

TAB 1 – VENDOR CONTRACT AND SIGNATURE FORM

VENDOR CONTRACT

Between BCI Burke Company, LLC and

THE COOPERATIVE PURCHASING NETWORK (TCPN)

For

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

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

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

GENERAL TERMS AND CONDITIONS

Cancellation for non-performance or contractor deficiency:

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

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

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

COOPERATIVE PURCHASING

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

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

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

Customer Support

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

Assignment of Contract

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

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

FORM OF CONTRACT

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

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

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

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

LICENSES

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

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

Disclosures

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

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

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

Renewal of Contract

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

Funding Out Clause

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

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

Ordering Procedures

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

Audit rights

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

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

Contract placed on hold

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

Novation

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

Order of precedence

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

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

Inspection & Acceptance

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

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

SITE REQUIREMENTS

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

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

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

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

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

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

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

Invoices

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

Tax Exempt Status

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

Reporting

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

Vendor Name
TCPN Report
Month or Quarter

Entity Name	Zip Code	State	PO or Job#	Sale Amount

Total _____

Payments

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

Pricing

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

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

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

Price reduction and adjustment

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

PRODUCT LINES

Current products

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

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

New products/Services: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. TCPN may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. TCPN may reject any additions without cause.

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

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

Administrative Fees

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

Warranty conditions

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

Indemnity

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

Franchise Tax

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

Marketing

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

Supplemental Agreements

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

Certificates of Insurance

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

Legal Obligations

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

Protest

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

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

Force Majeure

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

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

Prevailing Wage

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

Miscellaneous

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

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

STATE NOTICE

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

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

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

Certain Public Agencies and Political Subdivisions:

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

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

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

Counties including but not limited to:

BOARD OF WATER SUPPLY
COUNTY OF HAWAII
MAUI COUNTY COUNCIL
CADD0 PARISH
CALCASIEU PARISH
EAST BATON ROUGE PARISH
JEFFERSON PARISH
LAFAYETTE PARISH
LIVINGSTON PARISH
ORLEANS PARISH
PLAQUEMINES PARISH
RAPIDES PARISH
SAINT TAMMANY PARISH
TERREBONNE PARISH
WEST BATON ROUGE PARISH

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT

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

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

Higher Education

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

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

State Agencies

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

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

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

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

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

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

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

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

SIGNATURE FORM

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

Prices are guaranteed: 120 days

Company name BCI Burke Company, LLC
Address 660 Van Dyne Road
City/State/Zip Fond du Lac, WI 54937
Telephone No. 920-921-9220
Fax No. 920-921-9266
Email address timahern@bciburke.com
Printed name Timothy Ahern
Position with company CEO / Owner
Authorized signature Timothy Ahern

Accepted by The Cooperative Purchasing Network:

Acknowledgement of Addendum Number(s): 1

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

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

Robert A. Pechacek
President / CEO

6/26/2012
Date

Robert A. Pechacek
Print Name

Bob Baker
Authorized Signature - Region 4 ESC

6/27/12
Date

Bob Baker
Print Name

TCPN Contract Number R5199

TAB 2 – QUESTIONNAIRE

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

1. States Covered

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

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

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

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

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

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

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

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

a. Minority/Women Business Enterprise

Respondent certifies that this firm is an MWBE

☐ Yes ☒ No

b. Historically Underutilized Businesses

Respondent certifies that this firm is a HUB

☐ Yes ☒ No

3. Residency

Responding Company's principal place of business is in the city of Fond du Lac State of WI.

4. Felony Conviction Notice

Please check applicable box:

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

5. Processing Information

Company contact for:

Contract Management

Contact Person: Lisa Ehlers
Title: Executive Sales Assistant
Company: BCI Burke Company, LLC
Address: 660 Van Dyne Road
City: Fond du Lac State: WI Zip: 54937
Phone: 920-921-9220 ext 3043 Fax: 920-921-9566
Email: lehlers@bciburke.com

Billing & Reporting/Accounts Payable

Contact Person: Sheila Stettbacher
Title: Accounting Manager
Company: BCI Burke Company, LLC
Address: 660 Van Dyne Road
City: Fond du Lac State: WI Zip: 54937
Phone: 920-921-9220 ext 3003 Fax: 920-921-9566
Email: sstettbacher@bciburke.com

Marketing

Contact Person: Tina Spritka
Title: Marketing Coordinator
Company: BCI Burke Company, LLC
Address: 660 Van Dyne Road
City: Fond du Lac State: WI Zip: 54937
Phone: 920-921-9220 ext 3046 Fax: 920-921-9566
Email: tspritka@bciburke.com

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

- ☐ Manufacturer direct ☐ Certified education/government reseller
☐ Authorized distributor ☒ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other _____

7. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☒ Yes ☐ No

(If answer is no, attach a statement detailing how pricing for TCPN participants would be calculated.)

- Pricing submitted includes the required TCPN administrative fee.

☒ Yes ☐ No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity?

