



The State of Oregon (“State”), acting by and through its Department of Administrative Services, Procurement Services (“DAS PS”), for member states of the NASPO ValuePoint Cooperative Purchasing Program (“NASPO ValuePoint”) and other Purchasing Entities,

Is issuing this Request for Proposals (RFP) under OregonBuys Bid Number S-10700-00001200 for

Parks & Recreation and Playground Equipment, Installations and Related Goods & Services

Date of Issue: March 18, 2022 Opening Date and Time: April 27, 2022 @10:00AM (PT)

The State of Oregon promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

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ATTACHMENT B NASPO ValuePoint MASTER AGREEMENT

Exhibit 1, NASPO ValuePoint Master Agreement Terms and Conditions

Exhibit 2 Sample Participating Addendum

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ATTACHMENT D COST OFFER and MARKET BASKET COST OFFER

ATTACHMENT D-1 MARKET BASKET COST OFFER (Electronic Excel Spreadsheet)

ATTACHMENT E OFFEROR INFORMATION AND CERTIFICATION SHEET

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SECTION 1: NASPO ValuePoint Solicitation - General Information

1.1 Purpose

The State of Oregon (Lead State), Department of Administrative Services, Procurement Services (DAS PS) is requesting Offers for Parks & Recreation and Playground Equipment, Installations and Related Goods & Services in collaboration with the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish one or more Master Agreement(s) with qualified Offerors to provide Athletic Equipment, Bleachers, Bundled Playgrounds, Commercial Play Equipment, Dog Parks, Outdoor Fitness Equipment, Independent Play, Recycled Material Equipment, Replacement Parts, Site Furnishings, Shade and Shelter, Surfacing, Swing Sets and Waterpark Equipment, and Barbecue Grills, Barbecue Smoker Grills, Banquet Tables, Benches, Bike Racks, Bleachers, Grandstands, Bus Stop Shelters, Canopy Tents, Cigarette Receptacles, Drinking Fountains, Exercise Equipment, Fire Rings, Flags, Floor Matting, Message Centers, Park Benches, Park Grills, Camp Stoves, Parking Lot Equipment, Patio and Café Furniture, Pet Products, Picnic Tables, Planters, Playground Equipment, Pool Furniture, Sanitation Equipment, Security, Sports Equipment, Tables, Trash Receptacles, Umbrellas, Shelters, Floating Dock products and Installations Services, as more particularly described on Attachment A, for all Participating States/Participating Entities. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.

The initial term of the Master Agreement(s) is anticipated to be 1 year with options to renew up to a cumulative maximum of 5 years per the provisions outlined in Exhibit 1, Section 2 of the NASPO ValuePoint Master Agreement (**Attachment B**).

DAS PS anticipates that this RFP may result in Master Agreement awards to multiple contractors, in the Lead State's discretion. While the primary purpose of this Solicitation is to select an Offeror(s) who can offer the Products or Services for all members participating in the NASPO ValuePoint Cooperative Purchasing Program, Offerors will be permitted to submit an Offer on more limited geographical areas or regions, but not less area than one entire member State. Offerors must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all member States. If an Offeror elects to submit an Offer for a single State or region, then the Offeror must be willing to supply the entire State or region and will not be allowed to add additional States following award or at any time during the term of the Master Agreement(s) or any renewals.

The Lead State/Sourcing Team, with the assistance as deemed advisable of the relevant Participating State (or relevant group of Participating States), may evaluate and select an

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Offeror for award in more limited geographical areas (e.g. a single state or region) where judged to be in the best interests of the State or States involved.

This RFP is designed to provide interested Offerors with sufficient information to submit Offers meeting minimum requirements but is not intended to limit an Offer's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with State's requirements.

1.2 Lead State, Solicitation Number and Lead State Contract Administrator

The State of Oregon, acting by and through the Department of Administrative Services, Procurement Services, is acting as the Lead State and issuing office for this Solicitation, including all subsequent addenda relating to it and resulting Master Agreement (s). The reference number for the Solicitation is # S-10700-00001200. This number must be referred to on all Offers, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons must direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, protests, award process, and any other questions that may arise related to this Solicitation and the resulting Master Agreement(s). The Lead State Contract Administrator designated by the State of Oregon is:

Shirley A. Smith, State Procurement Analyst
State of Oregon, DAS PS
1225 Ferry St. SE
Salem, Oregon 97301
shirley.smith@das.oregon.gov
Ph#(971) 718-7428 FX#(503) 373-1626

1.3 Schedule of Events

RFP Advertised	As stated on the cover page
Voluntary Pre-Offer Conference	March 31, 2022 at 10:00AM PT
Questions / Requests for Clarification Due	April 12, 2022
Answers / Clarification Issued (approx.)	April 19, 2022
RFP Protest Period Ends	April 4, 2022 at 5:00PM PT
Opening (Offers Due)	April 27, 2022 at 10:00AM PT
Evaluation Period (approx.)	May 2, 2022 through June 10, 2022
Notice of Intent to Award (approx.)	July 15, 2022
Award Protest Period Ends	7 calendar days after notice of intent

All times are Pacific Time unless indicated otherwise.

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1.4 Definitions of Terms

For the purposes of this RFP, capitalized words are defined in ORS 279A.010, ORS 279C.100, OAR 125-246-0110, OAR 137-048-0110 or are defined below. Additional terms also are defined within this Solicitation and in the NASPO ValuePoint Master Agreement (**Attachment B**).

Terminology specific to the OregonBuys system may be found at:

<https://www.oregon.gov/das/ORBuys/Documents/Phase1TerminologyCrosswalk.pdf>

"Cost Analysis" means a review and analysis of the cost elements that make up the price of the individual Parks & Recreation and Playground Equipment, Installations and Related Goods & Services.

"Environmentally Preferable Product" or "EPP" means products and services that have a lesser or reduced effect on human health and the environment when compared to competing products or services that serve the same purpose.

"Lead State" means the State conducting this cooperative procurement, evaluation, and award. For this RFP, the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services is the Lead State.

"MSRP" means the price at which the manufacturer suggests that retailers sell the product.

"Offeror" means the company or firm who submits an Offer in response to this Request for Proposal.

"Products" includes, but is not limited to: Athletic Equipment, Bleachers, Bundled Playgrounds, Commercial Play Equipment, Dog Parks, Outdoor Fitness Equipment, Independent Play, Recycled Material Equipment, Replacement Parts, Site Furnishings, Shade and Shelter, Surfacing, Swing Sets and Waterpark Equipment, and Barbecue Grills, Barbecue Smoker Grills, Banquet Tables, Benches, Bike Racks, Bleachers, Grandstands, Bus Stop Shelters, Canopy Tents, Cigarette Receptacles, Drinking Fountains, Exercise Equipment, Fire Rings, Flags, Floor Matting, Message Centers, Park Benches, Park Grills, Camp Stoves, Parking Lot Equipment, Patio and Café Furniture, Pet Products, Picnic Tables, Planters, Playground Equipment, Pool Furniture, Sanitation Equipment, Security, Sports Equipment, Tables, Trash Receptacles, Umbrellas, Shelters, Floating Dock.

"Product Support" includes, but is not limited to, system design services, equipment configuration, technical support services, equipment installations, equipment warranty, and equipment repair services.

"Offer" means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" means the entire Solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

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“Services” means all effort to be expended by Contractor under this Master Agreement.

"UNSPSC" means the United Nations Standard Products and Services Code (UNSPSC), a taxonomy of products and services for use in eCommerce. It is a four-level hierarchy coded as an eight-digit number, with an optional fifth level adding two more digits.

1.5 NASPO ValuePoint Background Information

NASPO ValuePoint is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company dedicated to strengthening the procurement community through education, research, and communication. NASPO is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia, and the territories of the United States. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information please see: www.naspovaluepoint.org and www.naspo.org.

1.6 Participating States

In addition to the Lead State conducting this Solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement(s): South Dakota, Washington, Vermont, Connecticut, Missouri, and Oregon. Other entities may become Participating Entities after award of the Master Agreement by entering into a Participating Addendum with the Contractor in a form substantially similar to the one attached hereto as **Attachment B**, Exhibit A. The State of Oregon intends to enter into a Participating Addendum under one or more of the resulting Master Agreement(s) in a form substantially similar to the terms and conditions of the State of Oregon's Participating Addendum attached hereto as (**Attachment G**) and subject to the requirements and selection criteria set forth therein. Additional State-specific terms and conditions that may potentially be incorporated into each named State's Participating Addendum are included in **Attachments I through K**. These terms and conditions are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Subject to the approval of the Contractor, any Canadian provincial government or provincially funded entity in Ontario, Quebec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, Northwest Territories, Nunavut, Yukon, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

1.7 Anticipated Usage

Attachment C contains the historical usage data from the previous Master Agreements and anticipated usage from additional states who have indicated an interest in participating. No

minimum or maximum level of sales volume is guaranteed or implied. This historical data is based upon four (4) years of sales.

SECTION 2: Solicitation Requirements, Information and Instructions to Offerors

2.1 Offerors Requirements

The Offer must address each of the items listed in this section and all other requirements set forth in this RFP.

This RFP is designed to provide interested Offerors with sufficient information to submit Offers meeting minimum requirements but is not intended to limit a Offer's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements. However, please do not include marketing or advertising material in the Offer. Offers should be straightforward and address the requests of the RFP.

2.2 Pre-Offer Conference

A Voluntary Pre-Offer conference will be held related to the RFP.

The purpose of the Pre-Offer conference is to:

- Provide additional description of the Products and Services;
- Provide additional description of the **Attachment D-1** market basket spreadsheet;
- Explain the RFP process; and
- Answer any questions Offerors may have related to the RFP or the process.

