

JUSTIN K. AREST
MAYOR

JEREMY A. GANS
DAVID J. GOLDSCHMIDT
DARA B. GRUENBERG
JASON KOFMAN
KENNETH L. MAZER
JEREMY WISE
TRUSTEES



ALEXANDRA H. MARSHALL
VILLAGE MANAGER

OFFICE OF THE
VILLAGE MANAGER
VILLAGE HALL
1001 POST ROAD
SCARSDALE, NY 10583
914.722.1110
WWW.SCARSDALE.GOV

Village Board of Trustees Agenda

August 12, 2025
Village Board of Trustees Meeting - 8:00 PM

Meeting Information

The Village Board will meet in Rutherford Hall at 8:00 PM to conduct the Village Board meeting. All interested members of the public have the option to attend in-person or virtually through Zoom. To participate via Zoom, attend online at <https://zoom.us/j/93183703358>, or call into the meeting by dialing 1-929-436-2866 and entering the Meeting ID 931 8370 3358. To participate in public comment online, click "Raise Hand," or dial 9 if commenting by telephone.

For a brief tutorial or to troubleshoot a problem, see here: <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>. For other user questions, please visit the Zoom Help Center: <https://support.zoom.us/hc/en-us>.

Trustee Kofman will participate remotely by Zoom from 86 Mariners Cove, Shelburne, VT. 05482

Roll Call

Pledge of Allegiance

Mayor's Comments

Manager's Comments

Public Comment

Public Hearings

- Public Hearing on Proposed Local Law to Amend Chapter 30 of Village Code Concerning Eligibility of Advisory Board Members - Trustee Kofman

Trustee Liaison Reports

Bills - Trustee Wise

Consent Agenda

- Minutes for the Village Board of Trustees July 22, 2025 Limited Agenda Meeting
- Resolution to Authorize the Execution of an Environmental Consulting Services Agreement for the Sanitation Incinerator Building Demolition Project
- Resolution to Award a Contract for the Renovation of Aspen Park Playground
- Resolution to Award a Contract for the Renovation of Willow Park Playground
- Resolution to Award VM Contract #1327 for the Heathcote Road Bridge Repainting Project
- Resolution to Accept a Gift of a Sport Equipment Shed from Scarsdale Youth Football

Agenda Items

- Resolution to Authorize the Village Treasurer to Make Final Year-End Budget Adjustments for the Fiscal Year Ending May 31, 2025 - Trustee Kofman
- Resolution to Authorize Sale of Property and Easement to NYSDOT for Post Road Traffic Signal Project - Trustee Kofman
- Resolution to Appoint Jason Young to the Board of Architectural Review - Trustee Goldschmidt
- Resolution to Schedule a Public Hearing on September 9, 2025, to Consider a Proposed Local Law Regarding Tree Business Licensing - Trustee Goldschmidt
- Resolution Requesting a New York State Department of Transportation Study for the Five Corners Intersection - Trustee Wise
- Resolution to Authorize MOA with SFCS for FY 2025-26 Aging in Place - Trustee Wise
- ADD ON: Resolution re: Appointment of Employee #7934 to the Position of Police Sergeant

Written Communications

- Written Communications

Statement of Expense and Revenue

Town Board Agenda

Roll Call (Town)

Minutes (Town)

- Minutes for the July 8, 2025 Town Board Meeting

Reports

- Custodian of Taxes Report as of July 31, 2025

Public Comment (contingent on commencing no later than 10:00 PM)

Future Meeting Schedule

- Tuesday, August 26, 2025
 - 8:30 AM - Village Board Limited Agenda Meeting
- Tuesday, September 9, 2025
 - 7:30 PM - Agenda Committee Meeting
 - 8:00 PM - Village Board Meeting

Village Hall Schedule

- Monday, September 1, 2025
 - Labor Day - Village Hall Closed

Motion to Adjourn



Date: Tuesday, August 12, 2025

Re: Public Hearing on Proposed Local Law to Amend Chapter 30 of Village Code Concerning Eligibility of Advisory Board Members - Trustee Kofman

COVER PAGE
Village Manager's Office

ATTACHMENT(S):

- [Public Hearing Notice - LL - Eligibility of Advisory Board Members](#)
- [Local Law - Amending Chapter 30 of Village Code Concerning Eligibility of Advisory Board Members](#)

PUBLIC HEARING

Village of Scarsdale

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled by the Board of Trustees of the Village of Scarsdale on Tuesday, August 12, 2025, at 8:00 p.m. in Rutherford Hall in Village Hall, or by accessing the meeting at <https://zoom.us/j/93183703358>, *or calling in by dialing 1-929-436-2866 and entering the Meeting ID, 931 8370 3358*; to consider a proposed local law to amend Chapter 30 of the Village Code concerning Eligibility of Advisory Board Members.

Taylor C. Emanuel
Village Clerk

07/22/2025

LOCAL LAW NO. ___ of 2025

BOARD OF TRUSTEES
VILLAGE OF SCARSDALE

A LOCAL LAW TO AMEND CHAPTER 30 OF THE VILLAGE OF SCARSDALE
CODE CONCERNING ELIGIBILITY OF ADVISORY BOARD MEMBERS

A LOCAL LAW to amend Chapter 30, Article I, of the Scarsdale Village Code to allow one (1) non-resident to serve on an advisory board or advisory committee if such person resides within the boundary of the Scarsdale Union Free School District.

BE IT ENACTED by the Board of Trustees of the Village of Scarsdale as follows:

Section 1. Chapter 30 of the Scarsdale Village Code, Article I, entitled “Board and Commission Members” is hereby amended as follows:

Article I **Board, Council and Commission Members**

§ 30-1 **Citizenship; age; residency.**

No person shall be eligible to be appointed as a member of any board, council, committee or commission in the Village of Scarsdale who is not a citizen or legal resident of the United States of America, at least 21-18 years of age and a resident of the Village. Excluding appointments to the Planning Board, Zoning Board of Appeals, Board of Architectural Review, Board of Ethics, Board of Assessment Review, Trustees of the Scarsdale Public Library, Cable Commission, and Conservation Advisory Council, the Board of Trustees may appoint no more than one (1) non-resident as a member of the Committee for Historic Preservation, and may appoint no more than one (1) non-resident to any advisory board, advisory council, advisory committee, or advisory commission provided that such person on an advisory resides within the boundary of the Scarsdale Union Free School District.

§ 30-2 **Effect on state law.**

This article shall change or supersede § 4-4043-300 of the Village Law, ~~as added thereto by Chapter 740 of the Laws of 1964,~~ to the extent that the provisions thereof conflict with or are contrary to the provisions of this article.

Section 2. Ratification, Readoption and Confirmation.

Except as specifically modified by the amendments contained herein, Chapter 30 of the Village Code of the Village of Scarsdale is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 3. Numbering for Codification.

It is the intention of the Village of Scarsdale and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the Village of Scarsdale; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word “Local Law” shall be changed to “Chapter,” “Section” or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

Section 4. Severability.

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt therefrom.

Section 5. Effective Date.

This local law shall take effect immediately upon filing with the Office of the Secretary of State.



Date: Tuesday, August 12, 2025

Re: Minutes for the Village Board of Trustees July 22, 2025
Limited Agenda Meeting

ATTACHMENT(S):

- [Minutes 07-22-2025 Village Board Meeting](#)

VILLAGE OF SCARSDALE BOARD OF TRUSTEES

LIMITED AGENDA MEETING

Rutherford Hall &
Video Conference
Via Zoom
July 22, 2025

A Limited Agenda Meeting of the Board of Trustees of the Village of Scarsdale was held on Tuesday, July 22, 2025, at Rutherford Hall and via video conference at 8:33 AM.

Present in person were Mayor Arest and Trustees Goldschmidt, Gruenberg, Mazer. Trustees Gans, Kofman, and Wise joined the meeting at 8:34 AM. Also present were Acting Village Manager Marshall, Village Treasurer Scaglione, and Village Clerk Emanuel.

* * * * *

Bills

Trustee Goldschmidt reported that he had audited the Abstract of Claims dated July 22, 2025, in the amount of \$26,459.70.

Upon motion duly made by Trustee Goldschmidt, and seconded by Deputy Mayor Gruenberg, the following resolution was adopted unanimously:

RESOLVED, that the Abstract of Claims dated July 22, 2025, in the amount of \$26,459.70 is hereby approved.

* * * * *

Minutes

Upon a motion entered by Deputy Mayor Gruenberg, and seconded by Trustee Mazer; the minutes of the Board of Trustees Regular Meeting of Tuesday, July 8, 2025, were approved unanimously.

* * * * *

Deputy Mayor Gruenberg

Upon motion entered by Deputy Mayor Gruenberg, and seconded by Trustee Mazer; the following resolution regarding Setting a Public Hearing on a Proposed Local Law to Amend Chapter 30 of the Village Code Concerning Eligibility of Advisory Board Members; was approved unanimously:

RESOLVED, that a Public Hearing is hereby scheduled by the Board of Trustees of the Village of Scarsdale to be held on Tuesday August 12, 2025 at 8:00 p.m. in Rutherford Hall in Village Hall, and via Zoom video conferencing, to consider a proposed local law to amend Chapter 30 of the Code of the Village of Scarsdale, Concerning Eligibility of Advisory Board Members; and be it further

RESOLVED, that members of the public wishing to present comments may do so in person or online during the public comment phase of the hearing by accessing the meeting at <https://zoom.us/j/93183703358>, or by calling in using 1-929-436-2866 and entering the Meeting ID, 931 8370 3358; and be it further

RESOLVED, that the Village Clerk is directed to advertise said Public Hearing.

* * * * *

Future Meeting Schedule

- Tuesday, August 12, 2025 – 7:30 PM – Village Board Agenda Committee Meeting
- Tuesday, August 12, 2025 – 8:00 PM – Village Board Regular Meeting
- Tuesday, August 26, 2025 – 8:30 AM – Village Board Limited Agenda Meeting

* * * * *

There being no further business to come before the Board, the meeting were adjourned at 8:36 AM on a motion entered by Deputy Mayor Gruenberg, seconded by Trustee Goldschmidt, and approved unanimously.

Respectfully submitted,

Taylor C. Emanuel
Village Clerk

Date: Tuesday, August 12, 2025

Re: Resolution to Authorize the Execution of an Environmental Consulting Services Agreement for the Sanitation Incinerator Building Demolition Project

COVER PAGE

Department of Public Works

ATTACHMENT(S):

- [Resolution](#)
- [07.31.2025 P. Zaicek Memo - Sanitation Incinerator Building Demolition](#)
- [05.14.2025 Proposal from TRC](#)
- [TRC Cost Estimate - Scarsdale Incinerator Demolition and Asbestos](#)
- [Professional Environmental Consulting Services Agreement - Sanitation Incinerator Building Demolition](#)

Resolution Re: Authorization to Execute an Environmental Consulting Services Agreement for the Sanitation Incinerator Building Demolition Project

WHEREAS, the non-operational sanitation incinerator building was built in the 1930's and is severely deteriorated, is beyond salvageable, and needs to be demolished; and

WHEREAS, the Village hired TRC Companies (TRC), an engineering firm which specializes in environmental and demolition projects, to review the preliminary Incinerator Building abatement investigation report and give the Village further guidance regarding the level of abatement required; and

WHEREAS, TRC performed an in-depth inspection of the building, reviewed the preliminary abatement report, and recommended a full-scale asbestos & hazardous material investigation; and

WHEREAS, TRC submitted a proposal for \$38,093 to perform the full-scale asbestos & hazardous material investigation and provide a findings report with abatement recommendation as outline in their May 14, 2025 proposal, attached hereto; and

WHEREAS, the TRC findings report will be utilized to prepare bid documents for the incinerator building abatement and building demolition; and

WHEREAS, Village staff recommend entering into an agreement with TRC to perform a Sanitation Incinerator Building full scale asbestos & hazardous material investigation, as they demonstrated a strong understanding of the Village's objectives for this project, have in-depth experience with similar projects, and their proposed fee is reasonable and within industry standards; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby authorizes the Village Manager to execute an environmental consulting services agreement, in substantially the same form as attached hereto and made a part hereof, with TRC Companies Inc., 1407 Broadway, New York, NY, to provide Environmental Consulting services for the Sanitation Incinerator Building Demolition Project at a total cost of \$38,093; and be it further

RESOLVED, to fund the TRC Consulting Services, \$18,222 from Account #H-8797-965-2022-142, Sanitation Incinerator Building Abatement Consultant, and \$19,871 from Account #H-5197-963-2024-115, Sanitation Incinerator Building Removal, are to be utilized; and be it further

RESOLVED, that the Village Manager is herein authorized to undertake any administrative acts required pursuant to the terms of the contract.

Date: August 12, 2025

SCARSDALE
1701
NEW YORK

To: Alexandra Marshall, Village Manager

From: Paul Zaicek, Director of Capital Projects

Date: Thursday, July 31, 2025

RE: Sanitation Incinerator Building Demolition – Environmental Consulting Services

MEMORANDUM

Department of Public Works

The Incinerator Building, located at the Village Sanitation Complex, was built in the 1930's and has been non-operational for many years (over 30 years). The building is constructed of steel, concrete, and brick. The building is in very poor condition, has broken windows, spalled /cracked concrete, deteriorated steel, and loose brick veneer and parapets. Upon inspection of the building by the Village's Superintendent of Public Works, Jeff Coleman, PE., it was concluded that the Incinerator Building is beyond salvageable and needs to be demolished.

Due to the sensitive nature of this project, the Village hired TRC Companies Inc. (TRC), New York, NY, an engineering firm which specializes in environmental and demolition projects, to review the preliminary abatement investigation work previously performed by Geo Environmental, and to give the Village further guidance regarding the level of abatement required. TRC did an in-depth inspection of the building and recommended a full-scale demolition survey. Attached is a Proposal, dated May 14, 2025, from TRC to perform the Hazardous Materials Survey and Reporting Services. The scope of work includes an in-depth asbestos & hazardous materials survey; identification, sampling, and laboratory analysis of suspect materials; and preparation of an Environmental Survey Report. The report will include identification of materials confirmed to be Asbestos Containing Material (ACM) & hazardous, quantities of ACM & hazardous materials, lab analysis results, results of any applicable lead analysis, and abatement recommendations. Village staff plan to utilize the information provided in the TRC Report to have bid documents prepared for the abatement of the hazardous materials in conjunction with bid documents for the demolition of the building.

TRC also provided a detailed project cost estimate (attached) totaling \$641,045 for the anticipated abatement work and the building demolition. A total of \$800,000 is allocated in the Capital Budget for preparation of bid documents for the abatement and building demolition, abatement and building demolition, construction administration services, and air monitoring services.

Village staff recommend entering into an agreement with TRC Companies Inc. for \$38,093 to perform the Hazardous Materials Survey & Reporting Services as outline in the attached TRC Environmental Consulting Services Proposal dated May 14, 2025. Village staff have found TRC to be thorough and professional and their proposed cost, for the scope of work to be performed, to be reasonable and within industry standards.

Accordingly, attached is a resolution for the Village Board's consideration at their August 12, 2025 meeting, authorizing the Village Manager to execute a professional services agreement with TRC

Companies Inc., 1407 Broadway, New York, NY 10018 in the amount of \$38,093. To fund TRC's services the balance of \$18,222 in Account #H-8797-965-2022-142, Sanitation Incinerator Building Abatement Consultant, and \$19,871 from Account #H-5197-963-2024-115, Sanitation Incinerator Building Removal, are recommended to be utilized.

Thank you and please let me know if any additional information is needed.



1407 Broadway, Suite 3301
New York, NY 10018

t 212.221.7822

May 14, 2025

Mr. Paul Zaicek
Director of Capital Projects
Village of Scarsdale
1001 Post Road
Scarsdale, NY 10583

**RE: Environmental Consulting Services (Revised)
Hazardous Materials Survey & Reporting Services
Village of Scarsdale Incinerator**

Dear Mr. Zaicek:

TRC Environmental Corp. (TRC) is pleased to present this proposal for providing the Village of Scarsdale (Scarsdale) with Environmental Consulting Services for Asbestos & Hazardous Materials Surveying and Reporting Services for the project referenced above.

The key to success of this or any other project is assembling the correct team of professionals. TRC has nearly 8,000 employees in over 150 offices globally, including Canada, China, and the UK. Our professionals include seasoned, senior professionals with proven experience and innovative ideas to address complex engineering, architectural, and environmental concerns.

Our New York City based staff includes certified asbestos inspectors/investigators/management planners/designers/project monitors/air sampling technicians, lead-based paint/lead-based coating inspectors/risk assessors/competent personnel, mold assessors, hazardous materials managers, toxicologists, certified industrial hygienists, certified safety professionals, environmental/chemical/civil engineers, environmental scientists/geologists/industrial health specialists, and **over 35 licensed New York Professional Engineers (PE)** and over 10 licensed New York Professional Geologists (PG).

TRC Mobile Data Solutions

TRC Environmental has developed, under our TRC Mobile Data Solutions program, a customizable data collection and reporting process for our project teams to utilize to efficiently collect and report field data.

- Real Time Information - TRC's real time retrieval allows project staff and our client to coordinate efficiently to provide real-time data on the project.
- The TRC Mobile Data Solutions tool has undergone rigorous internal testing
- TRC-designed mobile applications are customized for asbestos, lead-based paint and hazardous materials surveys, abatement oversight and air monitoring projects, building water intrusion assessments, industrial hygiene evaluations, due-diligence projects, SPCC inspections, groundwater monitoring, etc.

SCOPE OF SERVICES

TRC will perform an asbestos & hazardous material investigation of areas being renovated and involving demolition and/or reconfiguration as described by Scarsdale's above-referenced Incinerator property (Site).

Task 1 – Building Asbestos & Hazardous Material Surveys

TRC will perform an asbestos & hazardous materials survey of the building materials and areas being impacted by the proposed scope of work. The asbestos and hazardous material inspections of the building areas being renovated will be performed by TRC utilizing New York State Department of Labor (NYSDOL) certified asbestos inspectors.

Upon receiving authorization, TRC field staff will review any available relevant architectural drawings provided by Scarsdale. TRC field staff will review any past asbestos survey documents to determine the presence of confirmed or assumed ACM as referenced in the previous report dated April 12, 2022, prepared by Geo Environmental Co., Inc. Based upon the review of this information, TRC's inspector(s) will perform a thorough investigation of the areas being renovated. Each accessible area will be inspected, and suspect materials identified, quantified, assessed, and sampled. Within each area, a list of suspect materials will be compiled with the associated quantities and condition assessment. TRC's inspector(s) will make all attempts to use previous sampling data referenced in the 2022 asbestos report from Geo Environmental Co., Inc.

Per the previous communication via email on January 23, 2023, and after a review of the previous asbestos report of the Geo Environmental Co., Inc. report, TRC recommended that the following materials be collected:

- a. Incinerator refractory material (the interior of the incinerators). Note that the existing asbestos report indicates that "Incinerator Insulation Mud" was sampled. This may be the same material and would need to confirm this with Geo Environmental)
- b. Incinerator door gasket material (see same note above)
- c. Fan gaskets (throughout)
- d. Floor sludge/sediment (throughout)
- e. Fire doors (throughout)
- f. Electric wiring insulation (throughout)
- g. Tar and asphaltic material (upper level)
- h. Coping stone caulk (roof)
- i. Debris in crawl spaces (it's not clear if this was sampled or just assumed to be ACM)

A certain number of bulk samples of surfacing materials, thermal system insulation, and miscellaneous materials will be collected for each homogeneous area as described at 40 CFR part 763.86. The accredited inspector(s) must make a judgment on whether the suspect material is indeed uniform in color and texture, and therefore a homogeneous area. According to federal regulations, a material is an asbestos-containing material (ACM) if the material contains more than one percent (>1.0%) asbestos. Presumed Asbestos Containing Materials (PACM) and Suspect Miscellaneous ACM as indicated in NYSDOL ICR 56, including but not limited to interior and exterior finishes, equipment, plaster, roofing, flooring, caulking, sealants, tiles, insulation, and mortar and refractory bricks used in the construction of boilers will be assessed.

Samples will be sent to a certified laboratory for analysis. Non-friable, organically bound (NOB) materials, such as vinyl floor tiles, mastics, etc. will be analyzed by polarized light microscopy (PLM). As recommended by the USEPA and required by NYSDOL, if a NOB sample is found to contain one percent or less ($\leq 1.0\%$) asbestos, it will be re-analyzed by transmission electron microscopy (TEM), to confirm that the sample is non-ACM. NOB samples analyzed by PLM that are found to contain greater than one percent (>1.0%) asbestos does not have to be re-analyzed by TEM. All other asbestos samples will be analyzed by PLM. In the case of materials, such as sprayed-on fireproofing, which contain vermiculite, analysis shall be performed by NYSELAP Method 198.8.

*Proposal Environmental Consulting Services
Village of Scarsdale Incinerator*

Bulk building material products, including caulks and glazes, have been identified as potentially containing PCBs. These bulk products would require proper handling, abatement and disposal during a demolition/renovation project. To achieve compliance with disposal regulations stated in USEPA 40 CFR §761.62 and §761.61, TRC recommends collecting bulk samples of suspect caulk/glaze materials expected to be impacted by the demolition. The samples shall be analyzed for PCB content using EPA Method SW846 3540C/8082A.

Universal waste and other hazardous/regulated shall be inventoried and categorized, such as equipment, transformers, light fixture ballasts, fluorescent light bulbs, mercury switches/thermostats, batteries, and/or stored chemicals. For example, miscellaneous containers are located throughout the site, containing kerosene, compressed gases, and oils.

Bulk samples of brick and mortar should be sampled for disposal characteristics. TRC recommends samples analyzed for TCLP lead analysis. The purpose of the sampling is to confirm that the brick/mortar is not hazardous due to the presence of lead.

TRC will prepare an environmental survey report which includes the following:

- Executive Summary.
- Background - detailing facility information, inspector's name(s), certifications and date of survey, and general sampling and analysis procedures employed.
- Inspection Results Summary - identifying materials (with associated locations) confirmed to be ACM & Hazardous.
- Inspection Assessment Results - detailing homogeneous materials, material condition, number of samples collected per group and results.
- Quantity Schedule - identifying quantities of ACM and hazardous materials.
- Results of any applicable PCB analysis results.
- Results of any TCLP analysis results.
- Inventory of hazardous/regulated materials.
- Areas Not Accessible - identifying all areas where suspect ACM and hazardous Materials may be present but was not able to be accessed; and
- Report Appendices - including all report documentation, such as photographs of sampled materials, analytical results, chain of custody forms, etc.

FEE

Based upon the proposed scope of work provided by the client, TRC proposes to perform work outlined in the Scope of Service in accordance with the Specific Terms and Conditions as detailed below. The previous work

ACM & Hazardous Materials Survey Labor and Sample Analysis Estimate:

TRC's representatives will obtain representative samples of suspect ACM for laboratory analysis, as necessary, to address the project objectives. An estimate of labor and sample analysis is provided below. The actual number of samples collected of each type of material will depend on the quantity and types of suspect ACM identified in the affected areas of the property. TRC will not exceed the quantities of labor and lab analysis for the estimated fixed fee described below without prior written authorization from the Village of Scarsdale. No activities outside the scope of work will be performed without prior written consent by owner.

1. Hazardous Materials Survey and Report - Incinerator

Staffing:

Program Manager (Coordination/Reports) - 8 hours @ \$275.00/hour	\$2,200.00
Hazardous Materials Inspector - 80 hours @ \$135.00/hour	\$10,800.00
CADD Designer – 36 hours @ \$125.00/hour	\$4,500.00
NYS Certified Asbestos Project Designer(s) 8 hours @ \$160.00/hour	\$1,280.00



Labor Estimated Total: \$18,780.00

Sample Analysis:

Friable samples by PLM analysis (72-hour TAT) 80 samples @ \$6.00/sample.....	\$480.00
NOB samples by PLM analysis (72-hour TAT) 140 samples @ \$15.00/sample.....	\$2,100.00
NOB samples by TEM analysis (72-hour TAT) 140 samples @ \$26.00/sample.....	\$3,640.00
PCB Caulk/Debris (1 Week TAT) 50 samples @ \$110.00/sample.....	\$5,500.00
TCLP Lead samples (1 Week TAT) 10 samples @ \$100.00/sample.....	\$1,000.00
SOF-V Method 198.8 analysis (1 Week TAT) 10 samples @ \$250.00/sample.....	\$2,500.00
Travel Expenses	\$93.00
Sampling Equipment.....	\$3,500.00
Miscellaneous Drilling Equipment.....	\$500.00

Sample Analysis Estimated Total: \$19,313.00

Total Estimate: \$38,093.00

All above cost unit quantities are professional estimates. The final invoice will be made based on actual quantities incurred. TRC will not expend additional costs without prior Client approval.

GENERAL ASSUMPTIONS

The following assumptions are the basis for preparing the cost estimate for the specified scope of work:

1. Additional services not included will not be performed without prior approval from owner.
2. No delays beyond TRC's control for the scope of work being performed and all areas will be accessible for required asbestos and hazardous material inspections.
3. Although attempts will be made to keep sampling discrete and damage minimal, minor damages to building materials and finishes will likely occur. TRC will not accept responsibility for damages, whether in the present or that which may occur later, stemming from our work proposed work herein.
4. Based on information provided by the owner, TRC estimates a fixed maximum number of samples. However, the actual number of samples collected will be dictated by overall project scope of work, previous survey data (if available) and TRC's field observations.
5. Hidden and/or inaccessible materials may not be identified or sampled due to constraints created from construction. TRC will perform limited destructive investigations and therefore excludes repairs of such methods from our proposed scope of work identified above.
6. The owner will provide means for accessing inaccessible areas, as needed and if sampling is necessary in such areas (i.e. mechanical equipment, bulkheads, roofs, ceiling plenum with fireproofing on structural steel members, etc.). TRC's proposal is limited to elevations accessible using a standard six-foot ladder. Other scaffolding may be required and must be provided by the building owner/engineers.
7. Building Envelope/Roof Sampling: Please note that TRC's inspector is not a licensed roofing contractor. As a result, if the owner directs TRC to sample exteriors or roof areas, TRC will provide temporary patches at roof sample locations using a standard roof cement sealant (Henry's 208 or equivalent) but will not be responsible for permanent patches or repairs at sample locations. Further, TRC will not be responsible for potential roof warranty or damages incurred (if any) arising from our sampling activities.
8. Any activities beyond those specified in the scope of work will be considered supplemental services and will be invoiced on a time-and-materials basis or covered under a separate, written proposal. However, no such services will be undertaken without the owner's authorization.
9. TRC may need to sample suspect asbestos wire insulation and may need assistance by a licensed electrician retained by building engineer/owner, who will temporarily disconnect suspect wires, reconnect and repair any wire insulation which has been sampled for suspect ACM.
10. This estimate may change if additional work or any other services not specifically included in the scope of work are requested or required. TRC will provide an estimate of the additional cost for authorization prior to performing any additional work.



*Proposal Environmental Consulting Services
Village of Scarsdale Incinerator*

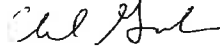
TERMS AND CONDITIONS

The services described above will be provided in accordance with the attached TRC Standard Terms and Conditions. Thank you for the opportunity to submit this proposal and please do not hesitate to contact us if you have any questions.

Respectfully submitted,
TRC Environmental Corporation



Daren Bryant
Program Manager
(347) 882-1509
dbryant@trccompanies.com



Charles Guder
Vice President
(917) 232-0929
cguder@trccompanies.com

Attachment: TRC Standard Terms and Conditions



*Proposal Environmental Consulting Services
Village of Scarsdale Incinerator*

This Agreement is effective on the last day signed.

TRC Environmental Corporation

Village of Scarsdale

Signature _____

Signature _____

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Village of Scarsdale Incinerator
Abatement and Demolition

Item #	Description	Quantity	Unit	Unit Price \$	Total \$	Assumption / Basis
1	Asbestos Abatement					
1a	Decon Unit with Maintenance	1	Lump Sum	3500.00	3500.00	
1a	Floor Tile Abatement	210	SF	6.00	1,260.00	Pre-Demolition Abatement procedures
1b	Window and Door Caulking Abatement	80	SF	30.00	2,400.00	Pre-Demolition Abatement procedures
1c	Roof Flashing Abatement	953	SF	15.00	14,295.00	Pre-Demolition Abatement procedures
1d	Crawl Space Floor Debris Abatement	420	SF	45.00	18,900.00	Pre-Demolition Abatement procedures (note limited access)
1e	Boiler Interior Debris Abatement	12	SF	12.00	144.00	Pre-Demolition Abatement Procedures
1f	Ceiling Exhaust Flue Abatement	12	LF	14.00	168.00	Pre-Demolition Abatement Procedures
1g	Pipe Insulation Abatement	116	LF	75.00	8,700.00	Pre-Demolition Abatement Procedures
1h	Fire Doors Abatement	128	SF	30.00	3,840.00	Pre-Demolition Abatement Procedures
1i	Waste Disposal - ACM	40	CY	250.00	10,000.00	
2	Building Demolition	~70000	CF			25' x 35' x 31' plus stack, inclusive of walls, floors, and debris
2a	Dust Control Units (4)	1	Lump Sum	45,000.00	45,000.00	
2b	Water Collection Controls	1	Lump Sum	20,000.00	20,000.00	
2c	100,000 Pound Excavator with Grapple Attachment	30	Days	1,000.00	30,000.00	inclusive of maintenance and fuel
2d	100,000 Pound Excavator with Shear Attachment	30	Days	1,500.00	45,000.00	inclusive of maintenance and fuel
2e	High reach demolition machine	5	Days	2,500.00	12,500.00	for stack demolition (inclusive of maintenance and fuel)
2f	Operator (2 operators and 1 oiler)	720	Man-Hours	115.00	82,800.00	assume non-union/non-prevailing wage labor
2g	Laborer (3 laborers)	720	Man-Hours	95.00	68,400.00	assume non-union/non-prevailing wage labor
2h	Field Supervision	240	Man-Hours	120.00	28,800.00	assume non-union/non-prevailing wage labor
2i	Construction and Demolition Debris Recycling	2,500	CY	40.00	100,000.00	
2j	Salvage	500	Ton	(200.00)	-100,000.00	estimate based on site recon
3	Subtotal				395,707.00	
4	Equipment and Materials (15% of Subtotal)				59,356.05	
5	Contingency (Unknown Asbestos, 20% of Subtotal)				79,141.40	
	Subcontractor's OH&P:	20.00%			106,841	
	TOTAL:				\$641,045	
Assumptions						
1. No hazardous building materials (i.e., PCBs)						
2. Costs for engineering, or third party air monitoring are not included.						
3. Costs for asbestos abatement are inclusive of labor.						

**PROFESSIONAL SERVICES AGREEMENT
ENVIRONMENTAL CONSULTING SERVICES
SCARSDALE SANITATION INCINERATOR BUILDING
DEMOLITION PROJECT**

THIS AGREEMENT, entered into this _____ day of _____, 2025, by and between TRC Companies Inc., having its principal offices located at 1407 Broadway, New York, NY 10018, hereinafter referred to as “TRC”, and the VILLAGE OF SCARSDALE, having its principal place of business at 1001 Post Road, Scarsdale, New York 10583, hereinafter referred to as the “VILLAGE”.

WHEREAS, the VILLAGE intends to enter into a professional service agreement with TRC to provide Environmental Consulting Services in connection with the Scarsdale Sanitation Incinerator Building Demolition project, hereinafter “PROJECT”, as further described in Exhibit “A” - TRC Proposal, dated May 14, 2025; and

WHEREAS, TRC has represented that it possesses sufficient professional skills and experience to perform said services in a complete, timely, and professional manner;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

I. SCOPE OF WORK

The services to be performed under this Agreement involve the performance of professional services related to the Scarsdale Sanitation Incinerator Building Demolition Project, 110 Secor Road, Scarsdale, New York, 10583 (the “Project”). TRC shall perform in a proper manner to the satisfaction of the VILLAGE, the scope of services identified in Exhibit “A”, attached hereto and made a part hereof.

II. TIME OF PERFORMANCE

The services to be performed hereunder shall commence upon receipt of written authorization from the VILLAGE and shall be expeditiously completed consistent with professional skill, standards and care.

III. COMPENSATION AND PAYMENT

TRC shall provide the services described above and detailed in Exhibit “A” and the VILLAGE shall pay an amount not to exceed \$38,093.

TRC shall prepare a monthly invoice which will set forth services rendered and other charges. All amounts shall be paid within forty-five (45) days after the invoice’s mailing date. Whenever the amount is past due more than forty-five (45) days after invoice mailing, TRC may suspend any further work or document delivery called for by this Agreement until

such account is made current. The fact that TRC may continue to work beyond the time during which it could have suspended the work shall not be deemed a waiver of its rights hereunder.

IV. COMPLIANCE WITH LAWS

TRC shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments in connection with the work performed hereunder.

V. SUBCONTRACT AND ASSIGNMENT

This Agreement shall not be assigned to subconsultants, in whole or in part, without the prior written consent of the VILLAGE. Approval by the VILLAGE of any subconsultants shall not relieve TRC of any liability or responsibility for the proper performance of the work under this Agreement.

VI. INSPECTIONS

All work performed by TRC shall be subject to inspection and approval by the VILLAGE at all times, but such approval shall not relieve TRC of responsibility for the proper performance of work.

VII. INDEMNIFICATION

TRC shall be responsible for all damage to life and property due to negligent activities caused by it, its subconsultants, agents or employees in connection with its services under this Agreement. TRC specifically agrees that its subconsultants, agents, or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that TRC shall indemnify and hold harmless the VILLAGE from all claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, of every name and description resulting from the negligent performance of the services completed under the scope of this Agreement. This shall include intentional acts, negligent performance of services, within the meaning of this Article, in addition to negligence founded upon tort, negligence based upon TRC's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against TRC, or the VILLAGE beyond such as may legally exist irrespective of this Article or this Agreement.

VIII. INSURANCE REQUIREMENTS

TRC shall, during the performance of the Work, maintain the following insurance in the types and amounts and with insurers satisfactory to the VILLAGE:

Type of Insurance	Minimum limits Required <i>Per Claim/Occurrence</i>	Minimum limits Required <i>Aggregate Policy Limits</i>
1. Commercial General Liability	\$ 1,000,000	\$ 2,000,000
a. Bodily Injury/Property Damage	\$ 1,000,000	\$ 2,000,000
b. Products/Completed Operation	\$ 1,000,000	\$ 2,000,000
c. Personal and Advertising Injury	\$ 1,000,000	\$ 2,000,000
d. Medical Expense limit (any one person)	\$ 10,000	\$ N/A
2. Commercial Automobile Liability (if applicable)	\$1,000,000 Combined Single Limit- Each Accident	\$ N/A
3. Worker's Compensation	Statutory Limits	Statutory Limits
4. Employer's Liability (Bodily Injury by Accident)	\$ 1,000,000	\$ N/A
a. By Disease	\$ 1,000,000	\$ N/A
b. Each Accident	\$ 1,000,000	\$ N/A
c. Each Employee	\$ 1,000,000	\$ N/A
5. Umbrella Excess Liability Insurance	\$5,000,000	\$5,000,000
6. Professional Liability Insurance (if applicable)	\$1,000,000	\$1,000,000
7. <u>Environmental</u> Waste and Pollution Insurance	\$1,000,000	\$2,000,000

• Additional Conditions and Provisions:

- o NYS Workers Comp (C-105.2 or U-26.3) and NYS Disability (DB-120.1) Insurance Certificates must also be provided. If you are exempt from having Workers Comp or NYS Disability insurance, Form CE-200 will need to be provided for each. ACORD Certificates will not be accepted as proof of insurance.
- o Name Village of Scarsdale as additional insured on CGL, Auto, and umbrella.
- o The vendor's insurance that provides additional insured coverage shall apply as primary and non-contributory of any insurance maintained by Village of Scarsdale.
- o Waiver of Subrogation provision in favor of Village of Scarsdale is included in CGL, Auto, and WC.

Prior to commencing work, TRC shall furnish the VILLAGE with a Certificate of Insurance as evidence of the required insurance and such certificate shall name the Village of Scarsdale as an additional insured under the commercial general liability, commercial automobile liability, and umbrella / excess liability insurance. The certificate of insurance naming the Village as additional insured must extend coverage to all salaried and non-salaried employees, elected or appointed officials, volunteer organizations or persons, but only while

performing duties on behalf of the Named Insured. The certificate shall provide for thirty (30) days written notice to the VILLAGE prior to cancellation thereof. New and current certificates shall be provided at each policy renewal. The VILLAGE shall specifically be named as an additional insured on coverages under Employers' Liability and Automobile property damage specified above.

IX. INDEPENDENT CONSULTANT

TRC shall perform services in accordance with the terms and conditions of this Agreement as the VILLAGE's independent consultant, and is responsible for the means and methods used in performing services under this Agreement. The relationship between the VILLAGE and TRC is that of a consultant to a contract vendor without any employer/employee relationship. The VILLAGE shall be the general administrator and coordinator of the TRC services for the Project.

X. DISPUTE RESOLUTION

This Agreement shall be governed by, and interpreted under, the laws of the State of New York. The venue for mediation, arbitration or legal proceedings arising out of this Agreement shall be Westchester County, New York.

All claims, counterclaims, disputes, and other matters in question between the VILLAGE and the TRC shall be decided by either mediation, negotiation, arbitration, or in a court of competent jurisdiction. The VILLAGE, in its sole discretion, shall specify and choose the method of conflict resolution.

