



STATE OF MICHIGAN

Dept. of Natural Resources - Procurement Services
 PO Box 30028
 525 West Allegan St.
 Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **180000001296**

CONTRACTOR	PlayCore Wisconsin, Inc., dba GameTime
	150 Playcore Drive SE
	Fort Payne, Alabama 35967
	Clint Whiteside
	423-425-3162
	Clint.whiteside@gametime.com
	Michigan Vendor #CV0049895

STATE	Program Manager	James Gallie	DNR
		231-843-7015	
		galliej@michigan.gov	
	Contract Administrator	Patrick Avendt	DNR
		517-388-6265	
		avendtp@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Furnish, deliver and install commercial playground equipment, outdoor fitness equipment, and Americans with Disabilities Act-approved surfacing in state parks across the State of Michigan.				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
7/19/2018	6/30/2022	2 – 2 year	6/30/2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 FOB		As specified on Delivery Order		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
Payment is processed through standard Delivery Orders to the PlayCore dealer network.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 Years	<input type="checkbox"/>		6/30/2026
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$499,000.00		\$850,000.00	\$1,349,000.00	
DESCRIPTION: The State is exercising the second of two 2-year options. The revised contract expiration date after this change notice is 6/30/2026. Adding \$850,000.00. New aggregate total value of the contract is \$1,349,000.00. All other terms and conditions to the contract remain unchanged, including the Michigan MiDeal Program terms and conditions.				

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date



STATE OF MICHIGAN

Dept. of Natural Resources - Procurement Services
 PO Box 30028
 525 West Allegan St.
 Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3
 to
 Contract Number 180000001296

CONTRACTOR	PlayCore Wisconsin, Inc., dba GameTime
	150 Playcore Drive SE
	Fort Payne, Alabama 35967
	Clint Whiteside
	423-425-3162
	Clint.whiteside@gametime.com
	Michigan Vendor #CV0049895

STATE	Program Manager	James Gallie	DNR
		231-843-7015	
	galliej@michigan.gov		
	Contract Administrator	Patrick Avendt	DNR
517-388-6265			
avendtp@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Furnish, deliver, and install commercial playground equipment, outdoor fitness equipment, and Americans with Disabilities Act-approved surfacing in state parks across the State of Michigan.				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
7/19/2018	6/30/2022	2 – 2 year	6/30/2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 FOB		As specified on Delivery Order		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
Payment is processed through standard Delivery Orders to the PlayCore dealer network.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 Years	<input type="checkbox"/>		6/30/2024
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$499,000.00		\$0.00	\$499,000.00	
DESCRIPTION: This Change Notice #3 replaces duplicate Change Notice #1 that was executed 7/5/2022. Contract to include MIDeal extended procurement program. Effective 7/1/2022, the State is exercising the first of 2 – 2 year options. The revised contract expiration date after this change notice is 6/30/2024.				

FOR THE CONTRACTOR:

PlayCore Wisconsin DBA GameTime

Company Name

E-SIGNED by Clint Whiteside
on 2022-07-21 17:46:33 EDT

Manager of Sales Operations

Authorized Agent Signature

Clint Whiteside

Authorized Agent (Print or Type)

2022-07-21 17:46:33 UTC

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2022-07-27 08:39:25 EDT

Signature

Laura Gyorkos

DNR-PROC-PROC

Name & Title

State of Michigan

Agency

2022-07-27 08:39:25 UTC

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources
 525 West Allegan St., 3rd Floor North, Constitution Hall
 PO Box 30028, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2
 to
 Contract Number 180000001296

CONTRACTOR	PlayCore Wisconsin, DBA GameTime
	150 Playcore Drive SE
	Fort Payne, AL 35967
	Clint Whiteside
	423-425-3162
	Clint.whiteside@gametime.com
	CV0049895

STATE	Program Manager	James Gallie	DNR 751
		231-843-7015	
		Galliej@michigan.gov	
Contract Administrator		Patrick Avendt	DNR 751
		517-388-6265	
		avendtp@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Furnish, delivery and install commercial playground equipment, outdoor fitness equipment, and ADA surfacing for play areas in state parks across the State of Michigan				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
7/19/2018	6/30/2022	2 – 2 year	12/14/19 (In Error)	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 FOB Destination		30 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
Payment processed through standard purchase order to PlayCore Wisconsin, Inc. through their dealer network.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	6/30/2022
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$499,000.00		\$0.00	\$499,000.00	
DESCRIPTION: Change: PlayCore Wisconsin, Inc. DBA GameTime’s contract representative from Don King to Clint Whiteside; Revise: Expiration Date to 6/30/2022. Add: PlayCore Wisconsin, Inc. DBA GameTime to the State of Michigan’s MiDEAL Program. This is a program by which participating local units of government, school districts, universities, community colleges, and nonprofit hospitals may utilize the U.S. Communities (now Omnia Partners) purchasing co-op master contract.				
State of Michigan requirements for contractors/vendors to participate in the State of Michigan MIDEAL Program are as follows:				

Administrative Fee and Reporting: Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with MIDEAL members. Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be emailed to MiDeal@michigan.gov. The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

Extended Purchasing Program: This contract is extended to MIDEAL members. MIDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MIDEAL members is available at www.michigan.gov/mideal.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

The Michigan user community participation with this MIDEAL offer will not affect the Michigan Dept. of Natural Resources' contract balance.