Statements made at the pre-Offer conference are not binding upon DAS PS or any Participating State, Participating Entity, or Purchasing Entity. Offerors may be asked to submit questions in Writing. DAS PS will consider all comments, concerns, questions and protests. If, based upon the comments, questions, concerns or protests, DAS PS, in its sole discretion, believes it should make a change to the Solicitation documents including the Sample Master Agreement, DAS PS will post an amendment in OregonBuys.

2.2.1 Attendance at Pre-Offer Conference

Attendance at Pre-Offer Conference is **voluntary**. Prospective Offerors participation in this conference is highly encouraged but not mandatory.

Due to the Governor's Executive Order, # EO 20-30, signed June 30, 2020, and in specific response to Item #2(b)(7) of that Executive Order, DAS PS will be scheduling a voluntary Pre-Offer conference with all interested Offerors via teleconference. The Pre-Offer conference for this solicitation will be held online using Microsoft Teams.

Offerors who want to attend the voluntary online meeting may contact Shirley A. Smith by email Shirley.smith@das.oregon.gov to receive a Microsoft Teams Meeting

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invitation which must be received by 9:45 AM (Pacific Time) on March 30, 2022. The Pre-Offer conference will start at 10:00 AM (Pacific Time) on March 31, 2022.

Answers to questions asked during the Pre-Offer conference that are recorded will be provided via an amendment posted in <https://oregonbuys.gov/>

2.3 RFP Question and Answer Process

All questions, including those about Master Agreement, must be submitted, in Writing, to the Lead State Contract Administrator, by the date and time noted above, in order to be considered. Questions must be submitted by the question deadline date and time shown in Section 1.3 (Schedule of Events). Official answers to all written questions shall be posted on the OregonBuys website <https://oregonbuys.gov/>.

The Lead State may refuse to answer questions received after the Question/Answer deadline.

The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, so Offerors are cautioned about including context in questions that may reveal the source of questions.

2.4 RFP Amendment

Changes to this RFP including but not limited to the contractual terms and procurement requirements, shall be made only via formal written amendment issued by the Lead State.

The Lead State accepts no responsibility for a prospective Offeror not receiving Solicitation documents and/or revisions to the Solicitation. It is the responsibility of the prospective Offeror to monitor the OregonBuys website to obtain RFP amendment or other information relating to the RFP.

2.5 Protest of RFP

Prospective Offeror may submit a written protest of anything contained in this RFP, including but not limited to, the RFP process, Specifications, Scope of Work, and the proposed Master Agreement. This is prospective Offerors only opportunity to protest the provisions of the RFP, except for protests of amendment or the terms and conditions of the proposed Master Agreement, as provided below.

2.5.1 Protests must:

- Be emailed to the Sole Point of Contact
- Reference the RFP number
- Identify prospective Offerors name and contact information
- Be sent by an authorized representative
- State the reason for the protest, including:
 - the grounds that demonstrate how the Procurement Process is contrary to law, Unnecessarily Restrictive, legally flawed, or improperly specifies a brand name; and

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- evidence or documentation that supports the grounds on which the protest is based
- State the proposed changes to the RFP provisions or other relief sought
- Protests to the RFP must be received by the due date and time identified in the Schedule
- Protests to amendment must be received by the due date identified in the respective amendment

2.5.2 Protest Response

DAS PS will respond timely to all protests submitted by the due date and time listed in the Schedule. Protests that are not received timely or do not include the required information may not be considered.

2.6 Offerors Due Date

Offer and all required submittal items must be received by the Lead State Contract Administration on or before Opening in Section 1.3 (Schedule of Events) of this RFP. Offers received after the Opening will not be accepted. All Offer modifications or withdrawals must be completed prior to Opening.

Offers received after Opening are considered LATE and will NOT be accepted for evaluation. Late Offers will be returned to the respective Offeror or destroyed.

2.7 Cancellation of Procurement

This RFP may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States.

2.8 Governing Laws and Regulations

This procurement is conducted by the Lead State DAS PS, in accordance with the Lead State Procurement Code. These are available at

http://arcweb.sos.state.or.us/pages/rules/oars_100/oar_137/137_tofc.html

This procurement shall be governed by the regulations and laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Oregon. The provisions governing choice of law and venue for issues arising after award and during Master Agreement performance are specified in Section 8 of the NASPO ValuePoint Master Agreement (**Attachment B**).

2.9 Firm Offers

Responses to this RFP, including proposed costs, will be considered firm for **one hundred eighty (180) days** after the Offerors due date.

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2.10 Right to Accept All or Portion of Offer

Unless otherwise specified in the Solicitation, the Lead State may accept any item or combination of items as specified in the Solicitation or of any Offer unless the Offeror expressly restricts an item or combination of items in its Offer and conditions its response on receiving all items for which it provided a Offer. In the event that the Offeror so restricts its Offer, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and the members of the NASPO ValuePoint program. The Lead State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

2.11 Offer Content and Format Requirements

Offers must be detailed and concise. Each Offer must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point-by-point response, structured in form and reference to the RFP, addressing all requirements. Offers shall be limited to 100 pages, excluding electronic excel Spreadsheets for the Cost Offer **Attachments D and D-1**. Hard copy Offers will not be accepted. Offers must be delivered through OregonBuys at <https://oregonbuys.gov/> OR via email to the Lead State Contract Administrator at shirley.smith@das.oregon.gov.

Offers are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

A representative authorized to bind the Offeror shall sign the Offer. Failure of the authorized representative to sign the Offer may subject the Offer to rejection.

2.12 Offerors Submission Instructions

Offeror is solely responsible for ensuring its Offer is received by the Lead State Contract Administrator in accordance with the RFP requirements before Opening. DAS PS is not responsible for any electronic transmission errors or delays. Offer submitted by any means not authorized will be rejected.

An Offeror shall submit to the Lead State Contract Administrator one (1) original Offer and all required supporting information and documents on or before the Opening Date and Time. An Offeror shall submit its Market Basket Cost Offer **Attachment D and D-1** in Microsoft Excel (xlsx) format. The Offer must be submitted electronically through OregonBuys.

OregonBuys Electronic Response. Offeror should follow the procedures outlined in <https://www.oregon.gov/das/ORBuys/Documents/OregonBuys%20Vendor%20Formal%20Solicitation%20Response.pdf> for electronic submission.

The Cost Offer must be submitted as a separate electronic response file.

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Offerors are solely responsible for ensuring that their Offers are received by the Lead State in accordance with these Solicitation requirements before the Opening Date and Time in this RFP. The Lead State shall not be responsible for any transmission errors or delays. Offer deliveries made outside of OregonBuys will be considered non-responsive.

Offers must be received by the posted Opening date and time. Offers received after the deadline will be late and rejected.

Submittal via email. If an Offeror elects to submit its Offer via email, the Offeror shall submit to the Lead State Contract Administrator at shirley.smith@das.oregon.gov, one (1) original Offer and all required supporting information and documents on or before the Opening Date and Time. An Offeror shall submit its Market Basket Cost Offer **Attachment D** and **D-1** in Microsoft Excel (xlsx) format.

2.13 Required Format

All Offers must be submitted in the following format. Detailed information on submitting each of these sections is contained in later sections of this RFP. Offeror shall submit its Offer without extensive artwork, unusual printing or other materials not essential to the utility and clarity of the Offer.

- 1. Offeror Information and Certification Sheet.** A completed and signed Offeror Information and Certification Sheet (**Attachment E**).
- 2. Executive Summary.** The one or two-page executive summary is to briefly describe the Offerors Offer. This summary should highlight the major features of the Offer. Offeror must indicate any requirements that Offeror cannot meet. The Lead State should be able to determine the essence of the Offer by reading the executive summary.
- 3. Technical Response.** This section should include a description of the Products and Services to be delivered, including:
 - a. A complete narrative of the Offerors assessment of the Services to be provided, the Offerors ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offerors understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.
 - b. A complete description of the Products to be provided, in the order of criteria listed, to each evaluation requirement in the RFP and scope of work.
- 4. Disclosure Exemption Affidavit.** If Offeror believes any of its Offer is exempt from disclosure under Oregon Public Records Law (ORS 192.410 through 192.505), Offeror shall complete and submit the Disclosure Exemption Affidavit (**Attachment F**) and submit a fully redacted version of its Offer, clearly identified as the redacted version.
- 5. Cost Offer.** Cost will be evaluated independently from the technical Offer. Please enumerate all costs on the attached Market Basket Cost Offer Form and Percentage off List

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(**Attachments D and D-1**). Offeror shall follow the instructions set forth in **Attachments D and D-1**.

The Market Basket Cost Offer is to be submitted as a separate document. Inclusion of any cost or pricing data within the technical Offer may result in the Offer being deemed non-responsive.

6. Description of Products and Services. A completed submission of Offerors Information **Attachment A**.

2.14 Ownership or Disposition of Offers and other Materials submitted

All Offers submitted in response to this RFP become the Property of DAS PS. By submitting an Offer in response to this RFP, Offeror grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Offer solely for the purpose of evaluating the Offer, negotiating an Agreement, if awarded to Offeror, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.410 through 192.505). Offers, including supporting materials, will not be returned to Offeror unless the Offer is submitted late.

2.15 Public Record/Confidential or Proprietary Information

2.15.1 Public Record/Trade Secrets

All Offers are public record and are subject to public inspection after DAS PS issues the Notice of the Intent to Award. If Offeror believes that any portion of its Offer contains any information that is a trade secret under ORS Chapter 192.345(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), Offeror shall complete and submit the Disclosure Exemption Affidavit (**Attachment F**) along with a fully redacted version of its Offer.

Offeror is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.311 through 192.478) and identifying the Offer, in whole, as exempt from disclosure is not acceptable. DAS PS advises each Offeror to consult with its own legal counsel regarding disclosure issues.