XI. AGREEMENT DOCUMENTS/SUPPLEMENTS

The following exhibits, supplements or addendums form an integral part of this Agreement and shall be incorporated herein by reference:

Exhibit "A" - TRC proposal dated May 14, 2025

XII. ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Village of Scarsdale
1001 Post Road
Scarsdale, NY 10583

TRC
1407 Broadway
New York, NY 10018

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____



Date: Tuesday, August 12, 2025

Re: Resolution to Award a Contract for the Renovation of Aspen
Park Playground

COVER PAGE

***Department of Parks, Recreation
and Conservation***

ATTACHMENT(S):

- [Resolution](#)
- [7.29.2025 B. Gray Memo - Aspen Park Playground Renovation](#)
- [07.05.2025 Proposal from Playworld Park Solutions](#)
- [Aspen Park Playground Rendering](#)
- [Sourcewell Contract #010521-LTS](#)
- [Sourcewell Contract #010521-LTS Extension](#)
- [Insurance Letter from Playworld Park Solutions](#)

Resolution Re: Awarding a Contract for the Renovation of Aspen Park Playground

WHEREAS, the Aspen Park Playground at 7 Aspen Road, installed in 1997, has exceeded its useful life and requires full renovation, including removal of existing equipment and installation of new playground apparatus and safety surfacing; and

WHEREAS, the Department of Parks, Recreation and Conservation collaborated with local community members to select a design submitted by EZ Docks, d/b/a Playworld Park Solutions, featuring equipment manufactured by Playworld; and

WHEREAS, EZ Docks is the sole authorized New York State vendor for Playworld equipment under Sourcewell Contract #010521-LTS, a competitively bid cooperative purchasing contract awarded to PlayPower, Inc., in accordance with NYS General Municipal Law §103 and Chapter 19 of the Village Code permitting best value procurement; and

WHEREAS, the proposed project includes equipment and surfacing installation in the amount of \$299,750 and removal of existing equipment and surfacing in the amount of \$43,500, for a total cost of \$343,250; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby authorizes the Village Manager to award a contract to EZ Docks, d/b/a Playworld Park Solutions, 550 Route 36, Belford, NJ 07718, in the total amount of \$343,250 for the Aspen Park Playground renovation, as specified under Sourcewell Contract #010521-LTS; and be it further

RESOLVED, that funding shall be allocated as follows: \$299,750 from Capital Account H-7197-964-2026-111, Aspen Park Playground Renovation, and \$43,500 from Parkland Deposits Account TE93-.46 for removal and disposal of existing equipment and surfacing; and be it further

RESOLVED, that the Village Manager is hereby authorized to undertake all administrative actions necessary to effectuate the intent of this resolution.

Date: August 12, 2025

SCARSDALE
1701
NEW YORK

To: Alex Marshall, Village Manager
From: Brian Gray, Superintendent PRC
Date: Tuesday, July 29, 2025

MEMORANDUM
*Department of Parks,
Recreation and Conservation*

RE: Award of Contract – Removal of existing and replacement of the Playground Apparatus and Safety Surface at Aspen Park Playground

The existing Aspen Park Playground, a Village owned and operated playground located at 7 Aspen Road, was installed in 1997 and has outlived its useful life and is in need of replacement.

Funds have been appropriated in Account H-7197-964 2026-111 Aspen Park Playground Renovations to renovate the existing Aspen Park Playground in the amount of \$300,000.

Department Staff worked collaboratively with community members with young children who reside in the surrounding area that utilize Aspen Park to develop a playground design to best suit nearby residents. Together, the aforementioned sub-committee selected a design submitted by EZ Dock, d/b/a Playworld Park Solutions consisting of apparatus manufactured by Playworld. EZ Dock, d/b/a Playworld Park Solutions is the only authorized representative of Playworld play equipment and amenity products for the State of New York.

The proposal submitted by EZ Dock, d/b/a Playworld Park Solutions consists of the purchase and installation of new apparatus, and new safety surface in the amount of \$299,750 based off Sourcewell Contract # 010521-LTS. In addition, the Department of Parks, Recreation and Conservation, through their RFP process, requested Alternate pricing for the removal of existing play apparatus and safety surface at Aspen Park. The submitted price for this Alternate removal service is \$43,500.00.

The Village Board has adopted local law chapter 19 of the Village code on November 14, 2023 authorizing the Village to utilize contracts awarded on the basis of best value. This purchase is being made under a contract that was awarded for best value through Sourcewell, a political subdivision of the State of Minnesota (created under Minnesota State Statute Section 113A.21) offering cooperative procurement solutions to government entities, including local municipalities throughout the United States.

Funds for this purchase will be applied to the following accounts:

- Purchase and installation of new play apparatus and safety surface in the amount of \$299,750.00:
General Ledger Account: H-7197-964-2026-111 Aspen Park-Playground Renovation
- Removal and disposal of existing play apparatus and safety surface in the amount of \$43,500:
Parkland Deposits Account: TE93-.46



July 7, 2025

Mr. Brian Gray
Superintendent PRC
Village of Scarsdale
244 Heathcote Road
Scarsdale, NY 10583

**Re: Proposal for Aspen Park Playground Replacement
Sourcewell Contract #010521-LTS**

1. Replacement of Aspen Park Playground, located at 7 Aspen Road, Scarsdale, NY in accordance with Playworld Design Number: Design Number: 25-16871A. Price includes supply and installation of all listed and shown playground equipment, and installation of new 12” of Hardwood Mulch Safety Surface throughout all proposed fall zones. All pricing is in accordance with NY State prevailing wage laws.

Sourcewell Discount 10%

Additional Discount

Total Equipment Price with Installation: \$294,650.00

Total Equipment Only Price: \$147,650.00

Total Equipment Installation Price: \$125,000.00

Total Safety Surface Supply/Install: \$22,000.00

Freight: \$5,100.00

Total Cost: \$299,750.00

2. Alternate for the Removal and Disposal of Existing Playground and Safety Surface.

Total Cost: \$43,500.00

Henry Hinterstein, LLA, PP
Director of Construction
732-963-5011
h.hinterstein@ez-docks.com



July 7, 2025

Mr. Brian Gray
Superintendent PRC
Village of Scarsdale
244 Heathcote Road
Scarsdale, NY 10583

**Re: RFP Response for Willow Playground and Aspen Park Playground Replacements
(Under Sourcewell Contract #010521-LTS)**

Dear Mr. Gray:

As per the requirements of the RFP for the above noted projects, Playworld Park Solutions is providing the required itemized proposals, plans, designs, pictures, and simulations/renderings for each project as requested and required as part of the RFP for each project for your consideration. We are also attaching verification of Sourcewell Contract membership for Playworld.

I will be the main point of contact for both projects under consideration. A little about myself. I am a Licensed Landscape Architect and Professional Planner in the State of NJ and previously worked for the Township of Piscataway in NJ for 31 years as the Township Landscape Architect prior to joining Playworld Park Solutions, as Director of Construction. In this capacity, my responsibilities included overseeing the design, specification, bidding, and construction management for over 30 Park and Playgrounds as well as numerous other projects throughout the Municipality. One such project was the new two-million-dollar Raritan Rapids Spray Park located at the newly constructed Piscataway Recreation Building operated by the YMCA. I have personally designed and managed over 25 Playground rehabilitation projects, with a scope very similar to your projects, with an overall value of over seven million dollars. This, along with Playworld's 54-year history of playground equipment design, development, and manufacturing, and a corporate support team that has over 30+ years of experience in design and development of playgrounds and playground equipment throughout the world, makes us uniquely qualified for your projects.



We are also submitting a company resume and work experience/references for our sub-contractor, Whirl Construction, who has 43+ years of experience installing playground equipment and safety surfacing, as well as numerous other playground-related amenities. Whirl Construction will be responsible for the installation of the playground equipment and safety surface as per the designs and specifications. All required contact information is provided on the company Bio.

We look forward to working with you on these exciting projects and creating some incredible playgrounds for all of Scarsdale residents to enjoy.

Respectfully submitted,
Henry Hinterstein
Henry Hinterstein, LLA, PP
Director of Construction
732-963-5011 – Cell

9. NON-COLLUSION PROPOSAL CERTIFICATION FORM

In accordance with the provisions of Section 103-D of General Municipal Law, as amended, the following "Non-Collusive Proposal Certification" is and shall become a part of this proposal:

____ Rick Hibell _____, being duly sworn, deposes and affirms that:
(Name)

I am the, __ Member _____, with the __ EZ Docks Unlimited d/b/a Playworld Park Solutions ____
(Title) (Company Name)

located at __ 550 Route 36 Belford, NJ 07718 _____, and I am familiar with the enclosed
(Company Address)

proposal to the Village/Town of Scarsdale in response to the Request for Proposal for procurement of **PLAYGROUND EQUIPMENT AT ASPEN PARK PLAYGROUND.**

By submission of this proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (a) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made or will be made by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- (d) I have fully informed myself of the accuracy of the statements contained in this certification and affirm the truth thereof.
- (e) That attached is a certified resolution authorizing the execution of this certificate by the signatory of this proposal on behalf of the corporate vendor (if applicable).

(signature)

Sworn to before me this
10 day of June, 2025

Holly A Schult
Notary Public

HOLLY A SCHULT
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2438708
MY COMMISSION EXPIRES SEPT. 24, 2028

10. STATEMENT OF IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the Village from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the vendor submits the following certification:

[Please Check One]

- X By submission of this proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each vendor is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

- I am unable to certify that my name and the name of the vendor does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 7/10/25, 2025



Signature

Rick Hibell

Printed Name

Member

Title

Sworn to before me this
10 day of July, 2025



Notary Public

**HOLLY A SCHULT
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2438708
MY COMMISSION EXPIRES SEPT. 24, 2028**

11. STATEMENT OF SEXUAL HARASSMENT POLICY

Every written offer made to the Village/Town of Scarsdale must contain the following statement subscribed and affirmed by the offeror as true under penalties of perjury:

By the submission of this proposal, each vendor and each person signing on behalf of any vendor certifies, and in case of joint offer each party thereto certifies as to its own organization, under penalty of perjury, that the vendor has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all employees. Such policy, at a minimum, meets the requirement of Section 201-g of the New York Labor Law.

Signature: 

Print Name: Rick Hibell

Title: Member

Company Name: EZ Docks Unlimited d/b/a/ Playworld Park Solutions

Date: 7/10/25

12. CONFLICT OF INTEREST STATEMENT

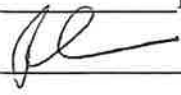
If the vendor is an individual, the proposal must be signed by that individual; if the vendor is a corporation, by an officer of the corporation, or other person authorized by resolution of the board of directors, and in such case a copy of the resolution must be attached. If a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the proposal or previously filed with the Purchasing Agent.

"The submission of this proposal constitutes a certification that no Village Officer or employee has any interest therein." (Note: In the event that any Village Official or employee has any such interest, the full nature thereof must be disclosed – affix pages as needed)

COMPANY/VENDOR NAME: EZ Docks Unlimited d/b/a/ Playworld Park Solutions

COMPANY/VENDOR ADDRESS: 550 Route 36 Belford, NJ 07718

TELEPHONE: 732-963-5011 EMAIL: h.hinterstein@playworldpark.com

AUTHORIZED SIGNATURE:  DATE: 7/10/25

14. DEBARMENT & RESPONSIBILITY CERTIFICATION

Has your company/firm, or any affiliate, been found to be non-responsible or debarred from any state or federal contract within the past five (5) years?

[Check One]

YES


NO

If "YES", please specify the contract, contract type, dollar amount, reason, and date of debarment or finding of non-responsibility.

Vendor Legal Name: _____EZ Docks Unlimited d/b/a/ Playworld Park Solutions_____

Business Name (if different): _____

Name of non-responsible or debarred entity (if different): _____



Signature

Rick Hibell

Name

Member

Title

7/10/25

Date

15. PROPOSAL FORM

(Please return this form, along with the other documents required by this RFP)

By submitting a proposal, the vendor hereby agrees to be bound by this Proposal Form and the provisions of this RFP.

All terms, conditions, and requirements as set forth in this RFP are acceptable as specified therein.
Yes. X No. _____

If "NO", please provide a detailed description and/or explanation of any deviation in your proposal from the specification detailed in this RFP with your response.

By submission of this proposal, each vendor, and each person signing on behalf of any vendor, hereby affirms under the penalty of perjury, that to the best of its knowledge and belief:

The proposal is made without any connection with any person making a proposal for the same purpose and is in all respects fair and without collusion or fraud and that no elected official or other officer or employee or person whose salary is payable in whole or in part by the Village of Scarsdale is directly or indirectly interested therein, or in any of the profits thereof.

As an authorized representative for the identified firm/company/ vendor, I accept all the terms and conditions identified in the RFP, except as identified.

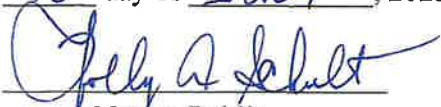
Vendor Legal Business Name: EZ Docks Unlimited d/b/a/ Playworld Park Solutions

Business Name (if different): _____

Authorized Contact Name/Title: Henry Hinterstein - Director

Phone Number: 732-963-5011 **Email:** h.hinterstein@playworldpark.com


Signature

Sworn to before me this 10 day of July , 2025

Notary Public

Date: 7/10/25

HOLLY A SCHULT
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2438708
MY COMMISSION EXPIRES SEPT. 24, 2028



CONTRACT EXTENSION

Contract Number: #010521-LTS

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc. (Vendor) 11515 Vanstory Drive, Huntersville, NC 28078 have entered into Contract #010521-LTS for the procurement of Playground and Water Play Equipment with Related Accessories and Services. The Contract has an expiration date of February 17, 2025, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of February 17, 2026. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell
DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/23/2023 | 10:52 AM CDT

PlayPower, Inc.
DocuSigned by:
W. Todd Brinker
By: B286C633F68749C...

W. Todd Brinker
Title:
Date: 9/25/2023 | 4:14 PM CDT



Aspen Park - Option 2
 Scarsdale, NY
 25-17085A

Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
<ul style="list-style-type: none"> Forest Green Beige Chartreuse 	<ul style="list-style-type: none"> Brownstone Green Graystone 	<ul style="list-style-type: none"> Beige-Gray Forest Green-Sand 	<ul style="list-style-type: none"> Brown
		ROPE <ul style="list-style-type: none"> Green 	SHADE <ul style="list-style-type: none"> Desert Sand



Aspen Park - Option 2
 Scarsdale, NY
 25-17085A

Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Forest Green	Brownstone	Beige-Gray	Brown
Beige	Green	Forest Green-Sand	
Chartreuse	Graystone		
		ROPE	SHADE
		Green	Desert Sand



Aspen Park - Option 2
 Scarsdale, NY
 25-17085A

Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
<ul style="list-style-type: none"> Forest Green Beige Chartreuse 	<ul style="list-style-type: none"> Brownstone Green Graystone 	<ul style="list-style-type: none"> Beige-Gray Forest Green-Sand 	<ul style="list-style-type: none"> Brown
		ROPE <ul style="list-style-type: none"> Green 	SHADE <ul style="list-style-type: none"> Desert Sand



Aspen Park - Option 2
 Scarsdale, NY
 25-17085A

Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
<ul style="list-style-type: none"> Forest Green Beige Chartreuse 	<ul style="list-style-type: none"> Brownstone Green Graystone 	<ul style="list-style-type: none"> Beige-Gray Forest Green-Sand 	<ul style="list-style-type: none"> Brown
		ROPE <ul style="list-style-type: none"> Green 	SHADE <ul style="list-style-type: none"> Desert Sand



Aspen Park - Option 2
 Scarsdale, NY
 25-17085A

Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Forest Green	Brownstone	Beige-Gray	Brown
Beige	Green	Forest Green-Sand	
Chartreuse	Graystone		
		ROPE	SHADE
		Green	Desert Sand



Aspen Park - Option 2
 Scarsdale, NY
 25-17085A

Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Forest Green	Brownstone	Beige-Gray	Brown
Beige	Green	Forest Green-Sand	
Chartreuse	Graystone		
		ROPE	SHADE
		Green	Desert Sand



Aspen Park - Option 2
 Scarsdale, NY
 25-17085A

Equipment Manufacturer



The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
<ul style="list-style-type: none"> Forest Green Beige Chartreuse 	<ul style="list-style-type: none"> Brownstone Green Graystone 	<ul style="list-style-type: none"> Beige-Gray Forest Green-Sand 	<ul style="list-style-type: none"> Brown
		ROPE <ul style="list-style-type: none"> Green 	SHADE <ul style="list-style-type: none"> Desert Sand



Aspen Park - Option 2
 Scarsdale, NY
 25-17085A

Equipment Manufacturer

 The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Forest Green	Brownstone	Beige-Gray	Brown
Beige	Green	Forest Green-Sand	
Chartreuse	Graystone		
		ROPE	SHADE
		Green	Desert Sand



Aspen Park - Option 2
 Scarsdale, NY
 25-17085A

Equipment Manufacturer

 The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Forest Green	Brownstone	Beige-Gray	Brown
Beige	Green	Forest Green-Sand	
Chartreuse	Graystone		
		ROPE	SHADE
		Green	Desert Sand



Aspen Park - Option 2
 Scarsdale, NY
 25-17085A

Equipment Manufacturer

 The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Forest Green	Brownstone	Beige-Gray	Brown
Beige	Green	Forest Green-Sand	
Chartreuse	Graystone		
		ROPE	SHADE
		Green	Desert Sand



Aspen Park - Option 2
 Scarsdale, NY
 25-17085A

Equipment Manufacturer



The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Forest Green	Brownstone	Beige-Gray	Brown
Beige	Green	Forest Green-Sand	
Chartreuse	Graystone		
		ROPE	SHADE
		Green	Desert Sand



Aspen Park - Option 2
 Scarsdale, NY
 25-17085A

Equipment Manufacturer



The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Forest Green	Brownstone	Beige-Gray	Brown
Beige	Green	Forest Green-Sand	
Chartreuse	Graystone		
		ROPE	SHADE
		Green	Desert Sand



Aspen Park - Option 2
 Scarsdale, NY
 25-17085A

Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Forest Green	Brownstone	Beige-Gray	Brown
Beige	Green	Forest Green-Sand	
Chartreuse	Graystone		
		ROPE	SHADE
		Green	Desert Sand



Playworld
1000 Buffalo Road
Lewisburg, PA
17837-9795 USA

EQUIPMENT SIZE:
24'10" X 36'6" X 19'5"
28'7" X 24'10" X 15'7"

USE ZONE:
SEE DWG.

AREA: **6,376 SQ. FT.** PERIMETER: **N/A**

FALL HEIGHT:
9 Ft. 4 In.

USER CAPACITY: **165+** AGE GROUP: **5-12**

✓ ASTM F1487-21
✓ CPSC #325



PROJECT NO:
25-17085A

SCALE:
NOT TO SCALE

DRAWN BY:
CHIP ZECHMAN

Paper Size

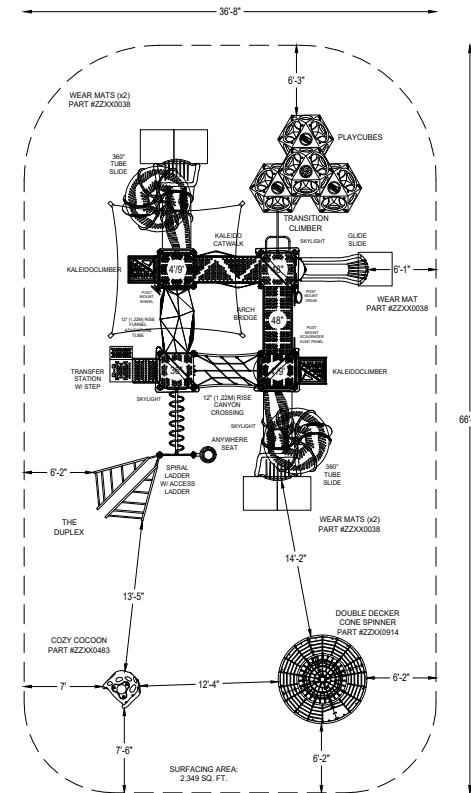
DATE:
17-JUL-25

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ASPEN PARK
SCARSDALE, NY

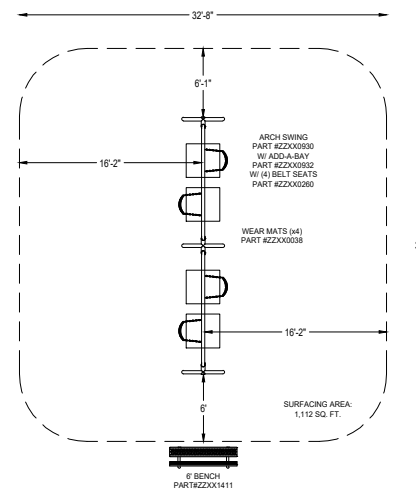
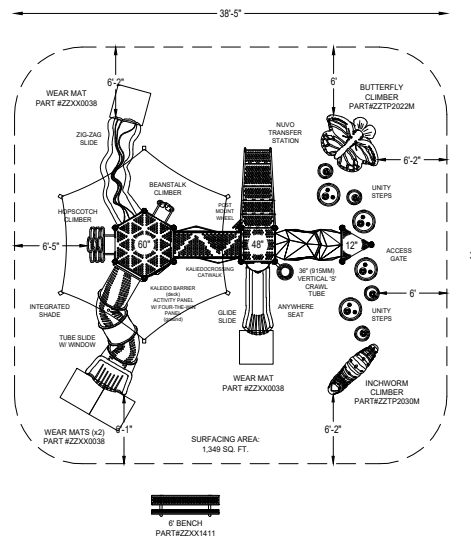
5-12 AREA

ADA SCHEDULE			
Total Elevated Play Activities:		18	
Total Ground-Level Play Activities:		7	
Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types	
Required	9	6	3
Provided	9	7	4

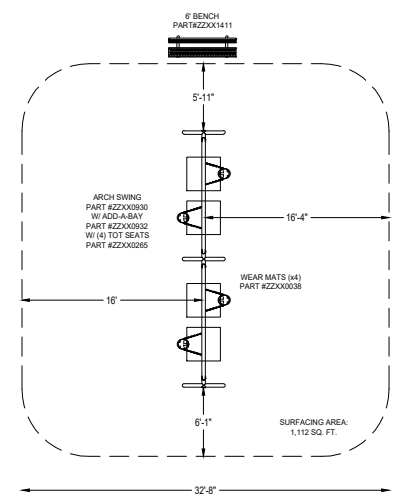
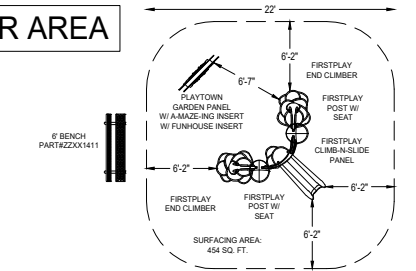


2-5 AREA

ADA SCHEDULE			
Total Elevated Play Activities:		9	
Total Ground-Level Play Activities:		11	
Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types	
Required	5	3	3
Provided	7	11	5



TODDLER AREA

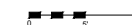


ADA SCHEDULE			
Total Elevated Play Activities:		0	
Total Ground-Level Play Activities:		4	
Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types	
Required	0	0	0
Provided	0	4	1

ADA SCHEDULE			
Total Elevated Play Activities:		0	
Total Ground-Level Play Activities:		5	
Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types	
Required	0	0	0
Provided	0	4	3

ADA SCHEDULE			
Total Elevated Play Activities:		0	
Total Ground-Level Play Activities:		4	
Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types	
Required	0	0	0
Provided	0	4	1

*PLAYGROUND SUPERVISION REQUIRED





Playworld
1000 Buffalo Road
Lewisburg, PA
17837-9795 USA

EQUIPMENT SIZE:
24'10" X 36'6" X 19'5"
28'7" X 24'10" X 15'7"

USE ZONE:
SEE DWG.

AREA: **6,376 SQ. FT.** PERIMETER: **N/A**

FALL HEIGHT:
9 Ft. 4 In.

USER CAPACITY: **165+** AGE GROUP: **5-12**

- ✓ ASTM F1487-21
- ✓ CPSC #325



PROJECT NO:
25-17085A

SCALE:
NOT TO SCALE

DRAWN BY:
CHIP ZECHMAN

Paper Size

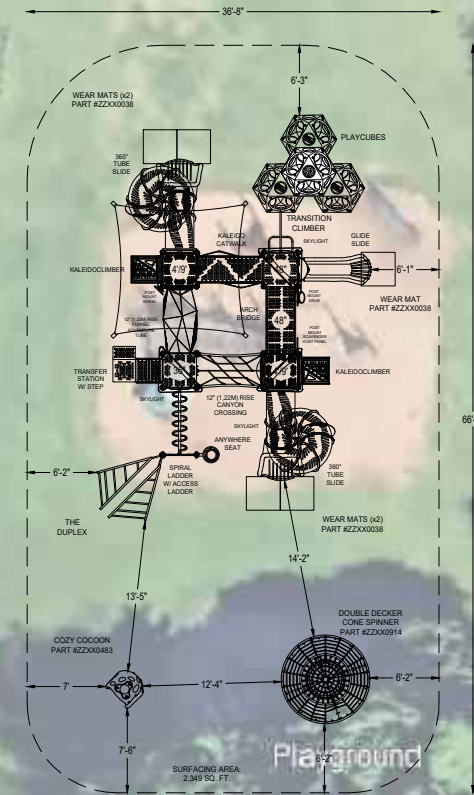
DATE:
17-JUL-25

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ASPEN PARK
SCARSDALE, NY

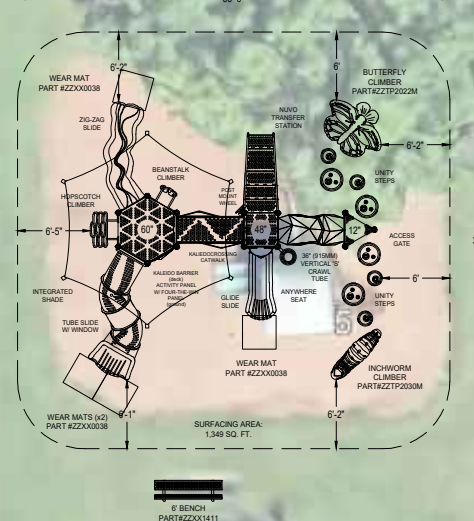
5-12 AREA

ADA SCHEDULE	Total Elevated Play Activities: 18		
	Total Ground-Level Play Activities: 7		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	9	6	3
Provided	9	7	4

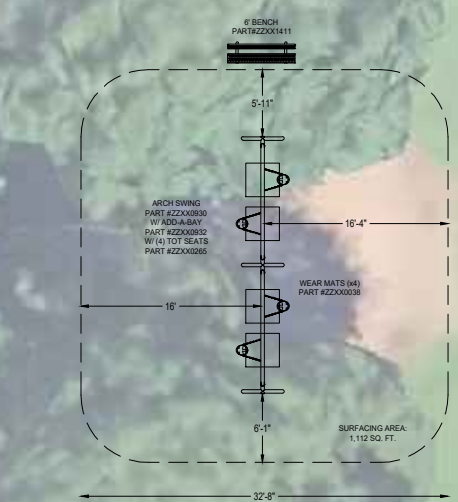
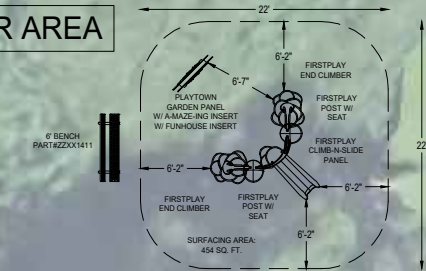


2-5 AREA

ADA SCHEDULE	Total Elevated Play Activities: 9		
	Total Ground-Level Play Activities: 11		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	5	3	3
Provided	7	11	5



TODDLER AREA



ADA SCHEDULE	Total Elevated Play Activities: 0		
	Total Ground-Level Play Activities: 4		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	0	0	0
Provided	0	4	1

ADA SCHEDULE	Total Elevated Play Activities: 0		
	Total Ground-Level Play Activities: 5		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	0	0	0
Provided	0	4	3

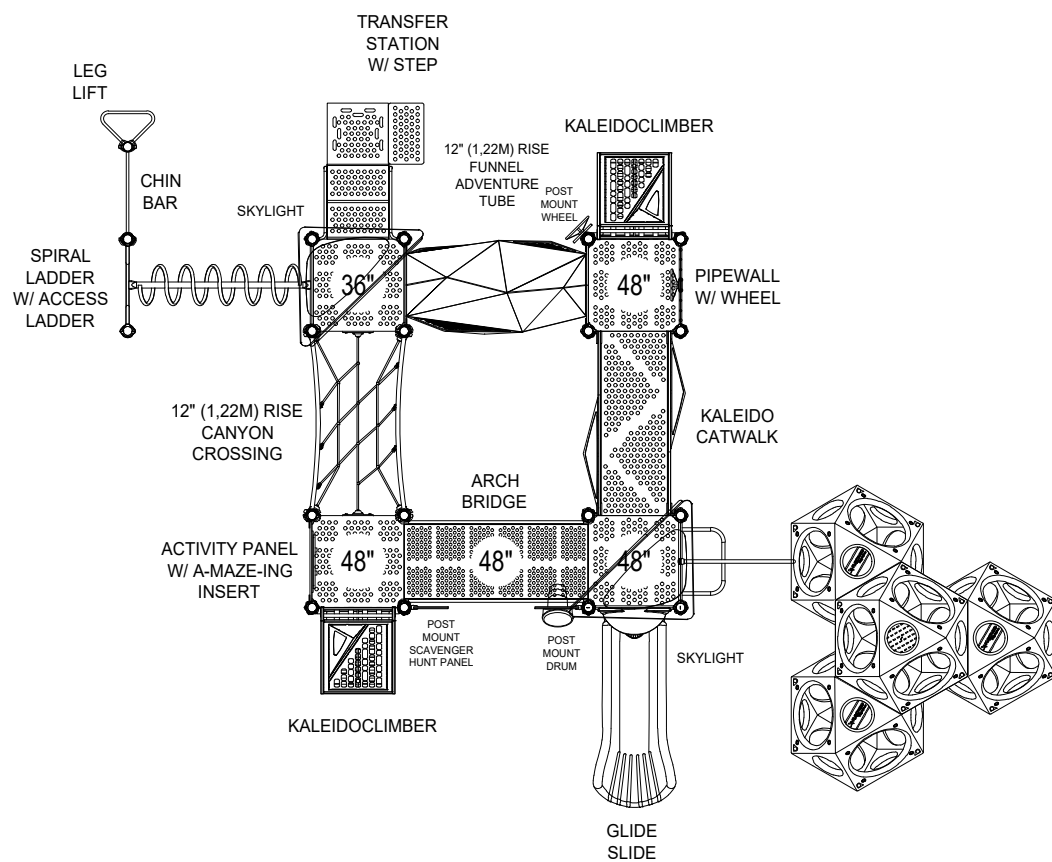
ADA SCHEDULE	Total Elevated Play Activities: 0		
	Total Ground-Level Play Activities: 4		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	0	0	0
Provided	0	4	1

*PLAYGROUND SUPERVISION REQUIRED

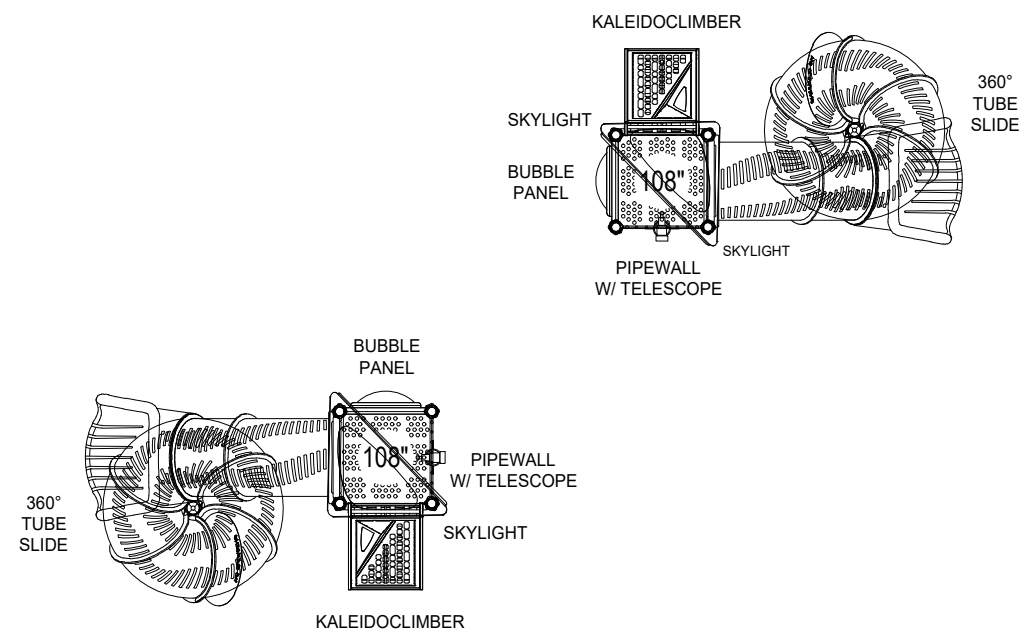
Playworld
 1000 Buffalo Road
 Lewisburg, PA
 17837-9795 USA

NOTES:

- 1) This tower detail is a diagram of the individual level layouts of the tower portion of your play structure, showing the detailed component layout of each level.
- 2) This tower detail is not to scale and is meant for reference purposes only. It should not be used in obtaining accurate measurements for any of the equipment shown unless otherwise noted on the drawing.
- 3) This design configuration is the property of this firm and Playworld Systems® and may not be reproduced or used in any manner without the expressed written consent of this firm and Playworld Systems®.



GROUND AND LOWER DECK LEVEL



9' (2,75M) DECK LEVELS

*PLAYGROUND SUPERVISION REQUIRED

TOWER DETAIL:
DETAIL A

PROJECT NO: 25-17085A	SCALE: NOT TO SCALE
DRAWN BY: CHIP ZECHMAN	Paper Size B
DATE: 17-JUL-25	

ASPEN PARK

Design Number: 25-17085A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
Posts			
1	ZZCH0007	3.5in OD x 100in STEEL POST W/ RIVETED CAP	3
2	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	4
3	ZZCH0038	3.5in OD x 148in STEEL POST W/ RIVETED CAP	4
4	ZZCH0076	3.5in OD x 200in STEEL POST W/RIVETED CAP	1
5	ZZCH0217	3.5in OD x 156in SWAGED STEEL POST	3
6	ZZCH0237	3.5in OD x 168in SWAGED STEEL POST	3
7	ZZCH0288	3.5in OD x 222in SWAGED STEEL POST	3
8	ZZCH0386	3.5in OD x 198in LARGE SHADE HAT POST (48in & 60in DECK)	6
9	ZZCH0388	3.5in OD x 246in LARGE SHADE HAT POST (96in & 108in DECK)	4
Decks & Kick Plates			
10	ZZCH0616	SQUARE COATED DECK ASSEMBLY	7
11	ZZCH0617	TRIANGULAR COATED DECK ASSEMBLY	1
12	zzCH0619	FULL HEX COATED DECK ASSEMBLY	1
13	ZZCH2805	ENTRY SUPPORT BRACKET	2
ADA Items			
14	ZZCH0684	NUVO- 48in TRANSFER STATION	1
15	ZZCH2007	TRANSFER STATION w/TALL GUARDRAILS (36in DECK)	1
16	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
Slides			
17	ZZCH3006	30in ROUND TUBE SLIDE ENTRANCE/EXIT	3
18	ZZCH3126	GLIDE SLIDE (48in DECK)	2
19	ZZCH3236	ZIGZAG SLIDE (60in DECK)	1
20	ZZUN3007	30in ROUND STRAIGHT TUBE SECTION	2
21	ZZUN3008	30in ROUND LEFT TUBE SECTION	13
22	ZZUN3009	30in ROUND RIGHT TUBE SECTION	1
23	ZZUN3036	ROUND TUBE SLIDE SUPPORT LEG 3ft	1
24	ZZUN3038	30in ROUND STRAIGHT TUBE SECTION W/ WINDOW	1
SkyTower Slides			
25	ZZUN3011	DO NOT CLIMB- SLIDE PANEL	2
26	ZZUN3475	CTR POST & SUPPORT ARMS FOR 9ft SPIRAL TUBE SLIDE	2
Activity Panels			
27	ZZCH4290	POST MOUNTED STEERING WHEEL	2
28	ZZCH4578	ANYWHERE SEAT	2
29	ZZCH4648	POST MOUNT SCAVENGER HUNT	1
30	ZZCH4671	CH PANEL FRAME- DECK LEVEL	1
31	ZZCH4672	CH PANEL FRAME- GROUND LEVEL	1
32	ZZUN4279	TELESCOPE PIPE WALL MOUNT (CH/EX)	2
33	ZZUN4299	STEERING WHEEL (CH/EX PIPE WALL MOUNT FOR 4in CENTERS)	1
34	ZZUN4673	A-MAZE-ING INSERT	2
35	ZZUN4675	FUNHOUSE INSERT	1
36	ZZUN4676	FOUR-THE-WIN INSERT	1
Crawl Tubes			



ASPEN PARK

Design Number: 25-17085A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
37	ZZCH5693	FUNNEL ADVENTURE TUBE 2.0	1
38	ZZCH5694	VERTICAL S ADVENTURE TUBE 2.0	1
		Barriers	
39	ZZCH4095	CENTERLINE PIPE WALL BARRIER	3
40	ZZCH4288	ACCESS GATE	2
41	ZZCH4374	KALEIDO BARRIER 47.4in TALL RIGHT	1
42	ZZCH4811	OVAL BUBBLE PANEL (DECK MOUNT)	2
		Climbers	
43	ZZCH6388	6ft CANYON CROSSING - 12in RISE	1
44	ZZCH6730	KALEIDOClimber	2
45	ZZCH8120	BEANSTALK CLIMBER (60in DECK)	1
46	ZZCH8270	HOPSCOTCH CLIMBER (60in DECK)	1
47	ZZCH8939	TRANSITION CLIMBER- CHALLENGER	1
48	ZZUN8727	PLAYCUBE- GROUND LEVEL	3
49	ZZUN8747	PLAYCUBES- ABOVE GROUND- 3 SIDED CONNECTION	1
		Ground Zer0 Climbers	
50	ZZCH9086	DUPLEX CLIMBER	1
		Overhead Events	
51	ZZCH5880	6ft HORIZONTAL SPIRAL LADDER	1
52	ZZCH5970	OVERHEAD EVENT ACCESS LADDER (36in DECK)	1
		Balance	
53	ZZUN7136	UNITY STEPPER - SMALL	4
54	ZZUN7137	UNITY STEPPER - MEDIUM	4
		Bridges	
55	ZZCH6381	KALEIDOCROSSING CATWALK	2
56	ZZCH6595	6ft ARCH BRIDGE	1
		Audible Activities	
57	ZZCH4649	POST MOUNT DRUM	1
		Roofs & Arches	
58	ZZCH4687	SKYLIGHT	3
59	ZZCH4714	17ft HEX HAT SHADE	1
60	ZZCH4716	12ft SQUARE HAT SHADE	1
		FirstPlay	
61	ZZFP4000	SUPPORT POST	2
62	ZZFP4002	CLIMB AND SLIDE PANEL	1
63	ZZFP4004	END CLIMBER	2
64	ZZFP4008	COMPONENT FOOTING	3
		Additional Tool & Maintenance Kits	
65	ZZUN1471	INSTALLER HARDWARE KIT	1
66	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1
67	ZZXX0678	LABEL KIT- COMPOSITE STRUCTURE - ASTM	1
68	ZZXXGNGUIC	GENERAL INSTALLERS GUIDE	1



