds to digital fly-throughs will be available to Sourcewell participating agencies to help them envision their outdoor space and share it with the community to build excitement!</p> <p>Our Design Team is experienced and talented, creating spaces that bring communities together for play, exercise, development and fun. Our proprietary design software creates designs that meet all necessary standards including ADA. We design products and playspaces with a lens of Universal Design so we not only meet standards but exceed them and create an equitable and engaging environment for all people. Our Design services are at no cost to our customers.</p> <p>Playground Grant Search and Fundraising Burke offers resources that help make playground projects more achievable. We provide fundraising tools, grant search assistance and purchasing cooperative information to simplify the process and connect communities with the right funding opportunities. We are also available to discuss needs and explore solutions to help create the playground children deserve.</p> <p>Promotions and Grants Burke offers three to four promotions annually that we share with Sourcewell participating agencies. In addition, our Burke in-kind grant program gives customers who meet the criteria another opportunity to make their playground vision possible.</p> <p>The Burke Difference for Sourcewell What makes Burke unique for Sourcewell participating agencies is the combination of evidence-based design, innovation and community focus. We bring research, creativity and practical resources together to deliver solutions that are professionally designed, inclusive and inspiring — all while simplifying the purchasing process. With Burke, Sourcewell participants gain a partner dedicated to creating playspaces that enrich communities today and for generations to come.</p>
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46	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered.	<p>Burke Generations Warranty® Burke stands behind our products like no other playground manufacturer. It begins with Burke Built® quality backed by the longest and strongest warranty in the industry — the Burke Generations Warranty. Unlike prorated warranties, if a plastic play event needs replacement during the coverage period due to a manufacturing defect, we replace it at no cost and issue a brand-new warranty on the part.</p> <p>Burke's hand-crafted quality means less maintenance is required, lowering operating costs and keeping playgrounds open for play. The Burke Generations Warranty is the strongest commitment in the industry, reflecting our promise to create spaces that serve communities for years to come.</p> <p>Labor Coverage While labor is not included in Burke's warranty, many Burke Representatives provide supplemental warranties that cover labor related to repairs. Each claim is reviewed individually to ensure the full scope is understood and documented. During this process, decisions are made regarding labor costs and coverage in relation to the claim.</p> <p>Non-Prorated and Comprehensive Coverage Our warranty is never prorated. Replacement parts are covered under the Burke Generations Warranty receive a full-length warranty of their own rather than being restricted to the remaining balance of the original term. In addition, Burke ships all covered parts free of charge. We also offer a Back-charge/Reimbursement form, including mileage reimbursement when needed, to support replacement processes. Each circumstance is handled individually by Burke Customer Service staff and our Plant Manager to ensure responsive and fair resolution.</p>
47	Describe how your products and/or services comply with all relevant accessibility requirements applicable in both the United States and Canada. Include details on how your organization ensures inclusivity and accommodates individuals with disabilities in the design, manufacture, installation, and support of your offerings.	<p>At Burke, we're committed to a play for all philosophy. People of all ages and abilities need play and access is just the beginning. Every playspace we design meets or exceeds the minimum accessibility standards in both the United States and Canada and we make that transparency easy to see. Every proposal includes a detailed accessibility chart that outlines what is required and how the design delivers — and often, how it goes beyond.</p> <p>But we don't stop at accessible — we design for inclusion. That means considering children and community members of all abilities from the very first design concepts to the final installation. Inclusive design is embedded into every product we create. Each play event has a story — not just about how it's built, but who it's built for. Through research, we elevate the voices of those using our products and playspaces and design so every child can develop in ways that are comfortable, joyful and confidence-building. Whether it's supporting balance and coordination, offering a place to rest and reset or enabling caregivers to stay close by, we design for independence, engagement and belonging.</p> <p>We apply the principles of universal design to both products and playspaces — because designing for all is how we build environments that serve entire communities. We focus on equity, flexibility and intuitive use to create spaces where children of all abilities can explore, play and connect without barriers. From transfer heights to sensory-friendly motion to the layout of every path and platform, every detail is intentional. Universal design ensures that all children are part of the play experience and not just accommodated, but truly included.</p> <p>We've brought that vision to life through innovations like the 360 Loop®, Brava® Universal Swing, Novo® Playful Furniture, Fusion™ Playful Fencing and the Innova® Bridge and Rocker. These products shift the paradigm of what's possible in public play. They're not just compliant — they've helped families across North America and beyond connect, move and thrive together.</p> <p>Inclusivity is foundational to our mission of Play That Moves You®. From product development to design and installation to long-term support, our team is driven to ensure every child has a place — and a way — to play.</p>
48	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	<p>ISO 9001:2015 Certification</p> <p>ISO 14001:2015 Certification</p> <p>Founding and active member of the International Play Equipment Manufacturer's Association (IPEMA). Scott Liebelt, Director of Product Development at Burke, is a director on the IPEMA Board of Directors. He attends ASTM and IPEMA meetings to participate in writing, revising, and interpreting the IPEMA procedures and ASTM-1487 standard, which is the consumer safety performance specification for playground equipment for public use.</p> <p>Accredited IPEMA Certification testing facility</p> <p>Alliant Energy's Second Nature™ Program</p> <p>Partner with US Environmental Protection Agency Green Power Program</p> <p>Currently, ten Burke employees are certified through the National Recreation and Park Association (NRPA) as Certified Playground Inspectors</p>