If Offeror fails to identify the portions of the Offer that Offeror claims are exempt from disclosure, Offeror has waived any future claim of non-disclosure of that information.

2.15.2 Confidential Information

All information identified in the CONFIDENTIAL AND PROPRIETARY INFORMATION section will be subject to review by the Lead State in accordance with the procedures prescribed by the Lead State's open records statute, freedom of information act, or similar law.

2.16 Offeror Exceptions to Terms and Conditions

The Lead State discourages exceptions to terms and conditions in the RFP or to the terms and conditions of the Master Agreement. Exceptions may cause an Offer to be rejected as nonresponsive when, in the sole judgment of the Lead State (and its evaluation team), the Offer appears to be conditioned on the exception, or correction of what is deemed to be a deficiency or unacceptable exception would require a substantial Offer rewrite to correct.

Offeror should identify or seek to clarify any problems with Master Agreement language, or any other document contained within this RFP through its written inquiries about the RFP using the process in Section 2.1.

Moreover, Offeror is cautioned that award may be made on receipt of initial Offers without clarification or an opportunity for discussion, and the nature of exceptions would be evaluated. Further, the nature of exceptions will be considered in the competitive range determination if one is conducted. In the sole discretion of the Lead State, exceptions may be evaluated to determine the extent to which the alternative language or approach poses unreasonable, additional risk to the State or Participating State/Entity or Purchasing Entity, is judged to inhibit achieving the objectives of the RFP, or whose ambiguity makes evaluation difficult and a fair resolution (available to all Offerors) impractical given the timeframe for the RFP. The Lead State is under no obligation to consider exceptions.

Offeror is encouraged, but not required, to review specific state terms and conditions set forth in **Attachments I through K** and submit any objections to those additional state terms and conditions with its Offer.

2.17 Certification of Non-Debarment

Offeror must certify that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the Lead State.

2.18 Delivery(ies)

All deliveries will be “On Site” as designated by a representative of the Purchasing Entity placing the order. Specific delivery instructions will be noted on the order form or Purchase Order.

2.19 Certified Firm Participation

Pursuant to Oregon Revised Statute (ORS) Chapter 200, Lead State encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity (“COBID”) in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business (ESB/MBE/WBE/DV & DBE). Agency also encourages joint ventures

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or subcontracting with certified small business enterprises. For more information, please visit <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=6787&TN=oregon4biz>

If the Master Agreement has potential subcontracting opportunities, the successful Offeror may be required to submit a completed Certified Disadvantaged Business Outreach Plan (**Attachment H**) prior to execution.

SECTION 3: Administrative and Technical Response Requirements

3.1 Mandatory Minimum Administrative Offerors Requirements

This section contains the minimum requirements that must be met in order to be considered for the evaluation phase. All of the items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the Offer submitted for consideration (**Attachment E**).

3.2 NASPO ValuePoint Master Agreement Statement of Compliance

NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating State's or a Participating Entity's Participating Addendum.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in **Attachment B**. Offeror must include a statement in its Offer that it has read and understands all of the terms and conditions as shown in the Master Agreement (**Attachment B**).

3.2.1 Insurance

To be eligible for award, the Offeror must acquire and maintain insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Exhibit 1, Section 13 of the NASPO ValuePoint Master Agreement. Offeror must describe its insurance or plans to obtain insurance satisfying the requirements in Exhibit 1, Section 13.

In addition, Participating States/Entities may request additional insurance or other coverages for their State within their specific Participating Addendum.

3.2.2 NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Exhibit 1, Section 5.2 of the NASPO ValuePoint Master Agreement. Moreover, specific summary and detailed usage reporting requirements are prescribed by Exhibit 1, Section 5.3 of NASPO ValuePoint Master Agreement.

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Offeror shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the Master Agreement term. Contractor will be required to provide reporting contact within **fifteen (15) calendar days** of Master Agreement execution.

3.2.3 Relationship with Manufacturers

Offerors must be able to meet the product needs of Purchasing Entities. Offerors are encouraged to work closely with all parks & recreation and playground equipment manufacturers to obtain additional discounts that may be passed on to the Participating States and Purchasing Entities. DAS PS desires each Offeror to offer a fixed percentage discount (“Discount”) in **Attachment D** and **D-1** for each subcategory offered under the Master Agreement. The final pricing for Parks & Recreation and Playground Equipment, Installations and Related Goods & Services (“Final Proposed Price”) in **Attachment D** and **D-1** must include Offerors overhead and profit. DAS PS encourages Offerors to carefully consider their discount amounts to assure that the pricing is adequate to cover the Offerors requirements and still provide high quality Parks & Recreation and Playground Equipment, Installations and Related Goods & Services and also provide a competitive edge for a Master Agreement.

If awarded a Master Agreement, Offerors shall maintain business relationships with a broad spectrum of manufacturers establishing new relationships over time as equipment evolves.

3.3 Participating State Terms and Conditions.

Some Participating State specific Terms and Conditions are provided in **Attachments I - K** to this Solicitation. These will be negotiated with individual Participating States after award of the Master Agreement(s). Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums, including environmentally preferable products. Offeror shall submit a statement that it has read and understands all the Terms and Conditions as shown in the attached State specific Terms and Conditions.

3.4 Submission Requirements

This section contains submission requirements pertaining to the Parks & Recreation and Playground Equipment, Installations and Related Goods & Services. Other sections of this RFP contain additional submission requirements that must be met in order to be considered responsive.

Offeror must respond to all questions in Section 3 and Section 4 and must provide a narrative describing how it will meet (or exceed) all requirements listed in Section 3, Section 4, and **Attachments A, B, D, and D-1** of this RFP, including:

3.4.1 Offeror Profile

Provide the following information specific to Offerors company:

- a. Company’s full legal name

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- b. Primary business address
- c. Describe company ownership structure
- d. Employee size (number of employees)
- e. Website link to full catalog of products offered
- f. Sales contact information (distributors/resellers)
- g. Company's client retention rate during the past 3 years
- h. A brief history of the company and the year it was founded
- i. Describe the company's growth during the past 3 years.

3.4.2 Customer Service

- a. What are Offerors hours of operation, and when are key account people available to Participating States/Entities and Purchasing Entities?
- b. Describe how problem identification and resolution will be handled.
- c. How does Offeror propose to service the NASPO account? Describe the system Offeror will use to manage the account.
- d. How does Offeror respond to customer complaints and service issues?
- e. How does Offeror assess customer satisfaction?
- f. Describe Offerors quality assurance measures and how are they handled within the organization.

3.4.3 Technology

- a. Describe Offerors online system that Purchasing Entities would use to place orders and receive results. Include all methods of order submission.
- b. Describe Offerors ability and process to support a decentralized system of orders submitted from many end users in multiple states and locations.

3.4.4 Data Security

What measures does Offeror take to protect sensitive customer information?
Offeror is to provide this information with its Offer.

3.5 Products and Services

Offeror must review the Product and Services Descriptions and requirements set forth in **Attachment A**. Offeror must respond to each request, requirement or question outlined in **Attachment A** and submit **Attachment A** with its Offer. Offeror shall indicate which categories Offeror intends to provide; which Products and Services Offeror intends to provide; and whether Offeror intends to provide the Products and Services on a national, regional or one state only basis.

SECTION 4: Cost Offer and Market Basket Cost Offer

Market Basket Cost Offer will be evaluated independent of the technical evaluation. Offeror shall submit the Market Basket Cost Offer to the Lead State as a separate document. **Do not embed the Market Based Cost Offer in the technical response.**

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4.1 Cost Offer (40 Points)

In its Offer, Offeror must indicate if Offeror intends to submit a Offer for all Products and Services (all categories) or if Offeror intends to submit a Offer for one or more of the Products and Services. Offeror also must indicate whether Offeror intends to offer Products and Services on a national, regional or one state basis.

Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

The Cost Offer includes two parts: (1) the Percentage off list per category description (**Attachment D** for a total potential score of 5 points) and (2) the market basket spreadsheet (**Attachment D-1** for a total potential score of 35 points).

Offeror must submit cost, prices, and discounts as required by Cost Spreadsheets **Attachments D** and **D-1**. Prices shall include all anticipated charges, including but not limited to, cost of materials and product, transaction fees, overhead, profits, and other costs or expenses incidental to the Offerors performance.

(1) Offeror shall complete and submit the Percentage off list per category set forth in **Attachment D**.

(2) Offeror also shall complete and submit an electronic Excel Spreadsheet that includes detailed costs for all Products per **Attachment D-1**. If Offeror is submitting a Offer for all categories on the **Attachment D-1**, Tab 1, All Categories spreadsheet, Offeror also may wish to submit an alternative Offer on one or more of the individual category spreadsheets as well.

PLEASE NOTE: In the event Offeror fails to obtain a score of 75 points, as required under Section 5.4 of RFP for the All Categories category, if Offeror submits an alternative Offer, Offeror could potentially obtain an award on one or more of the individual Categories. Therefore, Offeror may wish to submit an alternative Offer on one or more of the individual categories listed in Tabs 2-10, as well.

4.2 Price Guarantee Period

The prices and costs proposed in the Offerors response will be valid for an initial term of one year after any resulting Master Agreement is signed. Offeror's cost Offer must describe how future cost increases will be minimized and capped and how both increases and decreases will be passed on to the Lead State if the Master Agreement is renewed after the initial term. The Offeror must explain the proposed process to implement cost changes, and how the Lead State will be notified. Any request for price adjustment following the initial Master Agreement term, is detailed in Exhibit 1, Section 6 of the Master Agreement.

SECTION 5: Evaluation and Award

5.1 Additional Rounds for Evaluation: Discussions with Offerors – Optional

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The Lead State may elect to conduct further evaluation and discussions with Offerors. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of Offers. In conducting discussions, there shall be no disclosure of any information derived from Offers submitted by competing Offerors.