☐ Yes ☒ No

8. Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Cooperatives & Contracts

BCI Burke holds the following contracts:

- New Jersey State Contract # A59065; valid through 5/31/12. We are currently awaiting award of a new contract (estimated effective date: 5/15/12). . The average annual sales on this contract are [REDACTED].
- HGACBuy Contract #PR 11-10, valid through 10/31/12. BCI Burke offers a discount of 7% on equipment, and 5% on Burke Turf. The average annual sales on this contract are [REDACTED].
- Choice Facility Partners Contract #09/021CG-01, valid through 5/19/13 with a one year renewal option available. The average annual sales on this contract are [REDACTED].
- Ohio State Contract #800230, valid through 12/31/15. This contract was first awarded in January of this year.
- Oregon State Contract #9783, valid through 1/31/13, with renewals available through 1/31/18. The average annual sales on this contract are [REDACTED].
- CMAS Contract #4-05-78-0025 is valid through 2/28/2017. The average annual sales on this contract are [REDACTED].

The discounts offered on these contracts vary depending on the fees that are required of them.

Company Profile

Company's official registered name: BCI Burke Company, LLC

Company's Dun & Bradstreet (D&B) Number: 006115547

Corporate Office Location: 660 Van Dyne Road
Fond du Lac, WI 54937

BCI Burke Company, LLC: TCPN Proposal



History

BCI Burke Company, LLC is headquartered in Fond du Lac, WI. In the beginning John Edward Burke and his wife Ethlyn started a weather-stripping business which was incorporated as the J.E. Burke Company in 1920. Shortly after incorporation, the weather-stripping business grew into a designer radiator cover business, and the J.E. Burke Company became known for exceptional quality and craftsmanship in decorator radiator furniture.

In the mid-1920s, John began to spend most of his time on creating, designing, engineering and manufacturing playground equipment such as freestanding slides, seesaws, swings, carousels and chinning bars from that time on. His factory was perfectly suited to manufacture these products. Eventually, the playground business overtook the radiator cover business.

The 1930s marked years of perfecting the engineering of the Burke product. The "top-of-the-line" Burke combination gym set was 10 feet high and made of the highest quality, heavy-duty materials available. Its innovative design brought a number of key play events together in one area for children to play together on. This concept later evolved into what is known today as "modular play."

Along with quality and innovation, another hallmark of the Burke Company has always been customer service. John E. Burke believed in treating customers with integrity, honesty, conscientiousness and fair dealing. Also in the 1930s, he started a playground maintenance service. For as little as \$5.00 per year, the Burke Company would take care of maintaining and repairing your playground.

On December 7, 1941, the Japanese bombed Pearl Harbor and the United States joined the Allies in World War II. Metal was needed for the war effort, and sheet metal factories like the J.E. Burke Company turned its production to assisting the U.S. government in winning the war. Always the inventor, John E. Burke invented the M8-Paracrate.

The Paracrate was actually a self-contained ammunition cart that could house a 75-MM Howitzer machine gun. As a metal cylinder, it could be parachuted down to the troops below. For its contribution to the war effort, the J.E. Burke Company was awarded an "Excellence in War Production" citation from the U.S. Government. The citation was delivered on November 22, 1943.

Post-War Burke led the way in creative play. Park and recreation equipment such as picnic tables, benches, grills, trash containers, flag poles as well as basketball, tennis, soccer and volleyball equipment were added to the Burke line.



J.E. Burke Company continued to manufacture only the highest quality playground, park and recreation equipment, carrying on John Edward Burke's motto of "Burke Better Built." Customer Service remained a hallmark of the business. And innovation continued... in 1972, Burke invented the Funnel Ball®, a popular playground activity at elementary schools that was quickly copied by other playground manufacturers due to its universal appeal.

In 1987, John's grandson Greg Burke purchased the Burke Company from his grandmother, father, uncle and aunt. Greg became the third generation Burke to take the helm of the company. He changed the name of the company to Burke Company Incorporated or BCI.

When the new Consumer Product Safety Commission announced that it would publish safety guidelines for two age groups - one for 5-12 year olds and separate guidelines for 2-5 year olds, Burke becomes the first playground company to invent a play system specifically designed for the 2-5 year old child. A team of the best industrial designers and product engineers were hired to create Genesis®, a play system like no other on the market! It debuted in 1994 and has won several awards for design.

Greg was a very creative and innovative playground designer and accomplished a lot in the short decade he ran the company - from expanding the product offering to expanding the Burke facility. When he was ready to retire in 1997, he looked for a progressive buyer who could continue leading Burke into the 21st Century and carry on the traditions and values of his father, uncle, grandfather and grandmother. Though they would not be members of the Burke family, the new owner needed to understand the importance of family values and family traditions and uphold the Burke reputation for quality, customer service, child development and safety. He found that in Tim Ahern, the next president of BCI Burke Company.

The BCI Burke Company is a privately held, Limited Liability Corporation. Tim Ahern became the fourth CEO/Owner and largest shareholder of the BCI Burke Company, LLC on July 31, 1997. Owner, Mark Sondergard (President) came on board in 1998, after serving as the Burke Company's accountant for many years.

The new Burke Company began to move forward at record speed with product innovations and structural changes to increase efficiency and provide unparalleled customer service. Beyond providing innovative products and servicing our customers, Burke has always strived to provide the safest play environment possible for children. No other manufacturer takes child safety as seriously. In 2003, BCI Burke formed a partnership with the National Program for Playground Safety (NPPS), a non-profit organization funded by the Center for Disease Control, to provide Safety Supervision Kits, at no charge, with each playground structure sold by Burke. To date, Burke continues to be the only company offering such a service.