49	Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.	<p>Our Nucleus product line features our industry-leading KoreKconnect direct-bolt clamp system, resulting in the strongest and most accurate connection system ever. KoreKconnect attaches with 2 fasteners when a lot of the competitors only use 1 fastener per connection.</p> <p>We also offer a 100 year warranty in our non-prorated Generations Warranty for structural elements like the connection systems and upright posts.</p> <p>Our exclusive EZKconnect platform mounting system is self-leveling and allows for faster and easier installation. We also use 2 bolts per corner, providing superior strength and assurance over a competitor with a similar type of platform connection system uses only one bolt per platform connection.</p> <p>For rotomold products, we use color compound rotomold plastics with a UV-20 additive, which is far beyond what our competitors offer. This provides long wear, and protection from plastic degradation.</p>
50	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.	<p>At Burke, we design and test all products to applicable safety standards. We participate in the International Play Equipment Manufacturer's Association (IPEMA) certification program, and our facility and processes are audited by IPEMA and their third-party verifier to maintain certification. The Product Development Director at Burke, Scott Liebelt, serves on the IPEMA Board of Directors and participates in ASTM and IPEMA meetings to help revise, interpret and develop IPEMA procedures and ASTM-1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.</p> <p>We also have ten Burke employees from a variety of departments who are Certified Playground Safety Inspectors (CPSI) through the National Recreation and Park Association (NRPA). Our designs promote safety, well-being and accessibility by applying Universal Design principles. This approach ensures spaces are usable for everyone, regardless of ability, level of concentration or age. We focus on access, play variety and equity in both individual play events and overall environment design. By creating engaging and inclusive playspaces, we support the well-being, development and socialization of all people in the community.</p>
51	Describe how your offering addresses the customer's desire to customize the offering.	<p>Burke offers customizable playspaces that set playgrounds apart and create imaginative play experiences like no other. Our Representatives and Design Team partner with communities to bring play environments to life with options such as custom vehicles, play panels, photo opportunities, storefronts, post toppers, counters, NaturePlay, ClubHouses, barns and airplanes. Our Playground Designers have backgrounds in design, animation, landscape architecture and art, and this expertise fuels creativity and innovation. Together, we design spaces that encourage pretend play, foster friendships and enhance imaginative skills, ensuring every playground reflects the unique character of the community it serves.</p> <p>As you page through Burke's catalog, the pages are filled with many examples of customized playgrounds throughout the US and Canada. We have also highlighted four projects in the document Burke Custom Project Examples in the Additional Documents Folder.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
52	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Some of Burke's Authorized Representative Firms have obtained or are in the process of obtaining some of the following certifications.</p> <p>Additionally, in sourcing local subcontractors, Burke is committed to utilizing the number of accredited companies that a public sector client may require.</p>	*
53		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Top Line Recreation, Burke's Authorized Dealer in Florida, has achieved MBE Status.	*
54		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have four Representative firms, Barrs Recreation, fun abounds, Recreation Resource USA and The Playground Consultants who have achieved WBE certification.	*
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
58		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
60		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
61	Describe your payment terms and accepted payment methods.	There are no credit requirements for Sourcwell agencies purchasing from Burke. All Sourcwell member entities are granted net 30 day payment terms.	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	At Burke, we're always searching for ways to offer exceptional products and services to our customers when they need them. Providing a vetted option to finance their playspace is part of our mission to bring the best in play, commercial playgrounds, recreation and outdoor fitness spaces to communities around the world. As a result, we have partnered with NewLane Finance to provide leasing options that our customers may take advantage of.	*