The Lead State reserves the right to award on receipt of initial Offers without an opportunity for discussion or Offer revision, so Offerors are encouraged to submit their most favorable Offer at the time established for receipt of Offers.

5.2 Evaluation Process

Upon completion of the submittals and discussions, if any, the Offers will be evaluated. The Lead State and an Evaluation Committee will score the Offers. The Evaluation Committee currently consists of five members. The Lead State may, in its sole discretion, change the Evaluation Committee and may increase or decrease the number of evaluators.

Phase 1 of the Evaluation (Meets Minimum Requirements set forth in Section 3 of RFP (Pass/Fail)):

In the initial phase of the evaluation process, the Lead State will review all Offers timely received, as set forth below:

Section 3.1 **Yes** __ **No** __
Section 3.2 **Yes** __ **No** __ (all subsections)
Section 3.3 **Yes** __ **No** __
Section 3.4 **Yes** __ **No** __ (all subsections)
Section 3.5 **Yes** __ **No** __

In addition, the Lead State also shall separate the Offers into the following groups based upon the submittals:

- Group 1: those Offerors submitting an Offer for all Categories on a nationwide basis.
- Group 2: those Offerors submitting an Offer for one or more Categories on a nationwide basis.
- Group 3: those Offerors submitting an Offer for one or more Categories on a state basis.
- Group 4: those Offerors submitting an Offer for one or more Categories on a regional basis.

The Offers will be evaluated by appropriate group.

Right to Waive Minor Irregularities: Offers received prior to Opening will be reviewed for Responsiveness to all RFP requirements including compliance with Minimum Requirements section and Offer Content Requirements section. If the Offer is unclear, the Lead State Contract Administrator may request clarification from Offeror. However, clarifications may not be used to rehabilitate a non-Responsive Offer. If the Lead State Contract Administrator finds the Offer non-Responsive, the Offer may be rejected; however, the Lead State may waive mistakes in accordance with OAR 125-247-0470.

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At any time prior to award, the Lead State may reject an Offeror found to be not Responsible.

Phase 2 of the Evaluation: Technical Offerors Evaluation (90 points)

The Evaluation Committee will score the Technical Offers. Evaluators will assign a score for each evaluation criterion listed below up to the maximum points available in the Point and Score Calculation section and as further described in **Attachments A, D, and D-1**.

Offers will be evaluated against the following Offer evaluation criteria and scored as follows:

<u>Evaluation Criteria</u>	<u>Possible Points</u>
From Attachment A:	
1. Experience and Capabilities	25 pts
2. Volume Discounts	10 pts
3. Services	30 pts
4. Administration and Marketing	20 pts
5. Additional Services	5 pts

Phase 3 of the Evaluation: Evaluation of Market Basket Cost Offers: (40 points)

Each Offeror shall complete the Market Basket Cost Offer, (**Attachments D and D-1**). The Evaluation of the Cost Offer will be in two steps:

- Step one will be based upon the responses on **Attachment D**.
- Step two will be based upon the responses on **Attachment D-1**. The Lead State will compare the combined total of Net price of Unit of Measure of total offer price for all items in each category. The lowest cost will receive the maximum 35 points. All other Offerors will receive points as determined by the ratio* of their costs to the lowest cost. Final cost scores will be calculated based on the following:

<u>Evaluation Criteria</u>	<u>Possible Points</u>
Cost Offer Attachment D	5 pts
Cost Attachment D-1	35 pts

The Lead State will compare the combined total of Net price of Unit of Measure of total offer price for all items in each category. The lowest cost will receive the maximum 40 points. All other Offerors will receive points as determined by the ratio* of their costs to the lowest cost. Final cost scores will be calculated based on the following:

Offerors shall submit pricing on all line items listed for each category. If Offeror does not submit a price on a line item listed in each category under the " Net price of Unit of Measure " column "L" or "X" listed in Tab 1 – 10 of **Attachment D-1**, the Lead State will **deduct 1 point per line item left blank and Lead State will deduct 1 point per line item for alternate**

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items that are not an exact or approved equal product from the cost Offer score total given that Offeror.

*Ratio Calculation: Lead State will award a cost score to each Cost Offer based upon the percentage of the proposed cost as compared to the lowest Offerors cost using the following formula:

Scoring of cost of Offerors who submit Offer on Tab 1 for all categories:

$$\frac{\text{lowest cost of all Offerors}}{\text{cost being scored}} \times \text{cost points possible} = \text{cost score}$$

Scoring cost of Offerors who submit Offer on “each” individual Tab 2 – 10 per category:

$$\frac{\text{lowest cost of all Offerors}}{\text{cost being scored}} \times \text{cost points possible} = \text{cost score}$$

The Lead State will total the two Cost Offer Scores.

Offerors shall submit pricing on all line items listed for each category. If Offeror does not submit a price on a line item listed in each category under the "Net price of Unit of Measure " column “L” or “X” listed in Tab 1 – 10 of **Attachment D-1**, the Lead State will **deduct 1 point per line item left blank and Lead State will deduct 1 point per line item for alternate items that are not an exact or approved equal product** from the cost Offer score total given that Offeror.

Total Score: The Lead State will combine the scores from Phase 2 and Phase 3.

5.3 Sample Evaluation Score Sheet

Sample RFP Evaluation Score Sheet

TITLE OF SOLICITATION # Parks & Recreation and Playground Equipment, Installations and Related Goods & Services

RFP EVALUATION SCORESHEET

Firm Name: _____
Evaluator: _____
Date: _____

Score will be assigned as follows:

- 0 = Failure, no response
- 1 = Poor, inadequate, fails to meet requirement
- 2 = Fair, only partially responsive
- 3 = Average, meets minimum requirement
- 4 = Above average, exceeds minimum requirement
- 5 = Superior

	Evaluator (No. ____)	Score (0-5)	Weight	Points
1. Demonstrated Ability to meet Products and		---	---	---

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Services Attachment A (90 points possible)				
Section 1	25 pts possible		X 4	
Section 2	10 pts possible		X 2	
Section 3	30 pts possible		X 6	
Section 4	20 pts possible		X 4	
Section 5	5 pts possible		X 1	
5. Cost (40 points possible)	40 pts possible			* Inserted by Lead State
Step One	5 pts possible		X 1	
Step Two	35 pts possible		X 1	
TOTAL EVALUATION POINTS	(130 pts possible)		Total	

5.4 Award of Master Agreement(s) and Award of Participating Addenda

5.4.1 Master Agreement(s) Award(s)

The Lead State intends to award a Master Agreement(s) to each Offeror with a combined total score in excess of 75 points in the Category(ies) and State(s) or Region(s) proposed, as applicable.

If an Offeror is awarded all categories, Offerors entire catalog is awarded and may be attached as an exhibit. If an Offeror is only awarded a specific category or categories but not all categories, the Offeror must have a catalog website for only the products and services awarded and will not be able to post, show, or rely on its entire catalog. This means the Offerors entire catalog should not be viewable by Purchasing Entities.

5.4.2 State/Entity Specific Participating Addenda Award(s)

To the extent the applicable state law requires the Participating Entity to further define the process by which Purchasing Entity decides from which Contractor to acquire Goods and/or Services, the Participating Entity shall define that process in its Participating Addendum.

5.4.3 State of Oregon Participating Addendum – Multiple Award Methodology

In the event of a multiple award of Master Agreements under this RFP, the State of Oregon intends to enter into a Participating Addendum, substantially in the form attached hereto as Attachment G, with one or more of the awardees of Master Agreement. The State of Oregon may elect not to enter into a Participating Addendum with each of the awardees. In the event the State of Oregon elects not to enter into a Participating Addendum with each of the awardees, after applying all applicable State preferences, the State of Oregon may enter into a Participating Addendum with the five highest ranked Offerors who provide Goods or Services on a national level, and in addition the State of

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Oregon may enter into a Participating Addendum with the three highest ranked Offerors who provide Goods or Services in the State of Oregon only.

5.4.4 State of Oregon Participating Addendum – Purchasing Entity Contractor Selection

In the event the State of Oregon elects to enter into a Participating Addendum with more than one of the awardees of Master Agreements, a Purchasing Entity, that is a state agency, using the State of Oregon's Participating Addenda, must apply all applicable State preferences and use one the following processes to make its selection of a provider among the holders of State of Oregon Participating Addenda. The Purchasing Entity must document its selection process in its procurement file. The Purchasing Entity may:

5.4.4.1 *For purchases under \$10,000* – Purchasing Entity may directly award a Contract to the Contractor of Purchasing Entity's choice;

5.4.4.2 *For purchases over \$10,000* -

5.4.4.2.1 Sole Source/Brand Name Justification: Purchasing Entity may directly award a Contract to the Contractor in compliance with the applicable statutes and rules documenting a sole source or brand name;

OR

5.4.4.2.2 Highest Ranked Offeror in RFP that holds a Oregon Participating Addendum: Purchasing Entity may issue purchase orders or contracts for Goods to the awardee who received the highest total points in response to the RFP and was awarded a Participating Addendum in Oregon;

OR

5.4.4.2.3 Highest Ranked Proposer in a Market Basket based upon Best Value Comparison: Purchasing Entity may, on an annual basis (beginning with the Effective Date of the Participating Addendum and then on each anniversary date thereafter) make a selection to be effective for the entire contract years period, based upon the following factors for a select group of Goods an/or Services (Market Basket):

- Applicable discounts and incremental pricing options;
- Shipping costs;
- Delivery process and service levels;
- Applicable warranties;
- Contractor's past performance record through reference checks;
- Contractor's service area;
- Price comparison of the current market value of Good and Services

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similar to the Products:

- Price comparison to past purchases and the goods similar to the products, taking the inflation rate into account;
- Cost analysis through an element-by-element examination of the estimated or actual cost of proposed goods to determine whether the supplier's costs are in line with what reasonably economical and efficient performance should cost. Some of the cost elements examined for necessity and reasonableness are materials' costs, labor costs, equipment and overhead;
- Comparison of pricing to MSRP;
- Market conditions and competition levels;
- General economic conditions;
- Life cycle costing including expected life, salvage value and discounted total cost of ownership.