Burke is a privately-held, family-owned business with a focus on long-term value-added relationships with our customers. Burke is a very nimble business with the ability to react quickly to our customers, representatives and installers. As a privately-held company, Burke's goals are based upon on long-term successes and relationships versus the typical short-term goals of other manufacturers in our industry. Burke's choice to operate its business based upon a set of core values and long term goals has allowed Burke to be stable, secure and able to endure and grow in an ever changing market while others in our industry have experienced less favorable results. Burke is the oldest playground company in the United States and will continue to design, engineer and manufacture innovative playgrounds for a very long time.



Sales Structure

BCI Burke Company, LLC has two sales persons internally that are responsible for the areas of the country that are currently handled directly by the corporate office. Additionally, we have 27 contracted representative firms domestically which employ 246 outside sales representatives and 51 inside sales representatives. They are responsible for all markets within their contracted territory.

At Burke, we are very specific and particular regarding who is given rights to sell our product. Certain territories are handled by local representatives that meet our stringent criteria and are aligned with our core values.

In the territories that are "Burke Direct," we made the decision to utilize our factory direct selling team. Burke bases its decision to handle territories direct on criteria such as territory population and demographics and if there is an opportunity for a relationship with a rep firm that has values that align with Burke's in that territory. Burke's direct selling team provides the same support and assistance to our direct territories as those territories served by our local reps, and allows Burke to continue to provide the incomparable customer service that we are recognized for. Burke also has strong relationships that allow us to provide excellent service in our Burke direct territories.

Again, it is important to note that Burke's direct selling team provides the same support and assistance to these direct territories as those territories served by our local reps. All Burke direct territories receive the same unparalleled service, support and attention as rep-served territories.

The Burke team is here to help before, during and after the sale – long after. From the initial design through the final installation, Burke will work closely with its Representatives and directly with government entities to make sure all the pieces come together. Our focus is not just about building playgrounds today; it is about building a relationship with Choice Facility Partners and customers for years to come.

Please see the enclosed Representative Territory maps and associated spreadsheet to identify coverage of BCI Burke products throughout the United States. Having solid relationships with our reps is critical for Burke; in fact it is these very relationships that set Burke apart in the industry from other manufacturers. Historically, our industry has functioned on a semi adversarial relationship between the factory and the rep. Since 1997, that trend has changed with Burke and our reps. Our CEO (Tim Ahern), as well as our sales management team, has brought a commitment to working together as partners with the sales reps. This is a breath of fresh air for our industry and has allowed even the most discerning Burke customers to be extremely satisfied with the performance of our rep and Burke. Bottom line is that the customer needs to be taken care of in a timely manner, and



that is what Burke and our reps do. It may sound like a simple concept, but it is not common in our industry.

The relationship with our reps is based upon a model that consists of shared goals and objectives, mutual dependence, open lines of communication, mutual commitment to customer satisfaction, concerns for others profitability, and trust. Each of these items overlaps the next and must remain in proportional balance in order for Burke and our reps to be successful. Burke realizes that the rep is also our customer and to maintain our model of successful factory/rep relationship professional respect, continuous improvement initiatives, and investment of effort by top management are a necessity. Burke recognizes and strives to support our rep's efforts by timely responses and open lines of communication, and in the end this allows Burke and our reps to offer superior customer service to the end customer.