63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Because Burke offers Participating Entities the flexibility to work through a broad network of authorized dealers, the specific transaction documents used — such as order forms, terms and conditions and service level agreements — may vary by dealer or Representative. Each authorized dealer may use its own standard templates that reflect its business practices and operational requirements.</p> <p>However, all transaction documents follow a consistent framework and must meet the following requirements:</p> <ul style="list-style-type: none"> - Participating Entities will receive a written quotation from the authorized dealer that outlines product or service descriptions, quantities, pricing and delivery details - Each dealer includes its standard sales terms and conditions as part of the transaction documentation — typically covering areas such as payment, shipping, warranties, returns and liability - Burke reviews and approves all authorized dealers' written quotations prior to presentation to the Participating Entities to ensure alignment with Sourcewell requirements - Participating Entities always have the opportunity to review and negotiate any dealer-provided terms before finalizing a purchase <p>Because of this dealer-based model, Burke does not maintain a single universal template for transaction documents. Instead, we have included examples of standard quotations from several authorized dealers as reference.</p>	*
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Burke does not currently accept the P-card as a payment, but would be willing to consider this should we receive a request from a participating entity.	*
65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Burke's product pricing is based on a discount off MSRP. See complete Burke price list for line-item pricing with discounts.</p> <p>Burke has included a line-item price list for all components/products included in our response in the Documents folder. A Sourcewell participating agency will be able to confirm directly with Sourcewell that the pricing on the quotation matches Burke's submitted and approved price list.</p> <p>Burke's Canadian Representative firms will quote Sourcewell (Canoe) Participating Agencies in CAD. The prices quoted to Canadian customers will be the price in USD converted to CAD using the exchange rate at the time of order. Exchange rates will be based on the monthly average published rate according to the Bank of Canada - Monthly Exchange Rate found at https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/. Custom duties, sales taxes (GST/HST/PST) and customs brokerage/carrier related charges will be added to the quote.</p> <p>Burke's Sales Administration Team reviews all Representative quotes to ensure they meet the T&Cs of the Sourcewell contract before they are provided to the customer.</p>	*
66	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Burke's proposed discounts are as follows:</p> <p>Burke Playground Equipment, Musical Play, Outdoor Fitness Equipment and Site Amenities will receive a 7% discount off list price. (see additional volume discount information for orders with an equipment list price exceeding \$75K)</p> <p>Burke ShadePlay Max, GFRC Boulders, Surfacing and Stone Border Containment Systems will receive a 5% discount off list price. (NOTE: Volume discounting does not apply to these products.)</p> <p>Services including Equipment Installation, Surfacing Installation, Site prep and other services are priced at "not to exceed" prices due to the vast price differences in regions/states throughout the US and Canada.</p>	*