ASPEN PARK

Design Number: 25-17085A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZTP2022M	1	BUTTERFLY CLIMBER	Certified	177.50			7,634	4	2.50	0.39	1
2	ZZTP2030M	1	INCHWORM CLIMBER	Certified	105.50			5,800	4	2.00	0.26	1
3	ZZXX0038	17	WEAR MAT (36in x 36in x 1.5in)	N/A	935.17			804	0	4.25	0.00	0
4	ZZXX0260	4	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	Certified	35.20			216	4	1.00	0.00	4
5	ZZXX0265	4	INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL	Certified	45.24			359	4	1.00	0.00	4
6	ZZXX0483	1	COZY COCOON - SPINNING	N/A	132.00			834	3	1.50	0.13	1
7	ZZXX0884	1	GARDEN SENSORY WALL FOR 2 INSERTS	N/A	156.90			474	8	1.50	0.12	5
8	ZZXX0914	1	CONE SPINNER DOUBLE DECKER	N/A	551.40			11,874	14	10.00	2.63	1
9	ZZXX0930	2	3.5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL	Certified	629.00			182	0	6.00	1.04	0
10	ZZXX0932	2	3.5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY	Certified	395.40			169	0	4.00	0.52	0
11	ZZXX1411	6	6ft BACKED MOUNTED BENCH (PVC SEAT/BK & PWDR COAT FRM)	N/A	509.34			950	0	9.00	0.96	0
12	ZZCH0007	3	3.5in OD x 100in STEEL POST W/ RIVETED CAP	Certified	94.83			133	0	3.00	0.38	0
13	ZZCH0028	4	3.5in OD x 136in STEEL POST W/ RIVETED CAP	Certified	174.04			234	0	4.00	0.50	0
14	ZZCH0038	4	3.5in OD x 148in STEEL POST W/ RIVETED CAP	Certified	188.44			253	0	4.00	0.50	0
15	ZZCH0076	1	3.5in OD x 200in STEEL POST W/RIVETED CAP	Certified	61.01			84	0	1.00	0.13	0
16	ZZCH0217	3	3.5in OD x 156in SWAGED STEEL POST	Certified	236.43			191	0	1.50	0.38	0
17	ZZCH0237	3	3.5in OD x 168in SWAGED STEEL POST	Certified	154.83			205	0	1.50	0.38	0
18	ZZCH0288	3	3.5in OD x 222in SWAGED STEEL POST	Certified	210.24			267	0	3.00	0.39	0
19	ZZCH0386	6	3.5in OD x 198in LARGE SHADE HAT POST (48in & 60in DECK)	Certified	639.00			443	0	6.00	0.00	0
20	ZZCH0388	4	3.5in OD x 246in LARGE SHADE HAT POST (96in & 108in DECK)	Certified	530.00			371	0	4.00	0.00	0



ASPEN PARK

Design Number: 25-17085A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
21	ZZCH0616	7	SQUARE COATED DECK ASSEMBLY	Certified	384.02			1,217	21	7.00	0.00	0
22	ZZCH0617	1	TRIANGULAR COATED DECK ASSEMBLY	Certified	29.90			120	2	1.00	0.00	0
23	zzCH0619	1	FULL HEX COATED DECK ASSEMBLY	Certified	151.26			444	6	1.50	0.00	0
24	ZZCH2805	2	ENTRY SUPPORT BRACKET	Certified	24.88			115	0	1.00	0.00	0
25	ZZCH0684	1	NUVO- 48in TRANSFER STATION	Certified	341.94			418	3	4.00	0.12	0
26	ZZCH2007	1	TRANSFER STATION w/TALL GUARDRAILS (36in DECK)	Certified	144.90			310	2	2.00	0.09	0
27	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83			72	1	1.00	0.04	0
28	ZZCH3006	3	30in ROUND TUBE SLIDE ENTRANCE/EXIT	Certified	459.60			2,541	6	6.00	0.09	3
29	ZZCH3126	2	GLIDE SLIDE (48in DECK)	Certified	239.46			983	4	3.00	0.06	2
30	ZZCH3236	1	ZIGZAG SLIDE (60in DECK)	Certified	153.73			679	2	2.00	0.03	1
31	ZZUN3007	2	30in ROUND STRAIGHT TUBE SECTION	Certified	52.04			362	0	0.50	0.00	0
32	ZZUN3008	13	30in ROUND LEFT TUBE SECTION	Certified	338.26			2,354	0	3.25	0.00	0
33	ZZUN3009	1	30in ROUND RIGHT TUBE SECTION	Certified	26.02			181	0	0.25	0.00	0
34	ZZUN3036	1	ROUND TUBE SLIDE SUPPORT LEG 3ft	Certified	15.40			44	0	0.00	0.00	0
35	ZZUN3038	1	30in ROUND STRAIGHT TUBE SECTION W/ WINDOW	Certified	32.33			578	0	0.25	0.00	0
36	ZZUN3011	2	DO NOT CLIMB- SLIDE PANEL	Certified	75.40			88	0	0.00	0.00	0
37	ZZUN3475	2	CTR POST & SUPPORT ARMS FOR 9ft SPIRAL TUBE SLIDE	N/A				690				
38	ZZCH4290	2	POST MOUNTED STEERING WHEEL	Certified	15.66			87	2	0.50	0.00	2
39	ZZCH4578	2	ANYWHERE SEAT	Certified	62.20			179	2	0.50	0.00	2
40	ZZCH4648	1	POST MOUNT SCAVENGER HUNT	Certified	15.86			264	3	2.00	0.00	1
41	ZZCH4671	1	CH PANEL FRAME- DECK LEVEL	Certified	32.87			163	0	1.00	0.00	0
42	ZZCH4672	1	CH PANEL FRAME- GROUND LEVEL	Certified	32.14			191	0	1.00	0.00	0
43	ZZUN4279	2	TELESCOPE PIPE WALL MOUNT (CH/EX)	Certified	24.46			121	2	1.00	0.00	2
44	ZZUN4299	1	STEERING WHEEL (CH/EX PIPE WALL MOUNT FOR 4in CENTERS)	Certified	5.29			27	1	0.25	0.00	1
45	ZZUN4673	2	A-MAZE-ING INSERT	Certified	29.02			395	4	0.50	0.00	2



ASPEN PARK

Design Number: 25-17085A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
46	ZZUN4675	1	FUNHOUSE INSERT	Certified	18.83			279	2	0.25	0.00	1
47	ZZUN4676	1	FOUR-THE-WIN INSERT	Certified	15.08			278	2	0.25	0.00	1
48	ZZCH5693	1	FUNNEL ADVENTURE TUBE 2.0	Certified	155.40			884	0	2.00	0.00	0
49	ZZCH5694	1	VERTICAL S ADVENTURE TUBE 2.0	Certified	136.60			740	0	3.00	0.00	0
50	ZZCH4095	3	CENTERLINE PIPE WALL BARRIER	Certified	86.22			212	0	1.50	0.00	0
51	ZZCH4288	2	ACCESS GATE	Certified	34.68			131	0	1.00	0.00	0
52	ZZCH4374	1	KALEIDO BARRIER 47.4in TALL RIGHT	Certified	43.70			240	0	1.00	0.00	0
53	ZZCH4811	2	OVAL BUBBLE PANEL (DECK MOUNT)	Certified	66.78			486	0	2.00	0.00	0
54	ZZCH6388	1	6ft CANYON CROSSING - 12in RISE	Certified	81.01			774	2	3.00	0.00	1
55	ZZCH6730	2	KALEIDOClimber	Certified	579.60			2,410	4	4.00	0.00	2
56	ZZCH8120	1	BEANSTALK CLIMBER (60in DECK)	Certified	85.31			374	2	1.50	0.03	1
57	ZZCH8270	1	HOPSCOTCH CLIMBER (60in DECK)	Certified	77.90			154	2	2.00	0.06	1
58	ZZCH8939	1	TRANSITION CLIMBER- CHALLENGER	Certified	55.14			214	2	2.50	0.00	1
59	ZZUN8727	3	PLAYCUBE- GROUND LEVEL	Certified	454.86			1,287	12	4.50	0.36	3
60	ZZUN8747	1	PLAYCUBES- ABOVE GROUND- 3 SIDED CONNECTION	Certified	99.58			375	3	1.50	0.00	1
61	ZZCH9086	1	DUPLEX CLIMBER	Certified	213.47			372	4	3.50	0.18	1
62	ZZCH5880	1	6ft HORIZONTAL SPIRAL LADDER	Certified	63.32			151	2	1.00	0.00	1
63	ZZCH5970	1	OVERHEAD EVENT ACCESS LADDER (36in DECK)	Certified	25.12			71	1	1.50	0.06	0
64	ZZUN7136	4	UNITY STEPPER - SMALL	Certified	119.88			276	4	4.00	0.52	4
65	ZZUN7137	4	UNITY STEPPER - MEDIUM	Certified	218.84			580	4	4.00	0.52	4
66	ZZCH6381	2	KALEIDOCROSSING CATWALK	Certified	579.80			3,932	6	4.00	0.00	2
67	ZZCH6595	1	6ft ARCH BRIDGE	Certified	183.35			415	2	1.50	0.00	1
68	ZZCH4649	1	POST MOUNT DRUM	Certified	12.78			167	1	0.50	0.00	1
69	ZZCH4687	3	SKYLIGHT	Certified	261.60			2,017	0	4.50	0.00	0
70	ZZCH4714	1	17ft HEX HAT SHADE	Certified	627.90			2,107	0	10.00	0.13	0
71	ZZCH4716	1	12ft SQUARE HAT SHADE	Certified	415.00			1,685	0	10.00	0.13	0



ASPEN PARK

Design Number: 25-17085A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
72	ZZFP4000	2	SUPPORT POST	Certified	34.72			369	2	1.00	0.00	2
73	ZZFP4002	1	CLIMB AND SLIDE PANEL	Certified	65.02			423	2	0.50	0.00	1
74	ZZFP4004	2	END CLIMBER	Certified	69.22			412	4	1.00	0.00	2
75	ZZFP4008	3	COMPONENT FOOTING	Certified	37.77			48	0	2.25	0.36	0
76	ZZUN1471	1	INSTALLER HARDWARE KIT	N/A	3.90			57	0	0.00	0.00	0
77	ZZUN9930	1	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	N/A				90				
78	ZZXX0678	1	LABEL KIT- COMPOSITE STRUCTURE - ASTM	N/A	0.04			TBD	0	0.08	0.00	0
79	ZZXXGNGUIC	1	GENERAL INSTALLERS GUIDE	N/A				1				
Totals:					13,606.36	1,872	4,424	66,108	165	189.58	11.47	64
					5,122.86 Kg	842 Kg	1,991 Kg	66 Metric Tons			8.72 m3	



ASPEN PARK

Design Number: 25-17085A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
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ASTM F1487

The lay-out for this custom playscape, design number 25-17085A, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.





Solicitation Number: RFP #010521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor’s acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity’s requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity’s order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract 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 vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor 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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Contract or other insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 the Canadian 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 Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **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 or 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 Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

E. 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. 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. Vendor 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.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor 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.

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

L. 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.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

PlayPower, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

DocuSigned by:
W. Todd Brinker
B286C633F68749C...
By: _____
W. Todd Brinker
Title: Senior Vice President Global Sales &
Marketing Outdoor Play

Date: 2/15/2021 | 10:36 PM CST

Date: 2/15/2021 | 2:23 PM CST

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO

Date: 2/15/2021 | 10:46 PM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: PlayPower
Address: 11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
Contact: Christine Stepp
Email: christine.stepp@playpower.com
Phone: 570-259-5466
HST#: 431681424

Submission Details

Created On: Tuesday November 17, 2020 12:27:42
Submitted On: Tuesday January 05, 2021 16:13:14
Submitted By: Christine Stepp
Email: christine.stepp@playpower.com
Transaction #: 21ef8062-9c3f-45fb-8ccb-e615e3baf910
Submitter's IP Address: 149.20.204.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	PlayPower, Inc.
2	Proposer Address:	11515 Vanstory Drive #100, Huntersville, NC 28078
3	Proposer website address:	www.PlayPower.com
4	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 and, in the event of award, will be expected to execute the resulting contract):	W. Todd Brinker Senior Vice President, Global Sales & Marketing Outdoor Play 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 704-576-7928
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Stepp Sales, Marketing and Contract Administrator 1000 Buffalo Road, Lewisburg, PA 17837 570-522-5441
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Bill Wilhite – EZ Dock Phone: 417 -737-2110 Email: Bill.Wilhite@playpower.com</p> <p>Brett Kidd - Little Tikes Commercial Phone: 678-432-0077 Cell: 573-701-2236 Email: Brett.Kidd@playpower.com</p> <p>Mike Sutton – Miracle Recreation Phone: 724-458-4986 Cell: 715-922-8707 Email: Mike.Sutton@playpower.com</p> <p>Jennifer Smith Phone: 225-907-4749 Cell: 225-424-8843 Email: Jennifer@nofault.com</p> <p>David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com</p> <p>Christine Stepp – PlayPower Phone: 527-259-5466 Email: Christine.Stepp@playpower.com</p> <p>Brock Hodge - Soft Play Phone: 704-948-3430 Mobile:704-904-4067 Email: Brock.Hodge@playpower.com</p> <p>Kevin Spence – USA Shade Phone: 214-269-4112 Mobile: 214-587-9397 Email: kevin.spence@USA-Shade.com</p> <p>Dan Sullivan – Wabash Valley Phone: 813-760-0382 Email: daniel.sullivan@playpower.com</p>

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>PlayPower, Inc. is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal water craft, innovative surfacing products and indoor contained play structures. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland and Scotland. PlayPower's VISION is to be the leader in creating legendary play and recreation experiences around the world. PlayPower's MISSION is to design and manufacture fun and safe play and recreation equipment for all ages and abilities. We will be recognized as the leader for inspiring and creating innovative products and providing superior customer service. We will leverage our brands globally to the benefit of those who use our products and to our customers, employees, and shareholders. PlayPower VALUES honesty and integrity, respect and caring for others, openness and collaboration, individual and team accountability, passion and purpose. PlayPower began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include:</p> <ul style="list-style-type: none"> o Miracle Recreation Equipment Company o Little Tikes Commercial o Playworld o Wabash Valley o EZ Dock o USA Shade & Fabric Structures o Soft Play o Playtime o No Fault o Tayplay o HAPS (international only) <p>PlayPower's companies are leaders in the markets in which they serve and in combination, have HUNDREDS of years of experience bringing play and recreation to life.</p>
8	What are your company's expectations in the event of an award?	<ul style="list-style-type: none"> • We will launch our contract heavily by targeting Sourcewell members with all of our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault • We will continue to lead Sourcewell as our North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows • Our expectation, with having multiple brands in our portfolio, and as a turnkey solution, PlayPower's Sourcewell contract sales would exceed \$100M over the term of the contract.
9	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.	Please refer to the PlayPower Holdings Inc. and Subsidiaries 2019 Final pdf attached to this response.
10	What is your US market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's Outdoor Playground equipment market share is approximately 33.0% in the United States.
11	What is your Canadian market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's market share is 26.0% in Canada.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</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>PlayPower, Inc. Is a manufacturer of Recreation and Playground Equipment, Accessories and Supplies. PlayPower Inc., with a few exceptions of direct sales representatives, operates with independent representatives/dealers that cover all areas of North America and Internationally. All representatives, as contractually responsible, sell, deliver and coordinate installation of all products proposed within this RFP. In addition, PlayPower's installers are factory certified to repair and service PlayPower's recreation and playground equipment, accessories, and supplies.</p>
14	<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>PlayPower is licensed to sell in all 50 states, 10 provinces and globally. We are committed to provide Sourcewell and their members a safe, enjoyable, positive environment to play and grow. Our commitment to provide such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines, we also actively participate in ASTM and CPSC development, and are active members of IPEMA. Our employees, sales representatives, distributors, dealers and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. They have the knowledge and experience to provide positive recreation and play environments that offer challenge and maximum play value for children of all ages and abilities.</p> <p>In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logos in all of PlayPower's outdoor brand catalogs signifies PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's web site to confirm product certification.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																																																				
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • PlayForm 7 – Playworld – 2016 IDEA Silver Award. Recognized by Architect's newspaper best products of 2016 award • PlayCubes – Playworld – Winner of Architectural Records 2016 Product of the Year • The Chicago Athenaeum: Museum of Architecture and Design awarded Playworld with The Good Design Award for PlayCubes, published in the Good Design Yearbook for 2019-2020. • NRPA Best Booth – Miracle - 2018 																																																				
17	What percentage of your sales are to the governmental sector in the past three years	PlayPower percentage of sales to the government sector as follows: 2020 - 62% 2019 - 66% 2018 - 71%																																																				
18	What percentage of your sales are to the education sector in the past three years	PlayPower percentage of sales to the education sector are as follows: 2020 - 29% 2019 - 25% 2018 - 22%																																																				
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table border="1"> <thead> <tr> <th></th> <th>2018</th> <th>2019</th> <th>2020</th> </tr> </thead> <tbody> <tr> <td>CMAS</td> <td>\$429,901.58</td> <td>-</td> <td>-</td> </tr> <tr> <td>COA</td> <td>-</td> <td>\$205,565.74</td> <td>\$55,895.35</td> </tr> <tr> <td>COSTARS</td> <td>\$102,812.68</td> <td>\$376,404.54</td> <td>\$351,116.88</td> </tr> <tr> <td>DE USAGE</td> <td>\$5,690.00</td> <td>\$17,322.82</td> <td>\$10,690.00</td> </tr> <tr> <td>NJ STATE</td> <td>\$295,687.34</td> <td>\$442,753.06</td> <td>\$239,850.35</td> </tr> <tr> <td>PREP</td> <td>-</td> <td>\$237,565.00</td> <td>\$561,812.00</td> </tr> <tr> <td>SOURCEWEL</td> <td>\$38,840,671.82</td> <td>\$29,092,389.51</td> <td>\$26,043,818.71</td> </tr> <tr> <td>HGAC</td> <td>\$1,192,953</td> <td>\$236,858</td> <td>\$87,436</td> </tr> <tr> <td>NASPO</td> <td>\$2,256,692</td> <td>\$946,192</td> <td></td> </tr> <tr> <td>\$288,288</td> <td></td> <td></td> <td></td> </tr> <tr> <td>KPN</td> <td>\$212,068</td> <td>\$15,496</td> <td></td> </tr> <tr> <td>\$2,703</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		2018	2019	2020	CMAS	\$429,901.58	-	-	COA	-	\$205,565.74	\$55,895.35	COSTARS	\$102,812.68	\$376,404.54	\$351,116.88	DE USAGE	\$5,690.00	\$17,322.82	\$10,690.00	NJ STATE	\$295,687.34	\$442,753.06	\$239,850.35	PREP	-	\$237,565.00	\$561,812.00	SOURCEWEL	\$38,840,671.82	\$29,092,389.51	\$26,043,818.71	HGAC	\$1,192,953	\$236,858	\$87,436	NASPO	\$2,256,692	\$946,192		\$288,288				KPN	\$212,068	\$15,496		\$2,703			
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20	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?	<table border="1"> <thead> <tr> <th></th> <th>2019</th> <th>2018</th> <th>2017</th> </tr> </thead> <tbody> <tr> <td>GS-03F-072GA</td> <td>Miracle Recreation</td> <td>\$14,061</td> <td>\$94,426</td> <td>\$157,563</td> </tr> <tr> <td>GS-03F-055AA</td> <td>Little Tikes Commercial</td> <td>\$41,812</td> <td>\$12,788</td> <td>\$74,698</td> </tr> <tr> <td>GS-03F-0071T</td> <td>Playworld</td> <td>\$8,680</td> <td>\$78,008</td> <td>\$84,356</td> </tr> <tr> <td>GS-03F-0001U</td> <td>USA Shade</td> <td>\$75,248</td> <td>\$183,919</td> <td></td> </tr> <tr> <td>\$246,227</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		2019	2018	2017	GS-03F-072GA	Miracle Recreation	\$14,061	\$94,426	\$157,563	GS-03F-055AA	Little Tikes Commercial	\$41,812	\$12,788	\$74,698	GS-03F-0071T	Playworld	\$8,680	\$78,008	\$84,356	GS-03F-0001U	USA Shade	\$75,248	\$183,919		\$246,227																											
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Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Saugus Union School District	Lori Rubenstein – Director of Project Maintenance	661-294-5300 (ext. 5154)
Houston County BOE	Bill Dollar – Director of Maintenance	478-447-9301
Northside ISD	Linda Seewald – Coordinator Physical Education and Health	210-397-8630

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
ABC Unified School District School	Education	California - CA	Surfacing	\$580,000	\$580,000
Northside ISD	Education	Texas - TX	Playground Equipment	\$25,000	\$1,200,000
Fulton County School District	Education	Georgia - GA	Playground Equipment	\$16,666	\$1,200,000
MS/FEMA CDC Grant	Government	Mississippi - MS	Playground Equipment	\$15,833	\$3,800,000
NASA	Government	Florida - FL	Indoor Play Equipment	\$2,200,000	#2,300,000

Table 6: Ability to Sell and Deliver Service

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 *
23	Sales force.	PlayPower's 700+ professional sales representatives/distributors/dealers are eager to provide service to Sourcewell members. Our large portfolio and sales network provides a significant advantage for Sourcewell members in being able to find almost all of their recreation and playground needs with PlayPower.
24	Dealer network or other distribution methods.	The majority of PlayPower's representatives, dealers and distributors are independent agencies, with a few exceptions where territories are covered with direct employees.
25	Service force.	All representatives, distributors, dealers and installers are factory trained and certified to either sell and/or service our products. Included is a listing of our comprehensive global list of representatives for each brand.
26	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>All inquiries regarding Customer service, warranty and repair of PlayPower recreation and playground equipment and accessories should be coordinated with our independent representative network. In addition, Sourcewell members can contact each PlayPower division directly.</p> <ul style="list-style-type: none"> • Little Tikes - Claims can be submitted via email to lrc_customer_care@playpower.com where they are reviewed by our Technical Support Team. Customers can also call 800- 497-5246 and our Customer Service team will be happy to assist during normal business hours (7:00 to 5:00 CST). After hours or on weekends our 24-hour Customer Service Hotline is available by calling 866-LTC-4FUN (866-582-4386) • Miracle - Technical support line (888) 458-2752 seven days a week, 24 hours a day • Playworld –Technical support line (800) 233-8404 is available 24/7 but all calls will be handled during normal business hours 8:00am to 4:30pm EST. We have info@playworld.com for requests and we also have online chat available 8:00am-4:30pm EST on our website. • Wabash Valley – Technical support line (800) 253-8619 during the business hours of 8:00 to 5:00 EST M-F • USA Shade – Technical support line (800) 966-5005 during the business hours of 8:00 to 5:00 CST M-F • EZ Dock -(800) 654-8168, our Technical Support and Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • Soft Play- (800) 782-7529 Ext. 3429, any of our Technical Support or Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • No Fault - Main Office 1-800-232-7766 M-F during normal business hours of 8:00am-5:00pm
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in all 50 US states.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in the 10 provinces of Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PlayPower covers ALL geographic areas of the United States and Canada.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PlayPower serves all participating entity sectors and does not have any limitations to do so.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract restrictions that would apply to members in Hawaii, Alaska and in the US territories.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>General Marketing Program Strategy: The marketing plan objective is to increase the sales closure rate of SOURCEWELL projects by providing high-quality leads and effective sales tools to our sales representatives. We will promote the program nationally, including a multi-program approach that overlays with our current marketing strategy and plans. Details of those programs are as follows:</p> <p>Catalogs/Brochures</p> <ul style="list-style-type: none"> • SOURCEWELL Brochures • We have created brochures (one per brand) detailing the benefits of our SOURCEWELL contract that is utilized during sales presentations and trade shows. • Full Line Catalogs • Our full line product catalog is produced and distributed annually and is available in January. • We include information regarding the SOURCEWELL program within the catalogs. <p>Websites:</p> <ul style="list-style-type: none"> • Features SOURCEWELL in our partner and funding pages on each of our brand websites • https://www.miracle-recreation.com/planning/our-partners/sourcewell/ • https://littletikescommercial.com/sourcewell/ • https://playworld.com/sourcewell • https://www.softplay.com/capabilities/njpa/ • https://www.ez-dock.com/resources/njpa/ <p>Email/PR:</p> <ul style="list-style-type: none"> • Email Campaigns <ul style="list-style-type: none"> • SOURCEWELL will be featured in email campaigns to those individuals that have opted-in to that brand e-communications. <p>Social:</p> <ul style="list-style-type: none"> • Social Media Campaigns <ul style="list-style-type: none"> • Posts on various social platforms, including Facebook and LinkedIn, per brand <p>Trade Shows</p> <ul style="list-style-type: none"> • We have a trade show plan in place and shall include representation of the program at each trade show including product brochures. • The 3 outdoor play brands have large booths at the annual NRPA & ASLA tradeshow. <p>Sales Tools/Training</p> <ul style="list-style-type: none"> • PowerPoint sales presentation was created to discuss selling features and benefits of our Sourcewell contract for PlayPower's representatives. • Regular email newsletter to PlayPower sales representatives from sales VPs, promoting the Sourcewell contract and our sales tools for promoting our Sourcewell contract. • Sales representative communication portal provides training/sales tools/resources for our sales representatives to help promote our Sourcewell contract, programs and services. <p>Examples of our marketing materials as they relate to SOURCEWELL are included separately in the PowerPoint which has been included with this RFP submittal.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our current marketing strategy includes programs to promote our Sourcewell contract, products and services through multiple digital media channels including:</p> <ul style="list-style-type: none"> • Brand websites, on partner and funding pages • Email marketing campaigns • Social media, including Facebook and LinkedIn
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We would expect Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its members. We would expect on rare occasions, a representative of Sourcewell to potentially help with customer calls & visits when needed, and also to attend our annual sales meetings for our outdoor equipment brands. In understanding of this, PlayPower Inc. understands that the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our websites and direct-to-customer marketing through our vast network of representatives.</p> <p>PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all of our rep partners/distributors/dealers, catalogs and digital marketing. Our commitment and message to Sourcewell and its members will always remain clear and constant: we are 100% committed to Sourcewell from our executive level through our rep network.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Products and services are not available through an e-procurement ordering process. Playgrounds and recreation related products are often very custom driven project by project. Because of this, an e-procurement solution is not feasible with PlayPower's offering of products and services.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	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.	PlayPower is committed to providing safe, reliable products. There is not a need to train Sourcewell members since all of our representatives, dealers, distributors and installers go through extensive product training. Sourcewell members have been invited to visit our factories, however formal training is not required.
37	Describe any technological advances that your proposed products or services offer.	<p>Pride in Engineering and Design: Whatever Sourcewell members' level of recreation and/or playground expertise is, PlayPower will provide as much help as needed. Members can virtually design their own playground equipment, or our network of design consultants will assist every step of the way. Our advanced computer-assisted design (CAD) capabilities provide customers with the most versatile, accurate commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Direct electronic access to accurate, up-to-date product information is available to all PlayPower personnel, which includes PlayPower sales representatives, who can do on-the-spot CAD designs for customers. The design(s) then transmits to our internal system for production. Our consultants have access to all product documentation at all times and can produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design. They can also send information to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes.</p> <p>Quality Products, Manufacturing, and Installation: PlayPower's commercial playground equipment, play structures, dock systems etc. are manufactured utilizing proven processes that have been honed over our over combined 200+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to:</p> <ul style="list-style-type: none"> • Powder-coating paint system • Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs • Rotational molding machines, including the largest in the industry– which provide the capacity for more innovative and fun products • Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycled process with minimal waste. • Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs • MIG/TIG weld stations • Robotic welding • Fiberglass fabrication • Custom manufacturing – one of only a few playground manufacturers in the world to offer this • In-house CAD design team to help create your dream playground • All PlayPower representatives and installers are factory trained and certified • PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell members • PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc. <p>Materials and Innovation: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are:</p> <ul style="list-style-type: none"> • Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant. • GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands. • Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements. • Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors. • Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers. • Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual

look and feel of real rocks, trees and stumps. This product is unlike any other.

- Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
- EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
- EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness. Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.
- NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
- PlayArmor™ is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It was created by biochemists and has been registered for use by the US Environmental Protection Agency (EPA). We are currently working and expect to have EPA approval on having PlayArmor approved in each of the 50 US states and similar approvals in all provinces in Canada.

Product Testing & Conformance:

PlayPower has developed and maintained one the most strenuous product testing programs in the industry. Product safety starts before the concept phase of the development process. Our staff plays a very active role in the development and maintenance of safety and performance guidelines and standards, not only here in the U.S., but also internationally. Injury trends and market changes are tracked and we proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We test for safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirement of various standards and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. All moving and selected stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We also participate in the IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program which is a 3rd party validation process of our ASTM required testing. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components.

- PlayPower has the most diversified line of products & services in the industry with well over 300 combined years of business experience.
- PlayPower is the world's largest fully integrated manufacturer of commercial playground equipment and recreation equipment accessories and supplies.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Environmentally friendly playgrounds aren't a passing fad, they're here for good. Playing is serious business, especially when you consider that playtime helps promote creativity, problem-solving, ability and intellectual development. That's precisely why we pay extra-special attention to our playgrounds and site furnishings. Simple design changes go a long way towards improving how children play, learn and interact with nature. PlayPower creates playgrounds that are fantastic for your budget, Mother Nature, and most importantly, the kids. We recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Imagine piles of crumpled steel and truckloads of aluminum cans transformed into state-of-the-art playground equipment. That's essentially what happens when PlayPower puts recycling to work. We produce our playground equipment using as much recycled and recyclable material as we can use, while still maintaining the safety, durability and structural integrity you have come to expect from PlayPower. PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, and are made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's playground equipment is produced from at least 50% recyclable materials.</p> <ul style="list-style-type: none"> • PlayPower meets ISO 9001, ISO 14001 Standards • Other environmental initiatives: <ul style="list-style-type: none"> • All packing and shipping materials are 100% recyclable. • Recycling 95%+ of our waste. • Many of our raw materials contain 25% to 100% recycled content. • Reduced energy usage through conservation and lean manufacturing implementation. • Audits material content and operations for safety and environmental concerns 																																							
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower meets ISO 9001, ISO 14001 Standards																																							
40	Describe 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 of certification (as applicable) in the document upload section of your response.	<p>While the majority of our representative agencies are classified as Small Businesses, we have created a list, below, to showcase our WMBE and VOSB agencies:</p> <table border="0"> <tr> <td>Happy Playgrounds</td> <td>WBE</td> <td>AR, OK</td> </tr> <tr> <td>Imagine Nation</td> <td>WBE</td> <td>IL</td> </tr> <tr> <td>Jefcoat Recreation</td> <td>WBE</td> <td>MS</td> </tr> <tr> <td>Metro Recreation</td> <td>VOSB</td> <td>MD, WV</td> </tr> <tr> <td>Miracle of KY & TN</td> <td>WBE</td> <td>KY, TN</td> </tr> <tr> <td>Playworx</td> <td>VOSB</td> <td>FL, GA</td> </tr> <tr> <td>Recreation Plus</td> <td>DBE, SBE, WMBE</td> <td>CO, WY</td> </tr> <tr> <td>Site Specifics</td> <td>WBE</td> <td>MA</td> </tr> <tr> <td>Hahn Enterprises</td> <td>WMBE</td> <td>LA, AR</td> </tr> <tr> <td>MTS Recreation</td> <td>WBE</td> <td>VA</td> </tr> <tr> <td>Pelican Playground</td> <td>WMBE</td> <td>LA, MS</td> </tr> <tr> <td>Hasley Recreation</td> <td>WBE</td> <td>AI, GA</td> </tr> <tr> <td>Miller Recreation</td> <td>VOSB</td> <td>C. FL</td> </tr> </table>	Happy Playgrounds	WBE	AR, OK	Imagine Nation	WBE	IL	Jefcoat Recreation	WBE	MS	Metro Recreation	VOSB	MD, WV	Miracle of KY & TN	WBE	KY, TN	Playworx	VOSB	FL, GA	Recreation Plus	DBE, SBE, WMBE	CO, WY	Site Specifics	WBE	MA	Hahn Enterprises	WMBE	LA, AR	MTS Recreation	WBE	VA	Pelican Playground	WMBE	LA, MS	Hasley Recreation	WBE	AI, GA	Miller Recreation	VOSB	C. FL
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<p>41</p>	<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>	<ul style="list-style-type: none"> • PlayPower has a large, 700+ group of professional sales representatives/distributors/dealers to provide service to Sourcewell members. No one else in the industry even comes close to this! This provides a significant advantage for Sourcewell members in being able to find all of their recreation and playground equipment needs in one place with PlayPower. <ul style="list-style-type: none"> • PlayCreator - Proprietary Software with Safety & ADA Accessibility in mind • PlayCreator, our proprietary playground design, rules-based software systems only allow ADA compliancy design. Our commitment is to provide accessible playground equipment in order to promote a positive play environment for children of all abilities. We believe play must be inclusive, and by removing barriers for all children, we provide play and learning opportunities which we are excited and proud of. Providing accessibility to the play space entails more than just complying with minimum accessibility requirements, standards and laws. It means providing a place where children of all abilities can experience play together. PlayPower's play equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas. • Design for Safety <ul style="list-style-type: none"> • Nothing is more important than providing a safe, positive environment for children to play. Our commitment to providing such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines we also actively participate with ASTM and CPSC in their development, and we are active members of IPEMA. Our employees, sales representatives, and trained installers take great pride in this commitment to safety in every aspect of designing, manufacturing and installing playground equipment, and they have the knowledge and experience to provide positive play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation from the independent laboratory that product(s) conform to the requirements of the indicated standard. SOURCEWELL members can also check the IPEMA web site to confirm product certification. • Financing <ul style="list-style-type: none"> • Financing - PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets • World's Largest, Fully Integrated Manufacturer • Rotational Molding – not all manufacturers do this in-house • Soft Goods Assembly • PlayPower is 100% committed to Sourcewell and its members as we have already proven during our previous contract periods • David Sheedy has had proven success in launching, promoting, selling and scaling our Sourcewell contract to its current level of success. David is anxious and excited to do this again with all of our new brands and our entire sales network. • PlayPower is already familiar inside and out with Sourcewell and the needs of Sourcewell members. • We have a proven track record from selling our previous Sourcewell contracts. More importantly, we help sell the benefits of Sourcewell and ALL of its contracts – we have proven that we make Sourcewell stronger and this is to the benefit of Sourcewell, its members and other Sourcewell vendors.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All PlayPower brands can provide warranty repairs in all regions of the United States and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.
47	What are your proposed exchange and return programs and policies?	While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, PlayPower requires a 30% restocking fee for returns and exchanges.
48	Describe any service contract options for the items included in your proposal.	All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to sell and/or service and repair our products. All warranty and service work will be coordinated between the SOURCEWELL member and our representatives.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days upon invoicing
50	Describe any leasing or financing options available for use by educational or governmental entities.	PlayPower has partnered with NCL Government Capital to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PlayPower often will invoice Sourcewell members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's Sourcewell contract number and the Sourcewell Member number. The proposed process will follow our current Sourcewell process that requires orders to be coded as an Sourcewell order at the time of submission.
52	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?	No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$35,000 so the real benefits of P-card would not be recognized.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the uploaded Sourcwell RFP 010521 Pricing-Discout File.
54	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.	As stated previously, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to (list document name)
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): 1. \$500,000 - \$999,999 1% rebate 2. \$1,000,000 - \$1,499,99 2% rebate 3. \$1,500,000+ 3% rebate
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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.	This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.
57	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.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any additional freight cost will be evaluated by PlayPower's shipping department. The best available rate and service will be passed on to Sourcwell members during the quote process.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case in the 48 contiguous United States, freight is the responsibility of the SOURCEWELL member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the Sourcwell member during the quote process.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Where it makes sense, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<ul style="list-style-type: none"> • PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance. • All Sourcewell orders are also reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. • In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. • Sourcewell sales tracking is included in PlayPower's corporate budgeting process.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to SOURCEWELL members directly from PlayPower or through our independent representative/distributor/dealer network.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<ul style="list-style-type: none"> • Playground Equipment • Shade – freestanding and playground equipment integrated • Surfacing – unitary, loose fill, tile • Docking Systems – boat & PWC lifts, swim platforms • Indoor contained play systems
65	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"> • Custom Play Equipment • ADA/Inclusive Playground Equipment • Rope Play • Nature Play • Play Sculptures • Musical Play • Early Childhood Play Equipment • Park Benches • Tables • Litter Receptacles • Bollards • Planters • Grills • Adult & Youth Outdoor Fitness Equipment • Sports Equipment • Surfacing – unitary, loose fill, tile • Slides • Sports Courts • Modular Docking Systems • Boat Lifts • PWC Lifts • Kayak & Canoe ADA Accessible Launches • Access Walkways & Floats • Habitat Observation Platforms • Waterway Work Platforms • Mining Platforms • Wetlands Walking Trails • Fishing Piers • Swimming Platforms • Campsite Platforms • Specialty Equipment • ADA Accessible Ramps • Concrete Curbing • Sidewalks • Site Inspections • Equipment Installation & All Corresponding Site Work

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
66	Playground equipment, site furnishings, site amenities, and accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Little Tikes, Miracle Recreation and Playworld deliver innovative outdoor playground solutions for all ages and abilities. Wabash Valley offers site amenities that add functional and beautiful accessories to any outdoor space, while USA Shade provides fabric shade structures which is used over playground equipment or independently. Wabash Valley provides solutions for outdoor furniture.
67	Water play and aquatic recreational structures and equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	EZ Dock is a premium waterfront life solutions provider with easy to configure floating docks, ports, launches walkways and accessories
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	No Fault is the premiere supplier of poured-in-place, rubber safety surfaces for playgrounds, splash pads, pool decks, sports fields, walking/jogging tracks and much more.
69	Services related to the solutions above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our independent rep agencies offer a wide variety of services which include, installation, site prep, removal of old equipment, planning and design services, plus much more. These related services offer a turn-key solution to all Sourcewell customers

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly reporting will offer a precise measure of our success with the Sourcewell contract
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	All of PlayPower's brands have the option for customization. Our playground engineers are able to design and customize to just about any imagination.
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA and EN standards.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. 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>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. 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 the Canadian 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. - Christine Stepp, Sales, Marketing and Contract Administrator, PlayPower, Inc.

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 contractual obligations contemplated in the bid.

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 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	<input checked="" type="checkbox"/>	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	<input checked="" type="checkbox"/>	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	<input checked="" type="checkbox"/>	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	<input checked="" type="checkbox"/>	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	<input checked="" type="checkbox"/>	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	<input checked="" type="checkbox"/>	2



CONTRACT EXTENSION

Contract Number: #010521-LTS

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc. (Vendor) 11515 Vanstory Drive, Huntersville, NC 28078 have entered into Contract #010521-LTS for the procurement of Playground and Water Play Equipment with Related Accessories and Services. The Contract has an expiration date of February 17, 2025, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of February 17, 2026. All other terms and conditions of the Contract remain in full force and effect.