FOR THE CONTRACTOR:

PlayCore Wisconsin, Inc., DBA GameTime

Company Name



Authorized Agent Signature

Clint Whiteside, Manager of Sales Operations

Authorized Agent (Print or Type)

3/3/2021

Date

FOR THE STATE of MICHIGAN:

Laura Gyorkos

Digitally signed by Laura Gyorkos
Date: 2021.03.03 09:18:44 -05'00'

Signature

Name and Title (Print or Type)

Agency

Date



STATE OF MICHIGAN

Dept. of Natural Resources - Procurement Services
 PO Box 30028
 525 West Allegan St.
 Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
 to
 Contract Number **180000001296**

CONTRACTOR	PlayCore Wisconsin, Inc., dba GameTime
	150 Playcore Drive SE
	Fort Payne, Alabama 35967
	Clint Whiteside
	423-425-3162
	Clint.whiteside@gametime.com
	Michigan Vendor #CV0049895

STATE	Program Manager	James Gallie	DNR
		231-843-7015	
	galliej@michigan.gov		
	Contract Administrator	Patrick Avendt	DNR
517-388-6265			
avendtp@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Furnish, deliver and install commercial playground equipment, outdoor fitness equipment, and Americans with Disabilities Act-approved surfacing in state parks across the State of Michigan.				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
7/19/2018	6/30/2022	2 – 2 year	6/30/2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 FOB		As specified on Delivery Order		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
Payment is processed through standard Delivery Orders to the PlayCore dealer network.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 Years	<input type="checkbox"/>		6/30/2024
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$499,000.00		\$0.00	\$499,000.00	
DESCRIPTION: Effective 7/1/2022, the State is exercising the first of 2 – 2 year options. The revised contract expiration date after this change notice is 6/30/2024.				

FOR THE CONTRACTOR:

PlayCore Wisconsin DBA GameTime

Company Name

E-SIGNED by Clint Whiteside
on 2022-07-05 10:50:02 EDT

Authorized Agent Signature

Clint Whiteside

Manager of Sales Operations

Authorized Agent (Print or Type)

2022-07-05 10:50:02 UTC

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2022-07-05 13:07:40 EDT

Signature

Laura Gyorkos

DNR-PROC-PROC

Name & Title

State of Michigan

Agency

2022-07-05 13:07:40 UTC

Date

STATE OF MICHIGAN
 DEPARTMENT OF NATURAL RESOURCES
 PROCUREMENT SERVICES
 P.O. BOX 30028, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

**CONTRACT CHANGE NOTICE #1 FOR
 MASTER AGREEMENT #18000001296 (Formerly #18000001071)**
 Between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
PlayCore Wisconsin, Inc., dba GameTime 150 Playcore Drive SE Fort Payne, Alabama 35967	Donald R. King	dking@playcore.com
	PHONE	VENDOR/CUSTOMER #
	(423) 648-5891	CV0049895

STATE CONTACTS	DIVISION	NAME	PHONE	EMAIL
PROGRAM MANAGER	PARKS AND RECREATION DIVISION	James Gallie	(231) 843-2423	galliej@michigan.gov
CONTRACT ADMINISTRATOR	FINANCE AND OPERATIONS DIVISION	Patrick Avendt	(517) 284-5922	avendtp@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Furnish, deliver and install commercial playground equipment, outdoor fitness equipment, and ADA surfacing in state parks across the State of Michigan.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
7/19/2018	6/30/2022	2 - 2 year	6/30/2022
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
Payment processed through standard purchase orders to the PlayCore dealer network.			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 - year	12/14/19
CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$499,000.00		\$499,000.00		

DESCRIPTION OF PARTICIPATING ADDENDUM:
 Original U.S. Communities Contract No. 2017001134 shall be revised to include the State of Michigan Standard Contract Terms, included, four pages. In the event of a conflict between the original U.S. Communities Contract and the State of Michigan's standard terms and conditions, the latter shall prevail. Vendor shall be notified if individual purchases are federally funded and if the Federally Funded Amendment will be applicable to that purchase. A NEW CONTRACT IS BEING ISSUED FOR THE STATE OF MICHIGAN: 18000001296. NO OTHER CHANGES ARE BEING MADE WITH THIS CHANGE NOTICE.