67	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Burke is offering the following volume discounts up to 15% off list price to Sourcewell participating agencies which allows customers to take advantage of deep discounting much sooner than by offering rebates.</p> <table><tr><td>List Price Range</td><td>Discount off list price</td></tr><tr><td>\$1-\$74,999</td><td>Standard discount of 7% off list price</td></tr><tr><td>\$75,000-\$149,999</td><td>10% Discount off list price</td></tr><tr><td>\$150,000 and above</td><td>15% Discount off list price</td></tr></table> <p>Burke offers promotions throughout the year which will provide additional customer discounts. These promotional prices will be offered to Sourcewell participating agencies and quoted accordingly. We will encourage Sourcewell participating agencies to utilize these deep discounts when they are available.</p>	List Price Range	Discount off list price	\$1-\$74,999	Standard discount of 7% off list price	\$75,000-\$149,999	10% Discount off list price	\$150,000 and above	15% Discount off list price	*
List Price Range	Discount off list price										
\$1-\$74,999	Standard discount of 7% off list price										
\$75,000-\$149,999	10% Discount off list price										
\$150,000 and above	15% Discount off list price										
68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Customers are able to purchase open market (sourced) products and services (those which contract pricing has not been provided) through our network of Authorized Representatives. Pricing for Open Market goods is provided by the Burke Representative and is dependent on the state/region/province that the firm is based in. Prices fluctuate greatly depending on where the customer/Representative is located.</p> <p>Burke will provide line-item quotations for these open market items on the customer quote and will clearly indicate that these are open market goods and/or services.</p> <p>Customers will be required to sign the Burke quotation, which is an indication that they agree to the products and services as quoted.</p>	*								
69	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Permitting is not included in our proposal as these costs vary greatly depending on state/local permitting requirements.</p> <p>Bonding costs are also not included in our pricing and are quoted on a per project basis.</p> <p>We have included installation and site services in our RFP response. Burke does not charge for our custom playground designs.</p>	*								
70	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>The local Burke Representative serves as the customer's primary point of contact for all shipping and delivery details. Our Representatives receive real-time shipping quotes directly from Burke's partner carriers to ensure accurate and timely information.</p> <p>Once an order is placed, it is assigned a ship date, which the Representative communicates to the customer. Throughout the manufacturing process, Burke's Shipping Team monitors all parts in our system to confirm they are completed on time and included with the correct order.</p> <p>All orders are packed and shipped from Burke's Worldwide Distribution Center in Fond du Lac, Wisconsin. Packaging is optimized to maximize space efficiency and minimize shipping costs. Once the order ships, tracking information is provided to the Representative and promptly shared with the customer.</p> <p>If a customer prefers to arrange their own product pick-up, they may coordinate with their local Representative before placing the order to make the necessary arrangements.</p> <p>Due to fluctuating fuel prices, freight rates are quoted on a per-project basis and are valid for 30 days from the date of the quote. The freight charge is clearly outlined on the customer's quotation.</p> <p>Orders are shipped FOB Destination, with freight charges prepaid and added to the customer's invoice. To ensure the most cost-effective shipping, Burke partners with transportation brokers to secure the best available freight rates.</p>	*								