OR

5.4.4.2.4 Cost Comparison: Purchasing Entity may conduct a product-specific comparison based upon price.

5.5 Notice of Intent to Award

After a final selection(s) is made, the Lead State will issue a notice of intent-to-award Master Agreement(s) announcement in OregonBuys. Offer files are public records and available for review at the offices of the Lead State by appointment. Due to the Governor's Executive Order, # EO 20-30, signed June 30, 2020, and in specific response to Item #2(b)(7) of that Executive Order, the Lead State will schedule a virtual Teams meeting appointment with the Offeror.

5.6 Protest

A protest must be submitted in Writing to the Lead State Contract Administrator identified in Section 1.2 of this RFP and must be received within **seven (7) calendar days** after the date of the notice of intent to award. Award protests must meet the requirements of Lead State's statutes, regulations, and rules to be considered. The Lead State will not consider any protests that are received after this deadline.

The Lead State will address all timely submitted protests that are in accordance with their statutes, regulations and rules within a reasonable time following the Lead State's receipt of the protest and the Lead State will issue a written decision to the Offeror who submitted the protest. Protests that do not include the information required by the Lead State's statutes, regulations and rules may be rejected by Lead State. Lead State will receive protests in the following forms:

5.6.1 Protests must:

- Be emailed to the Lead State Contract Administrator
- Reference the RFP number

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- Identify prospective Offerors name and contact information
- Be sent by an authorized representative
- State the reason for the protest, including:
- The grounds that demonstrate how the procurement process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and
- Evidence or documentation that supports the grounds on which the protest is based

5.6.2 Protest Response

DAS PS will respond timely to all protests submitted by the due date and time listed in the Schedule. Protests that are not received timely or do not include the required information may not be considered.

5.7 Post Award Formalization of the Master Agreement

The Lead State reserves the right during negotiation of the Master Agreement(s) to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and award. The Lead State reserves the right to accept Master Agreement or pricing changes that are in the best interest of the Lead State.

Attachment A

Description of Products and Services- Evaluation Criteria

THESE SECTIONS ARE MANDATORY - OFFERORS MUST RESPOND TO THE FOLLOWING CRITERIA FOR THEIR OFFER TO BE ACCEPTED AND SCORED BY THE SOURCING TEAM

Categories

The attachment consists of 11 Tabs with 10 scored categories. This Offer has been divided into categories with items that generally represent those most frequently purchased during the previous Master Agreement term. Offers will be considered from qualified Offerors that can provide all products at minimum of one entire category listed below and be able to supply the products to a minimum of one entire State.

The United Nations Standard Products and Services Code (UNSPSC) codes are to be identified on **Attachment D-1** to further describe each product in each category.

Tab 1: All Categories (Indoor & Outdoor Fitness Equipment, Outdoor Furniture, Park Site Furnishings, Safety Surfacing, Track and Field, Floating Dock products, Shelter & Shades, Waterparks (Spray & Splash), Electronic Play (Audio & Visual & Touch))

Tab 2: Indoor & Outdoor Fitness Equipment

Tab 3: Outdoor Furniture

Tab 4: Park Site Furnishings

Tab 5: Safety Surfacing

Tab 6: Track and Field

Tab 7: Floating Dock products

Tab 8: Shelters & Shades

Tab 9: Waterparks (Spray & Splash)

Tab 10: Electronic Play (Audio & Visual & Touch)

Tab 11: Value Added products and services (not scored)

This procurement contemplates a multi-state scope and may result in more than one award. The following are the weighted evaluation criteria for this procurement.

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1. Experience and Capabilities

- 1.1. Experience in performance of comparable engagements/References;
 - 1.1.1. ESB/MBE/WBE/DV & DBE Programs;
 - 1.1.2. Growth Incentives;
 - 1.1.3. The quality and availability of recycling or other sustainability programs, including products or services offered;
 - 1.1.4. The quality and availability of recycling or other sustainability environmental conservation programs, including products and/or services offered;
 - 1.1.5. The number of available green environmentally preferable products that meet the Solicitation's specifications available, showing a robust supply of green/sustainable products;
- 1.2. Conformance with the terms of this RFP;
 - 1.2.1 Return Policy;
 - 1.2.3 Distribution points;
 - 1.2.4 Delivery;
 - 1.2.5 Shipping;
 - 1.2.6 Range of commodities offered;
 - 1.2.7 Scope of geographical coverage offered;
 - 1.2.8 Accurate and meaningful marking of green products in the on-line catalog when applicable;
- 1.3. Expertise and availability of key personnel;
 - 1.3.1 Contract Management (Distributors/Resellers);
 - 1.3.2 The favorability of the terms under which the Offeror will do business;
- 1.4. Demonstrated Competence;
 - 1.4.1 Reporting Capabilities Disaster Recovery Plan;
 - 1.4.2 Web based ordering System;
 - 1.4.3 The number of available green environmentally preferable products that meet the solicitations specifications available, showing a robust supply of green products.
- 1.5. Reasonableness of pricing.

While the primary purpose of this Solicitation is to select one or more Offerors who can offer the supplies for all Participating States, Offerors are permitted to submit a Offer for more limited geographical areas not less than one entire Participating State. Offerors must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all potential Participating States. However, if an Offeror elects to submit a Offer for a single State then the Offeror must be willing to supply the entire State and will not be allowed to add additional States following award or at any time during the term of the Master Agreement or any renewals.

A Participating State may evaluate and select an Offeror for award in the best

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interests of the State. Administration of any such award will be done by the Participating State(s) involved.

Participating States and Purchasing Entities reserve the right to competitively solicit for additional sources for commodities during the Master Agreement term, where deemed to be in the best interests of the State(s) or entities involved. Further, Participating States may have existing awards for commodities within the scope of this Solicitation.

Any Participating Entity reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of that Participating Entity.

All pricing listed shall be ceiling prices with the option for Participating Entities to negotiate more favorable discounts for large orders.

Pricing shall be firm for the first year and may be changed with thirty (30) days' notice after initial term.

Price increases for products may not be requested more than two times a year. Offeror must submit a request to the Lead State at least 60 days before the proposed effective date of the increase. The request must include sufficient documentation supporting the request (PPI Standard <https://www.bls.gov/PPI/> which includes but not limited to screen shots of current PPI Standard and manufactures letters) that is acceptable to the Lead State.

The Participating Entities and Purchasing Entities reserve the right to update product specifications based on changes in regulations, in addition to third party certification criteria.

Participating Entities may elect to designate the resulting Participating Addendums as permissive, or mandatory.

2. VOLUME DISCOUNTS

2.1. General

Additional volume and other price discount options are encouraged, which can distinguish between individual order minimum quantities, cumulative volume discounts, and other discount terms that may be defined by the Offeror. Extensions of additional discounts past the Master Agreement's initial term are not required but may be evaluated if offered.

2.1.1 Cumulative Ordering Volume Discounts

The Offeror is invited to identify additional percentage discounts if total cumulative ordering volumes (by all Purchasing Entities) exceed an amount specified by the Offeror. If the volume of total orders exceeds that amount in any

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quarter, the offered discount will apply to future orders during the term of the award(s), as extended through option exercises.

2.1.2 Additional Volume Discount for Minimum Order Quantity

The Offeror is also invited to identify additional discounts for minimum order quantities. Purchasing Entities may consolidate purchases in order to take advantage of any volume discount extended by Offeror for minimum orders, so long as a single delivery location at the discretion of the Purchasing Entity is specified.

2.1.3 Minimum Orders

No minimum dollar or item count is allowed on orders from Purchasing Entities. Participating States reserves the right to authorize a minimum via their Participating Addendums.

3. ESTIMATED PURCHASES

The total purchase of any individual item on the Master Agreement is not known. The Purchasing Division has attempted to give an accurate estimate of probable purchases of each item for the Master Agreement term. The Purchasing Division does not guarantee that the Participating States will buy any or all estimated amounts of any specified item or any total amount.

4. SERVICES

4.1. Ordering Capabilities

Orders resulting from this Master Agreement will be placed directly with the Offeror by the individual Purchasing Entity. The Offeror must have toll free telephone, fax numbers and email address for use by those entities located outside of the Offerors toll-free area. The Offeror will ship and bill as requested by the Purchasing Entity. The Purchasing Entity will remit payment directly to the Offeror. As an example, there are approximately 1,000 possible separate delivery locations within the State of Oregon. The number of locations will vary by Participating Entity.

Please supply your toll-free telephone, facsimile number and email address.

In addition to the market basket items, Purchasing Entities will be allowed to order from a successful Offerors catalog(s) and website for delivery anywhere within the Participating States. NASPO ValuePoint requires internet catalogs.

4.2. F.O.B. Destination

Prices for all items associated with this Master Agreement are to be FOB Destination anywhere within the state or geographic area offered. Any exceptions to this provision must be clearly stated as an exception to this document.

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4.3. On-line Ordering

4.3.1 Successful Offeror shall provide Internet Catalogs for all Purchasing Entities as described below.

On-line Catalogs available? __Yes __ No

4.3.2 Provide a descriptive narrative for the type of internet catalog offered, and a URL link.

4.3.3 Offeror must designate market basket items in their on-line catalogs for ease of ordering. What symbol or marking will you use to identify market basket items?

4.3.4 Offeror shall designate all environmentally preferable products (EPP) in their on-line catalogs. Describe the designation (symbol) that you will use to identify these EPP products.

4.3.5 Offeror shall provide accurate and meaningful labeling of environmentally preferable products offered in the on-line catalog when applicable.

