



STATE OF LOUISIANA

Competitive Contract

Vendor: 310280245
Company
PLAYPOWER INC
2580 ESTERS BLVD STE 100
IRVING TX 75261
Phone : 417-354-2509

T Number: 93020
Version: 1
LAPS Contract: Yes
Fiscal Year: 2024
Min.Ord.Value: 0.00
Distributor Contract: Yes
PCard:No
Co-op Agreement:Yes

Contract number: 4400027864
Description: Playground, Rltd Accs, & Svcs-PlayPower

Buyer Information
Name: DANIEL JAMES
Tel Number: 2253428465
Email: ben.james@la.gov

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
10/25/2023 - 02/17/2025

Supplier Text: Statewide Contract for PlayPower & associated brands' Playground Systems, Installation, Service, and Related Items in accordance with the Sourcewell Master Agreement # 010521-LTS with PlayPower, Inc. This contract shall be effective from the October 25, 2023 through February 17, 2025.

Exclusions: excavation (other than for footers), concrete work (other than for footers), masonry, electrical, plumbing, engineering, architecture, landscape architecture, tree removal, facilities requiring engineering or regulatory approvals, enclosed facilities intended for human or animal habitation, and any construction activities requiring licensure but not performed by a properly licensed contractor in accordance with Section 9: Permits, Licenses, and Laws.

Inclusions: equipment, layout and design except as excluded, footers, light ground clearing or leveling, surface forming and installation (surfacing), disassembly of prior equipment, assembly and installation of equipment, and all other authorized elements of Master Agreement # 010521-LTS not herein excluded.

Purchase Order should be routed through the local PlayPower family of brands distributor. Purchase Orders must reference Sourcewell Master Agreement # 010521-LTS and Statewide Contract # 4400027864. Please see the list of distributors below for relevant brands and contact information.

Contract documents include:
Attachment A - Participating Addendum - Pages 1-16
Attachment B - Contract Snapshot - Pages 1-6

Prime Contractor:
PlayPower, Inc.

Recommending Approval:

Approved by:

Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

8. IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

9. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP

TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

ATTACHMENT B - CONTRACT SNAPSHOT

	Playworld Equipment Prices and Labor Rates in US Dollars
Sourcwell Contract #010521 Equipment Pricing & Labor Rates in US Dollars	

FOB ORIGIN (FREIGHT NOT INCLUDED)

		Any Order Amount
Playground Structures, Fitness Equipment, Early Childhood, Site Amenities, Rock & Ropes, Shade	All 50 states & Canada	LIST Less 10%

Replacement Parts & Hardware	All 50 states & Canada	LIST Less 2%
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Custom Equipment	
Level 1 Customs	Priced not to exceed \$10,000
Level 2 Customs	Priced from \$10,001 - \$25,000
Level 3 Customs	Priced from \$25,001 - \$50,000
Level 4 Customs	Priced from \$50,001 - \$100,000
Level 5 Customs	Priced from \$100,001 - \$250,000

Turnkey Solutions:

Equipment Installation	Priced from 30% - 65% of Equipment List Price. Pricing can vary greatly by state/province and across the various regions of the country
Demo & Removal of Existing Equipment	Priced from \$2500 - \$6000 per day. Pricing can vary greatly by state/province and across the various regions of the country
Site Preparation	Priced from \$2500 - \$6000 per day. Pricing can vary greatly by state/province and across the various regions of the country
Planning & Design Services	Priced from \$0 - \$2500 per day. Pricing can vary greatly by state/province and across the various regions of the country
Engineered Wood Fiber Surfacing	Priced from \$38 - \$58 per cubic yard. Pricing can vary greatly by state/province and across the various regions of the country
Poured in Place Rubber Surfacing	Priced not to exceed \$20 per square foot. See separate price schedule
Playground Turf	Priced not to exceed \$22 per square foot
Rubber Tile Surfacing	Priced not to exceed \$24 per square foot
Community Build Layout & Supervision	Priced from \$750 - \$1000 per man day plus materials & equipment. Pricing can vary greatly by state/province and across the various regions of the country
Maintenance & Repairs	Priced from \$60 - \$75 per man hour plus materials & equipment. Pricing can vary greatly by state/province and across the various regions of the country
Bonding	Not to exceed 5% of billed amount

Notes:

1) All equipment to be installed in accordance with specifications by PlayPower factory-certified professional installers
2) Equipment shall be installed within four (4) weeks of product delivery, unless requested by agency to be delayed
3) Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment unless other arrangements have been made
4) Customer shall be responsible for providing a clear, level site and for coordinating the scheduling of all deliveries and installation
5) Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs
6) Equipment installation pricing excludes all site work and landscaping, removal of existing equipment, storage of goods prior to installation, and drainage provisions. Call local representative for an estimate for site services
7) Building Permits, if required, shall be charged at the provider's cost

No Fault Safety Surface (poured-in-place)
SOURCEWELL CONTRACT #010521-LTS-1
 NO FAULT CUSTOMER LINK: <https://nofault.com/>