BCI Burke Company, LLC: TCPN Proposal

RepFirmName	RepFirstName	RepLastName	RepTitle	RepAddress1	RepCity	RepState	RepZip	Phone	RepE-mail
Advanced Recreational Concepts, LLC	Lazaro	Gonzalez	Principal	3125 Skyway Circle	Melbourne	FL	32934	866 957-2355	lgonzalez@arcflorida.com
AK Sales & Consulting, Inc	Art	Moyle	Principal	115 E Country Club Road	Roswell	NM	88201	575 623-1488	akmoyle@yahoo.com
Ben Shaffer & Associates, Inc.	George	Herberger	Principal	P.O. Box 844	Lake Hopatcong	NJ	078490844	973 663-2021	george@benshaffer.com
Buell Recreation	Doug	Buell	Principal	785 SW 67th Place	Portland	OR	97225	503 922-1650	doug@buellrecreation.com
Child's Play, Inc.	Jay	Robertson	Principal	10661 Shady Trail	Dallas	TX	75220	972 484-0600	jay@childsplayinc.net
Childscapes	Timothy	Pesko	Principal	1775 Ocean Street	Marshfield	MA	02050	781 837-6412	tpesko@childscapes.net
Collinson Associates	Bob	Collinson	Principal	P.O. Box 5	Brielle	NJ	08730	732 528-7002	collinsonnj@optonline.net
Creative Sites, LLC	Julie	Kutilek	Principal	11506 Pierce St	Omaha	NE	68144	402 614-4606	jkutilek@cox.net
Empire Recreation	Ed	Miller	Principal	PO Box 496	Ridgefield	NJ	07657	855 413-4975	ed@empirerec.com
Howard L. White & Associates	Loren	Thorstenson	Principal	PO Box 5197	Buffalo Grove	IL	60089	847 840-7745	loren@howardwhite.com
Innovative Playgrounds	Alvino	Larios	Principal	12407 E Slauson Ave #D	Whittier	CA	90606	562 693-5200	alarios@innovativeplaygrounds.com
J.J. Ryan	Rich	Fustos	Principal	P. O. Box 252	Woodbridge	NJ	07095	908 217-4610	jryaninc@aol.com
Leadex Corporation	Frank	Fonseca	Principal	12391 SW 130th Street	Miami	FL	33186	305 266-2028	Frank@Leadexcorp.com
Made in the Shade	Dianne	Schade	Principal	P.O. Box 2870	Evergreen	CO	80437	303 670-3789	madeinschade@earthlink.net
Miller & Associates Inc.	Steve	Barritt	Principal	P.O. Box 154	Prairie du Sac	WI	53578	608 643-8105	steveb@millersaukprairie.com
Playgrounds of the Carolinas, LLC	John	Barrs	Principal	9521 Lumley Road	Morrisville	NC	27560	919 781-4870	jbarrs@playgroundsofthecarolinas.com
Playscape Design Group	Aaron	Vicars	Principal	1920 Duke Court	Burlington	KY	41005	615 417-9331	Aaron.PlayscapeDesignGroup@gmail.com
Recreation Resource Inc.	Sam	Much	Principal	P.O. Box 371	Kennett Square	PA	19348	610 444-4402	info@recreation-resource.com
Riggs Recreation Equipment	Dan	Riggs	Principal	P.O. Box 6191	Leawood	KS	66206	913 341-8875	riggsrec@swbell.net
Site Horizons	Mary	Langley	Principal	556 Lake Cove Pointe Circle	Winter Garden	FL	34787	407 947-6318	mlangley5@cfl.rr.com
Snider & Associates, Inc.	Chuck	Snider	Principal	10139 Royalton Road, Suite H	North Royalton	OH	44133	440 877-9151	csnider@cvsnyder.com
St. Croix Recreation Company, Inc.	Johnnie	Johnsen	Principal	225 N. Second Street	Stillwater	MN	55082	651 430-1247	jj@stcroixrec.com
Sun Country Systems, Inc.	Timothy	Hollinger	Principal	11710 Chisholm Court	Santa Clarita	CA	91390	661 268-1550	timh@suncountrysystems.com
T.F. Harper & Associates, LP	Tommy	Harper	Principal	103 Red Bird Lane	Austin	TX	78745	512 440-0707	playground@tsharper.com
Virginia Playground Services	Bob	Charles	Principal	14276 Riverside Drive	Ashland	VA	23005	804 798-6842	bob@vaplaygrounds.com
Wayne Davis Playgrounds	Wayne	Davis	Principal	104 Orchid Drive	Maumelle	AR	72113	501 851-0756	wyndavis@sbcglobal.net

Key Personnel

a. Sales

Lisa Ehlers
Executive Sales Assistant
660 Van Dyne Road
Fond du Lac, WI 54937
Ph: 920-921-9220 ext 3043
Fax: 920-921-9566
lehlers@bciburke.com

b. Sales Support

Lisa Ehlers
Executive Sales Assistant
660 Van Dyne Road
Fond du Lac, WI 54937
Ph: 920-921-9220 ext 3043
Fax: 920-921-9566
lehlers@bciburke.com

c. Marketing

Tina Spritka
Marketing Coordinator
660 Van Dyne Road
Fond du Lac, WI 54937
Ph: 920-921-9220 ext 3046
Fax: 920-921-9566
tspritka@bciburke.com

d. Financial Reporting

Sheila Stettbacher
Accountant
660 Van Dyne Road
Fond du Lac, WI 54937
Ph: 920-921-9220 ext 3003
Fax: 920-921-9566
sstettbacher@bciburke.com

e. Executive Support

Timothy Ahern
CEO/Owner
Fond du Lac, WI 54937
Ph: 920-921-9220 ext 3009
Fax: 920-921-9566
timahern@bciburke.com

Brian Johnson
Director of Sales & Marketing
660 Van Dyne Road
Fond du Lac, WI 54937
Ph: 920-921-9220 ext 3021
Fax: 920-921-9566
bjohnson@bciburke.com



Terms of Payment

There are no credit requirements for governmental entities purchasing with BCI Burke.
All governmental entities are granted Net 30 terms.

BCI Burke Company, LLC: TCPN Proposal



Competition

The playground industry continues to grow as new companies enter the commercial market. That being said, we have found that we often are competing with several manufacturers, including:

GameTime
Play & Park Structures
Miracle
Landscape Structures
Little Tikes Commercial
PlayKraft
Playworld Systems

For nearly nine decades, BCI Burke has been known for maintaining the highest quality standards and backing our products with superior service. This combination of quality and service ensures our customers the lowest possible total cost of ownership. Burke playgrounds provide the best value for a dollar – today and long into the future.

Therefore, we feel we differentiate ourselves from the competition in several key areas:

Warranty

Others may say they have the best warranty, but when you read the fine print, it's clear that our **Generations Warranty™** stands alone. That's because it's based on a simple principle: we don't think a failure should cost the customer anything. That's why it's non-prorated. If a post fails in less than 100 years, we'll still replace it at no cost. Period. Here are the highlights.