 Sourcewell

 DocuSigned by:


 C0FD2A139D06489...

 By: _____

 Jeremy Schwartz

 Title: Chief Procurement Officer

 Date: 9/23/2023 | 10:52 AM CDT



 PlayPower, Inc.

 DocuSigned by:

 B288C633F68749C...

 By: _____

 W. Todd Brinker

 Title:

 Date: 9/25/2023 | 4:14 PM CDT



EZ Docks Unlimited, LLC dba Playworld Park Solutions
550 Highway 36
Belford, NJ 07718
(732) 234-7529 (PLAY)
www.playworldpark.com

Village of Scarsdale
244 Heathcote Road
Scarsdale, NY 10583

Attn: Alexandra Marshall – Village Manager

RE: Village of Scarsdale Insurance Requirements

Dear Alexandra,

Please accept this letter as verification that EZ Docks Unlimited, LLC dba Playworld Park Solutions as well as our subcontractor for installation have obtained notice from our insurance carriers that we will be able to meet the insurance requirements outlined below from the RFP packages for Aspen Park Playground and Willow Playground Playground Equipment upon receipt of a signed contract.

1. INSURANCE REQUIREMENTS

1. All coverage, (Village Insured or Contract Insured), required for this project shall be placed with an Insurance Company having a Best Rating of A – X or better. Insurance coverage submitted from an Insurance Company having a lesser rating shall only be permitted if approval is granted by the Village’s Risk Manager.
2. Any subcontractor(s) utilized by the selected firm shall also provide insurance coverages and an executed hold harmless agreement in favor of the Village and in accordance with this RFP.
3. Certificates of Insurance (Contractor insured)
Contractor must provide an ACORD Certificate of Insurance naming the Village as additional insured, in form satisfactory to the Village Risk Manager, with limits:

<u>Coverage</u>	<u>Minimum Limit Per Claim/Occurrence</u>	<u>Aggregate Minimum Policy Limit</u>
Workers Compensation:	\$1,000,000	Statutory Limits
Commercial General Liability	\$1,000,000	\$2,000,000
Bodily Injury/Property Damage	\$1,000,000	\$2,000,000
Employer’s Liability	\$1,000,000	

Automobile Liability	\$1,000,000	
Umbrella Excess Liability	\$5,000,000	\$5,000,000

The following verbiage is required in the Description of Operations / Vehicles (Additional Remarks Schedule) section:

The Village of Scarsdale is additionally insured on CGL, auto, and umbrella. The umbrella or excess liability policy follow-form underlying general liability including abuse and molestation coverage and automobile liability is applicable. The insurance coverages listed shall apply as primary and non-contributory of any insurance maintained by Village of Scarsdale. Waiver of Subrogation in favor of Village of Scarsdale is included in CGL, Auto, and Workers Compensation.

Additional Comments and Provisions:

- a) Workers' Compensation (Sec. 57 W.C.L. – Form C-105.20) – ACORD Certificate will not be accepted as proof of insurance.
- b) Disability Benefits (Sec. 220(B) D.B.L.-Form DB-120.1) – ACORD Certificate will not be accepted as proof of insurance.
- c) Name the Village of Scarsdale as additional insured on CGL, Auto and Umbrella
- d) The vendor's insurance shall apply as primary and non-contributory of any insurance maintained by the Village of Scarsdale.
- e) Waiver of Subrogation provision in favor of the Village of Scarsdale is included in CGL, Auto, and WC.

1. The Contractor Execute Before A Notary Public and Deliver to the Village the Following "Hold Harmless" Agreement:

"It is agreed that the contractor shall indemnify and save harmless the Village of Scarsdale, its officers, employees and agents from and against all loses and claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recovered, by reason of any act or omission of the said contractor, his subcontractor, his agents or employees, in the execution of the work or in the guarding of it or of any failure to comply with any law, ordinance or regulation or by reason of the method or manner of doing the work provided in this contract."

Sincerely,



Holly A. Schult
Director of Operations
EZ Docks Unlimited, LLC
Playworld Park Solutions

Date: Tuesday, August 12, 2025

Re: Resolution to Award a Contract for the Renovation of Willow
Park Playground

COVER PAGE

***Department of Parks, Recreation
and Conservation***

ATTACHMENT(S):

- [Resolution](#)
- [07.29.2025 B Gray Memo - Willow Park Apparatus and Play Surface Replacement](#)
- [07.07.2025 Proposal for Willow Playground Replacement from Playworld Park Solutions](#)
- [Willow Park Playground Rendering](#)
- [Sourcewell Contract #010521-LTS](#)
- [Sourcewell Contract #010521-LTS Extension](#)
- [Insurance Letter from Playworld Park Solutions](#)

Resolution Re: Awarding a Contract for the Renovation of Willow Playground

WHEREAS, the Willow Playground, located at 37 Wayside Lane, was originally installed in 1999, has exceeded its useful life, and requires complete replacement due to the unavailability of parts and deterioration of play structures; and

WHEREAS, the Department of Parks, Recreation and Conservation collaborated with local residents to select a new playground design submitted by EZ Dock, d/b/a Playworld Park Solutions, the exclusive New York State representative of Playworld equipment; and

WHEREAS, EZ Docks is the sole authorized New York State vendor for Playworld equipment under Sourcewell Contract #010521-LTS, a competitively bid cooperative purchasing contract awarded to PlayPower, Inc., in accordance with NYS General Municipal Law §103 and Chapter 19 of the Village Code permitting best value procurement; and

WHEREAS, the Department recommends utilizing Sourcewell Contract #010521-LTS for the procurement and installation of new playground apparatus and safety surface in the amount of \$298,750, and for the alternate removal and disposal of the existing apparatus and surface in the amount of \$43,500, for a total project cost of \$342,250; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby authorizes the Village Manager to award a contract to EZ Dock, d/b/a Playworld Park Solutions, 550 Route 36, Belford, NJ 07718, in the amount of \$342,250 for the removal and replacement of playground apparatus and safety surface at Willow Playground, pursuant to Sourcewell Contract #010521-LTS; and be it further

RESOLVED, that funds for this project shall be drawn from H-7197-964-2025-113 Playground Renovations – Willow Park in the amount of \$298,750 and from Parkland Deposits Account TE93-.46 in the amount of \$43,500; and be it further

RESOLVED, that the Village Manager is authorized to undertake all necessary administrative actions to effectuate the intent of this resolution.

Date: August 12, 2025

SCARSDALE
1701
NEW YORK

To: Alex Marshall, Village Manager
From: Brian Gray, Superintendent PRC
Date: Tuesday, July 29, 2025

MEMORANDUM
*Department of Parks,
Recreation and Conservation*

RE: Award of Contract – Removal of existing and replacement of the Playground Apparatus and Safety Surface at Willow Playground

The existing Willow Playground, a Village owned and operated playground located at 37 Wayside Lane, was installed in 1999 and has outlived its useful life and is in need of replacement. The original manufacturer, Iron Mountain Forge, is no longer in business and replacement parts are not always available, rendering broken apparatus unusable.

Funds have been appropriated in Account H-7197-964 2025-113 Playground Renovations – Willow Park to renovate the existing Willow Playground in the amount of \$300,000.

Department Staff worked collaboratively with community members with young children who reside in the surrounding area that utilize Willow Playground to develop a playground design to best suit nearby residents. Together, the aforementioned sub-committee selected a design submitted by EZ Dock, d/b/a Playworld Park Solutions consisting of apparatus manufactured by Playworld. EZ Dock, d/b/a Playworld Park Solutions is the only authorized representative of Playworld play equipment and amenity products for the State of New York.

The proposal submitted by EZ Dock, d/b/a Playworld Park Solutions consists of the purchase and installation of new apparatus, and new safety surface in the amount of \$298,750 based off Sourcewell Contract # 010521-LTS. In addition, the Department of Parks, Recreation and Conservation, through their RFP process, requested Alternate pricing for the removal of existing play apparatus and safety surface at Willow Playground. The submitted price for this Alternate removal service is \$43,500.00.

The Village Board has adopted local law chapter 19 of the Village code on November 14, 2023 authorizing the Village to utilize contracts awarded on the basis of best value. This purchase is being made under a contract that was awarded for best value through Sourcewell, a political subdivision of the State of Minnesota (created under Minnesota State Statute Section 113A.21) offering cooperative procurement solutions to government entities, including local municipalities throughout the United States.

Funds for this purchase will be applied to the following accounts:

- Purchase and installation of new play apparatus and safety surface in the amount of \$298,750.00:

General Ledger Account: H-7197-964-2025-113 Playground Renovation – Willow Park

Removal and disposal of existing play apparatus and safety surface in the amount of \$43,500:
Parkland Deposits Account: TE93-.46



July 7, 2025

Mr. Brian Gray
Superintendent PRC
Village of Scarsdale
244 Heathcote Road
Scarsdale, NY 10583

**Re: Proposal for Willow Playground Replacement
Sourcewell Contract #010521-LTS**

1. Replacement of Willow Playground, located at 37 Wayside Lane, Scarsdale, NY in accordance with Playworld Design Number: 25-16870A. Price includes supply and installation of all listed and shown playground equipment, and installation of new 12" of Engineered Hardwood Mulch Safety Surface throughout all proposed fall zones. All pricing is in accordance with NY State prevailing wage laws.

Sourcewell Discount 10%

Additional Discount

Total Equipment Price with Installation: \$293,650.00

Total Equipment Only Price:	\$146,650.00
Total Equipment Installation Price:	\$125,000.00
Total Safety Surface Supply/Install:	\$22,000.00

<u>Freight:</u>	<u>\$5,100.00</u>
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Total Cost:	\$298,750.00
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2. Alternate for the Removal and Disposal of Existing Playground and Safety Surface.

Total Cost:	\$43,500.00
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Henry Hinterstein, LLA, PP
Director of Construction
732-963-5011
h.hinterstein@ez-docks.com



July 7, 2025

Mr. Brian Gray
Superintendent PRC
Village of Scarsdale
244 Heathcote Road
Scarsdale, NY 10583

**Re: RFP Response for Willow Playground and Aspen Park Playground Replacements
(Under Sourcewell Contract #010521-LTS)**

Dear Mr. Gray:

As per the requirements of the RFP for the above noted projects, Playworld Park Solutions is providing the required itemized proposals, plans, designs, pictures, and simulations/renderings for each project as requested and required as part of the RFP for each project for your consideration. We are also attaching verification of Sourcewell Contract membership for Playworld.

I will be the main point of contact for both projects under consideration. A little about myself. I am a Licensed Landscape Architect and Professional Planner in the State of NJ and previously worked for the Township of Piscataway in NJ for 31 years as the Township Landscape Architect prior to joining Playworld Park Solutions, as Director of Construction. In this capacity, my responsibilities included overseeing the design, specification, bidding, and construction management for over 30 Park and Playgrounds as well as numerous other projects throughout the Municipality. One such project was the new two-million-dollar Raritan Rapids Spray Park located at the newly constructed Piscataway Recreation Building operated by the YMCA. I have personally designed and managed over 25 Playground rehabilitation projects, with a scope very similar to your projects, with an overall value of over seven million dollars. This, along with Playworld's 54-year history of playground equipment design, development, and manufacturing, and a corporate support team that has over 30+ years of experience in design and development of playgrounds and playground equipment throughout the world, makes us uniquely qualified for your projects.



We are also submitting a company resume and work experience/references for our sub-contractor, Whirl Construction, who has 43+ years of experience installing playground equipment and safety surfacing, as well as numerous other playground-related amenities. Whirl Construction will be responsible for the installation of the playground equipment and safety surface as per the designs and specifications. All required contact information is provided on the company Bio.

We look forward to working with you on these exciting projects and creating some incredible playgrounds for all of Scarsdale residents to enjoy.

Respectfully submitted,
Henry Hinterstein
Henry Hinterstein, LLA, PP
Director of Construction
732-963-5011 – Cell

9. NON-COLLUSION PROPOSAL CERTIFICATION FORM

In accordance with the provisions of Section 103-D of General Municipal Law, as amended, the following "Non-Collusive Proposal Certification" is and shall become a part of this proposal:

 Rick Hibell , being duly sworn, deposes and affirms that:
(Name)

I am the, Member , with the EZ Docks Unlimited d/b/a Playworld Park Solutions
(Title) (Company Name)

located at 550 Route 36 Belford, NJ 07718 , and I am familiar with the enclosed
(Company Address)

proposal to the Village/Town of Scarsdale in response to the Request for Proposal for procurement of **PLAYGROUND EQUIPMENT AT WILLOW PLAYGROUND**.


By submission of this proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (a) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made or will be made by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- (d) I have fully informed myself of the accuracy of the statements contained in this certification and affirm the truth thereof.
- (e) That attached is a certified resolution authorizing the execution of this certificate by the signatory of this proposal on behalf of the corporate vendor (if applicable).



(signature)

Sworn to before me this
 10 day of JULY , 2025



Notary Public

HOLLY A SCHULT
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2438708
MY COMMISSION EXPIRES SEPT. 24, 2028

10. STATEMENT OF IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the Village from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the vendor submits the following certification:

[Please Check One]

- X By submission of this proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each vendor is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

- I am unable to certify that my name and the name of the vendor does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

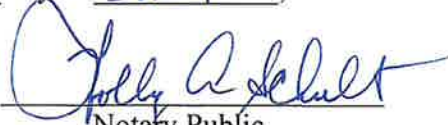
Dated: 7/10/25, 2025


Signature

Rick Hibell
Printed Name

Member
Title

Sworn to before me this
10 day of July, 2025

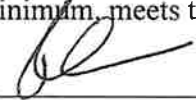

Notary Public

HOLLY A SCHULT
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2438708
MY COMMISSION EXPIRES SEPT. 24. 2028

11. STATEMENT OF SEXUAL HARASSMENT POLICY

Every written offer made to the Village/Town of Scarsdale must contain the following statement subscribed and affirmed by the offeror as true under penalties of perjury:

By the submission of this proposal, each vendor and each person signing on behalf of any vendor certifies, and in case of joint offer each party thereto certifies as to its own organization, under penalty of perjury, that the vendor has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all employees. Such policy, at a minimum, meets the requirement of Section 201-g of the New York Labor Law.

Signature: 

Print Name: Rick Hibell

Title: Member

Company Name: EZ Docks Unlimited d/b/a/ Playworld Park Solutions

Date: 7/10/25

12. CONFLICT OF INTEREST STATEMENT

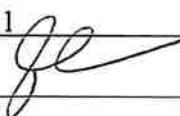
If the vendor is an individual, the proposal must be signed by that individual; if the vendor is a corporation, by an officer of the corporation, or other person authorized by resolution of the board of directors, and in such case a copy of the resolution must be attached. If a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the proposal or previously filed with the Purchasing Agent.

"The submission of this proposal constitutes a certification that no Village Officer or employee has any interest therein." (Note: In the event that any Village Official or employee has any such interest, the full nature thereof must be disclosed – affix pages as needed)

COMPANY/VENDOR NAME: EZ Docks Unlimited d/b/a/ Playworld Park Solutions

COMPANY/VENDOR ADDRESS: 550 Route 36 Belford, NJ 07718

TELEPHONE: 732-963-5011 EMAIL: h.hinterstein@playworldpark.com

AUTHORIZED SIGNATURE:  DATE: 7/10/25

14. DEBARMENT & RESPONSIBILITY CERTIFICATION

Has your company/firm, or any affiliate, been found to be non-responsible or debarred from any state or federal contract within the past five (5) years?

[Check One]

YES


NO

If "YES", please specify the contract, contract type, dollar amount, reason, and date of debarment or finding of non-responsibility.

Vendor Legal Name: _____EZ Docks Unlimited d/b/a/ Playworld Park Solutions_____

Business Name (if different): _____

Name of non-responsible or debarred entity (if different): _____



Signature

Rick Hibell

Name

Member

Title

7/10/25

Date



Willow Playground - Option 2
 Scarsdale, NY
 25-17081A

Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
<ul style="list-style-type: none">  Cobalt  Silver  Chartreuse 	<ul style="list-style-type: none">  Red  Chartreuse  Cobalt  Graystone 	<ul style="list-style-type: none">  Beige-Gray  Cobalt-Sand 	<ul style="list-style-type: none">  Gray
		<p>ROPE</p> <ul style="list-style-type: none">  Red 	<p>SHADE</p> <ul style="list-style-type: none">  Desert Sand



Willow Playground - Option 2
 Scarsdale, NY
 25-17081A

Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
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 Silver	 Chartreuse	 Cobalt-Sand	
 Chartreuse	 Cobalt	ROPE	SHADE
	 Graystone	 Red	 Desert Sand



Willow Playground - Option 2
 Scarsdale, NY
 25-17081A

Equipment Manufacturer



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Willow Playground - Option 2
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Willow Playground - Option 2
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Equipment Manufacturer



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Willow Playground - Option 2
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Equipment Manufacturer



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Willow Playground - Option 2
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Equipment Manufacturer






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Willow Playground - Option 2
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Equipment Manufacturer




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Willow Playground - Option 2
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 25-17081A

Equipment Manufacturer














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Willow Playground - Option 2
 Scarsdale, NY
 25-17081A

Equipment Manufacturer















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	 Graystone		



Willow Playground - Option 2
 Scarsdale, NY
 25-17081A

Equipment Manufacturer

 The world needs play.

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 25-17081A

Equipment Manufacturer



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Solicitation Number: RFP #010521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor’s acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity’s requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity’s order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract 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 vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor 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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Contract or other insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 the Canadian 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 Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **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 or 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 Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

E. 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. 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. Vendor 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.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor 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.

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

L. 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.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

PlayPower, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

DocuSigned by:
W. Todd Brinker
B286C633F68749C...
By: _____
W. Todd Brinker
Title: Senior Vice President Global Sales &
Marketing Outdoor Play

Date: 2/15/2021 | 10:36 PM CST

Date: 2/15/2021 | 2:23 PM CST

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO

Date: 2/15/2021 | 10:46 PM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: PlayPower
Address: 11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
Contact: Christine Stepp
Email: christine.stepp@playpower.com
Phone: 570-259-5466
HST#: 431681424

Submission Details

Created On: Tuesday November 17, 2020 12:27:42
Submitted On: Tuesday January 05, 2021 16:13:14
Submitted By: Christine Stepp
Email: christine.stepp@playpower.com
Transaction #: 21ef8062-9c3f-45fb-8ccb-e615e3baf910
Submitter's IP Address: 149.20.204.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	PlayPower, Inc.
2	Proposer Address:	11515 Vanstory Drive #100, Huntersville, NC 28078
3	Proposer website address:	www.PlayPower.com
4	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 and, in the event of award, will be expected to execute the resulting contract):	W. Todd Brinker Senior Vice President, Global Sales & Marketing Outdoor Play 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 704-576-7928
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Stepp Sales, Marketing and Contract Administrator 1000 Buffalo Road, Lewisburg, PA 17837 570-522-5441
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Bill Wilhite – EZ Dock Phone: 417 -737-2110 Email: Bill.Wilhite@playpower.com</p> <p>Brett Kidd - Little Tikes Commercial Phone: 678-432-0077 Cell: 573-701-2236 Email: Brett.Kidd@playpower.com</p> <p>Mike Sutton – Miracle Recreation Phone: 724-458-4986 Cell: 715-922-8707 Email: Mike.Sutton@playpower.com</p> <p>Jennifer Smith Phone: 225-907-4749 Cell: 225-424-8843 Email: Jennifer@nofault.com</p> <p>David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com</p> <p>Christine Stepp – PlayPower Phone: 527-259-5466 Email: Christine.Stepp@playpower.com</p> <p>Brock Hodge - Soft Play Phone: 704-948-3430 Mobile:704-904-4067 Email: Brock.Hodge@playpower.com</p> <p>Kevin Spence – USA Shade Phone: 214-269-4112 Mobile: 214-587-9397 Email: kevin.spence@USA-Shade.com</p> <p>Dan Sullivan – Wabash Valley Phone: 813-760-0382 Email: daniel.sullivan@playpower.com</p>

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>PlayPower, Inc. is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal water craft, innovative surfacing products and indoor contained play structures. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland and Scotland. PlayPower's VISION is to be the leader in creating legendary play and recreation experiences around the world. PlayPower's MISSION is to design and manufacture fun and safe play and recreation equipment for all ages and abilities. We will be recognized as the leader for inspiring and creating innovative products and providing superior customer service. We will leverage our brands globally to the benefit of those who use our products and to our customers, employees, and shareholders. PlayPower VALUES honesty and integrity, respect and caring for others, openness and collaboration, individual and team accountability, passion and purpose. PlayPower began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include:</p> <ul style="list-style-type: none"> o Miracle Recreation Equipment Company o Little Tikes Commercial o Playworld o Wabash Valley o EZ Dock o USA Shade & Fabric Structures o Soft Play o Playtime o No Fault o Tayplay o HAGS (international only) <p>PlayPower's companies are leaders in the markets in which they serve and in combination, have HUNDREDS of years of experience bringing play and recreation to life.</p>
8	What are your company's expectations in the event of an award?	<ul style="list-style-type: none"> • We will launch our contract heavily by targeting Sourcewell members with all of our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault • We will continue to lead Sourcewell as our North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows • Our expectation, with having multiple brands in our portfolio, and as a turnkey solution, PlayPower's Sourcewell contract sales would exceed \$100M over the term of the contract.
9	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.	Please refer to the PlayPower Holdings Inc. and Subsidiaries 2019 Final pdf attached to this response.
10	What is your US market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's Outdoor Playground equipment market share is approximately 33.0% in the United States.
11	What is your Canadian market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's market share is 26.0% in Canada.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</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>PlayPower, Inc. Is a manufacturer of Recreation and Playground Equipment, Accessories and Supplies. PlayPower Inc., with a few exceptions of direct sales representatives, operates with independent representatives/dealers that cover all areas of North America and Internationally. All representatives, as contractually responsible, sell, deliver and coordinate installation of all products proposed within this RFP. In addition, PlayPower's installers are factory certified to repair and service PlayPower's recreation and playground equipment, accessories, and supplies.</p>
14	<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>PlayPower is licensed to sell in all 50 states, 10 provinces and globally. We are committed to provide Sourcewell and their members a safe, enjoyable, positive environment to play and grow. Our commitment to provide such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines, we also actively participate in ASTM and CPSC development, and are active members of IPEMA. Our employees, sales representatives, distributors, dealers and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. They have the knowledge and experience to provide positive recreation and play environments that offer challenge and maximum play value for children of all ages and abilities.</p> <p>In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logos in all of PlayPower's outdoor brand catalogs signifies PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's web site to confirm product certification.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																																																				
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • PlayForm 7 – Playworld – 2016 IDEA Silver Award. Recognized by Architect's newspaper best products of 2016 award • PlayCubes – Playworld – Winner of Architectural Records 2016 Product of the Year • The Chicago Athenaeum: Museum of Architecture and Design awarded Playworld with The Good Design Award for PlayCubes, published in the Good Design Yearbook for 2019-2020. • NRPA Best Booth – Miracle - 2018 																																																				
17	What percentage of your sales are to the governmental sector in the past three years	PlayPower percentage of sales to the government sector as follows: 2020 - 62% 2019 - 66% 2018 - 71%																																																				
18	What percentage of your sales are to the education sector in the past three years	PlayPower percentage of sales to the education sector are as follows: 2020 - 29% 2019 - 25% 2018 - 22%																																																				
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table border="1"> <thead> <tr> <th></th> <th>2018</th> <th>2019</th> <th>2020</th> </tr> </thead> <tbody> <tr> <td>CMAS</td> <td>\$429,901.58</td> <td>-</td> <td>-</td> </tr> <tr> <td>COA</td> <td>-</td> <td>\$205,565.74</td> <td>\$55,895.35</td> </tr> <tr> <td>COSTARS</td> <td>\$102,812.68</td> <td>\$376,404.54</td> <td>\$351,116.88</td> </tr> <tr> <td>DE USAGE</td> <td>\$5,690.00</td> <td>\$17,322.82</td> <td>\$10,690.00</td> </tr> <tr> <td>NJ STATE</td> <td>\$295,687.34</td> <td>\$442,753.06</td> <td>\$239,850.35</td> </tr> <tr> <td>PREP</td> <td>-</td> <td>\$237,565.00</td> <td>\$561,812.00</td> </tr> <tr> <td>SOURCEWEL</td> <td>\$38,840,671.82</td> <td>\$29,092,389.51</td> <td>\$26,043,818.71</td> </tr> <tr> <td>HGAC</td> <td>\$1,192,953</td> <td>\$236,858</td> <td>\$87,436</td> </tr> <tr> <td>NASPO</td> <td>\$2,256,692</td> <td>\$946,192</td> <td></td> </tr> <tr> <td>\$288,288</td> <td></td> <td></td> <td></td> </tr> <tr> <td>KPN</td> <td>\$212,068</td> <td>\$15,496</td> <td></td> </tr> <tr> <td>\$2,703</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		2018	2019	2020	CMAS	\$429,901.58	-	-	COA	-	\$205,565.74	\$55,895.35	COSTARS	\$102,812.68	\$376,404.54	\$351,116.88	DE USAGE	\$5,690.00	\$17,322.82	\$10,690.00	NJ STATE	\$295,687.34	\$442,753.06	\$239,850.35	PREP	-	\$237,565.00	\$561,812.00	SOURCEWEL	\$38,840,671.82	\$29,092,389.51	\$26,043,818.71	HGAC	\$1,192,953	\$236,858	\$87,436	NASPO	\$2,256,692	\$946,192		\$288,288				KPN	\$212,068	\$15,496		\$2,703			
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COSTARS	\$102,812.68	\$376,404.54	\$351,116.88																																																			
DE USAGE	\$5,690.00	\$17,322.82	\$10,690.00																																																			
NJ STATE	\$295,687.34	\$442,753.06	\$239,850.35																																																			
PREP	-	\$237,565.00	\$561,812.00																																																			
SOURCEWEL	\$38,840,671.82	\$29,092,389.51	\$26,043,818.71																																																			
HGAC	\$1,192,953	\$236,858	\$87,436																																																			
NASPO	\$2,256,692	\$946,192																																																				
\$288,288																																																						
KPN	\$212,068	\$15,496																																																				
\$2,703																																																						
20	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?	<table border="1"> <thead> <tr> <th></th> <th>2019</th> <th>2018</th> <th>2017</th> </tr> </thead> <tbody> <tr> <td>GS-03F-072GA</td> <td>Miracle Recreation</td> <td>\$14,061</td> <td>\$94,426</td> <td>\$157,563</td> </tr> <tr> <td>GS-03F-055AA</td> <td>Little Tikes Commercial</td> <td>\$41,812</td> <td>\$12,788</td> <td>\$74,698</td> </tr> <tr> <td>GS-03F-0071T</td> <td>Playworld</td> <td>\$8,680</td> <td>\$78,008</td> <td>\$84,356</td> </tr> <tr> <td>GS-03F-0001U</td> <td>USA Shade</td> <td>\$75,248</td> <td>\$183,919</td> <td></td> </tr> <tr> <td>\$246,227</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		2019	2018	2017	GS-03F-072GA	Miracle Recreation	\$14,061	\$94,426	\$157,563	GS-03F-055AA	Little Tikes Commercial	\$41,812	\$12,788	\$74,698	GS-03F-0071T	Playworld	\$8,680	\$78,008	\$84,356	GS-03F-0001U	USA Shade	\$75,248	\$183,919		\$246,227																											
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Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Saugus Union School District	Lori Rubenstein – Director of Project Maintenance	661-294-5300 (ext. 5154)
Houston County BOE	Bill Dollar – Director of Maintenance	478-447-9301
Northside ISD	Linda Seewald – Coordinator Physical Education and Health	210-397-8630

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
ABC Unified School District School	Education	California - CA	Surfacing	\$580,000	\$580,000
Northside ISD	Education	Texas - TX	Playground Equipment	\$25,000	\$1,200,000
Fulton County School District	Education	Georgia - GA	Playground Equipment	\$16,666	\$1,200,000
MS/FEMA CDC Grant	Government	Mississippi - MS	Playground Equipment	\$15,833	\$3,800,000
NASA	Government	Florida - FL	Indoor Play Equipment	\$2,200,000	#2,300,000

Table 6: Ability to Sell and Deliver Service

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 *
23	Sales force.	PlayPower's 700+ professional sales representatives/distributors/dealers are eager to provide service to Sourcewell members. Our large portfolio and sales network provides a significant advantage for Sourcewell members in being able to find almost all of their recreation and playground needs with PlayPower.
24	Dealer network or other distribution methods.	The majority of PlayPower's representatives, dealers and distributors are independent agencies, with a few exceptions where territories are covered with direct employees.
25	Service force.	All representatives, distributors, dealers and installers are factory trained and certified to either sell and/or service our products. Included is a listing of our comprehensive global list of representatives for each brand.
26	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>All inquiries regarding Customer service, warranty and repair of PlayPower recreation and playground equipment and accessories should be coordinated with our independent representative network. In addition, Sourcewell members can contact each PlayPower division directly.</p> <ul style="list-style-type: none"> • Little Tikes - Claims can be submitted via email to lrc_customer_care@playpower.com where they are reviewed by our Technical Support Team. Customers can also call 800- 497-5246 and our Customer Service team will be happy to assist during normal business hours (7:00 to 5:00 CST). After hours or on weekends our 24-hour Customer Service Hotline is available by calling 866-LTC-4FUN (866-582-4386) • Miracle - Technical support line (888) 458-2752 seven days a week, 24 hours a day • Playworld –Technical support line (800) 233-8404 is available 24/7 but all calls will be handled during normal business hours 8:00am to 4:30pm EST. We have info@playworld.com for requests and we also have online chat available 8:00am-4:30pm EST on our website. • Wabash Valley – Technical support line (800) 253-8619 during the business hours of 8:00 to 5:00 EST M-F • USA Shade – Technical support line (800) 966-5005 during the business hours of 8:00 to 5:00 CST M-F • EZ Dock -(800) 654-8168, our Technical Support and Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • Soft Play- (800) 782-7529 Ext. 3429, any of our Technical Support or Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • No Fault - Main Office 1-800-232-7766 M-F during normal business hours of 8:00am-5:00pm
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in all 50 US states.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in the 10 provinces of Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PlayPower covers ALL geographic areas of the United States and Canada.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PlayPower serves all participating entity sectors and does not have any limitations to do so.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract restrictions that would apply to members in Hawaii, Alaska and in the US territories.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>General Marketing Program Strategy: The marketing plan objective is to increase the sales closure rate of SOURCEWELL projects by providing high-quality leads and effective sales tools to our sales representatives. We will promote the program nationally, including a multi-program approach that overlays with our current marketing strategy and plans. Details of those programs are as follows:</p> <p>Catalogs/Brochures</p> <ul style="list-style-type: none"> • SOURCEWELL Brochures • We have created brochures (one per brand) detailing the benefits of our SOURCEWELL contract that is utilized during sales presentations and trade shows. • Full Line Catalogs • Our full line product catalog is produced and distributed annually and is available in January. • We include information regarding the SOURCEWELL program within the catalogs. <p>Websites:</p> <ul style="list-style-type: none"> • Features SOURCEWELL in our partner and funding pages on each of our brand websites • https://www.miracle-recreation.com/planning/our-partners/sourcewell/ • https://littletikescommercial.com/sourcewell/ • https://playworld.com/sourcewell • https://www.softplay.com/capabilities/njpa/ • https://www.ez-dock.com/resources/njpa/ <p>Email/PR:</p> <ul style="list-style-type: none"> • Email Campaigns <ul style="list-style-type: none"> • SOURCEWELL will be featured in email campaigns to those individuals that have opted-in to that brand e-communications. <p>Social:</p> <ul style="list-style-type: none"> • Social Media Campaigns <ul style="list-style-type: none"> • Posts on various social platforms, including Facebook and LinkedIn, per brand <p>Trade Shows</p> <ul style="list-style-type: none"> • We have a trade show plan in place and shall include representation of the program at each trade show including product brochures. • The 3 outdoor play brands have large booths at the annual NRPA & ASLA tradeshow. <p>Sales Tools/Training</p> <ul style="list-style-type: none"> • PowerPoint sales presentation was created to discuss selling features and benefits of our Sourcewell contract for PlayPower's representatives. • Regular email newsletter to PlayPower sales representatives from sales VPs, promoting the Sourcewell contract and our sales tools for promoting our Sourcewell contract. • Sales representative communication portal provides training/sales tools/resources for our sales representatives to help promote our Sourcewell contract, programs and services. <p>Examples of our marketing materials as they relate to SOURCEWELL are included separately in the PowerPoint which has been included with this RFP submittal.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our current marketing strategy includes programs to promote our Sourcewell contract, products and services through multiple digital media channels including:</p> <ul style="list-style-type: none"> • Brand websites, on partner and funding pages • Email marketing campaigns • Social media, including Facebook and LinkedIn
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We would expect Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its members. We would expect on rare occasions, a representative of Sourcewell to potentially help with customer calls & visits when needed, and also to attend our annual sales meetings for our outdoor equipment brands. In understanding of this, PlayPower Inc. understands that the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our websites and direct-to-customer marketing through our vast network of representatives.</p> <p>PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all of our rep partners/distributors/dealers, catalogs and digital marketing. Our commitment and message to Sourcewell and its members will always remain clear and constant: we are 100% committed to Sourcewell from our executive level through our rep network.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Products and services are not available through an e-procurement ordering process. Playgrounds and recreation related products are often very custom driven project by project. Because of this, an e-procurement solution is not feasible with PlayPower's offering of products and services.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	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.	PlayPower is committed to providing safe, reliable products. There is not a need to train Sourcewell members since all of our representatives, dealers, distributors and installers go through extensive product training. Sourcewell members have been invited to visit our factories, however formal training is not required.
37	Describe any technological advances that your proposed products or services offer.	<p>Pride in Engineering and Design: Whatever Sourcewell members' level of recreation and/or playground expertise is, PlayPower will provide as much help as needed. Members can virtually design their own playground equipment, or our network of design consultants will assist every step of the way. Our advanced computer-assisted design (CAD) capabilities provide customers with the most versatile, accurate commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Direct electronic access to accurate, up-to-date product information is available to all PlayPower personnel, which includes PlayPower sales representatives, who can do on-the-spot CAD designs for customers. The design(s) then transmits to our internal system for production. Our consultants have access to all product documentation at all times and can produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design. They can also send information to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes.</p> <p>Quality Products, Manufacturing, and Installation: PlayPower's commercial playground equipment, play structures, dock systems etc. are manufactured utilizing proven processes that have been honed over our over combined 200+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to:</p> <ul style="list-style-type: none"> • Powder-coating paint system • Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs • Rotational molding machines, including the largest in the industry– which provide the capacity for more innovative and fun products • Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycled process with minimal waste. • Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs • MIG/TIG weld stations • Robotic welding • Fiberglass fabrication • Custom manufacturing – one of only a few playground manufacturers in the world to offer this • In-house CAD design team to help create your dream playground • All PlayPower representatives and installers are factory trained and certified • PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell members • PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc. <p>Materials and Innovation: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are:</p> <ul style="list-style-type: none"> • Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant. • GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands. • Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements. • Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors. • Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers. • Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual

look and feel of real rocks, trees and stumps. This product is unlike any other.

- Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
- EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
- EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness. Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.
- NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
- PlayArmor™ is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It was created by biochemists and has been registered for use by the US Environmental Protection Agency (EPA). We are currently working and expect to have EPA approval on having PlayArmor approved in each of the 50 US states and similar approvals in all provinces in Canada.

Product Testing & Conformance:

PlayPower has developed and maintained one the most strenuous product testing programs in the industry. Product safety starts before the concept phase of the development process. Our staff plays a very active role in the development and maintenance of safety and performance guidelines and standards, not only here in the U.S., but also internationally. Injury trends and market changes are tracked and we proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We test for safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirement of various standards and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. All moving and selected stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We also participate in the IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program which is a 3rd party validation process of our ASTM required testing. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components.