Sourcewell - LIST PRICE SHEET IN US DOLLARS											
Total Depth & Fall Height	Sq. Ft. Range										
	1000-1499	1500-1999	2000-2499	2500-2999	3000-3499	3500-3999	4000-4499	4500-4999	5000-5499	5500-5999	6000 & Up
1.75" Depth (4' CFH)	\$13.97	\$14.54	\$14.12	\$13.98	\$13.87	\$13.80	\$13.69	\$13.69	\$13.58	\$13.60	\$13.54
2.25" Depth (5' CFH)	\$15.77	\$15.46	\$15.02	\$14.93	\$14.80	\$14.71	\$14.63	\$14.63	\$14.50	\$14.50	\$14.47
2.50" Depth (6' CFH)	\$15.85	\$15.80	\$15.70	\$15.60	\$15.41	\$15.33	\$15.26	\$15.25	\$15.17	\$15.14	\$15.11
3.00" Depth (7' CFH)	\$18.75	\$18.50	\$17.53	\$17.45	\$17.33	\$17.19	\$17.13	\$17.10	\$17.02	\$17.03	\$16.97
3.50" Depth (8' CFH)	\$20.10	\$19.30	\$18.95	\$18.85	\$18.75	\$18.65	\$18.55	\$18.45	\$18.35	\$18.30	\$18.25

Pricing does not apply to projects located in the state of CA. All CA Projects must be quoted separately by NFLIC Sales Manager.

Sourcewell Members will be provided a written proposal for each individual project to include all material, installation, freight and any additional charges that are not included (see

Sourcewell Members may also be eligible for additional discounts depending on the project location, size and scope of work. All eligible discounts will be provided on the written

No Fault Bonded Rubber Mulch (poured-in-place)
SOURCEWELL CONTRACT #010521-LTS-1

Sourcewell - LIST PRICE SHEET IN US DOLLARS											
Total Depth & Fall Height	SF Range										
	1000-1499	1500-1999	2000-2499	2500-2999	3000-3499	3500-3999	4000-4499	4500-4999	5000-5499	5500-5999	6000 & Up
1.50" Depth (not tested for CFH)	\$12.95	\$12.94	\$12.93	\$12.92	\$12.91	\$12.90	\$12.85	\$12.80	\$12.74	\$12.70	\$12.65
2.25" Depth (5' CFH)	\$15.50	\$15.25	\$15.00	\$14.95	\$14.90	\$14.85	\$14.80	\$14.70	\$14.60	\$14.54	\$14.50
2.75" Depth (6' CFH)	\$17.25	\$17.00	\$16.95	\$16.90	\$16.85	\$16.80	\$16.70	\$16.65	\$16.60	\$16.55	\$16.50
3.50" Depth (7' CFH)	\$19.50	\$19.25	\$19.20	\$19.15	\$19.15	\$19.11	\$19.03	\$19.01	\$18.96	\$18.95	\$18.92
4.00" Depth (8' CFH)	\$21.75	\$21.50	\$21.25	\$21.20	\$21.15	\$21.10	\$21.00	\$20.95	\$20.90	\$20.85	\$20.80

Pricing does not apply to projects located in the state of CA. All CA Projects must be quoted separately by NFLIC Sales Manager.

Sourcewell Members will be provided a written proposal for each individual project to include all material, installation, freight and any additional charges that are not included (see

Sourcewell Members may also be eligible for additional discounts depending on the project location, size and scope of work. All eligible discounts will be provided on the written

Qualifications:

- Prices do not include sales tax.
- Prices do not include union or prevailing wages.
- Prices do not include freight or shipping.
- Prices do not include security of site during installation and curing timeframe.
- Prices do not include payment or performance bonds.
- Prices do not include dumpster.

Payment Terms:

Net 30

General Conditions:

- Prices are based on standard color blends of maximum two colors.
- Standard Colors are: Terra Cotta Red, Black, Green & Brown

No Fault Safety Tiles (2' x 2' Playground Tiles)

Sourcewell - LIST PRICE SHEET IN US DOLLARS					
Description	Size	Total Depth	CFH	Color Options	Price Ea.
SBR Pigmented Tile Color Green, Red, Gray or Black	2' x 2'	2.50"	4' CFH	PG40, PG41, PG42, PG43	\$42.00
EPDM Ultra Tile Color Black	2' x 2'	2.50"	4' CFH	PG50	\$43.00
EPDM Ultra Tile Color Series 1	2' x 2'	2.50"	4' CFH	PG62A, PG65A, PG66A, PG67A	\$51.00
EPDM Ultra Tile Color Series 2	2' x 2'	2.50"	4' CFH	PG61A, PG76, PG78	\$54.00
EPDM Ultra Tile Color Series 3	2' x 2'	2.50"	4' CFH	PG63A, PG77	\$59.00
SBR Pigmented Reducer / Transition	48" x 8"			PG40A, PG42, PG43	\$41.00