For the Contractor:

Donald R King Digitally signed by Donald R King
Date: 2018.09.26 18:07:14 -04'00'

Donald R. King
PlayCore Wisconsin, Inc.,
dba GameTime

09/26/2018

Date

For the State of Michigan:



Patrick Avendt, Buyer Specialist
State of Michigan
Department of Natural Resources
Procurement Services Section

9/27/2018

Date

approved by:
Laura L. Gyorkos
DNR Procurement Manager
Laura L. Gyorkos 9/27/18

STATE OF MICHIGAN
 DEPARTMENT OF NATURAL RESOURCES
 PROCUREMENT SERVICES
 P.O. BOX 30028, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

MASTER AGREEMENT 180000001071

Between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
PlayCore Wisconsin, Inc., dba GameTime 150 Playcore Drive SE Fort Payne, Alabama 35967	Donald R. King	dking@playcore.com
	PHONE	VENDOR/CUSTOMER #
	(423) 648-5891	CV0049895

STATE CONTACTS	DIVISION	NAME	PHONE	EMAIL
PROGRAM MANAGER	PARKS AND RECREATION DIVISION	James Gallie	(231) 843-2423	galliej@michigan.gov
CONTRACT ADMINISTRATOR	FINANCE AND OPERATIONS DIVISION	Patrick Awendt	(517) 284-5922	awendtp@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Furnish, deliver and install commercial playground equipment, outdoor fitness equipment, and ADA surfacing in state parks across the State of Michigan.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
7/19/2018	6/30/2022	2 - 2 year	6/30/2022
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
Payment processed through standard purchase orders to the PlayCore dealer network.			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 - year	12/14/19
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$499,000.00			\$499,000.00	

DESCRIPTION OF PARTICIPATING ADDENDUM:
 Original U.S. Communities Contract No. 2017001134 shall be revised to include the State of Michigan Standard Contract Terms, included, four pages. In the event of a conflict between the original U.S. Communities Contract and the State of Michigan's standard terms and conditions, the latter shall prevail. Vendor shall be notified if individual purchases are federally funded and if the Federally Funded Amendment will be applicable to that purchase.

For the Contractor:

Donald R King Digitally signed by Donald R King
Date: 2018.07.25 14:35:30 -04'00'

Donald R. King
PlayCore, Inc., dba GameTime

July 25, 2018

Date

For the State of Michigan:



Patrick Abendt, Buyer Specialist
State of Michigan
Department of Natural Resources
Procurement Services Section

7/25/2018

Date

CORPORATE RESOLUTION

Resolved that

Donald R. King, GameTime Director of Sales Administration whose signature appears below is hereby authorized on behalf of this Corporation to enter into agreements related to the sale of the company's products, to agree to such terms and conditions as such officer deems advisable and to execute agreements as deemed proper and advisable by such officer in connection the endeavors of the Corporation.

Such officer is also authorized to affix the seal of the corporation to any documents which the officer deems proper and advisable.

It is Further Resolved

that all acts of such officer previously undertaken in behalf of the Corporation are hereby ratified and affirmed.

Said officer is authorized to act upon this Resolution until written notice of its revocation.

GameTime
A Division of PlayCore Wisconsin, Inc.

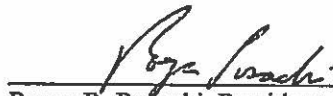


Donald R. King, Director of Sales Administration



I, Roger R. Posacki, President and CEO of PlayCore Wisconsin, Inc., a Wisconsin corporation, do hereby certify that the Resolution above is a true copy of a resolution and that the signature appearing above is the genuine signature of the person authorized as Director of Sales Administration for GameTime – A Division of PlayCore Wisconsin, Inc. to act on behalf of said Corporation.


PlayCore Wisconsin, Inc.
401 Chestnut Street, Suite 410
Chattanooga, Tennessee 37402



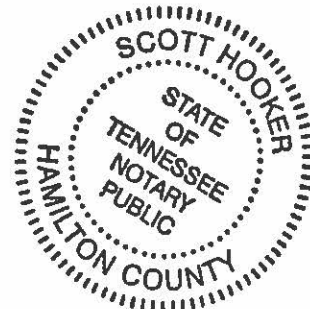
Roger R. Posacki, President and CEO

STATE OF TENNESSEE
COUNTY OF HAMILTON

SWORN TO and subscribed before me this 28th day of February, 2017.



Scott Hooker, Notary Public
My commission expires: August 13, 2019





STATE OF MICHIGAN PROCUREMENT STANDARD CONTRACT TERMS

Vendor is deemed to have accepted these terms upon the earliest of vendor's: written acceptance of these terms; commencement of work; receipt of payment; or submission of a bid, proposal, or other offer in response to a solicitation.