71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We partner with a diverse network of trusted domestic and international brokers to ensure timely, cost-effective deliveries around the world, including Alaska, Hawaii, and Canada. These brokers share Burke's commitment to competitive pricing, exceptional customer satisfaction, and high quality. The delivery location determines the specific terms and programs available. To stay competitive, we continuously explore better, faster, or more cost-effective solutions, always without compromising on quality.	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>At Burke, our distribution is nothing short of unique! We utilize several different shipping methods to ensure that we exceed our customer's expectations and maximize profitability.</p> <p>We utilize a combination of Parcel, Less-Than-Truckload (LTL), and dedicated Full Truckload (FTL) shipping methods. Our diverse shipping solutions allow us to tailor transportation based on playground size, urgency, and destination (optimizing for both speed and cost).</p> <p>For all delivery methods (except parcel), we require scheduled appointments to ensure smooth deliveries for our customers. This minimizes delays, streamlines unloading, and improves service reliability for our customers and partners.</p> <p>For LARGE or urgent shipments, we utilize dedicated FTL (either 53' dry van or 26' box truck) to offer greater control over timing, reduced handling, and reliability.</p> <p>For international overseas orders, we work closely with international freight brokers to select the appropriately sized container for each playground. This ensures regulatory compliance, cost efficiency, and optimal use of space. Our broker partnerships enable us to determine the best-fit container sizes (full or partial loads) which reduces transit time and maximizes shipping value globally.</p> <p>By combining flexible shipping modes with structured delivery scheduling, our distribution approach balances responsiveness with reliability which aligns with Burke's commitment to industry leading customer service and quality.</p>	*
73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>The Burke Representative works closely with the customer to ensure the project aligns with their specific needs and fits within their budget. A formal quotation is then prepared by the Representative based on the Terms and Conditions of the Sourcewell contract. This quote is submitted to Burke's Sales Administration Team for review to ensure full compliance with the contract.</p> <p>Once reviewed and approved by Burke, the finalized quote is sent to the customer.</p> <p>After the customer places the order, it is thoroughly reviewed by Burke's Order Entry and Design Departments. This step ensures the order matches the customer's purchase order in every detail — including equipment specifications, color selections, pricing, requested delivery date, shipping location and any other relevant information. Once the order ships, the Burke Representative issues the invoice to the customer.</p> <p>All Sourcewell orders are flagged within Burke's system, allowing the Accounting Department to easily identify and track them. This system ensures accurate reporting of Sourcewell order totals.</p> <p>Sourcewell administrative fees are remitted by Burke's Accounting team based on the invoices flagged in the system.</p>	*
74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Burke tracks the following metrics: Number of quotes per month, total dollars quoted per month, number of won projects per month, total order dollars per month. We track on a year over year basis to ensure progress and growth utilizing the Sourcewell contract.	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Burke proposes a 2% administrative fee percentage based on agency spend for products and services sold through the Master Agreement. Bonding fees, taxes and freight charges would be exempt from the 2% fee.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Burke is providing a complete line-item price list based on the information provided in Table 6A.

Table 7A: Depth and Breadth of Offered Solutions (225 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Burke offers a full range of play, playground, recreation, outdoor fitness, games, outdoor classrooms, outdoor musical instruments, surfacing, dog park (Play4Pups) and shade (ShadePlay Max) that provide the quality, attention to detail and design continuity our customers expect. Our 2025 Full Line Design Guide and Catalog shows the extensive product offerings available to the communities we serve. Play variety is key for engagement, enrichment and fun and our product offering's breadth and depth provides intelligently-designed products suitable for everyone.</p> <p>Burke will be offering the following product categories to Sourcewell members:</p> <p>Play Equipment & Structures to include</p> <ul style="list-style-type: none"> - Traditional playground structures (e.g., slides, swings, climbers, seesaws, games) - Themed play systems - Inclusive and accessible play equipment - Musical and sensory play items - Shade Structures – integrated and free standing - Outdoor fitness equipment designed for ages 5-12 and 13+ - Site Amenities - Signage - Playground Surfacing Solutions including turf, EWF, tile, PIP, Stone Border containment system and other playground surfacing solutions. - GFRC Boulders - Related services to include but not limited to - Custom playground design - Site work including demolition/removal of existing equipment, site prep, equipment installation services - Installation of surfacing products - Supervisory services for community installs <p>Custom Design Services: Our Design Team is experienced and talented, creating spaces that bring communities together for play, exercise, development and fun. Our proprietary design software creates designs that meet all necessary standards including ADA. We design products and playspaces with a lens of Universal Design so we not only met standards but exceed them and create an equitable and engaging environment for all people. Our Design services are at no cost to our customers.</p> <p>Research: Our designs and products are influenced by primary, secondary and observational research. We partner with leading institutions to research how play helps children develop and what types of play influences different ages, backgrounds, experiences and abilities. Most importantly, how to put it all together in both product and space design. This helps us be the best partner for you – someone you can count on to be a resource with common goals.</p> <p>Innovation: Innovation keeps us current and allows us to address the needs of kids, communities and families. It helps us match products to uses and this brings the play that kids want, families are comfortable with, and communities embrace. In 2025, Burke has the largest and most talented new product innovation team in our history...including industrial designers, design engineers, design drafters, safety and compliance specialists, and more.</p> <p>Equity: Play equity can mean different things to different communities and people. To us, it means an opportunity for access, engagement, learning, belonging and a quality and fun play experience for all children and community members. Designing spaces with communities for communities helps us bring equity to all and we keep growing and learning with each space.</p> <p>Play That Moves You: This is the driving force behind all that we do. It's getting and</p>