- 100 years on posts, clamps, hardware and direct-bolt fastening systems
- 25 years on spring assemblies and aluminum cast animals
- 15 years on platforms, decks, metal roofs, plastics and other parts

Burke's industry-leading warranty protects the initial investment and limited maintenance budgets that are a reality long after the excitement of the initial purchase. Schools and government entities will have peace of mind by knowing that the playground equipment has a warranty that won't nickel and dime them to death. Our warranty is not prorated and replacement parts covered under that warranty will have their own appropriate, full-length warranty instead of being restricted to the balance of the original warranty period which is based on the date it was shipped by the manufacturer. Furthermore, all parts covered under Burke's warranty are shipped free of charge.

Customized Maintenance Kit

Every Burke modular playground comes with a free maintenance kit including touch-up paint matching the playground colors, graffiti remover, a maintenance schedule and a manual specifically for each playground.

NPPS Safety Kit

A free NPPS (National Program for Playground Safety) Supervision Safety Kit is provided with the purchase of each Burke modular playground structure. Over 40% of all playground injuries are related to poor (or lack of) supervision. This kit, developed by the National Program for Playground Safety through grant monies from the CDC to the University of Iowa is a great training tool for school playground supervisors and for those who are responsible for supervising summer recreations programs. Many of our customers have found this kit to be an excellent tool for in-service training programs and as documentation for their risk-management initiatives. Consideration could be given to conducting Supervision Safety seminars at appropriate time slots during the build day.

Intensity® Curriculum

To help combat childhood obesity, BCI Burke created the Intensity Curriculum for teachers, recreation specialists, and playground supervisors to actively engage children in fitness-oriented activity on Intensity playgrounds. The curriculum was developed by Doctors Donna Thompson and Susan Hudson from the University of Northern Iowa and the National Program for Playground Safety. The curriculum is included free with each Intensity fitness play complex purchase.

We plan on increasing our market share with a few key initiatives. One is our recent partnership with School Specialty. School Specialty has account managers throughout the country that are calling on schools to assist them with educational products and services. BCI Burke is their source for all playground requests. This partnership, which launched in the last year, has already resulted in a lot of doors being opened and projects being passed along to our representative firms!

We also are constantly adding to our product offering, with new products and improvements to current products! Customers will always be able to find innovative and fun products to fill their playground needs.

Online Ordering System

BCI Burke does offer an internet based ordering system for our representative firms only. It is entirely self-developed and self-managed by our in-house IT department and our Order Entry department. Direct customers do not have access to this system for placing orders. Customers need to contact their local representative and/or Burke Direct when they are ready to place an order for Burke products. Their order will be placed for them.

Customer Service

We have one service & parts center with two technicians. Hours of operations are 7:30 AM – 4:30 PM Central time. After-hour phone calls are recorded on our answering service and are returned / answered the following business day. Any emails or faxes that come in after-hours are addressed and/or answered the following business day.

Additionally, our rep firms have excess to our rep web site 24/7. This web site offers our representatives a large amount of information they can access before, during, or after our normal hours of operation. We address each call, email, or fax as they come in to the Customer Service Department. In situations where we have an emergency we ask the individual to let us know they need an answer right away and we will address the situation immediately.

BCI Burke has a toll free 800 Customer Service number available for customers to call the factory direct and a toll free 800 routed number for customers to contact their local sales representative. A majority of our sales representative firms also have a toll free 800 number. All orders are placed through our electronic order entry system by Burke Direct or our Representatives. All key members of Burke's management team have cell phones and when needed, can be reached after hours and/or weekends.

Litigation, Bankruptcy, & Reorganization

BCI Burke Company, LLC has not been involved in any litigation as it regards to bankruptcy or reorganization

Marketing/Sales

If BCI Burke is awarded this Agreement, we will first introduce BCI Burke Company to all government entities, including existing customers, via an email blast. As a follow-up to the email blast, Burke's Marketing department will issue a press release, which will be posted on the Burke web site, as well as social media including Facebook and Twitter. We will create a dedicated page within our web site outlining our relationship with TCPN, and providing a link to the TCPN web site. We will also create a brochure that our representative firms will be able to leave with their customers to help educate them on the program

Additionally, we will send a postcard to targeted government entities introducing BCI Burke Company. Key TCPN staff members will be given a copy of our introduction material. BCI Burke agrees to display the TCPN seal in all marketing collateral materials, such as web site, brochures, etc. These materials will be prominently featured in all trade shows that BCI Burke participates in. BCI Burke agrees to submit all promotional materials to TCPN to obtain written approval before finalizing promotional material utilizing the TCPN name or seal.

We will use the TCPN contract to help customers streamline the bid process which can monopolize precious time and resources. By utilizing a cooperative contract, they will have the ability to purchase higher quality, long-lasting products without being forced to grant an award to the lowest-cost provider.

BCI Burke Company will provide our company logo in any format requested by TCPN, and agrees to provide permission for TCPN to reproduce the logo in their marketing communications and promotions. Please contact Tina Spritka, Marketing Coordinator for BCI Burke at tspritka@bciburke.com, for all such requests.