- PlayPower has the most diversified line of products & services in the industry with well over 300 combined years of business experience.
- PlayPower is the world's largest fully integrated manufacturer of commercial playground equipment and recreation equipment accessories and supplies.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Environmentally friendly playgrounds aren't a passing fad, they're here for good. Playing is serious business, especially when you consider that playtime helps promote creativity, problem-solving, ability and intellectual development. That's precisely why we pay extra-special attention to our playgrounds and site furnishings. Simple design changes go a long way towards improving how children play, learn and interact with nature. PlayPower creates playgrounds that are fantastic for your budget, Mother Nature, and most importantly, the kids. We recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Imagine piles of crumpled steel and truckloads of aluminum cans transformed into state-of-the-art playground equipment. That's essentially what happens when PlayPower puts recycling to work. We produce our playground equipment using as much recycled and recyclable material as we can use, while still maintaining the safety, durability and structural integrity you have come to expect from PlayPower. PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, and are made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's playground equipment is produced from at least 50% recyclable materials.</p> <ul style="list-style-type: none"> • PlayPower meets ISO 9001, ISO 14001 Standards • Other environmental initiatives: <ul style="list-style-type: none"> • All packing and shipping materials are 100% recyclable. • Recycling 95%+ of our waste. • Many of our raw materials contain 25% to 100% recycled content. • Reduced energy usage through conservation and lean manufacturing implementation. • Audits material content and operations for safety and environmental concerns 																																							
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower meets ISO 9001, ISO 14001 Standards																																							
40	Describe 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 of certification (as applicable) in the document upload section of your response.	<p>While the majority of our representative agencies are classified as Small Businesses, we have created a list, below, to showcase our WMBE and VOSB agencies:</p> <table border="0"> <tr> <td>Happy Playgrounds</td> <td>WBE</td> <td>AR, OK</td> </tr> <tr> <td>Imagine Nation</td> <td>WBE</td> <td>IL</td> </tr> <tr> <td>Jefcoat Recreation</td> <td>WBE</td> <td>MS</td> </tr> <tr> <td>Metro Recreation</td> <td>VOSB</td> <td>MD, WV</td> </tr> <tr> <td>Miracle of KY & TN</td> <td>WBE</td> <td>KY, TN</td> </tr> <tr> <td>Playworx</td> <td>VOSB</td> <td>FL, GA</td> </tr> <tr> <td>Recreation Plus</td> <td>DBE, SBE, WMBE</td> <td>CO, WY</td> </tr> <tr> <td>Site Specifics</td> <td>WBE</td> <td>MA</td> </tr> <tr> <td>Hahn Enterprises</td> <td>WMBE</td> <td>LA, AR</td> </tr> <tr> <td>MTS Recreation</td> <td>WBE</td> <td>VA</td> </tr> <tr> <td>Pelican Playground</td> <td>WMBE</td> <td>LA, MS</td> </tr> <tr> <td>Hasley Recreation</td> <td>WBE</td> <td>AI, GA</td> </tr> <tr> <td>Miller Recreation</td> <td>VOSB</td> <td>C. FL</td> </tr> </table>	Happy Playgrounds	WBE	AR, OK	Imagine Nation	WBE	IL	Jefcoat Recreation	WBE	MS	Metro Recreation	VOSB	MD, WV	Miracle of KY & TN	WBE	KY, TN	Playworx	VOSB	FL, GA	Recreation Plus	DBE, SBE, WMBE	CO, WY	Site Specifics	WBE	MA	Hahn Enterprises	WMBE	LA, AR	MTS Recreation	WBE	VA	Pelican Playground	WMBE	LA, MS	Hasley Recreation	WBE	AI, GA	Miller Recreation	VOSB	C. FL
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<p>41</p>	<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>	<ul style="list-style-type: none"> • PlayPower has a large, 700+ group of professional sales representatives/distributors/dealers to provide service to Sourcewell members. No one else in the industry even comes close to this! This provides a significant advantage for Sourcewell members in being able to find all of their recreation and playground equipment needs in one place with PlayPower. <ul style="list-style-type: none"> • PlayCreator - Proprietary Software with Safety & ADA Accessibility in mind • PlayCreator, our proprietary playground design, rules-based software systems only allow ADA compliancy design. Our commitment is to provide accessible playground equipment in order to promote a positive play environment for children of all abilities. We believe play must be inclusive, and by removing barriers for all children, we provide play and learning opportunities which we are excited and proud of. Providing accessibility to the play space entails more than just complying with minimum accessibility requirements, standards and laws. It means providing a place where children of all abilities can experience play together. PlayPower's play equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas. • Design for Safety <ul style="list-style-type: none"> • Nothing is more important than providing a safe, positive environment for children to play. Our commitment to providing such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines we also actively participate with ASTM and CPSC in their development, and we are active members of IPEMA. Our employees, sales representatives, and trained installers take great pride in this commitment to safety in every aspect of designing, manufacturing and installing playground equipment, and they have the knowledge and experience to provide positive play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation from the independent laboratory that product(s) conform to the requirements of the indicated standard. SOURCEWELL members can also check the IPEMA web site to confirm product certification. • Financing <ul style="list-style-type: none"> • Financing - PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets • World's Largest, Fully Integrated Manufacturer • Rotational Molding – not all manufacturers do this in-house • Soft Goods Assembly • PlayPower is 100% committed to Sourcewell and its members as we have already proven during our previous contract periods • David Sheedy has had proven success in launching, promoting, selling and scaling our Sourcewell contract to its current level of success. David is anxious and excited to do this again with all of our new brands and our entire sales network. • PlayPower is already familiar inside and out with Sourcewell and the needs of Sourcewell members. • We have a proven track record from selling our previous Sourcewell contracts. More importantly, we help sell the benefits of Sourcewell and ALL of its contracts – we have proven that we make Sourcewell stronger and this is to the benefit of Sourcewell, its members and other Sourcewell vendors.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All PlayPower brands can provide warranty repairs in all regions of the United States and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.
47	What are your proposed exchange and return programs and policies?	While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, PlayPower requires a 30% restocking fee for returns and exchanges.
48	Describe any service contract options for the items included in your proposal.	All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to sell and/or service and repair our products. All warranty and service work will be coordinated between the SOURCEWELL member and our representatives.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days upon invoicing
50	Describe any leasing or financing options available for use by educational or governmental entities.	PlayPower has partnered with NCL Government Capital to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PlayPower often will invoice Sourcewell members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's Sourcewell contract number and the Sourcewell Member number. The proposed process will follow our current Sourcewell process that requires orders to be coded as an Sourcewell order at the time of submission.
52	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?	No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$35,000 so the real benefits of P-card would not be recognized.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the uploaded Sourcwell RFP 010521 Pricing-Discout File.
54	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.	As stated previously, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to (list document name)
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): 1. \$500,000 - \$999,999 1% rebate 2. \$1,000,000 - \$1,499,99 2% rebate 3. \$1,500,000+ 3% rebate
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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.	This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.
57	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.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any additional freight cost will be evaluated by PlayPower's shipping department. The best available rate and service will be passed on to Sourcwell members during the quote process.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case in the 48 contiguous United States, freight is the responsibility of the SOURCEWELL member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the Sourcwell member during the quote process.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Where it makes sense, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<ul style="list-style-type: none"> • PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance. • All Sourcewell orders are also reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. • In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. • Sourcewell sales tracking is included in PlayPower's corporate budgeting process.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to SOURCEWELL members directly from PlayPower or through our independent representative/distributor/dealer network.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<ul style="list-style-type: none"> • Playground Equipment • Shade – freestanding and playground equipment integrated • Surfacing – unitary, loose fill, tile • Docking Systems – boat & PWC lifts, swim platforms • Indoor contained play systems
65	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"> • Custom Play Equipment • ADA/Inclusive Playground Equipment • Rope Play • Nature Play • Play Sculptures • Musical Play • Early Childhood Play Equipment • Park Benches • Tables • Litter Receptacles • Bollards • Planters • Grills • Adult & Youth Outdoor Fitness Equipment • Sports Equipment • Surfacing – unitary, loose fill, tile • Slides • Sports Courts • Modular Docking Systems • Boat Lifts • PWC Lifts • Kayak & Canoe ADA Accessible Launches • Access Walkways & Floats • Habitat Observation Platforms • Waterway Work Platforms • Mining Platforms • Wetlands Walking Trails • Fishing Piers • Swimming Platforms • Campsite Platforms • Specialty Equipment • ADA Accessible Ramps • Concrete Curbing • Sidewalks • Site Inspections • Equipment Installation & All Corresponding Site Work

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
66	Playground equipment, site furnishings, site amenities, and accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Little Tikes, Miracle Recreation and Playworld deliver innovative outdoor playground solutions for all ages and abilities. Wabash Valley offers site amenities that add functional and beautiful accessories to any outdoor space, while USA Shade provides fabric shade structures which is used over playground equipment or independently. Wabash Valley provides solutions for outdoor furniture.
67	Water play and aquatic recreational structures and equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	EZ Dock is a premium waterfront life solutions provider with easy to configure floating docks, ports, launches walkways and accessories
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	No Fault is the premiere supplier of poured-in-place, rubber safety surfaces for playgrounds, splash pads, pool decks, sports fields, walking/jogging tracks and much more.
69	Services related to the solutions above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our independent rep agencies offer a wide variety of services which include, installation, site prep, removal of old equipment, planning and design services, plus much more. These related services offer a turn-key solution to all Sourcewell customers

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly reporting will offer a precise measure of our success with the Sourcewell contract
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	All of PlayPower's brands have the option for customization. Our playground engineers are able to design and customize to just about any imagination.
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA and EN standards.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. 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>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. 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 the Canadian 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. - Christine Stepp, Sales, Marketing and Contract Administrator, PlayPower, Inc.

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 contractual obligations contemplated in the bid.

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 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	<input checked="" type="checkbox"/>	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	<input checked="" type="checkbox"/>	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	<input checked="" type="checkbox"/>	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	<input checked="" type="checkbox"/>	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	<input checked="" type="checkbox"/>	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	<input checked="" type="checkbox"/>	2



CONTRACT EXTENSION

Contract Number: #010521-LTS

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc. (Vendor) 11515 Vanstory Drive, Huntersville, NC 28078 have entered into Contract #010521-LTS for the procurement of Playground and Water Play Equipment with Related Accessories and Services. The Contract has an expiration date of February 17, 2025, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of February 17, 2026. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell
DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/23/2023 | 10:52 AM CDT

PlayPower, Inc.
DocuSigned by:
W. Todd Brinker
B288C633F68749C...

By: _____
W. Todd Brinker
Title: _____
Date: 9/25/2023 | 4:14 PM CDT



EZ Docks Unlimited, LLC dba Playworld Park Solutions
 550 Highway 36
 Belford, NJ 07718
 (732) 234-7529 (PLAY)
www.playworldpark.com

Village of Scarsdale
 244 Heathcote Road
 Scarsdale, NY 10583

Attn: Alexandra Marshall – Village Manager

RE: Village of Scarsdale Insurance Requirements

Dear Alexandra,

Please accept this letter as verification that EZ Docks Unlimited, LLC dba Playworld Park Solutions as well as our subcontractor for installation have obtained notice from our insurance carriers that we will be able to meet the insurance requirements outlined below from the RFP packages for Aspen Park Playground and Willow Playground Playground Equipment upon receipt of a signed contract.

1. INSURANCE REQUIREMENTS

1. All coverage, (Village Insured or Contract Insured), required for this project shall be placed with an Insurance Company having a Best Rating of A – X or better. Insurance coverage submitted from an Insurance Company having a lesser rating shall only be permitted if approval is granted by the Village’s Risk Manager.
2. Any subcontractor(s) utilized by the selected firm shall also provide insurance coverages and an executed hold harmless agreement in favor of the Village and in accordance with this RFP.
3. Certificates of Insurance (Contractor insured)
 Contractor must provide an ACORD Certificate of Insurance naming the Village as additional insured, in form satisfactory to the Village Risk Manager, with limits:

<u>Coverage</u>	<u>Minimum Limit Per Claim/Occurrence</u>	<u>Aggregate Minimum Policy Limit</u>
Workers Compensation:	\$1,000,000	Statutory Limits
Commercial General Liability	\$1,000,000	\$2,000,000
Bodily Injury/Property Damage	\$1,000,000	\$2,000,000
Employer’s Liability	\$1,000,000	

Automobile Liability	\$1,000,000	
Umbrella Excess Liability	\$5,000,000	\$5,000,000

The following verbiage is required in the Description of Operations / Vehicles (Additional Remarks Schedule) section:

The Village of Scarsdale is additionally insured on CGL, auto, and umbrella. The umbrella or excess liability policy follow-form underlying general liability including abuse and molestation coverage and automobile liability is applicable. The insurance coverages listed shall apply as primary and non-contributory of any insurance maintained by Village of Scarsdale. Waiver of Subrogation in favor of Village of Scarsdale is included in CGL, Auto, and Workers Compensation.

Additional Comments and Provisions:

- a) Workers' Compensation (Sec. 57 W.C.L. – Form C-105.20) – ACORD Certificate will not be accepted as proof of insurance.
- b) Disability Benefits (Sec. 220(B) D.B.L.-Form DB-120.1) – ACORD Certificate will not be accepted as proof of insurance.
- c) Name the Village of Scarsdale as additional insured on CGL, Auto and Umbrella
- d) The vendor's insurance shall apply as primary and non-contributory of any insurance maintained by the Village of Scarsdale.
- e) Waiver of Subrogation provision in favor of the Village of Scarsdale is included in CGL, Auto, and WC.

1. The Contractor Execute Before A Notary Public and Deliver to the Village the Following "Hold Harmless" Agreement:

"It is agreed that the contractor shall indemnify and save harmless the Village of Scarsdale, its officers, employees and agents from and against all loses and claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recovered, by reason of any act or omission of the said contractor, his subcontractor, his agents or employees, in the execution of the work or in the guarding of it or of any failure to comply with any law, ordinance or regulation or by reason of the method or manner of doing the work provided in this contract."

Sincerely,



Holly A. Schult
Director of Operations
EZ Docks Unlimited, LLC
Playworld Park Solutions

Date: Tuesday, August 12, 2025

Re: Resolution to Award VM Contract #1327 for the Heathcote
Road Bridge Repainting Project

COVER PAGE
Engineering Department

ATTACHMENT(S):

- [Resolution](#)
- [07.29.2025 D. Goessl Memo - Heathcote Road Bridge Repainting](#)
- [Contract VM 1327 - Heathcote Road Bridge Repainting Project](#)
- [Bid Interest - VM 1327](#)
- [07.08.2025 Bid Opening Attendance Sheet](#)

Resolution Re: Awarding VM Contract #1327 for the Heathcote Road Bridge Repainting Project for Fiscal Year 2025/2026

WHEREAS, originally constructed in 1910, the Heathcote Road Bridge carries traffic over the Heathcote Bypass—formerly a railroad right-of-way and now a County-owned corridor connecting New York State Route 125 at Weaver Street and Palmer Avenue; and

WHEREAS, the Village completed rehabilitation work in Fiscal Year 2024/2025 including structural steel and concrete repairs, as well as limited steel painted in repair areas with financial assistance from the New York State Department of Transportation’s Bridge NY Program; and

WHEREAS, the Village Manager reports that public notice for VM Contract #1327 – Heathcote Road Bridge Repainting Project was duly advertised in the LOHUD Journal News on Wednesday, May 21, 2025, and that direct solicitation was also provided to multiple construction industry journals and ten vendors known to provide such services; and

WHEREAS, on the bid opening date, Tuesday, July 8, 2025, four bids were received, with the lowest responsible bid received from Amstar of Western New York, Cheektowaga, NY 14225 (Amstar); and

WHEREAS, Amstar has provided a consistent track record of performing satisfactory bridge painting services for New York State Department of Transportation, New Your State Thruway Authority, local counties and municipalities for contracts of similar size and scope; now, therefore, be it; and

RESOLVED, that VM Contract #1327 – Heathcote Road Bridge Repainting Project be awarded to Amstar of Western New York at the unit bid prices specified in the attached bid tabulation sheet, for an amount not to exceed \$830,000, subject to budgeted appropriations; and be it further

RESOLVED, that the cost of this project be charged to Capital Budget Account H-5197-963 2020-053, supplemented as necessary by fund transfers as deemed appropriate by the Village Treasurer; and be it further

RESOLVED, that the Village Manager is hereby authorized to execute VM Contract #1327 on behalf of the Village of Scarsdale with Amstar of Western New York, and to undertake all administrative acts required pursuant to the terms of said agreement.

Date: August 12, 2025



To: Alex Marshall, Village Manager

From: David A. Goessl, P.E., Village Engineer

Date: Tuesday, July 29, 2025

RE: VM 1327 – Heathcote Road Bridge Repainting Project – Recommendation of Contract Award

MEMORANDUM
Engineering Department

The Heathcote Road Bridge was built in 1910 and carries traffic traveling along Heathcote Road over the Heathcote Bypass. An original Railroad right-of-way, the Heathcote Bypass is now owned by the County of Westchester and connects New York State Route 125 at two separate locations; Weaver Street and Palmer Avenue. With financial assistance from NYSDOT's Bridge NY Program, the Village recently completed rehabilitation work to the Heathcote Road Bridge last year which including structural steel repair, concrete repair to abutment walls, pedestals, bearing pads and expansion joints. Included in the scope of work was limited steel painting for areas where structural steel repairs were made. Paint in the non-repair areas remained unimproved.

On Wednesday, May 21, 2025, the Village of Scarsdale advertised in the *LOHUD Journal News* for the receipt of bids pursuant to VM 1327 – Heathcote Road Bridge Repainting Project. Subsequently, the bid documents were directly distributed to ten contractors known to possess the requisite experience of municipal utility excavation and repair. On the bid opening date, July 8, 2025, the Village Treasurer received four bids and prepared the bid tabulation summary attached herewith. The lowest responsive bidder was received from Amstar of Western New York, Cheektowaga, NY 14225 in the total amount of \$ 830,000 inclusive of all unit bid items.

Staff has spoken to Amstar and confirmed their understanding of the bid specifications, work schedule, and overall expected project outcomes. References were also checked, with only positive feedback received. Furthermore, the bid total was within the anticipated range of cost and budgeted funds to cover related expenses. Based on this review, staff recommends awarding a contract to the low bidder as summarized above at the unit bid prices provided for on their form of proposal. The fundings source listed in FY24/25 capital project schedule, originally estimated as 1,255,000 funded through bonding, will not be used. Instead staff recommends using the available fund located in G/L account H-5197-963 2020-053 (approximately \$814,900) supplemented by additional fund transfers to meet the contract value for which the Village Treasurer may deem fit.

Accordingly, please place the attached resolution on the August 12, 2025, agenda for Village Board consideration.

Cc: Ann Scaglione, Village Treasurer
Jeffrey Coleman, P.E. Superintendent of Public Works

Village of Scardale
 Bid Opening
 For Contract VM 1327

CONTRACT:	<u>Heathcote Road Bridge Painting Project</u>		<i>D&C Contracting</i>		<i>Amstar of Western New York</i>		<i>Rover Contracting</i>		<i>Erie Painting and Maintenance</i>	
DATE:	Tuesday, July 8, 2025									
TIME:	2:00 PM									
Item	Item Description	Unit/Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Item No. 570.01	<u>Lead Exposure Control Plan</u> - Proposal to develop and implement a Lead Exposure Control Plan to protect workers.									
	1 Lump Sum @ _____ per Lump Sum (LS) \$	1 Lump Sum	25,000	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Item No. 570.02	<u>Medical Testing</u> - Proposal to perform medical testing to monitor the safety of workers with lead exposures. There is no additional payment for this item as work under medical testing will be included in the costs for Item No. 570.01. No payments shall be made for additional medical tests or laboratory analyses required due to an increase in the blood lead level of any employee above the OSHA threshold.		Non - Payment Item		Non - Payment Item		Non - Payment Item		Non - Payment Item	
Item No. 570.03	<u>Personal-Exposure-Monitoring Sample Analysis</u> - Proposal to perform monitoring and sampling for the safety of workers with lead exposures. There is no additional payment for this item as work under medical testing will be included in the costs for Item No. 570.01.		Non - Payment Item		Non - Payment Item		Non - Payment Item		Non - Payment Item	
Item No. 570.04	<u>Decontamination Facilities</u> - Proposal to provide all labor, equipment and materials to furnish and maintain one decontamination facility for lead exposure.									
	8 Calendar Weeks @ _____ per Calendar Week (CW) \$	8 CW	\$ 1,500.00	\$ 12,000.00	\$ 20.00	\$ 160.00	\$ 50.00	\$ 400.00	\$ 200.00	\$ 1,600.00
Item No. 570.09	<u>Environmental Ground Protection</u> - Proposal to provide all labor, equipment and materials to furnish and maintain environmental ground protection.									
	1 Lump Sum @ _____ per Lump Sum (LS) \$	1 Lump Sum	151,212	\$ 151,211.69	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
Item No. 570.15	<u>Class A Containment</u> - Proposal to provide all labor, equipment and materials to furnish and maintain Class B Containment for bridge painting/removal operation.									
	1 Lump Sum @ _____ per Lump Sum (LS) \$	1 Lump Sum	\$ 360,000	\$ 360,000.00	\$ 235,000	\$ 235,000.00	\$ 397,000	\$ 397,000.00	\$ 50,000	\$ 50,000.00

Village of Scardale
 Bid Opening
 For Contract VM 1327

CONTRACT:	<u>Heathcote Road Bridge Painting Project</u>		<i>D&C Contracting</i>		<i>Amstar of Western New York</i>		<i>Rover Contracting</i>		<i>Erie Painting and Maintenance</i>	
DATE:	Tuesday, July 8, 2025									
TIME:	2:00 PM									
Item	Item Description	Unit/Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Item No. 571.03	<i><u>Disposal of Hazardous Paint Removal Waste Containing Lead</u> - The unit price bid per pound of paint removal waste shall include the cost of all labor, materials, equipment, sampling, testing, and fees necessary to complete the work based on the assumption that treatment by stabilization will satisfy the applicable Federal regulations.</i>									
	815 Pounds @ _____ per Pound (Lb) \$	815 LB	\$ 10.00	\$ 8,150.00	\$ 5.00	\$ 4,075.00	\$ 1.00	\$ 815.00	\$ 2.00	\$ 1,630.00
Item No. 571.04	<i><u>Disposal of Non-Hazardous Industrial Solid Paint Removal Waste</u> - The unit price bid per pounds of paint removal waste shall include the cost of all labor, materials, equipment, sampling, testing, and fees necessary to complete the work.</i>									
	8,150 Pounds @ _____ per Pound (Lb) \$	8,150 LB	\$ 5.00	\$ 40,750.00	\$ 0.50	\$ 4,075.00	\$ 1.00	\$ 8,150.00	\$ 2.00	\$ 16,300.00
Item No. 573.01	<i><u>Structural Steel Painting Field Applied - Total Removal</u> - The lump sum price bid shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work, including the cost of providing protection against damage to public and private property during surface preparation and paint application.</i>									
	1 Lump Sum @ _____ per Lump Sum (LS) \$	1 Lump Sum	\$ 600,000	\$ 600,000.00	\$ 549,890	\$ 549,890.00	\$ 350,000	\$ 350,000.00	\$ 1,375,000	\$ 1,375,000.00
Item No. 574.01	<i><u>Structural Steel Painting: Overcoating</u> - The square foot price bid shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work, including the cost of providing protection against damage to public and private property during surface preparation and paint application.</i>									
	5,960 Square Feet @ _____ per Square Feet (SF) \$	5,960 SF	\$ 50.00	\$ 298,000.00	\$ 5.00	\$ 29,800.00	\$ 12.00	\$ 71,520.00	\$ 54.00	\$ 321,840.00
Item No. 619.01	<i><u>Basic Work Zone Traffic Control</u> - Proposal to provide all labor, materials and overhead and costs necessary to protect the work zone as well as pedestrian and vehicle traffic.</i>		Non - Payment Item		Non - Payment Item		Non - Payment Item			

Village of Scardale
 Bid Opening
 For Contract VM 1327

CONTRACT:	<u>Heathcote Road Bridge Painting Project</u>			<i>D&C Contracting</i>		<i>Amstar of Western New York</i>		<i>Rover Contracting</i>		<i>Erie Painting and Maintenance</i>	
DATE:	Tuesday, July 8, 2025										
TIME:	2:00 PM										
Item	Item Description	Unit Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
	<i>TOTAL AMOUNT OF PROPOSAL</i>			\$ 1,495,111.69		\$ 830,000.00		\$ 838,885.00		\$ 1,776,870.00	
	<i>Certified Check or Bank Check or Cash not less than 5% of total bid</i>										
	<i>Bid Bond 5% of total bid</i>		<i>Bid Bond</i>	<i>5%</i>	<i>Bid Bond</i>	<i>5%</i>	<i>Bid Bond</i>	<i>5%</i>	<i>Bid Bond</i>	<i>5%</i>	

I, Ann Scaglione, do hereby certify that the above is a true and complete listing of all bids received on this date for Contract #VM 1327.

AScaglione

7/8/2025

Signature

**VM 1327
Heathcote Road Bridge
Repainting Project
Bid Documents Received - Listing**

#	Name	Company	Telephone #	E-mail/Fax #	Pre-Bid Meeting Y/N?	Proposal Submitted?
1	Ralph Romano ralphpa@romano@gmail.com dnccontractors@yahoo.com	D & C Contracting 111 N. Central Park Avenue – Suite Hartsdale, New York 10530	914 358-5440 (o) 914 413-5915 ©		<i>Emailed Bid Document</i>	Yes
2	Jim Serafin jims@cisleads.com	CIS Leads 170 Kinnelon Road Kinnelon, NJ 07405	(973) 492-0509 x:332		<i>Emailed Bid Document</i>	n/a
3	George Papanicolaou Branch Manager C.Torres@SchnellContracting.com	United Rentals Trench Safety 5 Alexander Dr Wallingford CT 06492	203-881-8321 203-985-5447		<i>Emailed Bid Document</i>	n/a
4	Henri Bradshaw henri.bradshaw@constructconnect.com	constructconnect	513-458-5815		<i>Emailed Bid Document</i>	n/a
5	Michele Masso Procurement Manager mmasso@alliedpaintinginc.com	Allied Painting Inc 1330 N. Black Horse Pike Williamstown, NJ 08094	(856) 429-3400	856-429-0696	<i>Emailed Bid Document</i>	No
6	Patricia Manarin publicrecords@deltek.com	Deltek, Inc. 2291 Wood Oak Drive Herndon VA 20171			<i>Emailed Bid Document</i>	n/a
7	Yvonne Robinson yvonne@nucopainting.com	Nuco Painting 2965 Horseblock Road Medford, NY 11763	631-467-6602		<i>Emailed Bid Document</i>	No
8	Abhe & Svoboda, Inc. Estimating Assistant donnell.hauck@abheonline.com	Abhe & Svoboda, Inc. 18100 Dairy Lane Jordan, MN 55352	(952) 447-6025	(952) 447-1000	<i>Emailed Bid Document</i>	No
9	Chris Nachreiner Project Manager cnachreiner@eriepaint.com	Eric Painting and Maintenance, 999 Rein Rd #3 Buffalo, NY 14225	716-634-6746 716-289-1520		<i>Emailed Bid Document</i>	Yes
10	Georgios Bellos georgeb@rovercontracting.com knewkirk@rovercontracting.com	Rover Contracting inc. 251 Upper north Rd Highland NY 12528	845-834-2620 845-532-5066		<i>Emailed Bid Document</i>	Yes
11	Susan Vanderbush svanderbush@amstarwny.com	Amstar of WNY, Inc. 825 Rein Road Cheektowaga, NY 14225	(716) 983-2010 (716) 253-6611		<i>Emailed Bid Document</i>	Yes
12	info@titanindustrialservices.com	Titan Industrial Services 4054 North Point Rd Baltimore, MD 21222	(410) 477-1857		<i>Emailed Notice to Bidders</i>	No
13	info@jagdconstruction.com	Jagd Construction 545 Coitsville-Hubbard Rd Youngstown, OH 44505	(330) 506-1294		<i>Emailed Notice to Bidders</i>	No
14	atlaspaint@hotmail.com	Atlas Paint 465 Creekside Dr West Amherst, NY 14228	(716) 564-0490		<i>Emailed Notice to Bidders</i>	No

SCARSDALE
1701
NEW YORK

To: Alex Marshall, Acting Village Manager

From: Ann Scaglione, Village Treasurer

Date: Tuesday, July 08, 2025

RE: Bid Opening Attendance Sheet

MEMORANDUM
Treasurer's Office

Bid Opening Date: 7/8/2025
Bid Opening Time: 2:00 pm
Contract Number 1327
Contract Name Heathcote Road Bridge Painting Project
Bid Opening Location Trustee's Room

Treasurer's Office Attendee Ann Scaglione, Village Treasurer

Attendance: Name, Company, Contact, Email

Leon Hatzipetros, Amstar of Western NY 716-863-0937

Keith Newkirk, Rover Contracting 845-834-2620

Alfredo Colon, D&C Contracting 914-358-5440



Date: Tuesday, August 12, 2025

Re:

Resolution to Accept a Gift of a Sport Equipment Shed from
Scarsdale Youth Football

COVER PAGE

***Department of Parks, Recreation
and Conservation***

ATTACHMENT(S):

- [Resolution](#)
- [08.07.2025 B. Gray Memo - Proposed Gifting of Storage Shed at Crossway Field](#)
- [Proposal from Stoltzfus Structures for a 10x10 A-Frame Shed](#)
- [Email from R. Philipps - Gifting of Shed](#)

Resolution Re: Acceptance of Gift – Sport Equipment Shed from Scarsdale Youth Football

WHEREAS, pursuant to Policy #106: “Gifts to the Village of Scarsdale” of the Village of Scarsdale Administrative Policies & Procedures Manual, acceptance of all gifts valued at \$500 or greater must be approved by the Village Board of Trustees; and

WHEREAS, the Department of Parks, Recreation and Conservation contracts with Scarsdale Youth Football to plan, organize and administer Youth Football Programs for the Village of Scarsdale, consisting of both flag and tackle programming for children in grades Kindergarten through 8th Grade; and

WHEREAS, an increase in participant numbers has necessitated the need for additional equipment such as pylons, tackle dummies, and blocking pads necessary for a successful football program; and

WHEREAS, Scarsdale Youth Football wishes to gift the Village one (1) 10 ft. x 10 ft. A-frame storage shed, to be placed adjacent to the existing 10 ft. x 10 ft. shed by the tennis courts at Crossway Field, to provide additional space for equipment storage including set-up equipment for the field; and

WHEREAS, the new shed is to be purchased from Stoltzfus Structures and will match the existing shed in size and color scheme, and the existing location allows for installation without requiring a new base or additional site work; and

WHEREAS, the Village Department of Public Works, in conjunction with the Department of Parks, Recreation and Conservation, will provide the necessary labor to install the shed at Crossway Field; and

WHEREAS, the total estimated value of the shed is \$4,460, with Scarsdale Youth Football purchasing the shed directly and donating it to the Village for ongoing ownership and maintenance; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby accepts the gift of one (1) 10 ft. x 10 ft. storage shed from Scarsdale Youth Football, to be placed at Crossway Field for the purpose of storing football equipment; and be it further

RESOLVED, that the Village Board of Trustees hereby extends its gratitude to Scarsdale Youth Football for their generosity and support of the community.

Date: August 12, 2025

SCARSDALE
1701
NEW YORK

To: Alex Marshall, Village Manager

From: Brian Gray, Superintendent PRC

Date: Thursday, August 07, 2025

RE: Acceptance of Gift – Sports Equipment Shed Scarsdale Youth Football

MEMORANDUM
*Department of Parks,
Recreation and Conservation*

The Department of Parks, Recreation and Conservation (PRC) contracts with Scarsdale Youth Football to plan, organize, and administer youth football programming for the Village of Scarsdale. These programs include both flag and tackle football opportunities for children in grades Kindergarten through 8th Grade. In recent years, participation has grown significantly—particularly in flag football—resulting in an increased need for additional equipment and appropriate storage space at Crossway Field to support both practice and game-day operations.

Examples of essential football program equipment include pylons, tackling dummies, and blocking pads, among other items. To accommodate the expanded inventory of supplies, Scarsdale Youth Football proposes to donate a new 10 ft. x 10 ft. storage shed to be placed at Crossway Field, adjacent to the existing equipment sheds near the tennis courts.

Historically, the Village has accepted similar storage shed donations from Independent Sports Organizations (ISOs) that utilize Village athletic fields. These sheds—installed at Crossway Field, Supply Field, and the Crossway Overflow Parking Lot—are consistent in size and color scheme, maintaining visual uniformity across Village recreational facilities.

Pursuant to Internal Control Policy #106: “Gifts to the Village of Scarsdale” as outlined in the Village of Scarsdale Administrative Policies & Procedures Manual, any gift valued at \$500 or greater must be formally accepted by the Village Board of Trustees. The estimated value of the proposed shed, which will be purchased by Scarsdale Youth Football from Stoltzfus Structures, is \$4,460. Upon acceptance of the gift, the shed will be installed by the Village Department of Public Works in coordination with the Department of Parks, Recreation and Conservation.

Following installation, the storage shed will become Village property, and all future maintenance, including repairs, painting, and general upkeep, will be the responsibility of the Village, consistent with the treatment of other ISO-donated structures located on Village property.

The Department of Parks, Recreation and Conservation recommends acceptance of this gift from Scarsdale Youth Football to enhance and support the continued growth of youth athletic programming in the Village.



PROPOSAL

Proposal is valid for 30 days.

www.mysheds.com

E: info@mysheds.com

P: (610) 593-7700

HIC # PA024682

Date
Jul 30, 2025

Quote #
Q-60249

Address	312 Mamaroneck Road Scarsdale, 10583 NY		
Prepared For	Richard Philipps	Rep	Danielle Stoltzfus
Phone	9145226593	Rep Phone	(610) 593-7700
Email	richard.philipps@fhnfinancial.com	Rep Email	danielle@mysheds.com

COLORS

Structure	Trim	Roof	Shutters	Doors	Windows	Garage Door
Dark Gray	White	Charcoal Gray				

ITEMS

Product	Qty	Sales Price	Total Price
10 x 10 A-Frame Shed STANDARD FEATURES INCLUDE: - 4x4 Pressure Treated Foundation Runners - 2x4 Floorjoist with 5/8" Smart Finish Wood Flooring - 2x4 Wall Studs 16" OC - 1/2" Painted Smartside Wood Siding - (2) 18x27" Sliding Windows with Screens - 5' Double Hinged Door w/Aluminum Floorguard - 2x4 Rafters 16" OC - 1/2" Wood Sheating on Roof - Tar Paper - 30 Yr Architectural Shingles	1.0	\$4,250.00	\$4,250.00
Upgrade to Pressure Treated Floor Joists	1.0	\$100.00	\$100.00
Credit for no windows	2.0	(\$50.00)	(\$100.00)
Pair of Gable Vents- (One Each Gable)	1.0	\$80.00	\$80.00
5' Wide Ramp	1.0	\$130.00	\$130.00
(Delivery cost included in starting price) Delivery to Location Including:: -Delivery with hauling permits and escorts as needed -Placement of structure with Specialized Mule Machine https://youtu.be/HOFRAI40R98?si=sULEVO7gcZAR3XY8 NOTE!! \$500 Charge to be applied if delivery driver needs to take down fence. (Customer is responsible for reassembly of fence)	1.0	\$0.00	\$0.00
Payment Terms: 50% deposit required at time of order. Deposits can be charged to Visa/Mastercard/Discover with a max credit card charge	1.0	\$0.00	\$0.00

Product	Qty	Sales Price	Total Price
of \$10,000. Balance due by Check or Cash upon delivery of the structure and paid to delivery driver.			

Subtotal \$4,460.00

Sales Tax \$0.00

Total \$4,460.00

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

SIGNATURE _____

DATE _____

Brian Gray

From: Philipps, Richard <Richard.Philipps@fhnfinancial.com>
Sent: Thursday, August 7, 2025 7:49 AM
To: Brian Gray; John Holt
Subject: Shed at Crossways Field
Attachments: 10x10 A-Frame Shed.pdf

CAUTION: External sender.

To Whom It May Concern,

The Scarsdale Youth Football Program would like to donate a 10x10 Shed to the Scarsdale Village. The shed will be the exactly the same shed that is currently there. We will be able to use the new shed as additional space for Football equipment including the use of all Rec equipment to set up field. The shed doesn't need any base so therefore there will be no need for any additional work. The shed will go right next to the current 10x10 shed by the tennis court. Since the current shed is right next to a tree the New Shed would simply go to the right of the current structure. Thank you for your consideration.

Richard "Rippy" Philipps
President of Scarsdale Youth football Association

Richard "Rippy" Philipps

Senior Vice President

250 East Hartsdale Avenue, Suite 25, Hartsdale, NY 10530
212.418.6733 (o) | 914.522.6593 (c)
richard.philipps@fhnfinancial.com



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Date: Tuesday, August 12, 2025

Re: Resolution to Authorize the Village Treasurer to Make Final Year-End Budget Adjustments for the Fiscal Year Ending May 31, 2025 - Trustee Kofman

COVER PAGE
Treasurer's Office

ATTACHMENT(S):

- [Resolution](#)
- [07.30.2025 Memo from A. Scaglione re FY2025 Budget Adjustments](#)

Resolution Re: Year End Modifications for the 2024-2025 Operating Budget

WHEREAS, the Village Treasurer is responsible for the orderly recording of all finances associated with the operations of the Village; and

WHEREAS, to close the financial records for the fiscal year ending May 31, 2025, certain budget adjustments, transfers and amendments may be required; and

WHEREAS, this Village Board wishes to provide the Village Treasurer with the authorization to perform all necessary budget adjustments, transfers, amendments and fund balance adjustments in order to produce a balanced budget for the fiscal year ending May 31, 2025; and

WHEREAS, the following entries are required for the fiscal year ending May 31, 2025:

Library Fund

G/L Account Number	Account Description	Increase	Decrease
L-1000-026 3503-0	St Grants	14,060	
L-1000-030 2838-0	Trans From Gift Fund	26,190	
L-7410-ADMIN-ADMIN-100 1	Personal Services	25,000	
L-7410-ADMIN-ADMIN-100 13	Personal Services P/T	17,953	
L-7410-ADMIN-ADMIN-200 20	Equipment	24,154	
L-7410-ADMIN-ADMIN-400 499	Contractual Expense		40,000
L-7410-ADMIN-MAKER-100 13	Personal Services P/T	10,000	
L-7410-ADMIN-SPCL-500 1980-.4	Pymt MTA Payroll Tax	1,000	
L-7410-ADULT-REF-400 425	Books & Periodicals	40,102	
L-7410-ADULT-REF-400 482	Binding	2,430	
L-7410-CHILD-REF-100 1	Personal Services		1,500
L-7410-CHILD-REF-100 12	Personal Services O/T		5,000
L-7410-CHILD-REF-100 13	Personal Services P/T	7,500	
L-7410-CIRC-INV-100 13	Personal Services P/T	2,500	
L-7410-CIRC-MTRLS-100 1	Personal Services		34,500
L-7410-CIRC-MTRLS-100 13	Personal Services P/T	7,500	
L-7410-FAC-BLDG-400 414	Maint Supplies	2,500	
L-7410-FAC-BLDG-400 460	Repairs to Equipment		8,000
L-7410-FAC-BLDG-400 461	Repairs to Buildings		15,000
L-7410-FAC-BLDG-400 484	System Maint Westlynx	18,000	
L-7410-FAC-BLDG-400 499	Contractual Expense	15,000	
L-7410-FAC-GRNDS-400 483	Care of Grounds		363
L-7410-TEEN-REF 12	Personal Services O/T	2,500	
L-7410-TEEN-REF 13	Personal Services P/T		2,500

RESOLVED, that the Village Treasurer is hereby authorized to make all necessary adjustments, transfers and amendments to the FY 2024-2025 operating budget revenue and expenditure accounts required to produce a balanced budget.

Date: August 12, 2025



To: Alexandra Marshall, Village Manager

From: Ann Scaglione, Village Treasurer

Date: Wednesday, July 30, 2025

RE: FY25 Budget Adjustments

MEMORANDUM
Treasurer's Office

To facilitate the closing of the FY25 financial records, I am requesting the attached budget resolution be considered by the Village Board at the August 12, 2025 meeting.

These adjustments to our FY25 Adopted Budget account for the following:

1. Library Fund - Revenue:
 - a. Increase State Grant Revenue by \$14,060 to reflect funds received from the NYS Department of Education
 - b. Increase Receipt from Gift Fund by \$26,190 to reflect the transfer of funds from the Trust and Agency fund
2. Library Fund – Expense:
 - a. Transfer of funds to between cost centers to account for actual expenditures

Please feel free to contact me with any questions or comments.