- 1. General.** Vendor's failure to deliver or comply with any of these terms, may result in damages against the Vendor and the termination of the Contract.
- 2. Delivery, Title and Risk of Loss.** Vendor must pay all costs associated with packaging, freight, and shipping, and must ship all deliverables F.O.B. destination, inside delivery, unless otherwise specified in the Contract. Title and risk of loss or damage to deliverables remains with Vendor until the deliverables have been received, inspected and accepted by the State in accordance with these terms. All containers and packaging becomes the State's exclusive property upon final acceptance. Vendor shall ensure that all deliverables and services ("Deliverables") are provided to the State by the date and time specified on the Contract. If Vendor fails to provide the Deliverables in accordance with the Contract, the State may reject the delivery and terminate the Contract without any termination charges or penalties, and Vendor must pay all associated costs, including, but not limited to, expedited routing costs, return shipping charges, the procurement of the Deliverables from another source, and any storage removal, or disposal expenses. The risk of loss of rejected or non-conforming Deliverables remains with Vendor. Rejected Deliverables not removed by Vendor within 10 calendar days will be deemed abandoned by Vendor, and the State will have the right to dispose of such Deliverables as its own property. Vendor is responsible for filing, processing, and collecting all damage claims.
- 3. Inspection.** The State may inspect the work and activities of Vendor, and its subcontractors, at all reasonable times and places before, during and after delivery of the Deliverables. All Deliverables are subject to final inspection and acceptance by the State notwithstanding any prior payments or inspections. Final inspection will take place within 30 calendar days of the later of the delivery date, installation, or completion of services. If any Deliverables are non-conforming or defective, the State is entitled to, at its option and at Vendor's expense: (a) a refund; (b) a credit; or (c) correction or replacement. If Vendor fails to correct defects or replace non-conforming Deliverables within 10 calendar days, the State may, in addition to its other remedies: (i) reject such Deliverables; (ii) accept such Deliverables at a discount; or (iii) make such corrections or replace such Deliverables and charge Vendor any resulting costs incurred by the State plus an additional 10% administrative fee.
- 4. Payment.** Invoices must include an itemized statement of all charges. All undisputed amounts are payable within 45 calendar days of the later of the State's: (a) receipt of an invoice; or (b) final acceptance of the Deliverables. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Deliverables purchased under the Contract are for the State's exclusive use. Notwithstanding the foregoing, all fees are inclusive of taxes, and Vendor is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by federal, state or local government entities on any amounts payable by the State. The State may withhold payment in whole or in part for Deliverables the State determines are defective, untimely, or otherwise non-conforming to the Contract. All amounts due and payable by the State to Vendor shall be subject to deduction or setoff by the State against any claim the State may have against Vendor whether arising out of the Contract or any other transactions with the State. The State will only disburse payments through Electronic Funds Transfer (EFT). If Vendor does not register to receive payments at <http://www.michigan.gov/SIGMAVSS>, the State is not liable for failure to provide payment.

5. **Warranties and Representations.** Vendor represents and warrants: (a) all Deliverables furnished under the Contract will conform to all specifications and industry standards, and will be free from defects, including, where applicable and without limitation, defects in material, workmanship, and title; (b) Vendor is the owner or licensee of all Deliverables it licenses, sells, or develops and Vendor has the rights necessary to convey title, ownership rights, or licensed use; (c) all Deliverables are provided free from any security interest, lien, or encumbrance and will continue in that respect; (d) the Deliverables will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (e) Vendor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Deliverables; (f) Vendor will not negate, exclude, limit, or modify in any warranty otherwise available to the State in any way; (g) the Deliverables are merchantable and fit for the State's intended use ; (h) the Deliverables furnished will conform in all respects to samples, advertisements, and other forms of representation made to the State; (i) the Contract signatory has the authority to enter into the Contract; and (j) all information furnished and representations made in connection with the Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. Vendor agrees to promptly replace or correct any Deliverables not conforming to the foregoing warranty, without expense to the State, when notified of such non-conformity by the State. A breach of this Section is a material breach of the Contract.
6. **Termination for Cause.** The State may terminate the Contract, in whole or in part, at any time for cause in the event Vendor fails to comply with any of these terms, including, without limitation, late delivery or performance, the delivery of defective or non-conforming Deliverables, or failure to provide the State with reasonable assurances of future performance. In the event of termination for cause, the State will not be liable to Vendor for any amount, and Vendor will be liable to the State for any and all damages, including but not limited to, administrative fees, court costs, attorney fees, and cover costs. Any ineffectual termination for cause is hereby deemed a termination for convenience, effective as of the same date and limited to those rights.
7. **Termination for Convenience.** The State may immediately terminate the Contract, in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. Upon termination for convenience, the State will only pay for those Deliverables, not including standard stock, then in progress and which cannot be returned under these terms.
8. **Indemnification.** Vendor must defend, indemnify and hold the State, all of its instrumentalities, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Vendor (or any of Vendor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or other requirements contained in the Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Vendor (or any of Vendor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Vendor (or any of Vendor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable). Due to constitutional prohibitions, the State will not indemnify Vendor, or its employees or affiliates, for any reason whatsoever. DRK
↑
negligent
9. **Confidentiality.** Vendor agrees that any information, including State Data, disclosed by the State in relation to the Contract will be used only in the performance thereof. Vendor will keep the information confidential, will not disclose it to any third party, except as authorized by the State, and will only disclose it to those within its organization who need it for performance of the Contract. Upon completion or termination of the Contract, Vendor will return all such information to the State, or make such other disposition thereof as directed or approved by the State. No item furnished under the Contract, or tools, plans, designs, or specifications for producing the same, which have been specifically designed for or by the State, will be duplicated or used by Vendor. Nothing in this provision will restrict Vendor's right to use or disclose any information which is or becomes known to

the public without breach of this provision by Vendor, or is rightfully obtained without restriction from other sources.