		<p>keeping kids, families and communities moving and providing a place to gather, learn, play and engage. This infiltrates everything in our everyday –the products we bring to market, the people and Representatives we partner with and the recreation spaces we design. There are Six Pillars of our Play That Moves You philosophy – Research, Design, Innovation, Development, Connection and Wellness – that help us design play events and environments that bring an equitable outdoor experience to all people. You will see them in everything we do – in the Burkies you meet, the spaces we design and the products and play events we bring to communities.</p> <p>Quality: Spaces can't move people if they aren't functioning, and downtime is longer in communities that are under resourced. Burke's playgrounds are handcrafted by artisans in Fond du Lac, WI using high quality materials, including compounded plastics with UV-20 and heavy-duty direct bolt connections to protect community investment.</p> <p>Ease: Burke's exclusive KoreKconnect® direct-bolt clamp system is the very best in the industry and our EZKconnect® system features a self-leveling platform design that eases installation. Ease of installation is important to us and our customers, installers and community members during community builds so more people can be part of the process.</p> <p>Community: Being part of the play community helps us stay abreast of industry needs and shape trends. We are part of IPEMA and Voice of Play, an IPEMA initiative, in a variety of ways, including board and committee positions and product certifications. We hold a Steering Committee position with the US Play Coalition, an international organization dedicated to promoting play throughout life and are founding members of the NRPA Business Council. Numerous local organizations including the Boys & Girls Club of Fond du Lac and the Fond du Lac Family YMCA, are also part of our network and we work with them to create community for everyone close to home. We encourage Burkies to be part of their communities too. From parks boards to the Southern New Mexico Trail Alliance, an organization dedicated to increasing trail participation and access amongst underrepresented populations in the outdoors and creating more trails for more people, our employees are supported by us to further our mission wherever they are.</p>	
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> - Playground systems - Freestanding Basics playground events - Outdoor fitness courses and circuits - Outdoor musical instruments - Safety surfacing - Shade - Site Amenities and playful furniture - Dog park equipment 	*