Implementation Plan Internally/Externally

It is Burke's intention to introduce this program to Burke employees, representatives and customers by the following methods:

- i. Memo announcement to Burke employees and representatives inviting them to a training webinar.
- ii. Post web news announcement on our web site.
- iii. Hold a training webinar to describe TCPN and "how the process works." We would like staff from TCPN to assist us in orchestrating this webinar and to answer any questions.
- iv. Include article in monthly Burke "Playground Advisor" newsletter introducing TCPN and educating our database of customers/prospects on the program.
- v. More in depth training, with staff from TCPN at our annual Sales Meeting.
- vi. Hold additional training webinars as needed
- vii. Explore conducting (in conjunction with TCPN staff) training sessions at targeted national conferences to educate attendees on the TCPN program and Burke's participation in it.

Based on this implementation plan, we anticipate the following revenue in the first three years of this agreement:

Year One: [REDACTED]
Year Two: [REDACTED]
Year Three: [REDACTED]

We have used a similar implementation plan with our current cooperative programs, and have found the familiarity and comfortability to have grown among our rep force. The experience our reps have had with our existing cooperative programs should make the implementation and acceptance of the TCPN cooperative contract a relatively easy one.

Our current cooperatives that are most similar to TCPN are:

HGACBuy
Contact: Aundre Petty
3555 Timmons Lanes, Suite 120
Houston, TX 77027
713-993-2453
aundre.petty@h-gac.com

Choice Facility Partners
Contact: Carol Duval-Greb
6005 Westview
Houston TX 77055
713-316-4259
cgreb@hcdetexas.org



Reporting Capacity

All monthly sales reporting is generated by our Accounting Department. Sheila Stettbacher will be the main contact for all required sales reports, and can be reached at [sstettbacher@bciburke.com](mailto:ssettbacher@bciburke.com).

BCI Burke is fully capable and willing to provide any necessary reports required or requested by TCPN. Lisa Ehlers will be the main contact for all requests or questions, and can be reached at lehlers@bciburke.com



Suggestions For Increased Efficacy

BCI Burke has several ideas for maximizing the TCPN contract, and helping our company, TCPN, and the participating agencies.

The first would be to allow Burke to market to existing TCPN users, and educating them on our company, our product, and the fact that we are now available via the TCPN contract.

Secondly, we often find that customers that are unfamiliar with cooperative contracts are hesitant to pursue them. It would be helpful to have a representative from TCPN available to make joint sales calls to prospective customers and help educate them on the process of the contract and the legality of it.

Finally, the publication of a monthly newsletter to TCPN users promoting new products or services would help keep the Burke name top of mind, and breed familiarity with our company.



Green Initiative

As we create great playgrounds for children to play on today, we never lose sight of the importance of preserving the precious resources they and future generations will need in the future. Here are some ways we are living out our commitment to a sustainable future.

ISO 14001:2004 Certification. To achieve this vital certification, BCI Burke put an environmental system in place with specific policy commitments, which include complying with all environmental laws and regulations. ISO 14001:2004 is the cornerstone of the groundbreaking series of standards set by the International Organization for Standardization (ISO), and it is the only framework that provides for third-party certification.

Recycled Materials. From the steel tubes used in our playgrounds to the paper on which we print our catalogs, we maintain high standards for recycled content. For materials used in our playgrounds, our average recycled content is:

- Tubes – 65 percent
- Sheet steel – 55 percent
- Steel castings – 90 percent

Because we print approximately 56 tons of catalogs each year, it's important to make sure they contain recycled material. As a result, we have implemented standards requiring that our catalogs be printed using processes and products that meet the standards of the Forest Stewardship Council (FSC).

Recycling. In addition to using recycled materials, we also have processes in place to ensure that we recycle materials we use. BCI Burke on average recycles 33 tons of HDPE (high-density polyethylene) and 65 tons of metal.

Energy Conservation. We have invested in energy-efficient lighting that has reduced our total energy consumption by 16 percent.

Use of Renewable Energy. BCI Burke has invested in energy efficient lighting that has reduced our total energy consumption by 16%. We are constantly assessing our energy use in our offices, manufacturing plant and transportation methods. With the Alliant Energy Second Nature™ Program, we are able to support further development of clean energy. We purchase 20% of our energy from wind and other renewable sources through this program. To green-up the additional 80% of our electricity usage, we've partnered with Greenlight Energy, which means 100% of our electricity comes from wind and other renewable sources

PVC Compliance. All of our PVC is free of hazardous heavy materials such as lead. In addition, we have reduced the levels of phthalate plasticizers. Our PVC products comply fully with the California standards, which are the strictest in the nation.



- Active member of the American Logistics Association (ALA) and MWR Council Member
- Certified member of the National Association of Government Contractors (NAGC)
- Member of American Society for Quality (ASQ)

BCI Burke Company, LLC: TCPN Proposal



TAB 4 – Evaluation Questionnaire

Products/Pricing (40 Points)

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

Please explain how they would verify the contract price.

5. What payment methods do you accept?

A. Check, EFT, Wire Transfer

B. Credit

Performance Capability (30 Points)

1. Did you indicate which states you can deliver to under TAB 2, Question 1? ☒ Yes ☐ No

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

Please explain what actions you would take.

3. Please provide your company's average fill rate over the last three fiscal years.

1) 3 yr avg - 95.9% 2) _____ 3) _____

4. Please provide your company's average on time delivery rate over the last fiscal year. 97.3%

5. Does your company agree to the following statement on shipping charges "*All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.*"? ☒ Yes ☐ No

If not please explain.