10. **Proprietary Rights.** All materials, tools, plans, designs, specifications, equipment, and other property either furnished by the State to Vendor or paid for by the State, will remain the property of the State, but the Vendor assumes the risks of, and will be responsible for, any loss or damage, until returned in good order to the State. Such property must be safely stored and properly maintained by Vendor. Upon completion of this Contract, Vendor will return such property to the State or to any other entity as the State may direct, in the condition in which it was received, manufactured or procured by Vendor, except for reasonable wear and tear and except if such property has been incorporated into the Deliverables.
11. **State Data.** All data and information provided to Vendor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("State Data") and may only be used as specifically required by the Contract; this definition is to be construed as broadly as possible. Upon request, Vendor must provide to the State, or its third party designee, all State Data within 10 calendar days of the request and in the format requested by the State. Vendor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
12. **Intellectual Property.** Unless otherwise stated in the Contract, Vendor: (a) agrees that any computer program, software, documentation, copyrightable work, discoveries, inventions or improvements developed by Vendor resulting from supplying the Deliverables are the property of the State; and (b) hereby assigns all rights therein to the State. Vendor further agrees to provide the State with any assistance which the State may require to obtain patents or copyright registrations.
13. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action. Under no circumstances will the State be liable for any amounts, in whatever form, in excess of the total aggregate value set forth in the Contract.
14. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Vendor to verify compliance with the Contract. Vendor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under the Contract or any extension.
15. **Notices.** All notices and other communications required or permitted under the Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.
16. **Modifications.** The Contract may not be amended except by signed agreement between the parties (a "Change Notice").
17. **Independent Contractor.** Vendor is an independent contractor and assumes all rights, obligations and liabilities set forth in the Contract. Vendor, its employees, and agents are not considered employees of the State.
18. **Subcontracting and Assignment.** Vendor may not delegate or assign any of its obligations or rights under the Contract without the prior written approval of the State.
19. **Compliance with Laws and Policies.** Vendor must comply with all applicable federal, state and local laws, rules and regulations. Vendor must also comply with all applicable State physical and IT security policies and standards, which will be made available upon request

20. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Vendor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of the Contract.
21. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor, Vendor, or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
22. **Governing Law.** The Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of the Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from the PO must be resolved in Michigan Court of Claims. Vendor hereby waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Vendor must appoint agents in Michigan to receive service of process.
23. **Non-Exclusivity.** Nothing contained in the Contract is intended nor will be construed as creating any requirements contract with Vendor. The Contract does not restrict the State or its agencies from acquiring similar, equal, or like Deliverables from other sources.
24. **Force Majeure.** Neither party will be in breach of the Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Vendor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
25. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State. Vendor will provide the State, for its review, copies of all presentations or articles being submitted for publication at least 30 calendar days in advance.
26. **Website Incorporation.** The State is not bound by any content on Vendor's website unless expressly incorporated directly into the Contract.
27. **Severability.** If any part of the Contract, or these terms, is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract terms will continue in full force and effect.
28. **Waiver.** Failure to enforce any provision of the Contract, or these terms, for any period of time will not constitute a waiver.
29. **Survival.** The provisions of these terms that impose continuing obligations, including warranties and representations, termination, indemnification, intellectual property, and confidentiality, will survive the expiration or termination of the Contract.
30. **Entire Contract.** The Contract and these terms constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. No terms on any invoice, quote, purchase order, website, browse-wrap, shrink-wrap, click-wrap or other non-negotiated terms and conditions provided with any of the Deliverables (including software and hardware) or documentation, whether by Vendor, Contractor, subcontractor, or any third-party, will constitute a part or amendment of the Contract or is binding on the State or any authorized user for any purpose.

Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Federally Assisted Construction Contracts

If this contract is a "federally assisted construction contract" as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act (Prevailing Wage)

- a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts in excess of \$2,000** must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
- d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

3. Copeland "Anti-Kickback" Act

If applicable, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. Contract Work Hours and Safety Standards Act

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act

If this Contract is in excess of \$150,000, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

7. Debarment and Suspension

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment

If this Contract exceeds \$100,000, bidders and the Contractor must file the certification required under 31 USC 1352.

9. Procurement of Recovered Materials

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

Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and 31 USC 1352, the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
2. The bidder, by submitting its proposal, hereby certifies to the best of his or her knowledge and belief that:
 - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
 - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, OMB standard form LLL, Disclosure of Lobbying Activities, to the Solicitation Manager; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under 31 USC 1352. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

STATE OF MICHIGAN
 DEPARTMENT OF NATURAL RESOURCES
 PROCUREMENT SERVICES
 P.O. BOX 30028, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

**CONTRACT CHANGE NOTICE #1 FOR
 MASTER AGREEMENT #18000001296 (Formerly #18000001071)**
 Between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
PlayCore Wisconsin, Inc., dba GameTime 150 Playcore Drive SE Fort Payne, Alabama 35967	Donald R. King	dking@playcore.com
	PHONE	VENDOR/CUSTOMER #
	(423) 648-5891	CV0049895

STATE CONTACTS	DIVISION	NAME	PHONE	EMAIL
PROGRAM MANAGER	PARKS AND RECREATION DIVISION	James Gallie	(231) 843-2423	galliej@michigan.gov
CONTRACT ADMINISTRATOR	FINANCE AND OPERATIONS DIVISION	Patrick Avendt	(517) 284-5922	avendtp@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Furnish, deliver and install commercial playground equipment, outdoor fitness equipment, and ADA surfacing in state parks across the State of Michigan.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
7/19/2018	6/30/2022	2 - 2 year	6/30/2022
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
Payment processed through standard purchase orders to the PlayCore dealer network.			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 - year	12/14/19
CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$499,000.00		\$499,000.00		