4.3.6 Offeror shall explain or describe what they do to clearly identify in their online catalogs and on their shelves how they designate all environmentally preferable products (EPP) that have received any of the following appropriate 3d-party designation certifications:

(1) Biodegradable Products Institute (example: compostable bags, food service ware);

(2) Consortium for Energy Efficiency (example: lamps);

(3) Cradle to Cradle (example: building materials, construction adhesives, etc.);

(4) Design Lights Consortium (example: LED lighting equipment);

(5) ENERGY STAR (example: HVAC and lighting equipment);

(6) Forest Stewardship Council (example: wood and paper products);

(7) Master Painters Institute (MPI) Green Performance Standard (example: paints and coatings);

(8) Scientific Certification Systems (SCS) Indoor Advantage Gold (example: building materials, furniture);

(9) Scientific Certification Systems (SCS) FloorScore (example: flooring, flooring adhesives, underlayment, etc.);

(10) UL GREENGUARD (example: adhesives, flooring, insulation, sealants, etc.);

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(11) USDA Biobased (example: lubricants, building materials, etc.);

(12) WaterSense (example: water efficient fixtures, toilets, etc.);

4.3.7 Offeror shall also explain or describe how products meet the following standards are clearly identified:

(1) Restriction of hazardous Substances (RoHS) Directive;

(2) South Coast Air Quality Management District (SCAQMD) limits on volatile organic compounds (VOCs, which apply to adhesives, sealants, coatings, etc.)

(3) US EPA's (recycled content) Comprehensive Procurement Guidelines (CPGs);

(4) Rechargeable Batteries; and

(5) Solar Powered Equipment.

Offeror may suggest other 3rd party certifications as applicable and include a description.

In addition, Offeror shall describe the designation (symbol) that you will use to identify these EPP products provided, including the certification or standard that it meets, and where a buyer would find clarification on the website about what the designation means.

4.4. E-commerce Description

The successful Offeror shall have a proven record of E Commerce capabilities, with the technology and support personnel to provide content deployment or punch out access to their online catalog, for the purpose of supporting the purchasing web sites of the Participating States. Integration of a punch out website may be a requirement of a Participating Entity and Offeror should be able to support the requirement. Provide a clear narrative addressing the statements above.

4.5. E- Commerce and Web Catalog Capabilities

4.5.1 Describe how your system addresses the following:

(1) Multiple search options from narrow options to specific search criteria;

(2) Display pricing;

(3) Have workflow management controls;

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- (4) On-line ordering capability;
- (5) Order status and order tracking capabilities;
- (6) Order history;
- (7) Allow users to develop personal lists and profiles, and a secure means for storing procurement card information;
- (8) Online help to use site should be available at minimum during normal work hours.
- (9) Technical data, illustrations, Safety Data Sheets (“SDS”), parts availability, and access to web-based product sourcing is required;
- (10) Allow viewers to view online Offerors product availability by location;
- (11) Ability to block certain items or categories.
- (12) Ability to accept “P-Card” payments.
- (13) Web-based Catalog available?
☐ Yes ☐ No
- (14) Pricing available online?
☐ Yes ☐ No
- (15) Online workflow management?
☐ Yes ☐ No
- (16) Order Status/Tracking Online?
☐ Yes ☐ No
- (17) Order History?
☐ Yes ☐ No
- (18) Personal Lists?
☐ Yes ☐ No

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(19) Online Availability?

☐ Yes ☐ No

(20) What are you doing to ensure that your EPP products are properly identified and labeled in your Catalogs?

(21) Offeror is able to highlight EPP products either through prioritizing the EPP products in the online catalog, or by offering to substitute conventional with greener products?

☐ Yes ☐ No

4.6. Storage of Electronic Data

4.6.1 Describe in detail how the electronic information for each Participating Entity shall be stored.

4.6.2 Do you have a dual system as a backup in the unlikely event that the main information storehouse becomes unusable?

4.6.3 Provide a general description of security protocol including storage of data, ordering security and data file security.

4.7. Catalogs

The successful Offeror must provide paper and/or computer media catalogs to all Purchasing Entities upon request for the duration of this Master Agreement. Offeror to explain if catalog identifies environmentally preferable products with associated EPP certifications.

4.8. Procurement Card Policy

4.8.1 The successful Offeror must offer the capability to accept procurement cards as an acceptable form of payment. Level III reporting is preferred.

Procurement Cards Accepted? ☐ Yes ☐ No

4.8.2 Explain in detail your reporting capabilities for procurement card transactions.

4.9. Forced Substitutions

4.9.1 Forced substitutions are not allowed. If an ordered item is out of stock, the Offeror must notify the purchasing entity for prior approval before substituting for the out-of-stock item. Explain your methodology for items that are discontinued or out of stock. This must include your substitution policy.

4.9.2 Explain how you will notify customers about out of stock items and how you will provide information about how the substituted product compares with the product that is out of stock.

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4.10. Customer Service Representatives

- 4.10.1 Offeror shall provide each Purchasing Entity with customer service representatives assigned to handle questions and resolve all problems that arise.
- 4.10.2 Service representatives shall be available, at a minimum, from 8:00 am to 5:00 pm in EACH time zone, Monday through Friday. Service representatives shall be available by phone (via local or toll-free number), fax, or email during the required times for each Participating Entity.
- 4.10.3 This Solicitation is for all States and all time zones. Describe how you will manage the servicing of the States for each time zone you are proposing on.
- 4.10.4 Provide an emergency phone number, contact name (if applicable), and email address for afterhours use.
- 4.10.5 All service representatives shall have online access to account information and provide a timely response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, pricing, category discounts, product availability, product information, account and billing questions, and Participating Addendum compliance requirements.
- 4.10.6 Describe in detail the process that shall be used to ensure adequate service representatives will be available.

5. Administration and Marketing

5.1. Return Policy

What is your standard return policy?

5.2. Distribution Points

It is desirable that a successful Offeror has inside and outside sales staff and distribution facilities located in all Participating States or geographic area offered. Offerors must provide the locations of their distribution points and information regarding sales staff for each state or geographic area offered.

5.3. Contract Management

- 5.3.1 Describe the Offeror's strategy for contract management and sales support including roles and responsibilities as they relate to each Participating State for each of the proposed account teams that will handle contract management issues.
- 5.3.2 It is desired that Offeror have a representative(s) that has the sole responsibility of management of this NASPO ValuePoint Master Agreement. Provide a list the name(s) and title(s) of the dedicated representative(s) per region or State.

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5.3.3 Does your contract management include customer training? Please provide a detailed narrative including, at a minimum, the following:

- (1) Sustainable Products (e.g., energy efficient, water efficient, low toxicity, recycled content, etc.);
- (2) Review of environmentally preferable products with third party certifications (see section 4.3.6 above for a list of some of the 3rd party certifications).
- (3) New products;
- (4) Equipment and operation- Manufacturer/certified set up and training; and
- (5) Seminars and other learning opportunities.

5.4. Delivery

5.4.1 Delivery time for in-stock items should not exceed 72 hours for all points within the Participating States. The Participating States reserve the right to impose restrictions. Explain in detail your delivery policy.

5.4.2 Specify Guaranteed Delivery Time for In-Stock Items.

5.4.3 Specify Guaranteed Delivery Time for Non-Stock Items.

5.4.4 SDS must accompany all orders at the time of delivery (where applicable).

5.4.5 The Participating States expect high delivery standards from all contractors. Penalties may be imposed on contractors that have continual late deliveries. These penalties may include but are not limited to cancellation of orders, request for discounted pricing, non-use of an offending contractor or cancellation of the contractor's Participating Addendum(s).

5.5. Shipping

5.5.1 All shipments are to be delivered per instructions outlined by the Purchasing Entity. All shipments shall include a packing label that includes at a minimum the following information on the outside of the package:

Purchasing Entity;
Delivery Address;
Purchasing entity;
Contact; and
Telephone number.

5.5.2 A packing slip shall also be included with each shipment, which shall include at a minimum the following information in no particular order:

Line item description;
Date ordered;
Quantity ordered;
Quantity included in shipment;
Any backordered items;
Unit Price and extension;
Number of parcels;

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Purchase Order Number;
Purchasing entity name; and
F.O.B. Destination.

5.5.3 Describe in detail how your company has implemented environmentally sound shipping and transportation practices. For example:

- a. Is your company a US EPA SmartWay Partner?
- b. Does your company use alternative fuel vehicles (e.g., electric, battery hybrid electric, bio-based diesel, etc.?)
- c. Does your company reduce energy usage or other environmental impacts during shipping?

5.6. Implementation

5.6.1 Implementation of this Master Agreement is vital to the Participating States. Describe in detail your implementation program including an estimated timeline to include at minimum the following points.

5.6.2 Describe in detail the Offeror's implementation plan, including all process steps.

5.6.3 Detail the specific information, resources, and assistance the Offeror will require from each Participating State to implement the Participating Addendum.

5.6.4 Describe how soon from execution of the Participating Addendum the online ordering system will be available to each Participating State. If a phased implementation is planned in terms of limited functionality vs. complete functionality, please specify.

5.6.5 Describe in detail the Offeror's experience when implementing customer relationships of equivalent size and complexity.

5.6.6 Describe any customization abilities for different States or political subdivisions within a Participating State.

5.7. Reporting Capabilities

5.7.1 The Offeror shall provide information on all reports that are available without charge, to include a brief description of the report and the frequency. If there are other reports available at additional pricing, information on these reports is also required. Please note the reporting requirement in the NASPO ValuePoint terms and conditions; in addition, states may have additional reporting requirements.

5.7.2 Explain your company auditing policy to ensure that pricing and services are in compliance with the Master Agreement. Explain your policy for revenue recovery in the event that any auditing reveals incorrect pricing.