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

Please provide a brief description and example.

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

8. Will your company be able to meet the one year warranty guarantee as stated on page 14 under pricing? ☒ Yes ☐ No

If not, please explain.

9. Did you explain your company's policy on customer service issues as per TAB 3, Question 15?
☒Yes ☐No
10. What is your company's current invoicing process?
11. Did you indicate how your company will implement the contract as per TAB 3, Question 20, and is it appropriate? ☒Yes ☐No
12. Did you provide your Dun & Bradstreet number? ☒Yes ☐No
13. Did you provide information on your website and on-line ordering capacities as per TAB 3, Question 14? ☒Yes ☐No

Qualification and Experience (20 points)

1. What is your company's reputation in the marketplace?
2. What is the reputation of your products and/or services in the marketplace?
3. Does your company have past experience with TCPN and/or TCPN members?
If so, please list them and their contact information (Up to five).
4. Did you list your key employees and their qualifications as per TAB 3, Question 6?
☒Yes ☐No
5. Did you provide the locations and sales persons who will work on the contract as per TAB 3, Question 6 & 7? ☒Yes ☐No
6. What past experience does your company have working in the government sector?
7. Did you provide information on working with cooperative purchasing programs as per Tab 3, Question 24? ☒Yes ☐No
8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per TAB 3, Question 16? ☒Yes ☐No
9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per TAB 6? ☒Yes ☐No

Value Add (10 Points)

1. Did you submit a marketing plan as per Tab 3, Question 17?
☒Yes ☐No
2. Did you provide a national sales training plan as per Tab 3, Question 21?
☒Yes ☐No

Additional Information for Evaluation Questionnaire

4. Customers will receive a proposal which lists every component piece that will be included in their custom playground. They can compare these components against the published TCPN price list.

6. Burke has steps in place for returns and restocking. The first step is for the customer to contact their local representative.

The Burke representative initiates the return process by completing a Return Request form and faxing/emailing it to Burke Customer Service.

If the information on the form is not complete, or the issue should be handled differently, Burke Customer Service will contact the representative via telephone/email.

The Burke Customer Service department will review all requests for return. Whether approved or denied, they will contact the representative via telephone/email.

If approved, Burke Customer Service will complete a Return Authorization form and fax/email it to the representative. The completed Return Authorization form should be included in the return shipment. This form also expedites the return/credit process. When items are returned or exchanged for credit, the customer is responsible for return freight and a 25% restocking fee.

To expedite the return process:

- * Burke can issue a UPS call tag for the items (a separate call tag is needed for each carton)
- * Burke can issue an ABF Pick-up from a local terminal.
- * In both instances, any freight charges Burke incurs will be deducted from the Credit due, or billed to the Representative.

Please note: If Burke requests an item to be returned for inspection (eg: item on Problem Report), Burke will arrange the return freight and incur the costs. If the requested return items are not received in Burke's Shipping Department within 30 days form date of request, the representative will be billed for the items.

***All returned items are subject to inspection & must meet criteria for credit.**



10. An invoice from the government entity will be created the day after their order ships from BCI Burke. This invoice can either be mailed or emailed directly to the customer at the address listed on the purchase order. Statements are sent every month, and once an invoice is over 30 days old BCI Burke will begin contacting the customer via telephone or email.

Qualification or Experience

BCI Burke is known for having as good or better product as any other playground manufacturer, and our warranty and customer service is second to none. A number of other companies are known for not returning phone calls or following up with customers – this is an area in which we excel, both from the factor and through our representative firms. Furthermore, over the last several years we have introduced four new playsystems with industry leading technology and advancements in our connection systems. This has definitely been noticed in the market and helped to identify Burke as an innovator and leader in the development of play.

In fact, many installers who work with nearly every brand of commercial playground equipment have commented on the quality and longevity of BCI Burke product. Combined with our factory customer service and reps who can provide full turnkey solutions and stand behind our product, BCI Burke is moving far ahead of the competition.

Experience with Government Sector

BCI Burke has a plethora of experience working with the government sector, as the majority of our customers stem from this market. This can be Park & Rec Departments, School Districts, or Federal Government.





Product Certification

ASTM INTERNATIONAL US CONSUMER PRODUCT SAFETY COMMISSION (CPSC)

ASTM F1487 *Standard Consumer Safety Performance Specification for Playground Equipment for Public Use* establishes voluntary standards for the construction and installation of safe Playground Equipment for Public Use. The CPSC *Handbook for Public Playground Safety* recommends safety features that promote awareness and contribute to greater equipment safety.

- It is the intent of BCI Burke Company, LLC to design and manufacture Public Playground Equipment that, when installed per Burke Installation Instructions, complies with the voluntary standards of ASTM F1487 and CPSC. To the best of my knowledge, the equipment specified as playstructure IN-1877 meets the objectives of the ASTM F1487 voluntary standard as well as the CPSC Handbook.

BCI Burke Company, LLC is committed to continuous product improvement and will implement new safety criteria as they are developed.

Affirmed and sworn on this day April 26th, 2012, in the County of Fond du Lac, State of Wisconsin.