Date: Tuesday, August 12, 2025

Re: Resolution to Authorize Sale of Property and Easement to
NYSDOT for Post Road Traffic Signal Project - Trustee Kofman

COVER PAGE

Department of Public Works

ATTACHMENT(S):

- [Resolution](#)
- [07.31.2025 J. Coleman Memo - NYSDOT Property Compensation](#)
- [08.06.25 S. Shallo Supplemental Memo - NYSDOT Resolution Format](#)
- [07.09.2025 NYSDOT Letter - Property Acquisition at Route 22\) and Edgewood Road](#)
- [NYSDOT Agreement](#)
- [NYSDOT Agreement Supplement](#)
- [NYSDOT Information Sheet - How Property is Acquired in New York State](#)
- [NYSDOT Acquisition Fact Sheet](#)
- [Post Road Property Compensation Plan Set](#)

RESOLUTION

Resolved at the regular meeting of the Governing Board of Directors or Governing Body of The Village of Scarsdale ratifying Agreement and designating officer(s) or proper party(ies) to execute closing papers on its (their) behalf, on August 12, 2025, the following

Resolution was adopted, offered by _____, and seconded by _____ and passed by The Village of Scarsdale governing board

that Alexandra Marshall, Village Manager (title) of The Village of Scarsdale be empowered to execute the Agreements and any subsequent papers which might be required to secure payment of this claim:

Proceeding 15653, PIN 8131.32.201, S.H. 5606, Maps 47 & 48 , Parcels 48 & 49.

Resolution carried,

(Signature)

(Title)

I, _____, _____ (Title) of The

Village of Scarsdale governing board hereby certify that the above Resolution was passed by The Village of Scarsdale and that this is a true and exact copy thereof.



To: Alexandra Marshall, Village Manager

From: Jeffrey C. Coleman, PE, Superintendent of Public Works

Date: July 31, 2025

Re: NYSDOT Property Compensation – Intersection of Route 22
(Post Road) and Edgewood Road

MEMORANDUM
Department of Public Works

The Department continues to assist the New York State Department of Transportation with their work to install a traffic signal at the intersection of Route 22 (Post Road) and Edgewood Road. As part of that project, it is necessary for NYSDOT to acquire Village property both in Fee and a Temporary Easement for construction. The attached plan GNP-1 indicates the areas to be acquired: "TE" designates the Temporary Easement area, "FEE" designates the area to be taken permanently. Plan TSP-1 shows the traffic signal plan itself.

As part of the real estate process, NYSDOT Office of Right of Way officials met with the Village Assessor and I at the subject property to review the scope of the takings. Following that meeting, NYSDOT prepared the acquisition maps and forwarded the attached offer letter. The total offer is \$23,025.00 based on the amount of the highest appraisal. I have discussed with the Village Assessor and we concur with the value. The total area to be taken from the Village in fee is 274 square feet (0.0063 Ac). The total area of Temporary Easement is 435 square feet (0.01 Ac). The land currently contains an asphalt path between Post Road and Windsor Lane. This pathway will continue to exist at the completion of the project.

If the Village Board concurs, NYSDOT requires the attached resolution from the Village Board and completion of the agreement.

Cc: Village Assessor



To: Alexandra Marshall, Village Manager
From: Stephen Shallo, Deputy Village Manager
Date: August 06, 2025
Re: NYSDOT Property Compensation – Resolution

MEMORANDUM
Village Manager

The NYS Department of Transportation supplied a pre-formatted resolution for the Board of Trustees concerning a property compensation matter to be discussed at the upcoming August 12th meeting of the Board of Trustees. Although the resolution is different from the standard used by the Village of Scarsdale, NYSDOT requires the Village to complete the document should the Board of Trustees accept the agreement.

Cc: Superintendent of Public Works



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

JAMES RUSAK, P.E.
Assistant Commissioner
Regional Affairs and Asset Management

July 9, 2025

Village of Scarsdale
Attn: Jeff Coleman, DPW Superintendent
1001 Post Road
Scarsdale, NY 10583

Subject Property Address: The intersection of Route 22 and Edgewood Road

**Re: Proc 15653
PIN 8131.32.201
SH 5606, Tuckahoe – White Plains, Part 2
Map(s): 47 & 48
Parcel(s): 48 & 49
Village of Scarsdale
Town of Scarsdale
County of Westchester**

Dear Village of Scarsdale:

The New York State Department of Transportation (NYSDOT) is progressing the above captioned project and we are now able to extend an offer of just compensation to you for your property as described in the attached map. Our offer, based on the amount of our highest approved appraisal, is **\$23,025.00 (Twenty Three Thousand Twenty Five and 00/100 Dollars)**.

To assist you with your review of our offer, enclosed please find the following documents:

- 1) **EXPLANATION OF ACQUISITION & OFFER OF SETTLEMENT (ROW 265-1)**
- 2) **HOW PROPERTY IS ACQUIRED IN NEW YORK STATE (ROW 432a)**
- 3) **ACQUISITION FACT SHEET (ROW 431a)**
- 4) **APPROPRIATION MAP(S)**: This map depicts the area and interest the Department is acquiring. The map became official upon filing with the Department of Transportation on **July 7th, 2025**. After you have had a reasonable opportunity to consider the offer stated above, we will record this map with the County Clerk's Office where the property is located whereupon title will transfer from you to the State of New York; you will be notified of this by personal service or certified mailing of a Notice of Appropriation and map.
- 5) **PLAN SHEET**
- 6) **DESCRIPTION OF PROJECT**
- 7) **AGREEMENTS**: By law, you may receive your compensation either as an advance payment on your claim by signing and returning the enclosed Agreement for Advance Payment, or as a full settlement of your claim by signing an Agreement of Adjustment and Release of Owner (which will be provided upon request).

(a) If you sign the enclosed Agreement for Advance Payment, you may collect the amount stated on the agreement, plus applicable interest, and negotiate for additional compensation, if warranted and justified. The Agreement for Advance Payment provides you with the right to file a claim with the Court of Claims, within a three-year period from the date the Department delivers you a Notice of Appropriation. Your failure to file a claim in the Court of Claims within the three years shall be automatically deemed an acceptance of the amount paid as full settlement of your claim.

(b) If you sign the Agreement of Adjustment and Release of Owner, this settles your claim for the offered amount, plus applicable interest, and waives your right to file a claim in the Court of Claims. Please note that this agreement is not included in this offer package but is available upon request.

For either type of agreement, please execute all four (4) originals in the presence of a notary public. Keep one original for your file and return the other three (3) in the enclosed postpaid envelope.

- 8) **INTEREST SUPPLEMENT TO AGREEMENT (ROW 21-8)** – This is an informational sheet explaining how interest is calculated on the offered amount and will be attached to the agreements if applicable to your specific appropriation.
- 9) **REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (W-9)** – This form is used to collect your Social Security/Tax Payer Identification number.
- 10) **STAMPED, SELF-ADDRESSED ENVELOPE** for return of the signed agreements and other completed documents.
- 11) **RESOLUTION** – to be completed by designated officer(s) or proper part(ies) to execute the agreements and closing papers on your behalf.

Please be advised that before we can issue a check for your property, the following steps must be completed:

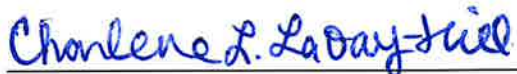
- (a) The Department must take title to the property by recording the appropriation map with the County Clerk where the property is located.
- (b) The Department must receive three (3) copies of the signed agreement from you containing original signatures, signed in the presence of a notary (retain one (1) for your records). The agreement must be approved by the Commissioner or his/her designee and, in certain instances, the Office of the New York State Comptroller.
- (c) IRS Form W-9 must be properly executed and returned.
- (d) The Department must verify payment of taxes for Tax Map Parcel **07.01.220** *Note that if a tax was a lien on the date of vesting, proof of payment of all installments is required.

Any additional required documents needed to issue payment not already included in this package will be provided to you after the Department receives a signed agreement.

Please also note that pursuant to New York State Eminent Domain Procedure Law §304(e)(2), the Department may make a deposit in the amount of our highest approved appraisal of your property if federal funds are involved in the project and the Department determines that it is necessary to proceed with a construction contract without delay. Such a deposit complies with federal laws, rules, and regulations. You will be notified if a deposit has been made and you may apply to receive the deposited funds.

I will contact you soon to further discuss the materials enclosed and answer any questions you may have. In the meantime, should you wish to contact me, I can be reached at 845-437-5156 or by e-mail at charlene.laday-hill@dot.ny.gov . Thank you.

Sincerely,



Charlene L. LaDay-Hill
Charlene L. LaDay-Hill
Real Estate Specialist 1

Enclosures

cc: Acquisitions Management Bureau, POD 41
File

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY
REGION 8

EXPLANATION OF ACQUISITION/OFFER OF SETTLEMENT

PIN: 8131.32.201 **PROC#:** 15653 **DECL:** 1534
SH: 5606 **PROJECT:** Tuckahoe-White Plains, Part 2
COUNTY: Westchester **CITY/TOWN:** Scarsdale **VILLAGE:** Scarsdale
MAP(S): 47 & 48 **PARCEL(S):** 48 & 49
CLAIMANT: Village of Scarsdale

EXPLANATION OF ACQUISITION

Map 47 Parcel 48 is a FEE with four sides & an area of 274± square feet (sf). Irregular in shape, the FEE is located at the west end of the subject property along Post Road a.k.a Route 22. The FEE area starts at the Point of Beginning (P.O.B.) on the Highway Boundary (HB) curving southwest with a length of 24± feet (ft) and a radius of 33± ft, then angles southwest 25± ft, moving slightly southeast 8± ft, then angles northeast 48± ft back to the P.O.B. The FEE is needed for purposes of highway safety enhancement.

Map 48 Parcel 49 is a Temporary Easement (TE) with multiple sides & an area of 435± square feet (sf) (0.010± acre). Irregular in shape, the TE is located at the west end of the subject property along Post Road a.k.a Route 22. The TE area starts at Point of Beginning (P.O.B.) on the Highway Boundary (HB) moving west 15± feet (ft), curving northwest with a length of 22± feet (ft) and a radius of 38± ft, angling northeast 20± ft, curving northeast with a length of 7± feet (ft) and a radius of 33± ft, moving southwest 25± ft, then east 8± ft, then south 7± ft back to the P.O.B. The TE is needed for purposes of a work area for use during construction or reconstruction of a highway.

Offer of Settlement

1. Direct Damages	\$18,025.00
2. Indirect Damages	\$0.00
3. Rental Value - Temporary Easement	\$5,000.00
<i>Total Damages - Just Compensation</i>	\$23,025.00

Description of Project

The New York State Department of Transportation is preparing to acquire real property for this project in order to enhance safety and accessibility at the Route 22 crossing in the Village of Scarsdale, Westchester County.

The above value represents the amount of our highest approved appraisal, developed in accordance with appraisal standards as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). If you are satisfied with our explanation of the acquisition and wish to settle your claim with the State, you may request that we send you the Agreement of Adjustment and Release of Owner for execution. If you wish to leave your claim open and still collect the offered compensation, you may execute all three of the enclosed Agreement for Advance Payment documents, keeping one for your records and returning two in the self-addressed envelope provided. Once we receive your signed agreement and the closing papers have been completed and processed, payment can be made to you.

Please note that, in making this offer and any subsequent payment, the Commissioner of Transportation and the State of New York reserve certain rights, as explained in this paragraph. If, in the course of the construction of this project or the use or occupation of the property by the State or its authorized agents, it is discovered that hazardous or contaminated materials are present on any portion of the property in which the State is acquiring an interest, and such condition requires remediation by the Department of Transportation and/or some other State agency, the Commissioner and the State shall have the right to assert any claim, fine or penalty authorized by law against you or any other person or entity who owned, occupied or used the property, or caused such contamination, prior to the State's acquisition. This includes the right to assert a claim against any payment made pursuant to either of the enclosed Agreements or any subsequent payment, including any court award or settlement.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY

AGREEMENT FOR ADVANCE PAYMENT

PIN **813132201**

PROC **15653**

PROJECT **SH 5606, Tuckahoe-White Plains, Part 2**

MAP(S) **47; 48**

PARCEL(S) **48; 49**

COUNTY **Westchester**

TOWN/CITY **Scarsdale**

VILLAGE **Scarsdale**

THIS AGREEMENT, made this _____ day of _____, _____, between

**Village of Scarsdale
1001 Post Road
Scarsdale, NY 10583**

hereinafter referred to as "Claimant," and the **COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK**, hereinafter referred to as "the State," pursuant to statute,

WITNESSETH:

WHEREAS, pursuant to the aforementioned statute, the State is appropriating or has appropriated, for the purpose of the above-identified project, certain property shown and described on the above-designated map(s), and

WHEREAS, the Claimant represents that Claimant is or was at the time of said appropriation the owner of the property affected by said appropriation or of some right, title, or interest therein, and

WHEREAS, the value of the property appropriated, and legal damages caused by said appropriation, as set forth in paragraph numbered 1 below, cannot be agreed upon, and

WHEREAS, the State is willing to pay an amount equal to the amount determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by said appropriation, as so set forth in paragraph numbered 1 below, on the terms and conditions hereinafter stated,

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The State will pay to the Claimant the sum of **Twenty Three Thousand Twenty Five and 00/100 Dollars (\$23,025.00)**, the amount hereby determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded.
2. The Claimant agrees, as a prerequisite to such advance payment, to execute and deliver or cause the execution and delivery to the Attorney General of all formal papers which the Attorney General deems reasonably necessary, which will be identified upon written request by the Claimant to the Department of transportation, to authorize payment and to secure to the State a full release of all claims (other than the claim of Claimant) by reason of the aforementioned appropriation, including claims by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or channels, streets, roads, highways, or public or private rights of way, if any, adjacent to or abutting on the above-mentioned property required for the purposes of said project.
3. Payment is to be made hereunder only upon approval of this Agreement by the Comptroller of the State of New York or the Director of Right of Way and upon certificate of the Attorney General of the State of New York as required by law.
4. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private rights-of-way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.
5. This Agreement is also exclusive of claims, if any, (other than the claim of Claimant) for the value of or damage to easements and appurtenant facilities for the construction, operation, and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer, and railroad lines.
6. The Claimant hereby reserves the right to file a claim with the Court of Claims, or, if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that such reservation shall not extend or affect in any way the time limited for the filing of such claim as provided for in the Eminent Domain Procedure Law.

7. It is agreed that, if the Court of Claims finds the value of the property appropriated and legal damages caused by said appropriation as set forth in paragraph numbered 1 above is equal to or exceeds the advance payment made hereunder, the amount of such advance payment shall be deducted from the amount so found by the Court and the award of said Court shall be in the amount of the excess, if any, over and above said advance payment. It is also agreed that no interest shall be allowed in such award on the amount of such advance payment. In the event the amount so found by the Court is less than the amount of said advance payment, upon the filing in the office of the Clerk of the Court of Claims of a Certified copy of this agreement together with Certification by the Comptroller of the State of New York of such payment and upon application made to the Court on at least eight days notice to Claimant, the Court shall direct the Clerk to enter judgement dismissing the claim and awarding to the State the difference between the awards as found by the Court and the amount of said advance payment with appropriate interest. It is further agreed that in any trial of a claim that may be filed by the claimant, neither the determination of the Commissioner of Transportation, as hereinabove set forth, nor any data, estimates or appraisals made or prepared in support thereof, shall be evidence of the value of the claim or of the property affected by said claim.

8. Interest will be paid on the cash payment herein provided for according to the conditions in ROW 21-8, Interest supplement to Agreement, attached and made a part hereof.

9. It is understood and agreed by and between the parties hereto that, pursuant to statute, if no claim is filed by Claimant in the Court of Claims within the statutory time limit set forth in the Eminent Domain Procedure Law, then, upon the expiration of that time, this agreement for advance payment shall automatically become an Agreement of Adjustment in full and complete settlement of all claims as referred to in Paragraph #1 hereof without further ratification, approval or consent by Claimant and Claimant shall be deemed to have released Claimant's claim against the State without further acquittance, receipt or satisfaction therefor in consideration of the payment made hereunder.

10. This Agreement is exclusive of claims, if any, for payment of allowable moving expenses of owners, occupants or tenants of residential and commercial property and is also exclusive of any claims of Claimant for pro-rata payment of all real property taxes, water and sewer rents, levies or charges paid or payable to a taxing entity as provided for by the above designated statute.

11. This Agreement is made exclusive of the rights, if any, of any and all persons other than the claimant of, in and to any and all mines, minerals and mineral ore, quarries, petroleum deposits, or any lease covering oil, gas or mineral rights.

12. It is understood and agreed by and between the parties hereto that any occupancy beyond 24 months from the date of vesting by the State of New York will result in an additional payment at a rate of \$208.33 per month, until the State files a certificate of termination or the current property owner divests itself of its interest in the property, whichever is earlier. A final payment for this occupancy will be made upon the termination of the easement pursuant to Highway Law Section 30(20) by the filing of the Certificate of Termination.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Claimant(s)

BY: ✓

ITS: ✓

Village of Scarsdale

Title

STATE OF NEW YORK

COUNTY OF ✓) ss.:

On the ✓ day of ✓ in the year ✓, before me, the undersigned, a Notary Public in and for said State, personally appeared ✓, personally known to me or proved to me on basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

✓

(Notary Public)

APPROVED:

COMMISSIONER OF TRANSPORTATION
FOR THE PEOPLE OF THE STATE OF NEW YORK

By: _____
(for the State Comptroller)

By: _____
(Director of the Office of Right of Way)

Land Contract No. _____

ROW 21-8 (11/02)

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY
PROPERTY ACQUIRED BY APPROPRIATION
INTEREST SUPPLEMENT TO AGREEMENT**

Lawful interest will be paid on the amount you are entitled to receive under this Agreement. State law governs the amount of interest you are entitled to and how that interest is calculated.

Interest payments are determined as follows:

1. Interest shall begin to accrue on the amount payable to you under this Agreement from the earlier of:

- a. The transfer of title to the State by the filing of an appropriation map in the office of the County Clerk in the County where the property is located; or
- b. The date upon which the State or its contractors enter the property for construction purposes, if title has not been already transferred to the State by the filing of the appropriation map as in a. of this paragraph.

2. Interest shall be paid at a rate established by statute. Current law applying to your claim requires that, unless the State has deposited the amount you are entitled to receive under this Agreement into a Special Eminent Domain Account (the "Special Account"), the State will pay interest at a rate not to exceed 9 per cent per annum (simple interest and not compounded). If your money has been deposited into the Special Account, you will be paid interest at a rate to be determined by the State Comptroller based upon the rate of interest earned by the Special Account during the period of deposit. Please note that the rate of interest earned by the Special Account may be significantly less than 9%.

3. The State is not required to pay interest, and interest will be suspended on the amount due under this Agreement, if:

- a. You notify the State in writing that you reject the offer of compensation contained in this Agreement; or
- b. You fail to notify the State in writing within 90 days from the date upon which you receive this Agreement that you accept the offer of compensation under the terms contained in this Agreement; or
- c. You fail to return the agreement and/or the closing papers provided to you, or the other proofs required by the State (collectively, the closing papers and other proofs are hereafter referred to as the "Closing Papers") within 90 days from the date upon which you receive the Closing Papers, and your failure is unreasonable.

4. The interest suspensions described in paragraph 3. of this supplement shall continue until such time as you accept the State's offer, or you return the Agreement and/or all of the Closing Papers supplied to you, properly executed in a manner satisfactory to the State, whichever is applicable.



NEW YORK STATE DEPARTMENT OF TRANSPORTATION

HOW PROPERTY IS ACQUIRED IN NEW YORK STATE

The acquisition of property required for a public improvement occurs only after an extensive, coordinated process that includes careful planning, engineering and design. This leads to a determination of property that is needed to construct a public improvement. You may have attended one or more of the public hearings as part of the overall process.

When it is necessary for the Department to acquire private property, a detailed map is prepared to illustrate the extent of right of way needed from each property. Concurrently, a title search is conducted to determine the ownership interests in the property along with any liens and encumbrances. Title to the property is transferred to the State when the map is filed with the County Clerk's Office in the county in which the property is located. ***Before any transfer of title takes place, the law requires the State make an offer in writing for Just Compensation, which is based on the amount of the State's highest approved appraisal.***

An appraisal is prepared either by Department or Consultant Appraisers, each of whom have had extensive experience in the valuation of real estate as well as having received special training in valuing property affected by eminent domain proceedings. You will be offered the opportunity to accompany the appraiser during the inspection of your property. In completing the appraisal, the Appraiser will analyze market conditions and prices at which properties similar to yours are sold. With your offer, you will receive a summary statement explaining the Just Compensation established and the basis for the valuation. If we are unable to arrive at an agreement in full settlement of your claim, you will have the option to collect an advance payment of the Just Compensation offered and continue negotiations. Agreeing to accept an advance payment affords you the time and opportunity to present additional information for consideration which you may feel has a bearing on the appraised value. Ultimately, you have the right to file a claim with the State Court of Claims if a full settlement cannot be reached. The Department representative assigned to your claim will explain the options for agreements and methods of payment at the time the offer is extended.

Occasionally, a claimant may refuse or fail to accept the State's offer, and the Map is still filed. In that case, if federal money is in any phase of the project, the amount offered will be deposited in a variable rate interest bearing account. Depositing the amount of the State's offer is considered to be the legal equivalent of payment to you and allows the State's Contractor to enter upon your property for construction even though you have not signed an agreement. To withdraw the amount deposited, a claimant must either sign an Agreement or formally request of the Court of Claims a distribution of the funds held in the interest bearing account. If there is no federal money in any phase of the project, the amount offered will not be deposited, but will accrue interest from the date the map is filed in accordance with State Law. In this situation, the filing of the map will allow the State's Contractor to enter upon your property for construction even though you have not signed an agreement.

Our acquisition process is not a routine real estate transaction, nor one which most people will experience. We expect you will have concerns and questions and we want to reassure you that our trained, professional staff will make themselves available to discuss the variety of issues that arise and assist you *throughout*.

The Office of Right of Way at the Department of Transportation

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

ACQUISITION FACT SHEET

Our acquisition process is not the routine real estate transaction to which most people are accustomed and it is anticipated there will be many questions. This fact sheet is provided to identify the many terms which you will encounter throughout our correspondence and documents related to any acquisition. Please feel free to direct any questions you may have to the Department Representative who is assisting you with your claim.

EMINENT DOMAIN

Eminent domain is a governmental right to acquire private property for public use by condemnation and is one of the oldest exercises of government power dating back to common law. The founding fathers placed a high value on the protection of private property adding the Fifth and Fourteenth Amendments to the US Constitution. The Fifth Amendment insures due process and that JUST COMPENSATION be paid, stating that "no person shall be ... deprived of ... property, without due process of law; nor shall private property be taken for public use, without just compensation." The use of EMINENT DOMAIN is often necessary for the good of the general public and any acquisition is carefully designed and planned to maximize the benefits of the public improvement project and minimize the effects on the property owners.

APPROPRIATION

Appropriation is the legal means by which New York State exercises eminent domain (as opposed to local public agencies which acquire property by condemnation)

ACQUISITION

The act of acquiring property either by condemnation or appropriation; Often this term is used as a noun, stated as "The Acquisition," and applies to the property taken, whether the entire property or just a portion.

TYPES OF ACQUISITION

There are two types of acquisitions: a FULL ACQUISITION where the entire property is acquired and a PARTIAL ACQUISITION where a portion of the property is acquired and there is a remainder property left in private ownership.

JUST COMPENSATION

The value of the property taken and for all property rights lost or acquired. This is determined through appraisal of the Fair Market Value of the property, before the acquisition and after, with the difference resulting in TOTAL DAMAGES to the property.

TYPES OF DAMAGES

DIRECT DAMAGES - The appraised value of the physical portion of property actually acquired. INDIRECT DAMAGES - The loss of value, if any, to the property remaining after the acquisition.

FEE SIMPLE ESTATE

Labeled as FEE on the Appropriation Map. Fee Simple Estate is the greatest interest one can have in real property. When the State acquires in FEE, it is a total acquisition of real property, unqualified and of indefinite duration. When an acquisition encompasses only a portion of the entire property, the remainder retains rights to access as before unless specified otherwise. Rights are transferred by filing a map in the County Clerk's office, also referred to as VESTING.

PERMANENT EASEMENT

Labeled as PE on the Appropriation Map. When the State acquires a Permanent Easement, it is an acquisition of a limited, specific right in real property and of indefinite duration. An example of a Permanent Easement is for highway drainage. In some instances, it is possible for the landowner to use the easement area for other purposes if the State's interest is not affected. Rights are transferred by filing a map in the County Clerk's office.

TEMPORARY EASEMENT

Labeled as TE on the Appropriation Map. A Temporary Easement is an acquisition of a limited, specific use of real property for a defined time period. An example of an easement of this type is for grading or as a work area during construction. In some instances, it is possible for the landowner to use the easement area for other purposes if the State's interest is not affected. The defined rights are transferred by filing a map in the County Clerk's Office and is terminated upon the completion of the project.

TEMPORARY OCCUPANCY

Commonly abbreviated as TO. This is a short-term rental of land by the State, usually for the length of a construction contract. If an agreement for a Temporary Occupancy can be reached, no vested rights in the property will be acquired; if no agreement is reached, the State may convert the temporary occupancy into a Temporary Easement which would require our filing a map in the County Clerk's office.

VESTING OF TITLE

Vesting is synonymous with Filing in the County Clerk's office and the terms are commonly used interchangeably. This is the process whereby the Department files a map and description of the property to be acquired in the respective County Clerk's office. When this map is filed, or title vested, property interests as defined in the Map transfer to the State of New York on that date.

TYPES OF AGREEMENTS

An agreement is a legal instrument that, when signed by you and upon completion of the closing papers, allows the state to pay you for the acquired property. There are several types of Agreements:

AGREEMENT FOR ADVANCE PAYMENT

Allows the Department to pay you the full amount of our offer and reserves to you the right to negotiate additional compensation, or ultimately commence a lawsuit if agreement cannot be reached.

AGREEMENT OF ADJUSTMENT and RELEASE OF OWNER

Completely settles the matter of our acquisition for the full amount offered plus interest.

TEMPORARY OCCUPANCY AGREEMENT

Allows the Department to pay you for the short term temporary occupancy of your property.

CLOSING PAPERS

Closing papers are legal documents prepared by the Real Property Bureau of the New York State Attorney General's Office. These must be completed before payment can be made for the acquisition of property. Should you have any questions or require assistance with the closing papers when you receive them, please contact the Real Estate Specialist assigned to your claim.

INTEREST

The Department pays interest at a rate set by State statute. It is variable and begins at vesting, generally. Interest payment applies to all agreements signed, except Temporary Occupancy Agreements. It is advised that you sign and return documents timely, as interest may be terminated 90 days following the date of our vesting, and resume when you sign and return your agreement within that time. Interest will also be paid when money has been deposited on your behalf. A full explanation of the terms of payment of interest can be found attached to your agreements when you receive them.

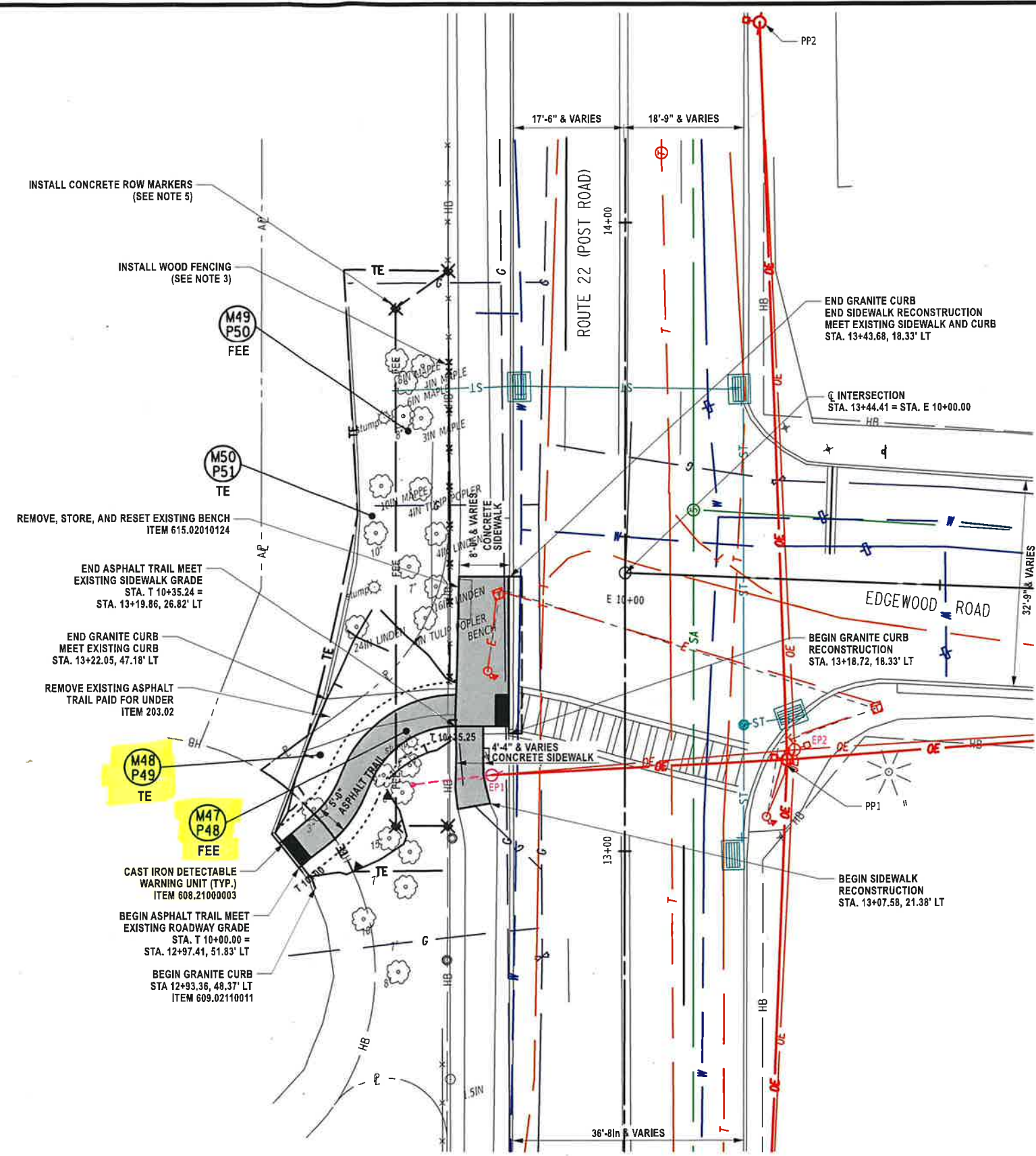
SERVICE OF MAP AND NOTICE OF APPROPRIATION

This is the legal process where a Department representative serves a property owner by Certified Mail, or in Person, the official "Notice of Appropriation" together with a print of the official Appropriation Map that have been filed in the County Clerk's office. This service is an official notice of our acquisition and also begins a 3-year Statute of Limitations to file a claim in the Court of Claims when you have chosen to execute the Agreement for Advance Payment. Should no claim be filed within three years from the date of service, your right to file said claim in the Court of Claims expires.

DRAFT



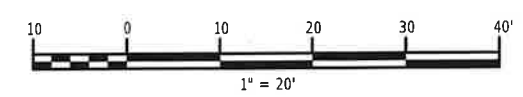
PROJECT MANAGER E. COBB, P.E.
 CHECK E. COBB, P.E.
 DRAFTING S. VECCHIANO
 DESIGN S. VECCHIANO
 JOB MANAGER E. COBB, P.E.
 DESIGN SUPERVISOR D. FACCHINI, P.E.



LEGEND:
 [Shaded Box] LIMITS OF CONCRETE SIDEWALK & ASPHALT TRAIL RECONSTRUCTION REFER TO DWG. MSD-1

- NOTES:**
- REFER TO DWG. MSD-1 FOR CURB RAMP DETAILS
 - ITEM 619.02110011 - TALL GRANITE CURB SHALL MATCH EXISTING CURB AESTHETICS, MATERIAL, AND SIZE. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS AND/OR SAMPLES TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.
 - THE CONTRACTOR SHALL INSTALL PROPOSED FENCING SUCH THAT WHEN TYING INTO THE EXISTING FENCE RUN, THE TIE IN LOCATION SHALL BE AT AN EXISTING FENCE POST. THE PROPOSED FENCE SHALL BE INSTALLED APPROXIMATELY 1FT FROM SIGNAL POLE FOUNDATIONS. REFER TO DWG. MD-1 FOR FENCE DETAILS AND PROPOSED LOCATIONS.
 - REFER TO DWG. MSD-1 FOR ASPHALT TRAIL DETAILS AND PROFILE.
 - THE CONTRACTOR SHALL INSTALL ITEM 625.04 - CONCRETE RIGHT OF WAY MARKERS, TYLE L AT TURNING POINTS OF PROPOSED FEE LINE.

CURVE T1	CURVE T2
P.C. = T 10+06.10	P.C. = T 10+17.71
P.T. = T 10+15.60	P.T. = T 10+35.19
R = 20FT	R = 15FT
L = 9.497FT	L = 17.463FT
Δ = 27.207	Δ = 66.781



AFFIX SEAL: ON:	ALTERED BY: ON:

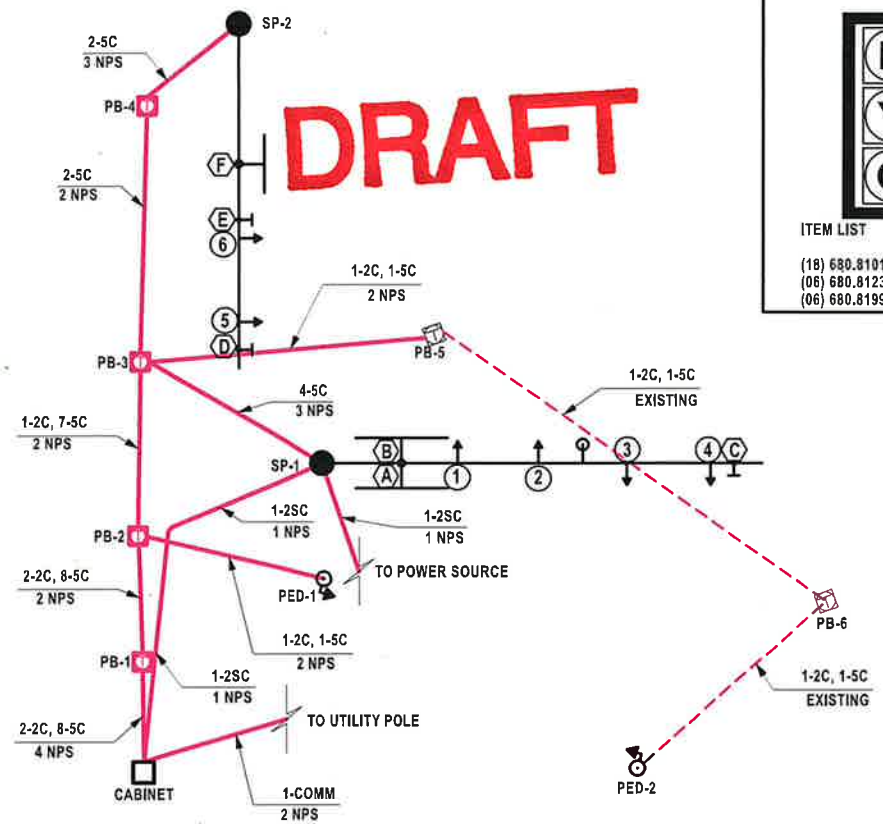
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	ROUTE 22 AT EDGEWOOD ROAD INTERSECTION	PIN 8131.32	BRIDGES	CULVERTS	ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	SIGNALIZATION PROJECT	ROUTE 22				GENERAL PLANS
	S.H. 5606 - ROUTE 22					SHEET NO.
	VILLAGE OF SCARSDALE					
	COUNTY: WESTCHESTER	REGION: 08				

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

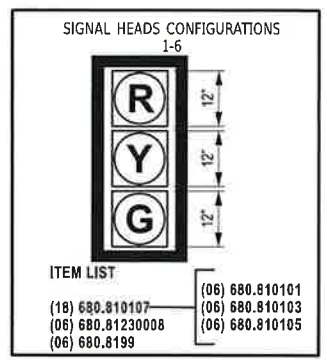


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 DATE/TIME = 24-FEB-2025 10:54
 USER = DOTECobb

PROJECT MANAGER E. COBB, P.E.
 CHECK E. COBB, P.E.
 DRAFTING S. VECCHIANO
 CHECK E. COBB, P.E.
 DESIGN S. VECCHIANO
 JOB MANAGER E. COBB, P.E.
 DESIGN SUPERVISOR D. FACCHINI, P.E.



DRAFT



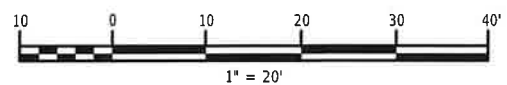
WIRING DIAGRAM
NOT TO SCALE

WIRING LEGEND:

COMM - SHIELDED COMMUNICATION CABLE, ITEM 680.750819
 2SC - SERVICE CABLE, 2 CONDUCTORS, 06 AWG, ITEM 680.950206
 2C - SIGNAL CABLE, 2 CONDUCTORS, 14 AWG, ITEM 680.730214
 5C - SIGNAL CABLE, 5 CONDUCTORS, 14 AWG, ITEM 680.730514
 "X" NPS - CONDUIT, METAL STEEL, ZINC COATED, "X" NOS, ITEM 680.5201Y2
 --- EXISTING CONDUIT
 --- PROPOSED CONDUIT

NOTE:

- THE WIRING DIAGRAM SHOULD BE USED FOR INITIAL LAYOUT ONLY. THE CONTRACTOR SHALL FIELD VERIFY SIGNAL HEAD LAYOUTS ARE IN ACCORDANCE WITH THE ALIGNMENT SHOWN ON PLANS. FINAL LOCATIONS OF SIGNAL HEADS AND SIGNAL CONDUIT RUNS SHALL BE SHOWN ON THE AS-BUILT PLANS.
- WHERE APPLICABLE, THE CONDUIT FOR POWER SOURCE SHALL BE PLACED IN SAME CONDUIT TRENCH AS SIGNAL CONDUIT RUNS. NO ADDITIONAL PAYMENT FOR CONDUIT EXCAVATION SHALL BE MADE FOR POWER SOURCE CONDUIT WHEN PLACED IN TRENCH WITH SIGNAL CONDUIT RUNS.