5.7.3 Does your company provide a green product spend report? Please describe how your company reports environmentally preferable product purchases.

5.8. Sustainability/Environmental Practices

Sustainability and sound environmental practices are important to many of the Participating States. Thoroughly describe your sustainability and environmental

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practices that you currently have in place. This description should include the following:

5.8.1 Sustainability Program

- a. Does your company have a corporate-wide sustainability policy? If yes, attach or provide a link to your sustainability policy as well as any related policy initiatives such as a Climate Action Plan, a Zero Waste Policy, a Toxics Reduction Strategy, or a Green Fleet Policy. Also, please summarize what your corporate sustainability policy directs your company to do.
- b. Describe the key elements of your company's sustainability program including sustainability staff positions, qualifications and training.
- c. Describe Offeror's environmental practices that are applicable to items that Offeror market. Provide links to your published statements, policies and reports and summarize key accomplishments.

5.8.2 Product Take Back/End of Life:

- a. Provide a list of products for which you provide end of life take-back and recycling (e.g. fluorescent lamps, batteries, solvents, metals, etc.). List subcontractors if any you use for these services. List any fees or conditions for these services. Certificates of Disposal must be provided for hazardous waste. This is an EPA requirement.
- b. Offeror is to minimize or eliminate the use of disposable containers that are made from recycled content or other bio-based fibers; easily recyclable; contains a minimum of 25% by weight of post-consumer materials; and/or meets or exceeds the minimum post-consumer content level for respective packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines.
- c. Offeror is to provide packaging that does not contain inks, dyes, pigments, adhesives, stabilizers, or any other additives to which any lead, cadmium, mercury or hexavalent chromium has been included as an element during manufacture or distribution in such a way that the sum of the concentration's levels of such lead, cadmium, mercury or hexavalent chromium exceed the following concentration level: 100 parts per million by weight (0.01%).

5.8.3 Product Choice:

- a. Offeror's green claims are consistent with the Federal Trade Commission's Green Guides. (for more information visit: <https://www.ftc.gov/news-events/media-resources/truth-advertising/green-guides>)

Yes ___ No___

5.8.4 Other Sustainability Practices:

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- b. Offeror may provide additional information explaining their company's sustainability policies, practices and/or achievements. Attach appropriate documentation to substantiate claim.
- 5.9. Emerging Small Business, Minority Business Enterprise, Women Business Enterprise, And Disabled Veteran Owned Business. (Offeror's response to Section 5.9 will be provided to potential Participating Entities but will not be scored.)
 - 5.9.1 Some Participating States, may desire to purchase products and services from ESB/MBE/WBE/DV & DBE companies. Some Participating States may or may not have an ESB/MBE/WBE/DV & DBE program and therefore each state will integrate this desirable into its Participating Addendum, if applicable. In some Participating States, to qualify as an ESB/MBE/WBE/DV & DBE supplier the listed companies must be registered with either the government or a recognized certifying entity and provide a certification type and number. Registered ESB/MBE/WBE/DV & DBE companies must be operating from a legitimate commercial site, carry all applicable insurance policies, required business licenses, and have operated continuously for at least two years. Please explain how the Offeror will provide opportunity for, ESB/MBE/WBE/DV & DBE companies.
 - 5.9.2 At a minimum, the following policies and practices must be described in detail:
 - 5.9.3 Describe in detail how the Offeror will work with the registered companies to determine what products can be a part of the Master Agreement.
 - 5.9.4 Describe in detail how the Offeror will track all ESB/MBE/WBE/DV & DBE Products and services, including ordering, delivery, and invoicing.
 - 5.9.5 Provide a list of Products that may be available to be purchased from ESB/MBE/WBE/DV & DBE companies under the proposed Master Agreement.
 - 5.9.6 Describe how Offeror will make best efforts to increase the number of Products available to Purchasing Entities under the Master Agreement acquired from ESB/MBE/WBE/DV & DBE businesses.
 - 5.9.7 Describe what other products or services the Offeror can offer within a category that supports ESB/MBE/WBE/DV & DBE suppliers.
- 5.10. Community Rehabilitation Program (CRP) / Qualified Rehabilitative Facilities (QRF): (Offeror's response to Section 5.10 will be provided to potential Participating Entities but will not be scored.)
Describe how the Offeror supports the use of products and/or services sourced from QRF and the CRP programs.

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5.11. Growth Incentives:

5.11.1 Describe in detail any Master Agreement growth incentives, e.g. larger revenue, different levels of discounts for large orders that may be offered to the Participating States/Purchasing Entities.

5.11.2 Describe in detail any incremental pricing incentives for on-line ordering verses fax or call-in ordering.

6. Additional Services

6.1. Training

6.1.1 Offeror shall provide all training as necessary at no additional pricing to all Participating Entities on all aspects of ordering, online ordering, product delivery, product returns, EPP's, and customer service processes.

6.1.2 Describe in detail the Offeror's ability to offer training that may be required to ensure Purchasing Entities have a thorough understanding of all ordering processes including any online systems. Offeror shall not charge pricing for product training, safety training, or travel and per Diem to Purchasing Entities.

6.2. Disaster Recovery

Please describe your emergency management plan to aid States during an emergency or disaster recovery. Be specific as to response time, supplies availability and other goods and services that you offer.

6.3. Installation, if applicable

Please describe Offeror's ability to provide installation services of products or equipment that Participating States may choose to award in their Participating Addendum.

6.4. Value added solutions

Offeror is encouraged to suggest value added solutions that may improve Participating States and Purchasing Entities use of the Master Agreements and products offered. One such value-add is customized projects.

6.5. Customized Projects

6.5.1 Customized projects are a service which is not currently listed in the supplier's Master Agreement catalog or on-line ordering system at the time of order receipt but is capable of being supplied through the Offeror.

6.5.2 If the Offeror is capable of supplying customized projects, they must specify the category it falls under.

6.5.3 The Offeror must state if there is an up charge for all customized products. Up charges must be detailed on invoices as a separate item from the product charge.

Attachment B
SAMPLE NASPO ValuePoint Master Agreement

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Attachment C
HISTORICAL SALES

	Allplay Systems, LLC	Landscape Structures, Inc.	MRC, Inc.	Northwest Playground Equipment, Inc.	Play & Park Structures	Playworld Systems, Inc.	RubbeRecy cle, LLC	Superior International Industries, Inc.	Gross Sales Total
2016									
1									
Total Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Admin Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2									
Total Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Admin Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3									
Total Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Admin Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4									
Total Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Year 1 sales total									\$0.00
2017									
1									
Total Sales	\$0.00	\$0.00	\$0.00	\$33,255.00	\$0.00	\$0.00	\$32,360.00	\$0.00	\$65,615.00
Total Admin Fee	\$0.00	\$0.00	\$0.00	\$83.14	\$0.00	\$0.00	\$80.90	\$0.00	
2									
Total Sales	\$31,561.40	\$171,326.00	\$55,393.57	\$39,751.00	\$888.30	\$31,465.00	\$13,579.28	\$30,745.01	\$374,709.56
Total Admin Fee	\$78.90	\$428.32	\$138.48	\$99.38	\$2.22	\$78.66	\$33.95	\$76.86	
3									
Total Sales	\$93,873.77	\$145,881.00	\$54,785.75	\$116,315.00	\$3,700.80	\$658,044.00	\$0.00	\$7,087.51	\$1,079,687.83
Total Admin Fee	\$234.68	\$364.70	\$136.96	\$290.79	\$9.25	\$1,645.11	\$0.00	\$17.72	
4									
Total Sales	\$156,638.49	\$417,299.00	\$107,093.05	\$135,178.00	\$31,959.10	\$174,162.62	\$0.00	\$69,976.19	\$1,092,306.45
Year 2 sales total									\$2,612,318.84
2018									
1									
Total Sales	\$47,995.69	\$269,264.00	\$68,080.41	\$29,923.50	\$2,953.80	\$136,708.69	\$0.00	\$69,364.40	\$624,290.49
Total Admin Fee	\$119.99	\$673.16	\$170.20	\$74.81	\$7.38	\$341.77	\$0.00	\$173.41	
2									
Total Sales	\$43,041.49	\$984,339.19	\$202,701.32	\$9,792.00	\$21,615.27	\$815,231.48	\$22,773.66	\$108,674.69	\$2,208,169.10
Total Admin Fee	\$107.60	\$2,460.85	\$506.75	\$24.48	\$54.04	\$2,038.08	\$56.93	\$271.69	
3									
Total Sales	\$32,113.41	\$1,464,361.54	\$168,168.64	\$160,598.30	\$85,204.00	\$514,532.88	\$0.00	\$46,709.10	\$2,471,687.87
Total Admin Fee	\$80.28	\$3,660.90	\$420.42	\$401.50	\$213.01	\$1,286.33	\$0.00	\$116.77	
4									
Total Sales	\$4,182.15	\$1,453,394.00	\$27,951.23	\$565,798.76	\$4,494.95	\$418,986.69	\$0.00	\$117,713.12	\$2,592,520.90
Year 3 sales total									\$7,896,668.36
2019									
1									
Total Sales	\$24,608.69	\$251,906.00	\$44,041.62	\$83,104.10	\$528.41	\$405,490.00	\$0.00	\$38,987.40	\$848,666.22
Total Admin Fee	\$61.52	\$629.77	\$110.10	\$207.76	\$1.32	\$1,013.73	\$0.00	\$97.47	
2									
Total Sales	\$45,338.00	\$921,120.00	\$85,991.83	\$227,664.00	\$75,189.07	\$145,203.00	\$0.00	\$237,025.51	\$1,737,531.41
Total Admin Fee	\$113.35	\$2,302.80	\$214.98	\$569.16	\$187.97	\$363.01	\$0.00	\$592.56	
3									
Total Sales	\$236,265.53	\$1,681,549.00	\$97,040.35	\$17,659.35	\$202,732.57	\$279,283.00	\$0.00	\$241,661.63	\$2,756,191.43
Total Admin Fee	\$590.66	\$4,203.87	\$242.60	\$44.15	\$506.83	\$698.21	\$0.00	\$604.15	
4									
Total Sales	\$480,695.18	\$1,517,143.00	\$255,607.41	\$338,180.00	\$170,859.70	\$116,216.52	\$0.00	\$28,147.07	\$2,906,848.88
Year 4 sales total									\$8,249,237.94
2020									
1									
Total Sales	\$294,311.43	\$759,802.00	\$14,601.06	\$37,948.98	\$106,319.47	\$194,664.28		\$166,186.58	\$1,573,833.80
2									
Total Sales	\$128,903.74	\$1,820,543.00	\$143,746.32	\$114,238.55	\$145,784.40	\$64,534.00		\$51,511.08	\$2,469,261.09
3									
Total Sales	\$37,403.32	\$920,190.00	\$575,783.22	\$258,293.68	\$55,149.89	\$29,090.00		\$139,207.20	\$2,015,117.31
4									
Total Sales	\$60,524.72	\$1,168,574.00	\$627,062.91	\$399,134.41	\$100,238.54	\$137,081.00		\$7,128.00	\$2,499,743.58
Year 5 sales total									\$8,557,955.78
2021									
1									
Total Sales	\$361,128.03	\$460,850.00	\$35,969.65	\$6,771.30	\$211,981.18	\$50,814.00		\$114,128.81	\$1,241,642.97
2									
Total Sales	\$287,858.75	\$785,373.00	\$118,584.68	\$91,132.20	\$85,958.08	\$125,476.30		\$5,167.36	\$1,499,550.37
3									
Total Sales	\$216,806.35	\$986,996.00	\$251,183.59	\$26,796.89	\$76,000.40	\$15,080.53		\$22,381.29	\$1,595,245.05
4									
Total Sales									\$0.00
Year 6 sales total									\$4,336,438.39
Gross Sales Year 1 to 6									\$31,652,619.31