DESCRIPTION OF PARTICIPATING ADDENDUM:
 Original U.S. Communities Contract No. 2017001134 shall be revised to include the State of Michigan Standard Contract Terms, included, four pages. In the event of a conflict between the original U.S. Communities Contract and the State of Michigan's standard terms and conditions, the latter shall prevail. Vendor shall be notified if individual purchases are federally funded and if the Federally Funded Amendment will be applicable to that purchase. A NEW CONTRACT IS BEING ISSUED FOR THE STATE OF MICHIGAN: 18000001296. NO OTHER CHANGES ARE BEING MADE WITH THIS CHANGE NOTICE.

For the Contractor:

Donald R King Digitally signed by Donald R King
Date: 2018.09.26 18:07:14 -04'00'

Donald R. King
PlayCore Wisconsin, Inc.,
dba GameTime

09/26/2018

Date

For the State of Michigan:



Patrick Avendt, Buyer Specialist
State of Michigan
Department of Natural Resources
Procurement Services Section

9/27/2018

Date

approved by:
Laura L. Gyorkos
DNR Procurement Manager
Laura L. Gyorkos 9/27/18

STATE OF MICHIGAN
 DEPARTMENT OF NATURAL RESOURCES
 PROCUREMENT SERVICES
 P.O. BOX 30028, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

MASTER AGREEMENT 180000001071

Between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
PlayCore Wisconsin, Inc., dba GameTime 150 Playcore Drive SE Fort Payne, Alabama 35967	Donald R. King	dking@playcore.com
	PHONE	VENDOR/CUSTOMER #
	(423) 648-5891	CV0049895

STATE CONTACTS	DIVISION	NAME	PHONE	EMAIL
PROGRAM MANAGER	PARKS AND RECREATION DIVISION	James Gallie	(231) 843-2423	galliej@michigan.gov
CONTRACT ADMINISTRATOR	FINANCE AND OPERATIONS DIVISION	Patrick Awendt	(517) 284-5922	avendtp@michigan.gov

CONTRACT SUMMARY			
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INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
7/19/2018	6/30/2022	2 - 2 year	6/30/2022
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
Payment processed through standard purchase orders to the PlayCore dealer network.			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 - year	12/14/19
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$499,000.00			\$499,000.00	

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For the Contractor:

Donald R King Digitally signed by Donald R King
Date: 2018.07.25 14:35:30 -04'00'

Donald R. King
PlayCore, Inc., dba GameTime

July 25, 2018

Date

For the State of Michigan:



Patrick Abendt, Buyer Specialist
State of Michigan
Department of Natural Resources
Procurement Services Section

7/25/2018

Date

CORPORATE RESOLUTION

Resolved that

Donald R. King, GameTime Director of Sales Administration whose signature appears below is hereby authorized on behalf of this Corporation to enter into agreements related to the sale of the company's products, to agree to such terms and conditions as such officer deems advisable and to execute agreements as deemed proper and advisable by such officer in connection the endeavors of the Corporation.

Such officer is also authorized to affix the seal of the corporation to any documents which the officer deems proper and advisable.

It is Further Resolved

that all acts of such officer previously undertaken in behalf of the Corporation are hereby ratified and affirmed.

Said officer is authorized to act upon this Resolution until written notice of its revocation.

GameTime
A Division of PlayCore Wisconsin, Inc.

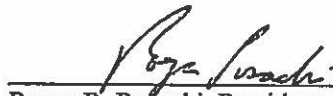


Donald R. King, Director of Sales Administration



I, Roger R. Posacki, President and CEO of PlayCore Wisconsin, Inc., a Wisconsin corporation, do hereby certify that the Resolution above is a true copy of a resolution and that the signature appearing above is the genuine signature of the person authorized as Director of Sales Administration for GameTime – A Division of PlayCore Wisconsin, Inc. to act on behalf of said Corporation.


PlayCore Wisconsin, Inc.
401 Chestnut Street, Suite 410
Chattanooga, Tennessee 37402



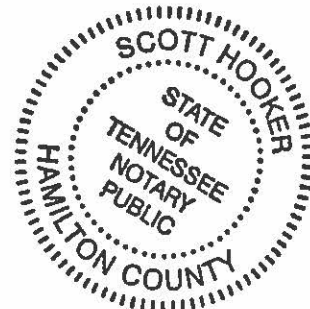
Roger R. Posacki, President and CEO

STATE OF TENNESSEE
COUNTY OF HAMILTON

SWORN TO and subscribed before me this 28th day of February, 2017.



Scott Hooker, Notary Public
My commission expires: August 13, 2019





STATE OF MICHIGAN PROCUREMENT STANDARD CONTRACT TERMS

Vendor is deemed to have accepted these terms upon the earliest of vendor's: written acceptance of these terms; commencement of work; receipt of payment; or submission of a bid, proposal, or other offer in response to a solicitation.