ATTACHMENT B - CONTRACT SNAPSHOT

ADA Ramp Kit	24" x 24" x 2.50" (includes side & toe)	PG40A, PG42, PG43	\$215.00
SBR Pigmented Tile Color Green, Red, Gray or Black	2' x 2' 4.50" (2.50" tile + 2.125" pad)	5' to 10' CFH	PG40, PG41, PG42, PG43 \$57.00
EPDM Ultra Tile Color Black	2' x 2' 4.50" (2.50" tile + 2.125" pad)	5' to 10' CFH	PG50 \$58.00
EPDM Ultra Tile Color Series 1	2' x 2' 4.50" (2.50" tile + 2.125" pad)	5' to 10' CFH	PG62A, PG65A, PG66A, PG67A \$66.00
EPDM Ultra Tile Color Series 2	2' x 2' 4.50" (2.50" tile + 2.125" pad)	5' to 10' CFH	PG61A, PG76, PG78 \$68.00
EPDM Ultra Tile Color Series 3	2' x 2' 4.50" (2.50" tile + 2.125" pad)	5' to 10' CFH	PG63A, PG77 \$74.00
SBR Pigmented Reducer / Transition	48" x 12" x 4.50"	PG40A, PG42, PG43	\$63.00
ADA Ramp Kit	19-3/4" x 48" x 4.50" (includes sides & toe)	PG40A, PG42, PG43	\$515.00
Components & Accessories	Size and Coverage Description		Price Ea.
Adhesive 4 Gallon	Covers 300 sf		\$295.00
Adhesive 2 Gallon	Covers 150 sf		\$175.00
Egrip 10.3 oz. tube	10 tubes per 1 tile		\$10.00
4-corner Lock	8" x 8" x 17mm (1 per tile)		\$5.00
Sourcewell Members will be provided a written proposal for each individual project to include all material, standard freight and			
Sourcewell Members may also be eligible for additional discounts depending on the project location, size and			

Qualifications:

- Prices do not include installation.
- Prices do not include sales tax.
- Prices do not include freight or shipping.

Payment Terms:

Net 30

General Conditions:

Customer responsible for offloading material at the job site.

No Fault Rubber Mulch (100% Nuggets) Loose Fill

Sourcewell - LIST PRICE SHEET IN US DOLLARS	
RUBBER MULCH (100% Nuggets)	Price (per pound)
Rubber Nuggets (2000# Supersacks)	\$0.50
<i>COLORS OPTIONS: Red, Green, Brown or Black</i>	
RUBBER BORDERS	Price (ea.)
4" (T) x 4" (W) - Timber	\$95.00
6" (T) x 4" (W) - Timber	\$115.00
8" (T) x 6" (W) - Timber	\$170.00
<i>COLORS OPTIONS: Red, Brown or Black</i>	
SWING MATS	Price (ea.)
32" x 54" x 2"	\$160.00
<i>COLOR OPTIONS: Black</i>	
material, standard freight and any additional charges that are not included (see qualifications)	
location, size and scope of work. All eligible discounts will be provided on the written proposal.	

Qualifications:

- Prices do not include installation.
- Prices do not include sales tax.
- Prices do not include freight or shipping.

Payment Terms:

Net 30

General Conditions:

Prices are based on standard colors.
Customer responsible for offloading material at the job site.



USASHADE A Shade Equipment Prices and Labor Rates in US Dollars
& Fabric Structures

Sourcewell Contact #010521 Equipment Pricing & Labor Rates in US Dollars

FOB ORIGIN (FREIGHT NOT INCLUDED)		Order Amount		
		\$1,000-\$19,999	\$20,000 - \$49,999	\$50,000 & above
	Destination			
Shade Equipment & Accessories	All 50 States & Canada	LIST Less 3%	LIST Less 6%	LIST Less 10%

Custom Equipment	
Level 1 Customs	Priced not to exceed \$10,000
Level 2 Customs	Priced from \$10,001 - \$25,000
Level 3 Customs	Priced from \$25,001 - \$50,000
Level 4 Customs	Priced from \$50,0001 - \$100,000
Level 5 Customs	Priced from \$100,001 - \$250,000

Equipment Installation	Priced from 45% - 85% of Equipment List Price. Pricing can vary greatly by state/province and across the various regions of the country
Demo & Removal of Existing Equipment	Priced from \$2500 - \$6000 per day. Pricing can vary greatly by state/province and across the various regions of the country
Site Preparation	Priced from \$2500 - \$6000 per day. Pricing can vary greatly by state/province and across the various regions of the country
Planning & Design Services	Priced from \$0 - \$2500 per day. Pricing can vary greatly by state/province and across the various regions of the country
Stamped Engineered Drawings	Call local representative for quote
Community Build Layout & Supervision	Priced fro \$750 - \$1000 per man day plus materials & equipment. Pricing can vary greatly by state/province and across the various regions of the country
Maintenance & Repairs	Priced from \$60 - \$75 per man hour plus materials & equipment. Pricing can vary greatly by stae/province and across the various regions of the country
Bonding	Not to exceed 5% of billed amount