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Attachment D
COST OFFER and MARKET BASKET COST OFFER

Offeror must submit cost and prices as required by **Attachment D-1** Cost Spreadsheet. Prices shall include all anticipated charges, including but not limited to, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offerors performance.

In addition, Offeror shall complete and submit the below discount information:

Percentage off list per category

Company Name _____

Please provide the percentage off of list pricing for any of the categories Offeror proposes in the table below. The proposed discount percentage must not exceed 4 digits to the right of the decimal point (i.e.10.3729% is acceptable while 10.37292% is not).

Category	Discount
1. Indoor & Outdoor Fitness Equipment	
2. Outdoor Furniture	
3. Park Site Furnishings	
4. Safety Surfacing	
5. Track and Field	
6. Floating Dock products	
7. Shelters & Shades	
8. Waterparks (Spray & Splash)	
9. Electronic Play (Audio & Visual & Touch)	
10. Value Added Products & Services (Not Scored)	

Note: This Price Schedule must be submitted together with Attachment D-1 (Market Basket Pricing Schedule) to the State as a separate attached document in OregonBuys: “Pricing Offer in Response to RFP No. S-10700-00001200” per the Submittal Instructions.

The Offerors Percentage off list discount will not be reduced throughout the life of the Master Agreement except, Offeror can however provide a higher percentage off list discount by providing the Lead State a **thirty (30) day** notice and Lead State approving the discount.

Attachment E
OFFEROR INFORMATION AND CERTIFICATION SHEET

This form must be completed and returned with the Offer in response to Section 3.15 and 4.1 of this RFP. Failure to submit this form with the Offer may result in disqualification for non-responsiveness.

1. Offeror Information:

Offeror/Firm Name (Printed): _____

Address: _____

Citizenship, if applicable: Non-resident alien ☐ Yes ☐ No

Business Designation (Check One):

- | | | |
|---|---|--|
| ☐ Professional Corporation | ☐ Partnership | ☐ Ltd. Partnership Ltd. |
| ☐ Liability Company | ☐ Ltd. Liability Partnership | ☐ Sole Proprietorship |
| ☐ Other _____ | | |

Federal Tax ID #: _____

State Tax #: _____

Secretary of State Corporations Division Registration #: _____

DUNNS #: _____

2. Identify Individual with Authority to Obligate the Offeror Contractually:

Name/Title: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

3. Identify Person Authorized to Negotiate the Master Agreement on Behalf of Offeror:

Name/Title: _____

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Telephone Number: _____

Fax Number: _____

E-mail Address: _____

4. Identify Person Authorized to be Contacted for Clarification of Offer:

Name/Title: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

5. CONTRACTOR CERTIFICATION CLAUSES IN RESPONSE TO RFP

- a. Offeror understands and accepts the requirements of this RFP. By Offer submission, the Successful Offeror(s) agree(s) to be bound by the Master Agreement attached hereto as (**Attachment B**), as modified by Amendment, except for those terms and conditions that DAS PS has reserved for negotiation in the RFP.
- b. Offeror acknowledges receipt of any and all Amendment to this RFP.
- c. Offer is **FIRM** for **180 days** following the Opening.
- d. If awarded a Master Agreement, Offeror agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
- e. Offeror does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin. Nor has Offeror or will Offeror discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.
- f. Offeror certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Offeror, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. Offeror shall provide prompt written notification to the State of any change occurring with respect to Offerors business or interests which is reasonably likely to result in (or has resulted in) an actual or potential conflict between the business or economic interests of the Offeror and those of the State, arising out of, or relating in any way to, the subject matter of the RFP.

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In its notice, Offeror will describe the nature of such actual or potential conflict of interest or remuneration in question in reasonable detail.

- g. Offeror and Offerors employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>. Offeror certifies that all contents of the Offer (including any other forms or documentation, if required under this RFP) and this Offer Certification Sheet, are truthful and accurate and have been prepared independently from all other Offerors, and without collusion, fraud, or other dishonesty. Offeror acknowledges these certifications are in addition to any certifications required in the Master Agreement (**Attachment B**) at the time of Master Agreement execution.
- h. **Participating Entity Only:** While the primary purpose of this RFP is to select one or more contractor(s) who can offer the Parks and Recreation Equipment and Related Services for all Participating States, Offerors are permitted to submit a Offer for one or more State(s). However, if an Offeror elects to submit a Offer for one or more State(s), then the Offeror must be willing to supply the entire State and will not be allowed to add additional States following award or at any time during the term of the Master Agreement(s) resulting from this RFP, including all optional renewals. Offerors must propose to all RFP Mandatory Requirements.

I, the undersigned, certify that I am duly authorized to legally bind the Offeror to the provisions of the RFP and the Master Agreement.

Authorized Signature

Date

Typed or Printed Name and Title of Signatory

Attachment F DISCLOSURE EXEMPTION AFFIDAVIT

 (Affiant), being first duly sworn under oath, and representing [insert Offeror Name] (hereafter “Offeror”), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Offeror, I have knowledge of the Request for Offers referenced herein, and I have full authority from the Offeror to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Offeror has submitted a Offer, dated on or about [insert date] (the “Offer”), to the State of Oregon (State) in response to Request for Proposals S-10700-00001200, for Parks & Recreation and Playground Equipment, Installations and Related Goods & Services, and I am familiar with the contents of the RFP and Offer.
3. I have read and am familiar with the provisions of Oregon’s Public Records Law, Oregon Revised Statutes (“ORS”) 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Offer is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Offer. The Offeror believes the information listed in Exhibit A is exempt from public disclosure (collectively, the “Exempt Information”), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon’s Public Records Law under the specifically designated sections as set forth in Exhibit A or constitutes “Trade Secrets” under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Offeror’s organization and that is used in a business the Offeror conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

- B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique, or process that:

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- i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
- ii. Is the subject of efforts by the Offeror that are reasonable under the circumstances to maintain its secrecy.

5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of _____)

) ss:

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Public for the State of _____

My Commission Expires: _____

EXHIBIT 1 TO ATTACHMENT F

Offeror identifies the following information as exempt from public disclosure under the following designated exemption(s):

Attachment G
OREGON SAMPLE PARTICIPATING ADDENDUM

Attachment H
CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN

Offeror Name: _____ **Date:** _____

Contact Name: _____ **Telephone:** _____ **Email:** _____

“Certified Firm” means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity (COBID) as minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, and emerging small businesses.

Certified Firms must have an equal opportunity to participate in the performance of contracts financed with state funds. By submitting its offer, Offeror certifies that it has taken, and if there are further opportunities, will take reasonable steps to ensure that Certified Firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation.

1. Is Offeror an Oregon certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s): DBE ☐ MBE ☐ WBE ☐ SDV ☐ ESB ☐ and supply

Oregon State Certification Number: _____

2. Include a list of Certified Firms that Offeror has had a contractual relationship with within the last two years.

3. Include a list of firms that Offeror has had a contractual relationship with within the last two years that are not Certified Firms but may be minority-owned, woman-owned, service-disabled veteran-owned or emerging small businesses.

4. Does Offeror foresee any subcontracting opportunities for this procurement? Yes ☐ No ☐

If no, do not complete the rest of this form and submit this first page with your Offer.

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If yes, please complete the following pages and submit all pages with your Offer.

5. Describe the steps Offeror will take to solicit Certified Firms for subcontracting opportunities if awarded a contract from this procurement.

6. Describe the subcontracting opportunities and the approximate dollar value of each that may be available, if awarded a Contract.

7. Would Offeror be willing to report the identity of each subcontractor and the value of each subcontract to COBID if awarded a Contract from this procurement?

**Attachments I through K
ADDITIONAL PARTICIPATING STATES TERMS AND CONDITIONS**