- 1. General.** Vendor's failure to deliver or comply with any of these terms, may result in damages against the Vendor and the termination of the Contract.
- 2. Delivery, Title and Risk of Loss.** Vendor must pay all costs associated with packaging, freight, and shipping, and must ship all deliverables F.O.B. destination, inside delivery, unless otherwise specified in the Contract. Title and risk of loss or damage to deliverables remains with Vendor until the deliverables have been received, inspected and accepted by the State in accordance with these terms. All containers and packaging becomes the State's exclusive property upon final acceptance. Vendor shall ensure that all deliverables and services ("Deliverables") are provided to the State by the date and time specified on the Contract. If Vendor fails to provide the Deliverables in accordance with the Contract, the State may reject the delivery and terminate the Contract without any termination charges or penalties, and Vendor must pay all associated costs, including, but not limited to, expedited routing costs, return shipping charges, the procurement of the Deliverables from another source, and any storage removal, or disposal expenses. The risk of loss of rejected or non-conforming Deliverables remains with Vendor. Rejected Deliverables not removed by Vendor within 10 calendar days will be deemed abandoned by Vendor, and the State will have the right to dispose of such Deliverables as its own property. Vendor is responsible for filing, processing, and collecting all damage claims.
- 3. Inspection.** The State may inspect the work and activities of Vendor, and its subcontractors, at all reasonable times and places before, during and after delivery of the Deliverables. All Deliverables are subject to final inspection and acceptance by the State notwithstanding any prior payments or inspections. Final inspection will take place within 30 calendar days of the later of the delivery date, installation, or completion of services. If any Deliverables are non-conforming or defective, the State is entitled to, at its option and at Vendor's expense: (a) a refund; (b) a credit; or (c) correction or replacement. If Vendor fails to correct defects or replace non-conforming Deliverables within 10 calendar days, the State may, in addition to its other remedies: (i) reject such Deliverables; (ii) accept such Deliverables at a discount; or (iii) make such corrections or replace such Deliverables and charge Vendor any resulting costs incurred by the State plus an additional 10% administrative fee.
- 4. Payment.** Invoices must include an itemized statement of all charges. All undisputed amounts are payable within 45 calendar days of the later of the State's: (a) receipt of an invoice; or (b) final acceptance of the Deliverables. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Deliverables purchased under the Contract are for the State's exclusive use. Notwithstanding the foregoing, all fees are inclusive of taxes, and Vendor is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by federal, state or local government entities on any amounts payable by the State. The State may withhold payment in whole or in part for Deliverables the State determines are defective, untimely, or otherwise non-conforming to the Contract. All amounts due and payable by the State to Vendor shall be subject to deduction or setoff by the State against any claim the State may have against Vendor whether arising out of the Contract or any other transactions with the State. The State will only disburse payments through Electronic Funds Transfer (EFT). If Vendor does not register to receive payments at <http://www.michigan.gov/SIGMAVSS>, the State is not liable for failure to provide payment.

5. **Warranties and Representations.** Vendor represents and warrants: (a) all Deliverables furnished under the Contract will conform to all specifications and industry standards, and will be free from defects, including, where applicable and without limitation, defects in material, workmanship, and title; (b) Vendor is the owner or licensee of all Deliverables it licenses, sells, or develops and Vendor has the rights necessary to convey title, ownership rights, or licensed use; (c) all Deliverables are provided free from any security interest, lien, or encumbrance and will continue in that respect; (d) the Deliverables will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (e) Vendor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Deliverables; (f) Vendor will not negate, exclude, limit, or modify in any warranty otherwise available to the State in any way; (g) the Deliverables are merchantable and fit for the State's intended use ; (h) the Deliverables furnished will conform in all respects to samples, advertisements, and other forms of representation made to the State; (i) the Contract signatory has the authority to enter into the Contract; and (j) all information furnished and representations made in connection with the Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. Vendor agrees to promptly replace or correct any Deliverables not conforming to the foregoing warranty, without expense to the State, when notified of such non-conformity by the State. A breach of this Section is a material breach of the Contract.
6. **Termination for Cause.** The State may terminate the Contract, in whole or in part, at any time for cause in the event Vendor fails to comply with any of these terms, including, without limitation, late delivery or performance, the delivery of defective or non-conforming Deliverables, or failure to provide the State with reasonable assurances of future performance. In the event of termination for cause, the State will not be liable to Vendor for any amount, and Vendor will be liable to the State for any and all damages, including but not limited to, administrative fees, court costs, attorney fees, and cover costs. Any ineffectual termination for cause is hereby deemed a termination for convenience, effective as of the same date and limited to those rights.
7. **Termination for Convenience.** The State may immediately terminate the Contract, in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. Upon termination for convenience, the State will only pay for those Deliverables, not including standard stock, then in progress and which cannot be returned under these terms.
8. **Indemnification.** Vendor must defend, indemnify and hold the State, all of its instrumentalities, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Vendor (or any of Vendor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or other requirements contained in the Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Vendor (or any of Vendor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Vendor (or any of Vendor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable). Due to constitutional prohibitions, the State will not indemnify Vendor, or its employees or affiliates, for any reason whatsoever. DRK
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9. **Confidentiality.** Vendor agrees that any information, including State Data, disclosed by the State in relation to the Contract will be used only in the performance thereof. Vendor will keep the information confidential, will not disclose it to any third party, except as authorized by the State, and will only disclose it to those within its organization who need it for performance of the Contract. Upon completion or termination of the Contract, Vendor will return all such information to the State, or make such other disposition thereof as directed or approved by the State. No item furnished under the Contract, or tools, plans, designs, or specifications for producing the same, which have been specifically designed for or by the State, will be duplicated or used by Vendor. Nothing in this provision will restrict Vendor's right to use or disclose any information which is or becomes known to

the public without breach of this provision by Vendor, or is rightfully obtained without restriction from other sources.