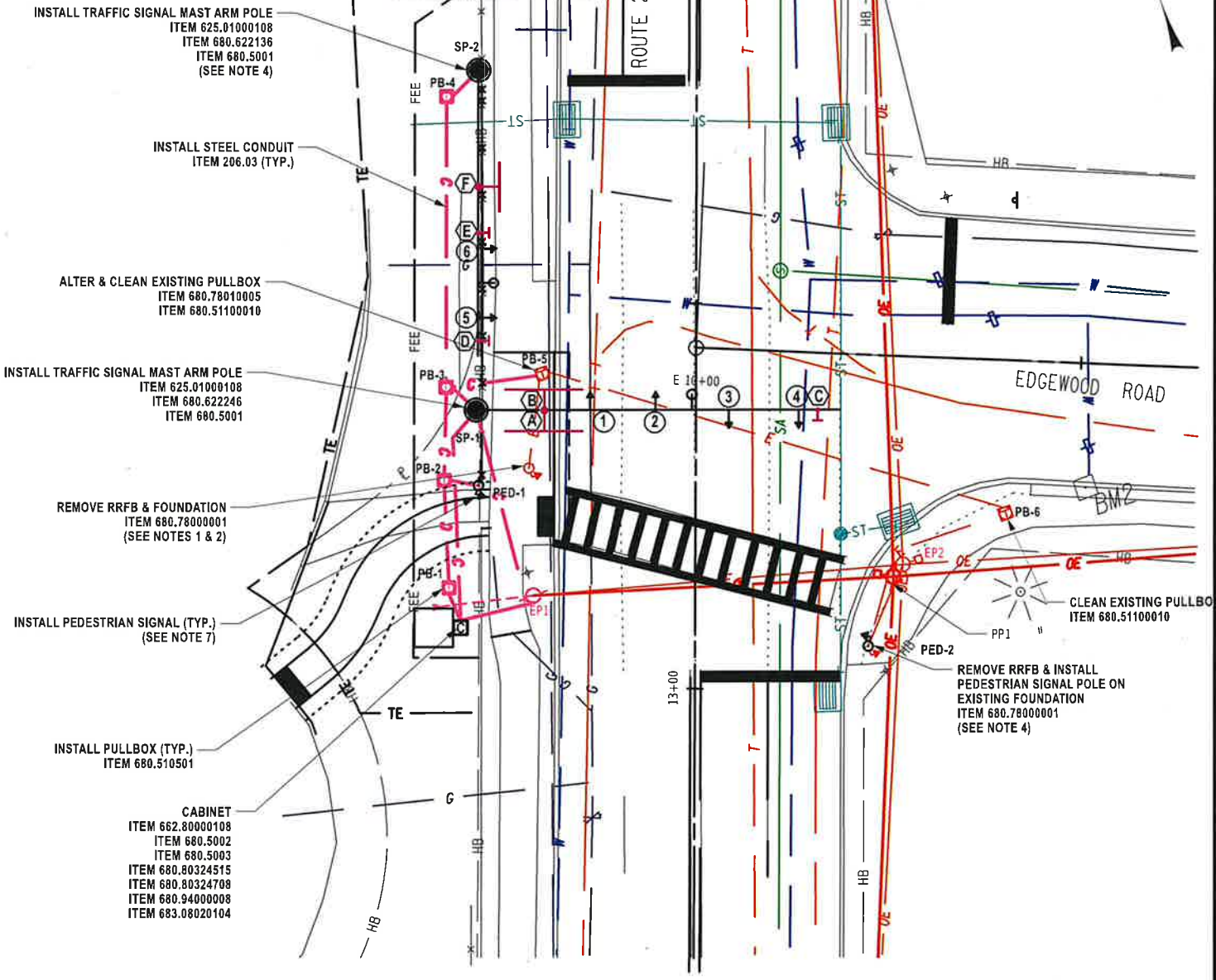


NOTES:

- THE FOLLOWING WORK IS INCLUDED IN THE PRICE BID FOR ITEM 680.78000001 MODIFY AND REMOVE TRAFFIC SIGNAL EQUIPMENT:
 A. REMOVAL OF EXISTING RRFB ASSEMBLIES INCLUDING, BUT NOT LIMITED TO, POLES, LIGHT BEACONS, SIGNAGE, WIRING, ADVANCED WARNING DEVICES (POLES, SIGNAGE, SIGNAL EQUIPMENT) AND POWER SOURCE EQUIPMENT;
 B. ALL WORK NECESSARY FOR EXISTING PULLBOXES TO ACCEPT NEW CONDUIT AND WIRE RUNS;
 C. SALVAGE AND DELIVERY OF TRAFFIC SIGNAL EQUIPMENT;
 D. POLE FOUNDATIONS THAT ARE NOT REPURPOSED SHALL BE CUT TO 6" BELOW PROPOSED GRADE.
- THE CONTRACTOR SHALL COORDINATE WITH THE NYSDOT REGIONAL SIGNAL ENGINEER TO DETERMINE EQUIPMENT TO BE SALVAGED AND LOCATION FOR DELIVERY. REFER TO TRAFFIC SIGNAL NOTES ON DWG. TSN-1.
- THE CONTRACTOR SHALL REUSE EXISTING PULLBOXES AND CONDUIT UNLESS OTHERWISE INDICATED ON THE PLAN OR AS DIRECTED BY THE ENGINEER.
- THE PROPOSED PEDESTRIAN SIGNAL (PED-2) LOCATED ON THE SOUTHEAST QUADRANT SHALL BE INSTALLED ON THE EXISTING RRFB POLE FOUNDATION.
- THE CONTRACTOR SHALL COORDINATE WITH THE NYSDOT REGIONAL SIGNAL ENGINEER TO SCHEDULE THE DELIVERY AND INSTALLATION OF ITEM 683.08020104 BY STATE FORCES.
- REFER TO MAST ARM DIAGRAMS (DWG. TSP-3 AND 4) FOR SIGNAL AND OVERHEAD SIGN LAYOUTS.
- REFER TO DWG. TSD-1 FOR PEDESTRIAN SIGNAL DETAILS AND ITEMS.

LEGEND:

- ⊗ NEW SIGNAL HEAD
- ⊙ NEW OVERHEAD SIGN
- Ⓛ VIDEO DETECTION CAMERA



POLE NUMBER	COORDINATES		ELEVATION OF FOOTING CAP	ITEM	MOUNTING HEIGHT	FOUNDATIONS		
	NORTHING	EASTING				MIN CODE	CY	ANCHOR BOLT DIAMETER
SP-1	784176.03	685731.66	254.56	680.622246	22	K6	2.1	
SP-2	784217.62	685746.48	253.62	680.622036	18	K3	1.8	

AFFIX SEAL: ON: _____

ALTERED BY: ON: _____

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:

ROUTE 22 AT EDGEWOOD ROAD INTERSECTION	PIN 8131.32	BRIDGES	CULVERTS	ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER
SIGNALIZATION PROJECT	ROUTE 22			TRAFFIC SIGNAL PLAN	DRAWING NO. TSP-1 SHEET NO.
S.H. 5606 - ROUTE 22					
VILLAGE OF SCARSDALE					
COUNTY: WESTCHESTER	REGION: 08				

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



FILE NAME = 813132.cpl lsp_1
 DATE/TIME = 21-FEB-2025 15:00
 USER = DOT\ECobb

VILLAGE OF SCARSDALE
(REPUTED OWNER)

CCD L. 3643 P. 435

TRN 1



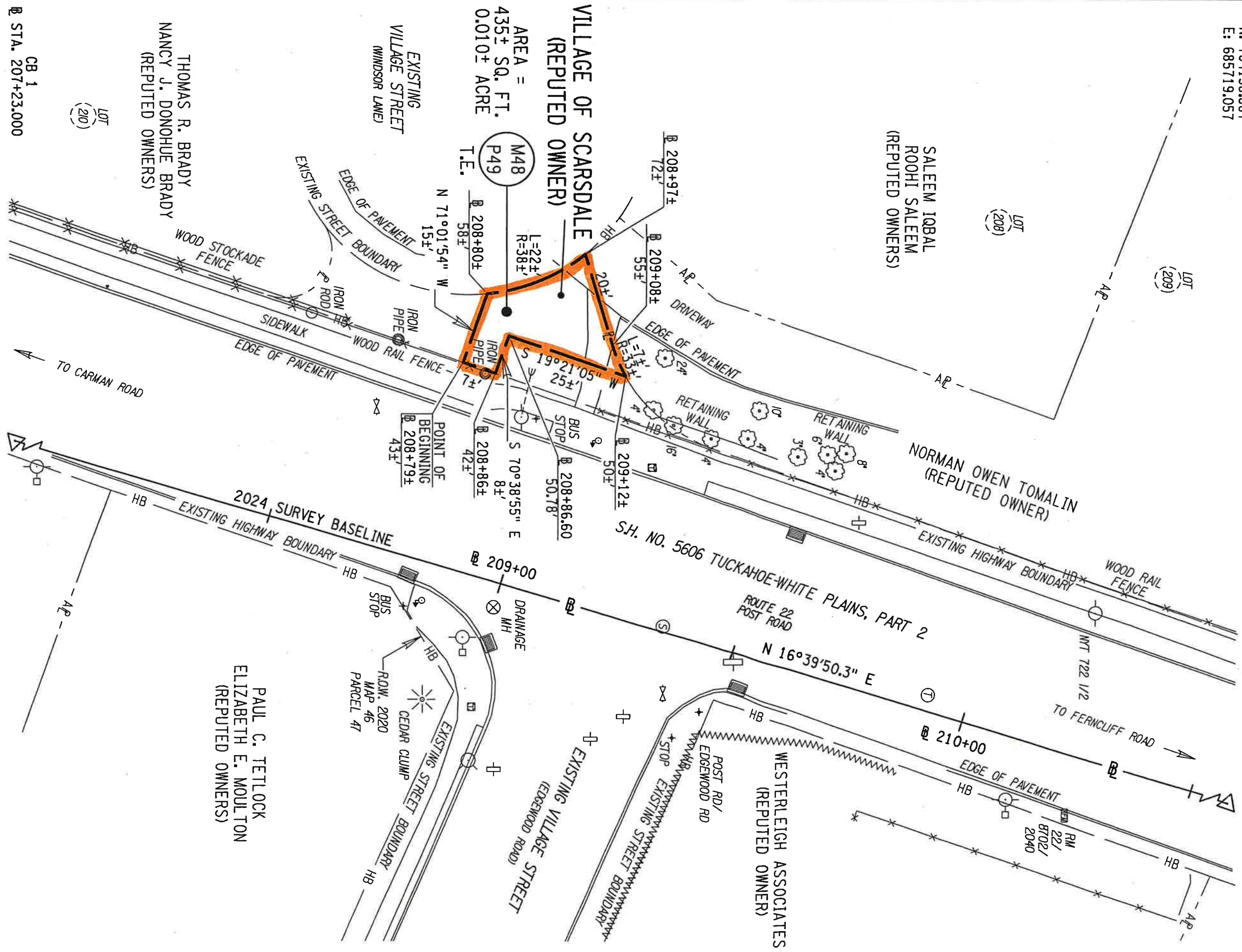
TRUE NORTH AT THE 74°30'
MERIDIAN OF WEST LONGITUDE

PARCEL SUMMARY:
Type: Temporary Easement
Portion of 2024 Tax Map
Ref. No. 07.01.220
Village of Scarsdale
Town of Scarsdale
County of Westchester
State of New York

MAP REFERENCE INFORMATION:
Subdivision Map
Property of
Richell Realty Corporation
by Norman P. Gerward, Inc.
Civil Engineers & Surveyors
Dated 11/10/1937 Filed 01/13/1938
CCM Map No. 4608

Parcel Locator Point:
Parcel No: 49
N: 784138.887
E: 685719.057

CB 2
STA. 216+29.518



VILLAGE OF SCARSDALE
(REPUTED OWNER)
AREA =
435± SQ. FT.
0.010± ACRE

THOMAS R. BRADY
NANCY J. DONOHUE BRADY
(REPUTED OWNERS)

SALEEM IQBAL
ROOHI SALEEM
(REPUTED OWNERS)

NORMAN OWEN TOMALIN
(REPUTED OWNER)

WESTLEIGH ASSOCIATES
(REPUTED OWNER)

PAUL C. TETLOCK
ELIZABETH E. MOULTON
(REPUTED OWNERS)

CB 1
STA. 207+23.000

LOT
(20)

LOT
(208)

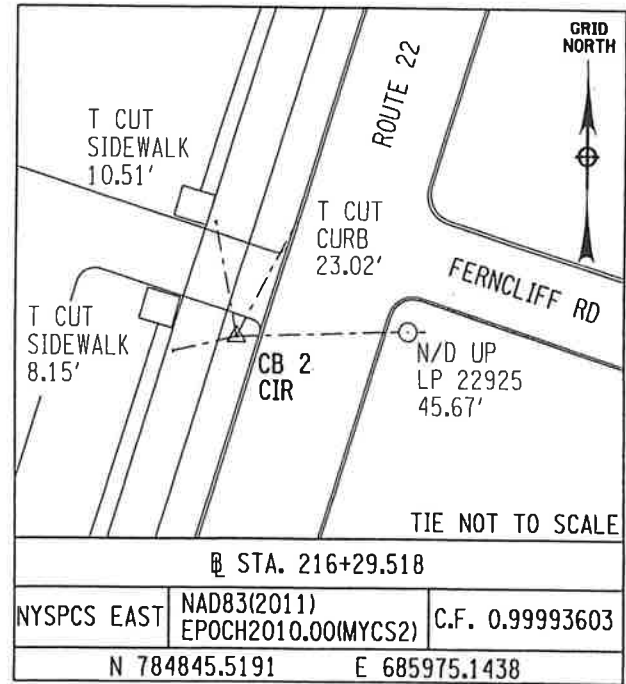
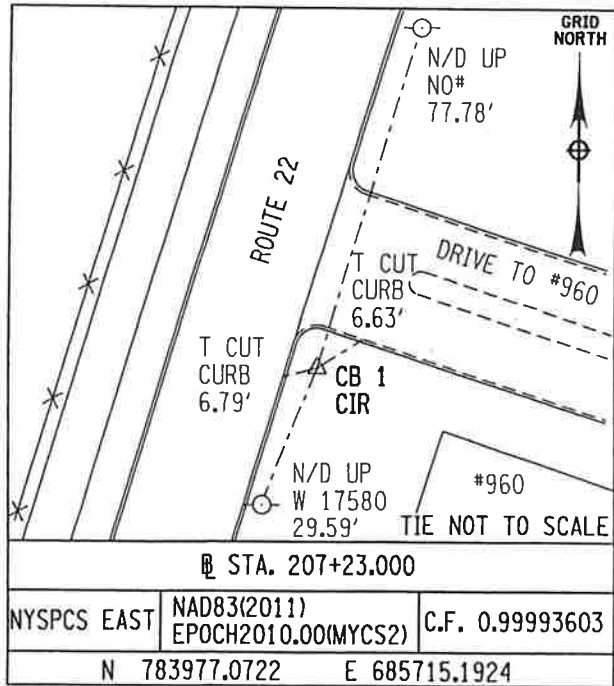
LOT
(209)

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

TUCKAHOE-WHITE PLAINS, PART 2
S.H. NO. 5606

PIN 8131.32

MAP NO. 48
PARCEL NO. 49
SHEET 2 OF 2 SHEETS



Field Survey Records and Control Report are on file in the Regional Office of NYSDOT.

TEMPORARY EASEMENT FOR WORK AREA

A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area for use and exercisable during the construction or reconstruction of the highway and terminated once deemed no longer necessary for highway purposes and released by the Commissioner of Transportation or other authorized representative acting for the People of the State of New York, or its assigns by the filing of a certificate pursuant to Highway Law Section 30(20). Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 49, as shown on the accompanying map.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated above and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for the construction or reconstruction of the herein identified project.

Westchester County Map Index System: Town and Village of Scarsdale, Sheet No. 43, Block No. 4654.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date Dec 3 2024

Mark J. Tiano
MARK J. TIANO, REGIONAL DESIGN ENGINEER
FOR THE REGIONAL DIRECTOR OF TRANSPORTATION
REGION 8



VILLAGE OF SCARSDALE
(REPUTED OWNER)

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date Dec 3 2024

Joshua R. Bush
JOSHUA R. BUSH, SENIOR LAND SURVEYOR
P.L.S. LICENSE NO. 050092

Map of property in and to which an easement as hereinabove defined is deemed necessary by the Commissioner of Transportation to be acquired by appropriation in the name of the People of the State of New York for purposes connected with the highway system of the State of New York pursuant to Section 30 of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

Date July 17, 2025

Kathleen Goy
Office of Right-of-Way

I have compared the foregoing copy of the map with the original thereof, as filed in the office of the Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and of the whole thereof.

Yvonne Goy
Office of Right-of-Way

VILLAGE OF SCARSDALE
(REPUTED OWNER)

CCD L. 3643 P. 435

TRN 1



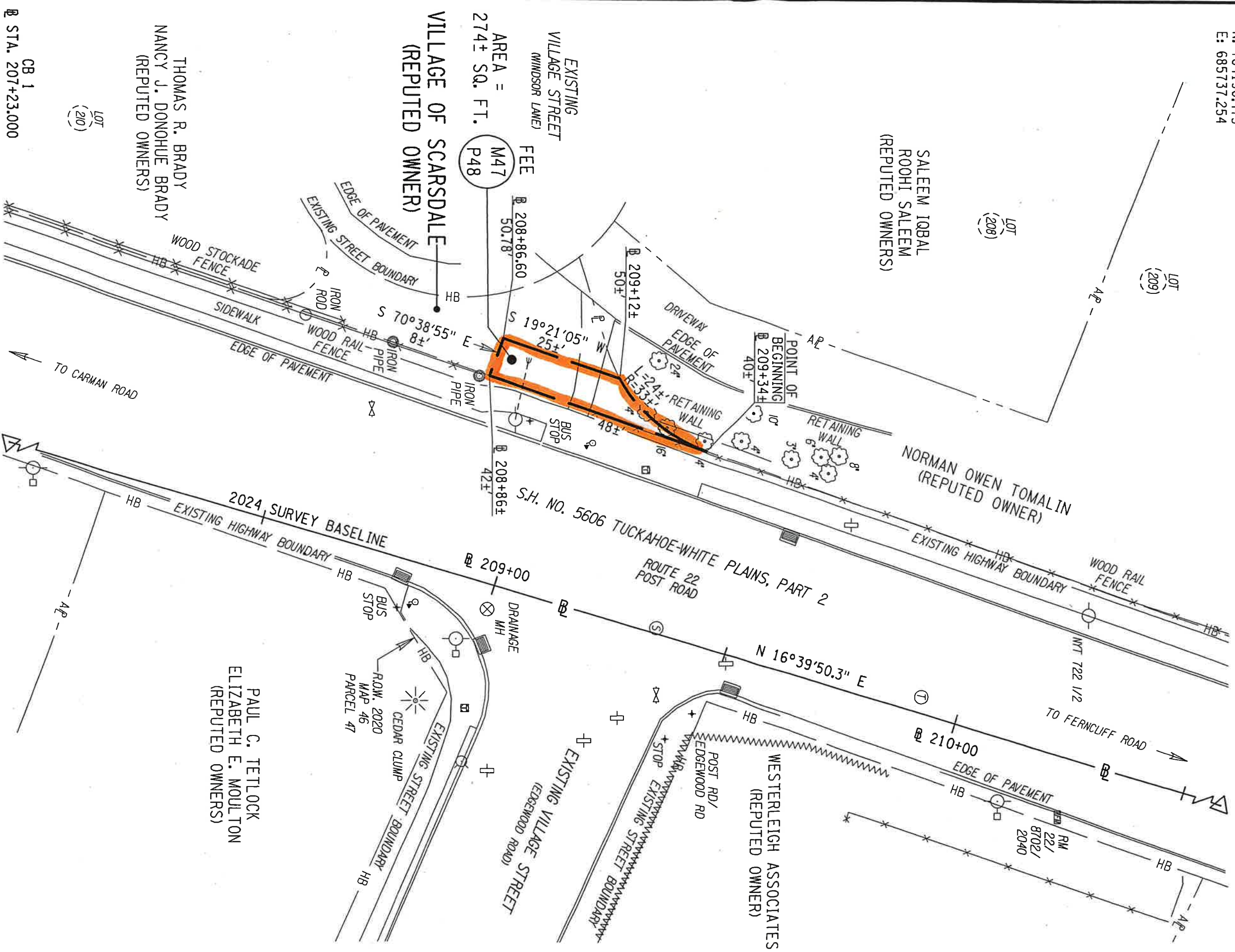
TRUE NORTH AT THE 74°30'
MERIDIAN OF WEST LONGITUDE

PARCEL SUMMARY:
Type: Fee
Portion of 2024 Tax Map
Ref. No. 07.01.220
Village of Scarsdale
Town of Scarsdale
County of Westchester
State of New York

MAP REFERENCE INFORMATION:
Subdivision Map
Property of
Richell Realty Corporation
by Norman P. Germond, Inc.
Civil Engineers & Surveyors
Dated 11/10/1937 Filed 01/13/1938
CCM Map No. 4608

Parcel Locator Point:
Parcel No: 48
N: 784190.475
E: 685737.254

CB 2
@ STA. 216+29.518



EXISTING
VILLAGE STREET
(MINDSOR LANE)
AREA =
274± SQ. FT.
VILLAGE OF SCARSDALE
(REPUTED OWNER)

SALEEM IOBAL
ROOHI SALEEM
(REPUTED OWNERS)

NORMAN OWEN TOMALIN
(REPUTED OWNER)

WESTERLEIGH ASSOCIATES
(REPUTED OWNER)

THOMAS R. BRADY
NANCY J. DONOHUE BRADY
(REPUTED OWNERS)

PAUL C. TETLOCK
ELIZABETH E. MOULTON
(REPUTED OWNERS)

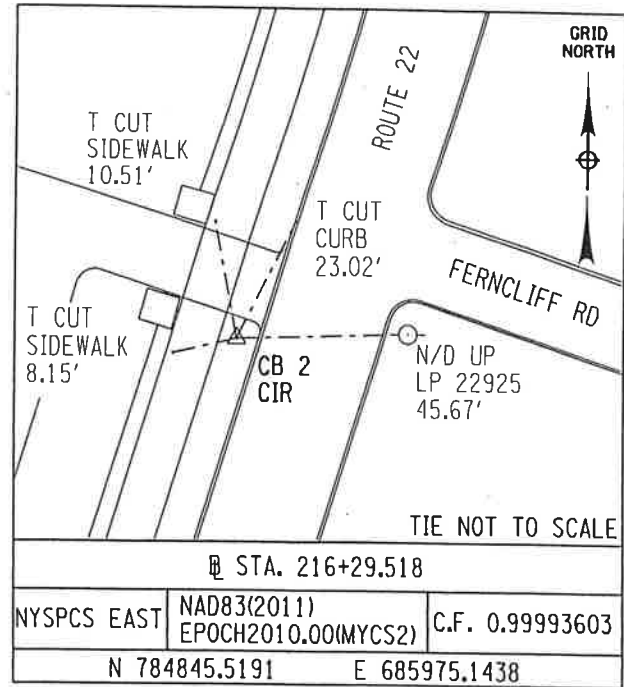
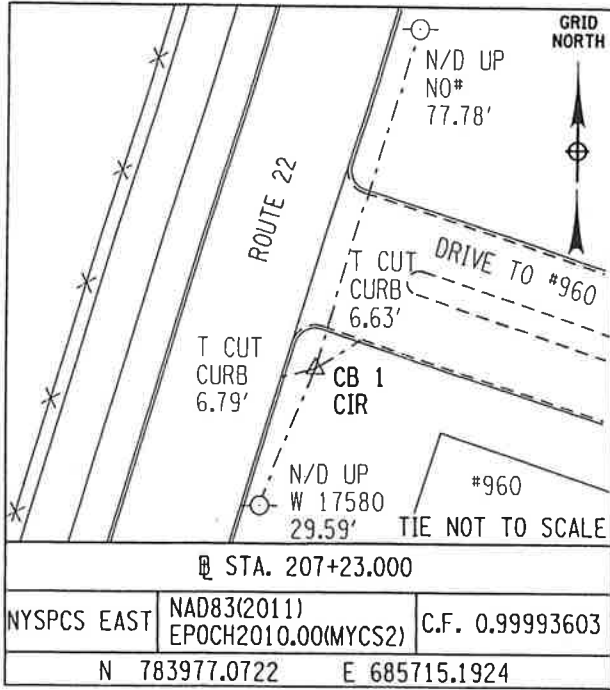
CB 1
@ STA. 207+23.000

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

TUCKAHOE-WHITE PLAINS, PART 2
S.H. NO. 5606

PIN 8131.32

MAP NO. 47
PARCEL NO. 48
SHEET 2 OF 2 SHEETS



Field Survey Records and Control Report are on file in the Regional Office of NYSDOT.

All that piece or parcel of property hereinafter designated as Parcel No. 48, situate in the Village of Scarsdale, Town of Scarsdale, County of Westchester, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the westerly boundary of the existing Tuckahoe-White Plains, Part 2 highway at the intersection of the said boundary with the division line between the property of Village of Scarsdale (reputed owner) on the south and the property of Norman Owen Tomalin (reputed owner) on the north, said point being 40± feet distant westerly, measured at right angles, from station 209+34± of the hereinafter described survey baseline for the reconstruction of the Tuckahoe-White Plains, Part 2, State Highway No. 5606, thence southwesterly along said division line along a curve to the right, having a radius of 33± feet a distance of 24± feet to a point 50± feet distant westerly, measured at right angles, from station 209+12± of said baseline; thence through the property of Village of Scarsdale (reputed owner) the following two (2) courses and distances: (1) South 19°-21'-05" West, 25± feet to a point 50.78 feet distant westerly, measured at right angles, from station 208+86.60 of said baseline; and (2) South 70°-38'-55" East, 8± feet to a point on the westerly boundary of said existing highway, the last mentioned point being 42± feet distant westerly, measured at right angles, from station 208+86± of said baseline; thence northerly along the last mentioned boundary of said existing highway, 48± feet to the point of beginning; being 274 square feet more or less.

The above mentioned survey baseline is a portion of the 2024 survey baseline for the reconstruction of the Tuckahoe-White Plains, Part 2, State Highway No. 5606 as shown on a map and plan on file in the Office of the State Department of Transportation and described as follows:

Beginning at station 207+23.000; thence North 16°-39'-50.3" East to station 216+29.518;

All bearings referred to TRUE NORTH at the 74° - 30' MERIDIAN OF WEST LONGITUDE.

Westchester County Map Index System: Town and Village of Scarsdale, Sheet No. 43, Block No. 4654.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date DEC 3 2024

Mark J. Tiano

MARK J. TIANO, REGIONAL DESIGN ENGINEER
FOR THE REGIONAL DIRECTOR OF TRANSPORTATION
REGION 8



VILLAGE OF SCARSDALE
(REPUTED OWNER)

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

Date Dec 3 2024

Joshua R. Bush

JOSHUA R. BUSH, SENIOR LAND SURVEYOR
P.L.S. LICENSE NO. 050092

Map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee, for purposes connected with the highway system of the State of New York pursuant to Section 30 of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

I have compared the foregoing copy of the map with the original thereof, as filed in the office of the Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and of the whole thereof.

Date July 17, 2025

Katrina Og...
Office of Right-of-Way

Yalla Lynn
Office of Right-of-Way



Date: Tuesday, August 12, 2025

Re: Resolution to Appoint Jason Young to the Board of
Architectural Review - Trustee Goldschmidt

ATTACHMENT(S):

- [Resolution](#)

Resolution Re: Appointment to the Board of Architectural Review

WHEREAS, in accordance with Chapter 18 of the Scarsdale Village Code, the Board of Architectural Review consists of seven members and two alternate members appointed by the Mayor and subject to approval by the Village Board of Trustees, for three-year terms; and

WHEREAS, a member vacancy currently exists on the Board of Architectural Review; and

WHEREAS, Jason Young is currently an alternate member of the Board of Architectural Review; and

WHEREAS, the Village Board met on July 22, 2025, to discuss potential candidates to fill the vacancy on the Board of Architectural Review, and the Mayor wishes to appoint Jason Young as a full member to the Board of Architectural Review; now, therefore, be it

RESOLVED, that the Village Board of Trustees hereby approves the Mayor's appointment of Jason Young to the Board of Architectural Review as a full member for a term ending April 3, 2028, or until such time as a successor is appointed.

Dated: August 12, 2025



Date: Tuesday, August 12, 2025

Re: Resolution to Schedule a Public Hearing on September 9, 2025, to Consider a Proposed Local Law Regarding Tree Business Licensing - Trustee Goldschmidt

ATTACHMENT(S):

- [08.01.2025 E. Giovanni - Proposed Local Law Commercial Tree Business Licensing](#)
- [Draft Local Law re Commerical Tree Removal License](#)
- [Resolution](#)

To: Mayor Arest and the Village Board of Trustees

From: Emily Giovanni, Assistant Village Manager

Date: Friday, August 01, 2025

RE: Proposed Local Law – Commercial Tree Business Licensing

MEMORANDUM
Village Manager's Office

At the June 17, 2025 Work Session, the Village Board reviewed a draft local law to establish a licensing requirement for commercial tree service businesses operating in Scarsdale. The proposal is intended to enhance enforcement of existing tree regulations and promote safe, responsible tree work within the Village.

As drafted, the law would require all businesses performing tree cutting, pruning, or removal to obtain an annual license from the Village. Licensees would need to meet insurance requirements, hold a valid Westchester County Home Improvement Contractor's License, and comply with specified operating standards. The law includes provisions for enforcement, penalties, and potential suspension or revocation of licenses for noncompliance.

Following the Work Session discussion, the draft legislation has been updated to incorporate several clarifications and enforcement enhancements, including:

- A definition of “pruning” to clarify the law’s applicability.
- Expanded license restrictions, barring issuance to revoked licensees, their affiliates, or businesses in which they hold a 10% or greater interest.
- Explicit requirement to comply with the full Noise Code, not just specified hours.
- Revised hours of operation, prohibiting work before 8:00 a.m. or after 6:00 p.m. on weekdays, and entirely on weekends and legal holidays.
- An emergency provision allowing the Superintendent of Public Works to temporarily lift hour restrictions after major storm events.
- A new requirement that all tree debris be removed daily and not placed in public rights-of-way.
- Clarification that each instance of unlicensed work or missing decals constitutes a separate offense.
- Increased penalties for business or corporate offenders, with higher fines for repeat violations.
- Addition of appeal rights under Article 78 for suspended or revoked licenses.

The draft legislation is now ready to proceed to public hearing for formal consideration.

A resolution scheduling the hearing for September 9, 2025 is included on this evening’s agenda.

LOCAL LAW NO. ____ OF 2025

VILLAGE OF SCARSDALE
BOARD OF TRUSTEES

A LOCAL LAW TO AMEND THE SCARSDALE VILLAGE CODE
CONCERNING LICENSURE OF COMMERCIAL TREE BUSINESSES

A LOCAL LAW to amend Chapter 281 of the Scarsdale Village Code to regulate the business of commercial tree cutting, pruning, and removal.

BE IT ENACTED by the Board of Trustees of the Village of Scarsdale as follows:

Section 1. Chapter 281 of the Code of the Village of Scarsdale, entitled “Trees, Grass, Brush, and Weeds,” is hereby amended to add Article VII entitled “Commercial Tree License” as follows:

Article VII Commercial Tree License

§ 281-27 License required.

- A. Required. In addition to any other requirements of this Chapter for the removal of trees and/or conducting arboriculture or landscaping activities, all commercial tree cutting, pruning or removal service businesses are required to obtain a license from the Village of Scarsdale before providing such services within the Village of Scarsdale. No person or entity shall engage in the business of tree cutting, pruning or removal, individually as a hired employee of a property owner or occupant, or as an independent contractor of a property owner or occupant, or as an employee or subcontractor of an independent contractor providing such services, without first obtaining a license as required by this Chapter. For purposes of this Section, “pruning” shall mean cutting any part of a tree connected directly or indirectly to the trunk at a height greater than 10 feet above grade.
- B. Application. Applications for a commercial tree license shall be made by the owner or authorized representative of the tree service business on forms provided by and filed with the Superintendent of Public Works. The applicant shall provide such information as may be necessary to establish the qualifications of the applicant.
- C. Issuance; decals. The Superintendent of Public Works, upon satisfaction that the application is complete and all fees paid, shall issue a license therefor; otherwise, the Superintendent of Public Works shall deny the application. One identification decal shall be issued with each license at no charge. Any additional decals shall be issued for an

additional fee. Decals shall be prominently displayed upon any vehicle regularly used in the course of business and the license shall be in the actual possession of the person performing the commercial tree removal service at the time of performing such work. Notwithstanding anything herein to the contrary, no license may be issued to any person or business during the period in which their license is suspended or revoked per Subsection J below, and this prohibition shall also apply to any subsidiary or successor in interest of a person or entity which has had its license revoked, and to any business in which a person or entity has an interest in. For the purposes of this Subsection, “interest” shall mean any entity which a person or entity has a 10% ownership interest in.

- D. Insurance; Contractor’s License. Commercial tree removal service businesses must provide proof to the Superintendent of Public Works that the business complies with the insurance requirements to be set from time to time by the Superintendent of Public Works. Commercial tree removal service businesses must provide proof to the Superintendent of Public Works of a valid Westchester County Home Improvement Contractor’s License as required by § 863.313 of the Westchester County Code of Ordinances.
- E. Term; renewal. Licenses shall be issued annually and expire on December 31st of each year. Licenses shall be renewed prior to the expiration on such form prescribed by the Superintendent of Public Works.
- F. Fee; expiration. The fee for the license, including any renewals thereof, and the decals required by this Article shall be established by resolution of the Board of Trustees.
- G. Hours of Operation. A licensee shall comply with Chapter 205, Noise, at all times and no operations may be permitted before 8:00 a.m. or after 6:00 p.m., Monday through Friday, and any time on Saturdays, Sundays, and legal holidays. All motorized equipment used in connection with landscaping or tree removal activities shall be operated with a muffler. However, the Superintendent of Public Work may, in their sole discretion, suspend this Subsection G for a period of seven days after a significant storm event or other emergency circumstance. The Superintendent of Public Works may extend the seven-day period by issuing an official notification if, in their sole discretion, such additional time is deemed necessary.
- H. Directory. A list of all licensed commercial tree services shall be available to the public posted on the Village’s website.
- I. Tree Debris. All tree debris shall be removed by the end of each day. Commercial tree removal service businesses are prohibited from placing tree debris in any highway or other public place within the Village.
- J. Enforcement; penalties; suspension or revocation.

(1) Sworn officers of the Scarsdale Police Department, the Building Inspector or Deputy, and/or Code Enforcement Officers are hereby empowered to and

authorize to enforce and exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this Article such as the issuance of notices of violation and/or appearance tickets to any person or entity who violates any provision of this Article. Any person or entity, or employee or agent thereof, who engages in commercial tree cutting, pruning or removal service business in the Village of Scarsdale shall produce their license upon request by any sworn officer of the Scarsdale Police Department, the Building Inspector or Deputy, and/or Code Enforcement Officers. Any person failing to produce a valid license upon request shall be presumed to have violated this Article.

(2) Penalties: Any person or entity, or the agent or employee thereof, who violates any provision of this Article shall be guilty of a violation, and each instance of unlicensed tree cutting, pruning, or removal, or failure to install the decals required herein shall be a separate and distinct offense. Upon conviction of a violation of this Article, such person, or the agent or employee thereof, shall be subject to a fine not less than \$750 or more than \$2,000 for the first violation. The penalty for a business or corporate offender's first offense shall be a fine not less than \$1,500 or more than \$4,000. Upon conviction of a subsequent violation of this Article within one year of a previous violation, such person, or the agent or employee thereof, shall be subject to a fine not less than \$1,000 or more than \$5,000. The penalty for a business or corporate offender's subsequent offense within one year of a previous violation, shall be a fine not less than \$2,000 or more than \$10,000.

(3) Suspension or revocation.

(a) Any license granted pursuant to this Article may be suspended or revoked by the licensing officer, as designated pursuant to this Article, after a public hearing to be held before the Village Manger for the following reasons:

i. For any statement in the application or renewal that is false.

ii. For a violation of any provision of this chapter.

iii. For any violation of any provision of the Code of Scarsdale in connection with its operations, including, but not limited to, Chapter 205, Noise.

(b) Any person or persons, jointly or severally aggrieved by any decision of the Village Manager to suspend or revoke a license, may apply to the supreme court for review by a proceeding under article seventy-eight of the civil practice law and rules. Such proceeding shall be instituted within thirty (30) days after the filing of a decision in the office of the Village Manager.

Section 2. Ratification, Readoption and Confirmation.

Except as specifically modified by the amendments contained herein, Chapter 281 of the Village of Scarsdale Code is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 3. Numbering for Codification.

It is the intention of the Village of Scarsdale and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the Village of Scarsdale; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word “Local Law” shall be changed to “Chapter,” “Section” or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

Section 4. Severability.

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt therefrom.

Section 5. Effective Date.

This local law shall take effect immediately upon filing with the Office of the Secretary of State.

Resolution Re: Setting a Public Hearing on a Proposed Local Law to Amend Chapter 281 of the Scarsdale Village Code Concerning Licensure of Commercial Tree Businesses

RESOLVED, that a Public Hearing is hereby scheduled by the Board of Trustees of the Village of Scarsdale to be held on Tuesday September 09, 2025 at 8:00 p.m. in Rutherford Hall in Village Hall, and via Zoom video conferencing, to consider a proposed local law to amend Chapter 281 of the Scarsdale Village Code Concerning Licensure of Commercial Tree Businesses; and be it further

RESOLVED, that members of the public wishing to present comments may do so in person or online during the public comment phase of the hearing by accessing the meeting at <https://zoom.us/j/93183703358>, or by calling in using 1-929-436-2866 and entering the Meeting ID, 931 8370 3358; and be it further

RESOLVED, that the Village Clerk is directed to advertise said Public Hearing.

Date: August 12, 2025



Date: Tuesday, August 12, 2025

Re:

COVER PAGE

Village Manager's Office

Resolution Requesting a New York State Department of
Transportation Study for the Five Corners Intersection - Trustee
Wise

ATTACHMENT(S):

- [Resolution](#)

Resolution Re: Requesting a New York State Department of Transportation Study for the Five Corners Intersection

WHEREAS, a Village of Scarsdale resident contacted the Mayor's Office to recommend that a dedicated left-turn green signal be added for westbound Palmer Avenue traffic turning left onto Weaver Street or Heathcote Road at the Five Corners intersection, citing longstanding concerns with traffic congestion and driver safety at the location; and

WHEREAS, the Five Corners intersection, located at the convergence of Palmer Avenue, Heathcote Road, and Weaver Street, is under the jurisdiction of the New York State Department of Transportation (NYSDOT); and

WHEREAS, the Village of Scarsdale recognizes the complexity and volume of vehicular movements through this intersection and supports measures to enhance safety and efficiency for all road users; and

WHEREAS, Assemblymember Amy Paulin has been consulted and expressed support for the Village's efforts to obtain a formal review of intersection operations and signalization improvements; now, therefore, be it

RESOLVED, that the Village Board of Trustees of the Village of Scarsdale hereby formally requests that the New York State Department of Transportation undertake a traffic engineering study of the Five Corners intersection, specifically evaluating the feasibility and appropriateness of a dedicated left-turn green signal phase for westbound Palmer Avenue traffic turning left onto Weaver Street or Heathcote Road; and be it further

RESOLVED, that a certified copy of this resolution be transmitted to the appropriate regional office of the New York State Department of Transportation, along with correspondence from the Mayor and any additional supporting documentation deemed relevant by the Village Manager.