Lisa Ehlers

Notary Public

John T. Uelmen

John T. Uelmen
Design Team Manager
NPSI Certified Playground Inspector

My Commission Expires:

2/2/14
In the County of Fond du Lac
Fond du Lac, Wisconsin



CERTIFICATE

ISSUE DATE: 5/2/2012

IN-1877 - BCI Burke Company LLC TCPN Proposal

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-07 (excluding sections 7.1.1, 10 and 12.6.1) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from TÜV SÜD America that the products listed below conform with the requirements of ASTM F1487-07 (excluding sections 7.1.1, 10 and 12.6.1).

Manufacturer

BCI Burke Co., LLC
660 Van Dyne Road,
Fond Du Lac, WI 54936
(920) 921-9220

United States

PRODUCT #

PRODUCT LINE

DESCRIPTION

370-0001	Intensity	Agility Arc
370-0002	Intensity	Pep Step
370-0009	Intensity	Healthy Hammock
370-0016	Nucleus	Grab Bar Assembly
370-0027	Intensity	Launch Pad
370-0576	Intensity	Fierce Cylone Spinner
370-0581	Nucleus	Power Peak w/Panels



America

REFERENCES

Customer Name: The City of West University Place
Contact Name and Title: Tim O'Connor Parks and Recreation Director
City and State: West University Place, TX
Phone Numbers: 713-662-5894
Years Serviced: 5
Number of Facilities Services: 3
Services of Products Provided by Annual Dollar Volume: [REDACTED]

Customer Name: Child and Youth Programs Division at Naval Station Rota Spain
Contact Name and Title: James Baker
City and State: Rota, Spain
Phone Numbers: Cannot Provide
Years Serviced: Cannot Provide
Number of Facilities Services: 1
Services of Products Provided by Annual Dollar Volume: [REDACTED]

Customer Name: Fond du Lac YMCA Child Care
Contact Name and Title: Shelli Dekker, Director
City and State: Fond du Lac, WI
Phone Numbers: 920-921-3698
Years Serviced: 3
Number of Facilities Services: 1
Services of Products Provided by Annual Dollar Volume: [REDACTED]

Customer Name: Orange County Parks & Recreation
Contact Name and Title: Stephanie Clark, Recreation Specialist
City and State: Orlando, FL
Phone Numbers: 407-254-9040
Years Serviced: Cannot Provide
Number of Facilities Services: Cannot Provide
Services of Products Provided by Annual Dollar Volume: [REDACTED]

Customer Name: The Children's Center
Contact Name and Title: Nancy Emerson (Past Director)/Laurie Jones (New Director)
City and State: Dallas, TX
Phone Numbers: 214-823-2119
Years Serviced: 10
Number of Facilities Services: 1
Services of Products Provided by Annual Dollar Volume: Cannot Provide





Customer Name: Wiseburn School District
Contact Name and Title: Wendy Tsubaki Buyer for Wiseburn School District
City and State: Hawthorne, California
Phone Numbers: 310-643-3025
Years Serviced: Cannot Provide
Number of Facilities Services: 4
Services of Products Provided by Annual Dollar Volume: Cannot Provide

Customer Name: Ralston Public Schools
Contact Name and Title: Dr. Mark Adler, Assistant Superintendent
City & State: Omaha, NE
Phone Number 402-331-4700
Years Serviced: 1
Number of Facilities Services: 1
Services of Products Provided by Annual Dollar Volume: Cannot Provide

Customer Name: Omaha Public Schools
Contact Name and Title: Fred Clough, Risk Management/Playground Purchases
City & State: Omaha, NE
Phone Number 402-557-2895
Years Serviced: 3
Number of Facilities Services: 8
Services of Products Provided by Annual Dollar Volume: Cannot Provide

Customer Name: Tulsa Public Schools
Contact Name: Chris Hudgins, Project Manager
City & State: Tulsa, OK
Phone Number: 918-746-6864
Years Serviced: 1
Number of Facilities Services: Cannot Provide
Services of Products Provided by Annual Dollar Volume: [REDACTED]

Customer Name: Fond du Lac Parks Department
Contact Name: John Kiefer, Parks Director
City & State: Fond du Lac, WI
Phone Number: 920-322-3592
Years Serviced: 20+
Number of Facilities Services: 8
Services of Products Provided by Annual Dollar Volume: Cannot Provide

Clean Air and Water Act & Debarment Notice

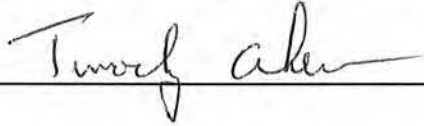
I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40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

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

Potential Vendor: BCI Burke Company LLC

Title of Authorized Representative: CEO/Owner

Mailing Address: 1600 Van Dyke Road, Fond du Lac, WI 54937

Signature: 

LOBBYING CERTIFICATION

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

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

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



Signature of Respondent

5/2/12

Date

CONTRACTOR REQUIREMENTS**Contractor Certification****Contractor's Employment Eligibility**

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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



Signature of Respondent

5-2-12

Date

DOC #4

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

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

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

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

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

Vendor BCI Burke Company, LLC

Address 660 Van Dyne Road

Fond du Lac, WI 54937

Phone 920-921-9220

Fax 920-921-9566

Bidder

Timothy Ahern
Signature

Timothy Ahern
Printed Name

CEO / Owner
Position with Company

Authorizing Official

Signature

Printed Name

Position with Company