10. **Proprietary Rights.** All materials, tools, plans, designs, specifications, equipment, and other property either furnished by the State to Vendor or paid for by the State, will remain the property of the State, but the Vendor assumes the risks of, and will be responsible for, any loss or damage, until returned in good order to the State. Such property must be safely stored and properly maintained by Vendor. Upon completion of this Contract, Vendor will return such property to the State or to any other entity as the State may direct, in the condition in which it was received, manufactured or procured by Vendor, except for reasonable wear and tear and except if such property has been incorporated into the Deliverables.
11. **State Data.** All data and information provided to Vendor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("State Data") and may only be used as specifically required by the Contract; this definition is to be construed as broadly as possible. Upon request, Vendor must provide to the State, or its third party designee, all State Data within 10 calendar days of the request and in the format requested by the State. Vendor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
12. **Intellectual Property.** Unless otherwise stated in the Contract, Vendor: (a) agrees that any computer program, software, documentation, copyrightable work, discoveries, inventions or improvements developed by Vendor resulting from supplying the Deliverables are the property of the State; and (b) hereby assigns all rights therein to the State. Vendor further agrees to provide the State with any assistance which the State may require to obtain patents or copyright registrations.
13. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action. Under no circumstances will the State be liable for any amounts, in whatever form, in excess of the total aggregate value set forth in the Contract.
14. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Vendor to verify compliance with the Contract. Vendor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under the Contract or any extension.
15. **Notices.** All notices and other communications required or permitted under the Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.
16. **Modifications.** The Contract may not be amended except by signed agreement between the parties (a "Change Notice").
17. **Independent Contractor.** Vendor is an independent contractor and assumes all rights, obligations and liabilities set forth in the Contract. Vendor, its employees, and agents are not considered employees of the State.
18. **Subcontracting and Assignment.** Vendor may not delegate or assign any of its obligations or rights under the Contract without the prior written approval of the State.
19. **Compliance with Laws and Policies.** Vendor must comply with all applicable federal, state and local laws, rules and regulations. Vendor must also comply with all applicable State physical and IT security policies and standards, which will be made available upon request

- 20. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Vendor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of the Contract.
- 21. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor, Vendor, or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 22. Governing Law.** The Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of the Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from the PO must be resolved in Michigan Court of Claims. Vendor hereby waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Vendor must appoint agents in Michigan to receive service of process.
- 23. Non-Exclusivity.** Nothing contained in the Contract is intended nor will be construed as creating any requirements contract with Vendor. The Contract does not restrict the State or its agencies from acquiring similar, equal, or like Deliverables from other sources.
- 24. Force Majeure.** Neither party will be in breach of the Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Vendor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 25. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State. Vendor will provide the State, for its review, copies of all presentations or articles being submitted for publication at least 30 calendar days in advance.
- 26. Website Incorporation.** The State is not bound by any content on Vendor's website unless expressly incorporated directly into the Contract.
- 27. Severability.** If any part of the Contract, or these terms, is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract terms will continue in full force and effect.
- 28. Waiver.** Failure to enforce any provision of the Contract, or these terms, for any period of time will not constitute a waiver.
- 29. Survival.** The provisions of these terms that impose continuing obligations, including warranties and representations, termination, indemnification, intellectual property, and confidentiality, will survive the expiration or termination of the Contract.
- 30. Entire Contract.** The Contract and these terms constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. No terms on any invoice, quote, purchase order, website, browse-wrap, shrink-wrap, click-wrap or other non-negotiated terms and conditions provided with any of the Deliverables (including software and hardware) or documentation, whether by Vendor, Contractor, subcontractor, or any third-party, will constitute a part or amendment of the Contract or is binding on the State or any authorized user for any purpose.

Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Federally Assisted Construction Contracts

If this contract is a "federally assisted construction contract" as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act (Prevailing Wage)

- a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts in excess of \$2,000** must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
- d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

3. Copeland "Anti-Kickback" Act

If applicable, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. Contract Work Hours and Safety Standards Act

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act

If this Contract is in excess of \$150,000, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

7. Debarment and Suspension

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment

If this Contract exceeds \$100,000, bidders and the Contractor must file the certification required under 31 USC 1352.

9. Procurement of Recovered Materials

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

Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and 31 USC 1352, the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
2. The bidder, by submitting its proposal, hereby certifies to the best of his or her knowledge and belief that:
 - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
 - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, OMB standard form LLL, Disclosure of Lobbying Activities, to the Solicitation Manager; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under 31 USC 1352. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.