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Include which ones you are offering	
79	<p>Category 1 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Water Play or Aquatic Equipment, including but not limited to:</p> <p>a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
80	<p>Category 2 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to:</p> <p>a) Benches, picnic tables, bike racks, waste receptacles; b) Dog Park solutions; c) Playground and aquatic surfacing and fall protection; d) Shade coverings</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
81	<p>Category 3 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to:</p> <p>a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as: i. Cardio training; ii. Strength, agility, and mobility training; and iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
82	<p>Category 4 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if they have Playgrounds AND one or more of b, c, or d, including but not limited to:</p> <p>a) Playgrounds</p> <p>and at least one of the following:</p> <p>b) Water Play or Aquatic Equipment (See Category 1, above); c) Outdoor Site Amenities and Furnishings (See Category 2, above); and d) Outdoor Fitness (See Category 3, above).</p>	<input checked="" type="radio"/> Yes <input type="radio"/> No	Burke offers playground, outdoor site amenities and outdoor fitness products and will be submitting our bid under category 4.	*
83	Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Related services to include but not limited to</p> <p>Custom playground design</p> <p>Site work including demolition/removal of existing equipment, site prep, equipment installation services</p> <p>Installation of surfacing products</p> <p>Supervisory services for community installs</p>	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. **NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Burke Complete Product & Services Price List.xlsx - Wednesday October 15, 2025 13:57:05
 - [Financial Strength and Stability](#) - Burke's Financial Strength.zip - Thursday October 16, 2025 10:50:31
 - [Marketing Plan/Samples](#) - Marketing Plans_Samples.zip - Tuesday October 14, 2025 12:57:29
 - [WMBE/MBE/SBE or Related Certificates](#) - WMBE_MBE_SBE or related Certificates.zip - Thursday October 16, 2025 11:20:23
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday October 15, 2025 11:41:33
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Additional Documents.zip - Thursday October 16, 2025 11:30:30

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Marianne Larson, Contract Administration & Events Manager, BCI Burke Company, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Playground Equipment Outdoor Fitness RFP 101625 Fri October 3 2025 04:18 PM	<input checked="" type="checkbox"/>	4
Addendum 2 Playground Equipment Outdoor Fitness RFP 101625 Wed October 1 2025 11:49 AM	<input checked="" type="checkbox"/>	3
Addendum 1 Playground Equip Outdoor Fitness RFP 101625 Wed September 24 2025 01:18 PM	<input checked="" type="checkbox"/>	2

January 12, 2026

John Busby
City of Los Angeles
Recreation and Parks Department
221 N. Figueroa St.
Los Angeles, CA 90012

RE: Authorization to Utilize BCI Burke's Sourcewell Contract

Dear John,

We authorize the City of Los Angeles, Department of Recreation and Parks, to use contract #101625-BUR, between BCI Burke Company, LLC, 727 Northwest Way, Fond du Lac, WI 54937 and Sourcewell, 202 12th St. Northeast, P.O. Box 219, Staples, MN 56479 for future contracting needs. A copy of this contract is attached.

Please contact me with any further questions. We look forward to working with the City of Los Angeles on future playground projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan J. Bittner".

Ryan Bittner
CFO

ATTACHMENT 3

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

		Limits
<hr/> <hr/>		
Workers' Compensation (WC) and Employer's Liability (EL)		
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	WC _____ <i>Statutor</i> y EL _____
<hr/> <hr/>		
General Liability		
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/>	<input type="checkbox"/> Sexual Misconduct _____	
<hr/> <hr/>		
Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)		
<hr/> <hr/>		
Professional Liability (Errors and Omissions)		
Discovery Period _____		
<hr/> <hr/>		
Property Insurance (to cover replacement cost of building - as determined by insurance company)		
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/> _____	
<hr/> <hr/>		
Pollution Liability		
<input type="checkbox"/> _____		
<hr/> <hr/>		
Surety Bonds - Performance and Payment (Labor and Materials) Bonds		
Crime Insurance		
<hr/> <hr/>		
Other: _____ _____ _____ _____		

CITY OF LOS ANGELES
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct**

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance and Minimum Limits

Date: 2026-01-05

Contractor/Vendor Name:

Agreement/Reference: FOR AS-NEEDED PURCHASE AND INSTALLATION OF PLAYGROUND AND SPORT/RECREATION EQUIPMENT TURF AND TILES RELATED PRODUCTS

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

General Liability - City of Los Angeles MUST be a named additional insured: Yes

Min. Limit: \$1000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other: \$2,000,000 aggregate

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work): Yes

Min. Limit: \$1000000

Automobile Liability Other:

Professional Liability (Errors and Omissions): No

Property Insurance (to cover replacement cost of building - as determined by insurance company): No

Pollution Liability: No

Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No

Crime Insurance: No

Cyber Liability: No

Other: **Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.