Date: August 12, 2025

Date: Tuesday, August 12, 2025

Re: Resolution to Authorize MOA with SFCS for FY 2025-26
Aging in Place - Trustee Wise

COVER PAGE

Village Manager's Office

ATTACHMENT(S):

- [Resolution](#)
- [08.07.2025 A Marshall Memo - Aging in Place Agreement](#)
- [Aging in Place Contract](#)

Resolution Re: Authorization to Execute a Memorandum of Agreement With Scarsdale-Edgemont Family Counseling Service for the FY 2025-26 Aging in Place Initiative

WHEREAS, Scarsdale-Edgemont Family Counseling Service (SFCS) has been an anchor in the Scarsdale community for more than 95 years, providing counseling services and supportive programs to local individuals and families in all stages of life; and

WHEREAS, research demonstrates that many older adults prefer to “age in place” within their communities, and engaging and supporting the needs of Scarsdale’s older adults constitutes an important goal of the Quality of Life Pillar of the Village’s Strategic and Financial Plan; and

WHEREAS, SFCS has submitted its Fiscal Year 2025-26 Aging in Place program funding request of \$63,467, as authorized in the Village’s adopted FY 2025-26 Budget, covering the program year of September 01, 2025, through August 31, 2026; now, therefore, be it

RESOLVED, that the Village Manager and Mayor are hereby authorized to execute the attached Aging in Place Memorandum of Agreement (MOA) with Scarsdale-Edgemont Family Counseling Service and the Village Manager is also authorized to undertake administrative acts as may be required under said agreement; and be it further

RESOLVED, that \$63,467 to support the Aging in Place program be charged to the FY 2024-25 General Fund Budget Account # A-9990-HUMSV-ADULTS-400-490, where there is sufficient funding to support the expense.

Dated: August 12, 2025

SCARSDALE
1701
NEW YORK

To: Mayor Arest and the Village Board of Trustees

From: Alexandra Marshall, Village Manager

Date: Thursday, August 07, 2025

RE: SFCS Aging in Place Agreement

MEMORANDUM
Village Manager's Office

Attached for your consideration is the Aging in Place Agreement with Scarsdale Edgemont Family Counseling Services (SFCS) for the 2025-2026 program year. The program originally started in 1985 as Older Adult Services and in 2016 was redesigned as Aging in Place. Under this agreement, SFCS provides a part-time Senior Outreach Worker, who is a licensed mental health professional designated to provide services and programming for Scarsdale Seniors.

This agreement is substantially similar to the Aging in Place Agreements for the past several years with the following modifications:

- The new agreement reflects the updated service term (September 1, 2025 – August 31, 2026) and a total payment of \$63,467, consistent with [SFCS' budget presentation](#) from January 28, 2025. The program fee to the Village is an increase from \$60,863 in the previous contract.
- The prior agreement included provisions allowing SFCS to charge clients over 65 for case management services and required quarterly reporting and proportional revenue sharing with the Village. According to SFCS Director James (Jay) Genova, this billing of clients has not occurred during his tenure with the organization and removing this language would be reflective of how this program operates and has operated in the past.
- Paragraph 7 of the agreement enables SFCS to submit a request for an increase in fees if staffing changes result in higher personnel costs. The Village Manager would have the authorization to approve up to a 5% increase of the contract amount. Any such requests exceeding 5% would require authorization from the Village Board.
- The monthly meeting requirement has been removed for the Senior Outreach Worker to meet with Village administration. The Senior Outreach Worker regularly meets and coordinates with our staff in the Parks, Recreation, and Conservation (PRC) who are dedicated to Senior Programming. There is also an annual administrative meeting with SFCS staff that occurs each year to discuss the program which includes the Superintendent of PRC, the SFCS Liaison from the Board of Trustees, and the Village Manager.
- Insurance and indemnification provisions have been added at the request of the Village. These requirements match the requirements of the recently approved Youth Services Contract.

Please let me know if you have any questions about the attached agreement. I recommend that it be considered at the Village Board meeting on August 12, 2025.

**MEMORANDUM OF AGREEMENT
BETWEEN VILLAGE OF SCARSDALE**

**And the
SCARSDALE EDGEMONT FAMILY COUNSELING SERVICE**

The Village of Scarsdale (“Village”) and the **Scarsdale Edgemont Family Counseling Service** (“Agency”) agrees as follows:

- 1) For the period of September 1, 2025, through August 31, 2026, the Agency will provide the following:
 - a) A part-time, (.60 FTE), qualified, licensed, mental health professional (Senior Outreach Worker) maintaining an office at SFCS with time spent regularly at the Betty Taubert Girl Scout House 37 Wayside Lane.
 - b) A range of services as identified in Exhibit “A”, the Aging in Place Initiative Senior Outreach Worker job profile and associated program proposal.
- 2) The Senior Outreach Worker will receive supervision and operational direction from the Agency’s Executive Director (“Director”).
- 3) The Agency will provide the Village with detailed reports of the program’s activities and an evaluative analysis of its effectiveness.
- 4) For the services to be provided by the Agency in accordance with paragraphs 1, 2 and 3, the Agency will be paid the sum of \$ \$63,467. Said sum represents the total financial obligation in accordance with the Agreement.
- 5) The amount payable pursuant to paragraph 4 shall be paid to the Agency in two equal amounts, one-half on September 1, 2025, and the other one-half on February 1, 2026, subject to any reduction as provided for in paragraph 6.
- 6) The amount payable to the Agency pursuant to paragraph 4 shall be subject to an appropriate reduction to reflect any period of time during which the services to be provided in accordance with this Agreement are not provided by the Agency. Any savings realized due to change in personnel and/or reduced compensation shall insure to the benefit of the Village.

- 7) It is understood that should the Agency suffer staffing changes that result in an increase in the amount the Agency budgeted for personnel expenses under this Agreement, the Agency may make a written request for an increase in fees for the 2025-2026 period to the Village. Upon review, the Village Manager is authorized to agree and approve an increase in the Agency's fees of up to five percent of the amount set forth in paragraph 4. Such an increase shall be effectuated through a written agreement between the Village and the Agency. Any fee increase request above five percent of the amount set forth in paragraph 4 shall require authorization of the Village Board.
- 8) Any Aging in Place staff member who performs duties under this Agreement during its term will meet the qualifications for the staff established by the Agency and will be approved by the Director and the Village.
- 9) The Senior Outreach Worker's job responsibilities will be generally those outlined in the attached Exhibit "A", and they may be refined by continuing discussion with the Director and the appropriate Village officials.
- 10) In February 2026 the Village shall conduct evaluation conferences with the Director. The purpose of these conferences shall be to determine the effectiveness of the program, to determine whether the program shall continue, to make suggestions for improvement, and to plan any appropriate changes for the ensuing program year.
- 11) To the fullest extent permitted by law, the Agency shall defend, indemnify and hold the Village, its elected officials, officers, agents and employees harmless from and against all claims, damages, losses, or expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the negligence or gross misconduct of the Agency when performing services under this Agreement. The Agency's obligations to defend, indemnify and hold the Village of Scarsdale harmless pursuant to this paragraph shall not be limited by any limitation on the amount of insurance coverage or benefits, including worker's compensation or other employee benefits acts, held by the Agency.
- 12) The Agency shall maintain the following minimum insurance coverages throughout the term of the Agreement, including any renewals or extensions thereof, on its own behalf and on behalf of the Village of Scarsdale and shall furnish to the Village a Certificate of Insurance(s) evidencing same and reflecting the effective date of such coverage as follows:

Type of Insurance	Minimum Limits Required <i>Per Claim/Occurrence</i>	Minimum Limits Required <i>Aggregate Policy Limits</i>
1. Commercial General Liability – including public liability insurance	\$ 1,000,000	\$ 3,000,000
a. Bodily Injury/Property Damage	\$ 1,000,000	\$ 3,000,000
b. Products/Completed Operation	\$ 1,000,000	\$ 3,000,000
c. Personal and Advertising Injury	\$ 1,000,000	\$ 3,000,000
d. Medical Expense limit (any one person)	\$ 5,000	\$ N/A
2. Worker’s Compensation	Statutory Limits	Statutory Limits
3. Professional Liability	\$ 1,000,000	\$ 3,000,000
4. Umbrella Excess Liability Insurance	\$ 1,000,000	\$ 1,000,000
5. Sexual Abuse & Molestation	\$ 1,000,000	\$ 1,000,000

13) The Village of Scarsdale, and the respective officers, officials, directors, employees, agents, representatives, and volunteers thereof, shall be named as “Additional Insureds” on the policy and the Certificate of Insurance shall show that this applies to the General Commercial Liability (CGL) and Umbrella coverages on the certificate(s). The insurance coverages listed shall apply as primary and non-contributory of any insurance maintained by Village of Scarsdale. A Waiver of Subrogation provision in favor of Village of Scarsdale shall be included for CGL and Workers’ Compensation coverage(s). The Certificate of Insurance(s) shall contain an endorsement that the Village of Scarsdale and the respective officers, officials, directors, employees, agents, representatives, and volunteers thereof, are additional named insureds, and the aforementioned coverages are not excluded from the policies.

Dated: Scarsdale, New York
_____, 2025

Mayor
Village of Scarsdale

Village Manager
Village of Scarsdale

Board President
Scarsdale Edgemont Family Counseling Service

Executive Director
Scarsdale Edgemont Family Counseling Service

SCARSDALE EDGEMONT FAMILY COUNSELING SERVICE
Aging In Place Initiative- Senior Outreach Worker
Exhibit A

Job Profile:

An advocacy and leadership position on behalf of the community's older adult residents to investigate and identify areas for prevention and intervention, help individuals cope with the evolving challenges of older adulthood and age in place within their community.

Specific Responsibilities:

I. Intake Assessment:

Responsible for initial evaluation and determination of planning on behalf of client. Assessment can be "in-home" or office based.

II. Supportive Counseling/Crisis Intervention

When clients are experiencing stress related to illness, death or loss; when presenting problem is isolation and/or depression.

III. Collaboration with Other Service Providers:

- Physicians
- Meals on Wheels
- Health care facilities and other social agencies
- Police liaison
- Scarsdale Volunteer Ambulance Corp
- Adult Protective Services

IV. Recruitment & Supervision of Volunteers:

- Coordinates volunteer recruitment, placement, and on-going supervision.
- Makes recommendations for volunteer/client "match" and follows up on assignment.
- In-Service volunteer training and supervision.

V. Information and Referral:

- Medicare and Entitlements
- Community Residents
- Community groups and organizations (clergy group, Meals on Wheels, Visiting Nurse Association)

VI. Maintains Appropriate Case Files and Recordings

VII. Plans and Coordinates Community Presentations

- Vital Aging Projects
- Intergenerational Projects
- Scarsdale Recreation

VIII. Organizational Relationships:

- Reports directly to Executive Director

Rev. 9/15



Date: Tuesday, August 12, 2025

Re: ADD ON: Resolution re: Appointment of Employee #7934 to
the Position of Police Sergeant



Date: Tuesday, August 12, 2025

Re: Written Communications

COVER PAGE

Village Manager's Office

Written Communications from July 2, 2025 to August 6, 2025.

ATTACHMENT(S):

- [07-09-2025 - J. Frankel - Public Safety Technology](#)
- [07-13-2025 - Kyriak - Storm Flooding](#)
- [07-13-2025 - S. Levine - Pool Complex](#)
- [07-15-2025 - S. Mishara - Section 182-5](#)
- [07-16-2025 - J. Frankel - Public Safety Technology](#)
- [07-18-2025 - C. Bang - Light at Post Road and Olmsted](#)
- [07-18-2025 - M. Kirkendall-Rodriguez - Public Safety Technology](#)
- [07-30-2025 - S. Corinthian - Financial Assistance](#)
- [07-31-2025 - M. Kirkendall-Rodriguez - Public Safety Technology](#)

Emily Giovanni

From: Josh Frankel <j_frankel@me.com>
Sent: Wednesday, July 9, 2025 9:54 AM
To: Mayor Justin Arest; Trustee Gans; Deputy Mayor Gruenberg; Trustee Goldschmidt; Trustee Kofman; Trustee Mazer; Trustee Wise; Public Comments; Alexandra Marshall
Subject: Follow up questions on Flock

CAUTION: External sender.

Mayor Arest, Board, Manager Marshall:

I hope this finds you all well.

I'll start by assuring you all that it pains me more to write these letters than it does you to read them (assuming you do). But here we are.

Thank you for your clarification regarding the current status of the Flock contract, as that is one less question I need to ask.

As you are probably aware, my FOIL requests were recently fulfilled (thank you to Manager Marshall and staff). Consequently, I have a few additional questions.

1. As best I can ascertain, it appears the process with Flock began at least as far back as January. Given that fact, why was there no consideration to holding a public hearing on the matter in late January, February, or March? It was also at that time, during a budget session, that the Police Chief made mention of a \$200,000 allocation for this type of technology. Clearly the Board knew where this was heading, yet chose to keep it under wraps until sneaking it into the April 8 agenda and voting on it that same night. While it is true that a public hearing on this matter was not required by law, as the FAQ is quick to point out, we've had countless public hearings over decades on matters of far less importance than privacy and mass surveillance. The obvious inference is a desire to avoid public scrutiny, but I am open to other possibilities (as long as it's not "we didn't think the public would care").

2. Speaking of April 8, I've still not seen a satisfactory explanation as to why the Flock matter had to be addressed that evening; the explanation in the FAQ, frankly, makes little sense. So, again, why the rush that very evening to pass the Flock resolution?

Let's address the elephant in the room:

3. Most importantly, it appears the Village's only justification for sole sourcing this contract with Flock was, quite literally, two self-serving pieces of propaganda provided to the Village by Flock itself ("Sole Source Letter for Flock Safety RTCC & ALPR Solution" and "2024 Sole Source Letter for Flock Safety Public Safety Solution"), which would seem to fly in the face of NYS law and the Village's own Internal Control Policy (ICP 3.13 Sole Source): "...the Village department

head requisitioning the procurement shall document the unique benefits of the item...". I don't believe state law or our policy contemplate department heads simply accepting promotional materials from the company seeking the contract, but that they should actually do some due diligence, market research, vendor analysis and, importantly, that it all be documented. ICP 3.13 again: "In addition, the Village department head shall, if feasible, document, as a matter of fact, that there is no possibility of competition for the procurement." **How in the world did this pass muster with a Board laden with attorneys?** There are probably 15-20 players in this space. Where is the documentation (other than Flock's) that all the rest are inferior? In this layperson's opinion, the Board's actions here would neither survive an Article 78 proceeding nor be looked upon favorably by the NYS Comptroller's Office.

The April 8 resolution says that "the Scarsdale Police Department thoroughly researched several vendors and their camera technology and determined Flock Group, Inc. . . . provided a product most suitable to the Village's needs," yet there is not a single shred of evidence supporting this claim. Please provide whatever documentation might exist to support this claim (other than Flock's propaganda, which I already have).

4. One of Flock's self-serving propaganda documents states that its systems have "privacy controls to enable certain vehicles to "opt-out" of being captured." If the Village ultimately moves ahead, I would like to know how to avail myself of that feature and prevent my vehicles from being captured.

It is worth noting, in closing, that Bronxville installed 30 cameras throughout its village in 2016^[1] and had more property crime in 2023 than it did the year they were installed.^[2]

I look forward to the courtesy of a response and, hopefully, answers to my questions.

Sincerely,

Josh Frankel
Black Birch Lane

^[1] <https://myhometownbronxville.com/index.php/government/3932-bronxville-police-department-to-install-thirty-security-cameras-throughout-village>

^[2] https://www.criminaljustice.ny.gov/crimnet/ojsa/tableau_index_crime_by_agency.htm

Emily Giovanni

From: eleniky@aol.com
Sent: Sunday, July 13, 2025 11:32 PM
To: Mayor Justin Arest; Public Comments
Subject: Storm Flooding

CAUTION: External sender.

Dear Mayor Arest and Scarsdale Village Trustees,

We have lived at 60 Catherine Road for the past 34 years. We have enjoyed living in Scarsdale except for one serious matter, that is, the periodic flooding of our home. We have had four serious floods which caused substantial damage.

I recently spoke to David Goessl who informed me that there has been a study done for our neighborhood as well as others regarding the flooding that we have experienced.

We want to emphasize that this is a very serious matter for us, as it affects not only the value of our property but also our safety, health and peace of mind. We live in dread of hearing heavy rain forecasts especially when we are not at home.

As you are aware, the one in 100 year storm is now happening every few years.

It is a shame that our community should be experiencing these floods..

It is unfortunate that you are having this meeting in mid July when many residents are out of town. However, we will try to access the meeting remotely.

We are hoping that the presentation on July 15 is informative and detailed and hope that you, as leaders of our community, will take the necessary actions to alleviate the flooding.

Thank you,
Helen and George Kyriak

Emily Giovanni

From: SUSAN LEVINE <trbl675@aol.com>
Sent: Sunday, July 13, 2025 11:10 AM
To: Mayor Justin Arest; Public Comments
Subject: From Resident Susan Levine. The Pool

CAUTION: External sender.

To Mayor Arest Deputy Mayor Gruenberg and Trustees.

Sent from my iPhone I just learned by reading the fine print at the very end of scarsdale10583 that the Pool project has been greatly modified both in construction plans and cost. No one knows this yet since no one reads the fine print.

🐱 This huge change does need somehow to be publicized. I know by reading that there will be a meeting in October. No one knows that either. 😊 Please somehow let residents know about this change and the huge costs that are anticipated. Communication without a newspaper is problematic to say the least. Thank you.

are anticipated.

Emily Giovanni

From: Scott Mishara <smishara@gmail.com>
Sent: Tuesday, July 15, 2025 8:28 PM
To: Public Comments
Subject: Question Regarding Interpretation of Section 182-5 and Impact on Edgewood Neighborhood Character

CAUTION: External sender.

Village Board--

My name is Scott Mishara, and I live at 216 Nelson Road in the Edgewood neighborhood.

I recently attended the Committee for Historic Preservation meeting regarding 21 Barry Road, which is up for demo. I appreciate the time and care the committee is putting into these decisions. That said, I left with a concern I wanted to raise.

It seems to me that Section 182-5 of the Village Code — the criteria to determine historical importance — is being applied primarily at the level of the individual home, rather than in the context of the surrounding neighborhood or the cumulative impact on the community.

If one were to look at Nelson Rd between Rodney and Drake, I believe this kind of piecemeal approach is already changing the character of our neighborhood. What once looked like a cohesive, century-old suburban community now looks increasingly like a row of new construction homes more typical of a dense urban setting. I worry that this trend will continue unless we consider the broader streetscape and neighborhood context when evaluating demolition applications.

I'm curious:

- Who drafts/edits the language in 182-5?
- Is there a formal way for residents to advocate for the inclusion of “neighborhood impact” or “cumulative loss of historic character” in these deliberations?

Thanks for your time, and I appreciate any guidance you can offer.

Best regards,

Scott Mishara
216 Nelson Rd
914-400-4299

Emily Giovanni

From: Josh Frankel <j_frankel@me.com>
Sent: Wednesday, July 16, 2025 1:35 PM
To: Mayor Justin Arest; Trustee Gans; Deputy Mayor Gruenberg; Trustee Goldschmidt; Trustee Kofman; Trustee Mazer; Trustee Wise; Alexandra Marshall; Public Comments
Subject: Fwd: Follow up questions on Flock

CAUTION: External sender.

Mayor Arest:

I am flabbergasted — beyond utterly astonished — that you believe “let’s just ignore him” is the best, most appropriate manner in which to deal with a constituent’s concerns. I put a fair amount of thought into my correspondence with the Board, and the questions I pose are not rhetorical. Your unwillingness to engage is unbecoming of a public officer and, frankly, a bit offensive. Perhaps, sadly, I erred in my assessment that we’re all adults here.

I have been asking serious questions about a serious matter, and you have chosen — I believe twice now — to simply ignore the issues I am raising.

The Board’s actions in this instance were scandalous: Soliciting zero public input on a controversial matter, hastily sneaking a resolution onto an agenda, and then handing a no-bid contract to a vendor using that vendor’s own propaganda as the sole justification to do so. It’s indefensible, which is perhaps why you’ve chosen not to engage. Occam’s razor for the win.

You cannot change the past. But you could acknowledge the errors that were made here and commit to doing better. Doing so would serve to help in mending the public trust that has been severely breached.

I’ll curb my enthusiasm about getting a response, as history has shown that’s wishful thinking. Perhaps you’ll surprise me.

Josh Frankel
Black Birch Lane

Begin forwarded message:

From: Josh Frankel <j_frankel@me.com>
Subject: Follow up questions on Flock
Date: July 9, 2025 at 9:53:56 AM EDT
To: Mayor Justin Arest <mayor@scarsdale.gov>, Trustee Gans <jgans@scarsdale.gov>, Deputy Mayor Gruenberg <dgruenberg@scarsdale.gov>, Trustee Goldschmidt <dgoldschmidt@scarsdale.gov>, Trustee Kofman <jkofman@scarsdale.gov>, Trustee Mazer <kmazer@scarsdale.gov>, Trustee Wise <jwise@scarsdale.gov>, publiccomments@scarsdale.gov, Alexandra Marshall <amarshall@scarsdale.gov>

Mayor Arest, Board, Manager Marshall:

I hope this finds you all well.

I'll start by assuring you all that it pains me more to write these letters than it does you to read them (assuming you do). But here we are.

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Sincerely,

Josh Frankel
Black Birch Lane

^[1] <https://myhometownbronxville.com/index.php/government/3932-bronxville-police-department-to-install-thirty-security-cameras-throughout-village>

^[2] [https://www.criminaljustice.ny.gov/crimnet/ojsa/tableau_index_crime_by_agency.h
tm](https://www.criminaljustice.ny.gov/crimnet/ojsa/tableau_index_crime_by_agency.htm)

Emily Giovanni

From: Christine Bang <christinebang@gmail.com>
Sent: Friday, July 18, 2025 9:36 AM
To: Mayor Justin Arest; Public Comments
Subject: Problem with the light at Post Rd and Olmsted

CAUTION: External sender.

Hello to the Mayor and Village Board,

I hope the summer season finds you well.

I wanted to relay an issue that I have noticed to be problematic on multiple occasions.

The traffic light at Post Rd and Olmsted (near the library) is set to only turn green to traffic from Olmsted if it senses motion at the light.

The issue is that the motion sensor does not detect a car unless they pull all the way forward close to Post Rd.

I've noticed on a few occasions that the front car will sit there for 5-10 minutes and still not realize they have to pull up.

On one occasion, I had to get out of my car (I was second in line) and tell them at their window in person to pull up.

Recently, as traffic piled up on Olmsted after camp pickup at Fox Meadow, we sat there for 8 minutes before I made a U turn and headed a different way.

Could you please look into this issue? Perhaps the sensor could be adjusted so it detects cars that stop a bit short of the light. Or a sign could be installed that indicates to cars that they need to pull up for a green light.

Thank you,
Christine Bang
49 Palmer Ave

Emily Giovanni

From: Mayra Rodriguez Valladares <mrvassoc@yahoo.com>
Sent: Friday, July 18, 2025 8:49 AM
To: Deputy Mayor Gruenberg; Mayor Justin Arest; Alexandra Marshall; Public Comments; Village Board
Cc: Clerk's Department
Subject: FOILs and Missing Responses and Documentation

CAUTION: External sender.

Dear Ms. Marshall and Village Board,

Good morning. I would like to thank your staff for sending me some of the information I have been requesting. Unfortunately, there are still many unanswered questions; there is also important documentation missing that would help answer the questions.

- Who exactly initiated the request to the Village Board for the surveillance technology and what date?
- What data or facts were used by that individual to determine that the technology was needed? If data was presented, who verified that it justified the need for this technology? Please provide that documentation.
- In the information you provided me there is not one single communication between Ms. Marshall, the Mayor, members of the police force, or other members of the Village Board? How do you all communicate? You never once emailed each other about the surveillance technology or Flock Safety? Are you only speaking with or texting each other about these matters out of earshot and sight of Scarsdale residents? How does this comply with sunshine laws?
- Why were residents not informed about the discussions about the technology that some of you have been having since the beginning of this year, maybe even since last year?
- What made you decide to contact clergy, the Fire Department, the Scarsdale School District, and the SBA before informing Scarsdale residents about your plans to submit a grant request to Senator Gillibrand's office?
- Where is the complete list of all clergy, politicians, and organizations you contacted asking that they support your technology request? Did you inform them that you were planning to sign a contract with Flock Safety? Did you mention Flock to them at all? Were these individuals aware you had not informed Scarsdale residents about Flock Safety?

- Who from Scarsdale Village first met staff at Flock Safety, where, and when? Did Flock staff contact someone at Village Hall first or the other way around?
- Was there any due diligence of any kind on Flock Safety's finances, accuracy of technology, and/or data safety? Was there due diligence conducted on Flock Safety technology, by whom, and when? Have any independent public safety or surveillance technology experts evaluated Flock Safety technology? If so, where are the documents proving that this was done and where are the results?
- Was there due diligence conducted on competitors? If so, who conducted the due diligence, how, and when? Where is the documentation demonstrating that this was done?
- According to the last email with some FOIL information you sent me, some of you had a Zoom meeting with Flock in mid-January 2025, why couldn't you have informed Scarsdale residents then that you were in contact with this company? Why did you not place Flock Safety in the Village Board agenda before you signed the contract with Flock Safety?
- Why did you sign a contract with Flock Safety, before knowing if you would be approved for the funding?
- Are you still in contact with staff at Flock Safety? If so, please provide documentation about those communications.

I look forward to receiving answers with supporting documentation.

Best regards,
Mayra Kirkendall-Rodriguez

Emily Giovanni

From: Solange Corinthian <scorinthian1@gmail.com>
Sent: Wednesday, July 30, 2025 8:00 AM
To: Public Comments
Subject: Request for Financial Assistance for Biomedical Engineering Student

CAUTION: External sender.

Dear Members of the Board of Trustees,

I hope this email finds you well. My name is Solange Corinthian, and I am writing to you with a heartfelt request for assistance as I pursue my Bachelor's degree in Biomedical Engineering.

As a young Black woman entering the field of engineering, I am deeply committed to making a positive impact in the medical realm. My journey has been shaped by my upbringing in a single-parent household, where my mother has worked tirelessly to support my sibling and me. Despite the challenges, I have remained dedicated to my education and my dream of becoming a biomedical engineer.

Currently, I am facing financial difficulties that threaten to hinder my progress. The cost of tuition for the upcoming semester is a significant burden, and I am seeking any available grants or financial support that could help alleviate this strain. Your assistance would not only support my educational goals but also empower me to contribute to our community in meaningful ways.

My long-term aspiration is to innovate within the medical field, developing technologies that improve patient care and outcomes. I believe that with the right support, I can achieve these goals and serve as a role model for other young women of color who aspire to enter STEM fields.

I am grateful for your time and consideration of my request. Any guidance or resources you could provide would be immensely appreciated. Thank you for your dedication to supporting students like myself who are striving to make a difference.

Warm regards,
Solange Corinthian

Emily Giovanni

From: Mayra Rodriguez Valladares <mrvassoc@yahoo.com>
Sent: Thursday, July 31, 2025 1:26 PM
To: Alexandra Marshall; Village Board; Public Comments
Subject: September Meeting

CAUTION: External sender.

Good afternoon,

I hope that you are doing well. What date and time is the meeting about Flock Safety in September? It is very important that this time there be plenty of notice for residents.

Please consider having the meeting at 8pm. Having it at 5:30pm makes it significantly less accessible to residents.

Thanks,
Mayra Kirkendall-Rodriguez



Date: Tuesday, August 12, 2025

Re: Minutes for the July 8, 2025 Town Board Meeting

ATTACHMENT(S):

- [Minutes 07-08-2025 Town Board Meeting](#)

TOWN BOARD MEETING

Rutherford Hall & Video Conference
Town of Scarsdale
July 8, 2025

A Meeting of the Town Board of Scarsdale was held in Rutherford Hall and via video conference on Tuesday, July 8, 2025, at 8:33 p.m.

Present were Ms. Gruenberg, and Messrs. Arest, Gans, Goldschmidt, Kofman, Mazer, and Wise. Also present were Village Manager Marshall, Town Counsel Ward-Willis, Custodian of Taxes Scaglione, and Town Clerk Emanuel.

Mr. Arest presided.

* * * * *

Minutes

Upon a motion entered by Ms. Gruenberg, and seconded by Mr. Kofman, the minutes of the Town Board Regular Meeting of June 10, 2025, were approved unanimously.

* * * * *

Report of the Custodian of Taxes

As of June 30, 2025, collection percentages are:

- 98.79 % of the 2025 County Tax Levy.
- 99.69 % of the 2024 School Tax Levy; and
- 99.71 % of the 2024 Village Tax Levy.

All of which are better than our five-year collection average.

April 2025 was our first tax collection with our lockbox procedures. Automating these processes allows staff to provide greater focus on customer assistance.

The Treasurer's staff continues to focus on the collection of taxes in Lien status. The following illustrates the total liens outstanding at 6/30/2025, \$1,206,979, and illustrates activity of for the current calendar year, both before and after delinquent taxes were rolled over to liens.

We are working with the Village Attorney's office on starting the In Rem process for all Tax Liens from the fiscal years of 2022 and 2023, which accounts for \$413,308, comprising of 13 properties.

* * * * *

Public Comment

None.

* * * * *

Future Meeting Schedule

- Tuesday, July 15, 2025 – 6:00 PM Village Board Work Session
- Tuesday, July 22, 2025 – 8:30 AM Village Board Limited Agenda Meeting
- Tuesday, August 12, 2025 – 7:30 PM Agenda Committee Meeting
- Tuesday, August 12, 2025 – 8:00 PM Village Board Meeting

* * * * *

There being no further business to come before the Board, the meeting was adjourned at 8:37 PM on a motion entered by Ms. Gruenberg, seconded by Mr. Mazer, and approved unanimously.

Respectfully submitted,

Taylor C. Emanuel
Town Clerk



Date: Tuesday, August 12, 2025

Re: Custodian of Taxes Report as of July 31, 2025

COVER PAGE

Village Manager's Office

ATTACHMENT(S):

- [08.06.2025 Custodian of Taxes Report](#)

SCARSDALE

1701
NEW YORK

To: Alexandra Marshall, Village Manager

From: Ann Scaglione, Village Treasurer

Date: Wednesday, August 6, 2025

RE: Report of the Custodian of Taxes – Town of Scarsdale

MEMORANDUM
Treasurer's Office

Attached please find the following financial reports for the Town of Scarsdale as of July 31, 2025.

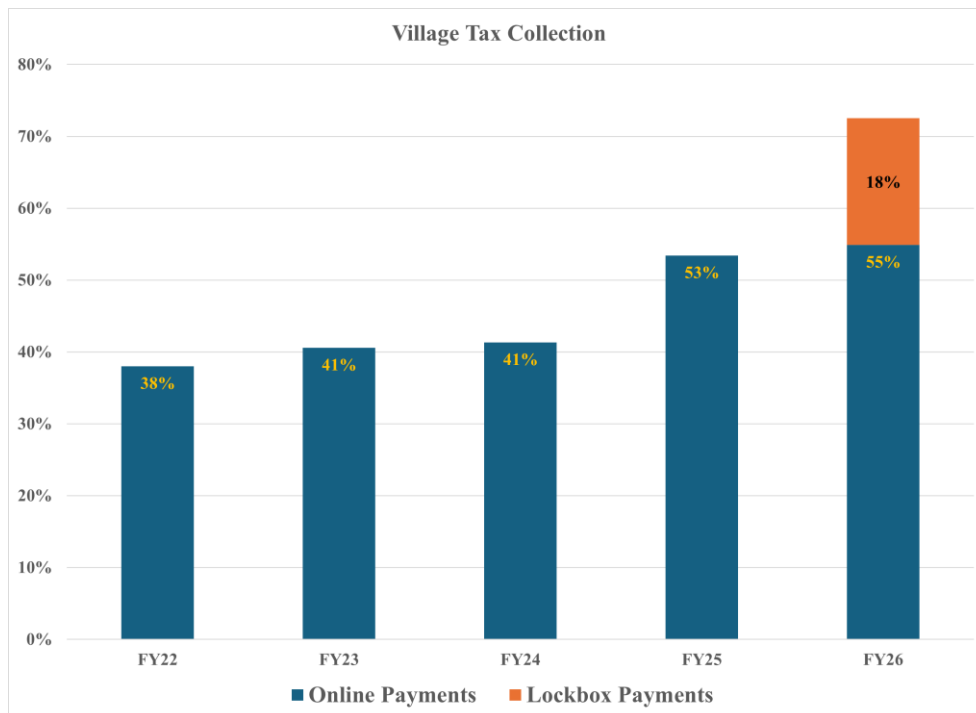
- County Tax Collections Page 1
- School Tax Collections Page 2
- Village Tax Collections Page 3

As of July 31, 2025, collection percentages are:

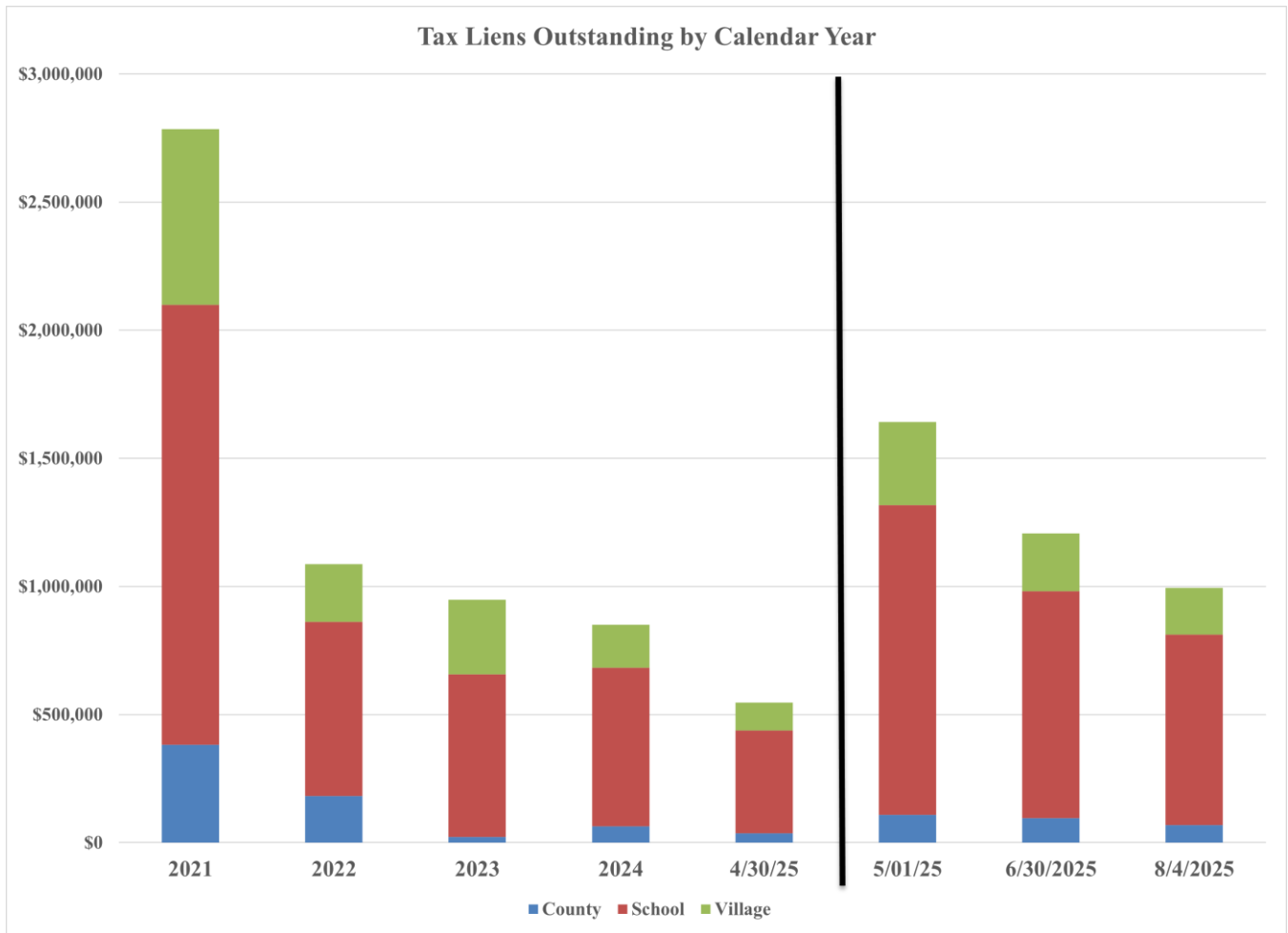
- 99.09 % of the 2025 County Tax Levy.
- 99.69 % of the 2024 School Tax Levy; and
- 58.51 % of the 2025 Village Tax Levy.

All of which are better than our five-year collection average.

In July 2025 we utilized our lockbox for Village Tax collection. The following chart shows the percentage of tax payments received via online payment and lockbox payment. Automating these processes allows staff to provide greater focus on customer assistance .



The Treasurer’s staff continues to focus on collection of taxes in Lien status. The following illustrates the total liens outstanding at 8/6/2025, \$993,773, and illustrates activity of for the current calendar year both before and after delinquent taxes were rolled over to liens.



I would be happy to address any questions or comments.

**Town of Scarsdale
Real Property Tax Collection at July 31, 2025**

School Tax	2024	2023	2022	2021	2020
Total Levied	162,873,470	155,043,831	151,010,547	151,335,636	142,885,159
Amount Collected	162,362,156	154,374,380	150,730,883	141,766,780	141,766,780
Uncollected	511,314	669,451	279,664	9,568,855	1,118,379
Percent Collected	99.69%	99.57%	99.81%	93.68%	99.22%
Uncollected	0.31%	0.43%	0.19%	6.32%	0.78%
				Five year collection average	98.39%

School Tax billed September 1st

**Village of Scarsdale
Real Property Tax Collection at July 31, 2025**

Village Tax	2025	2024	2023	2022	2021
Total Levied	50,988,676	49,043,877	46,867,041	44,907,299	43,060,000
Amount Collected	29,834,887	29,281,681	21,449,588	26,108,554	27,772,382
Uncollected	21,153,789	19,762,196	25,417,453	18,798,745	15,287,618
Percent Collected	58.51%	59.71%	45.77%	58.14%	64.50%
Uncollected	41.49%	40.29%	54.23%	41.86%	35.50%
			Five year collection average		54.44%

Village Tax billed July 1st