



# QUOTATION

DATE: 10/30/2023

QUOTE VALID TILL: 11/5/2023

QUOTE #:

CUSTOMER #:

BILL TO

SHIP TO

CITY OF PORT ORFORD

PO BOX 310

PORT ORFORD, OR 97465

PORT ORFORD, OR 97465

**PAYMENT TERMS**

50% DOWN/NET 30

JOB NAME: BUFFINGTON PARK - PREVAILING WAGE RATE			CONTRACT: NASPO				TOTAL
CATEGORY	PART NUMBER	DESCRIPTION	QTY	RETAIL	SUB TOTAL	DISCOUNT	TOTAL
STRUCTURE	R5065AB2A	R5 Custom Play System 5-12	1	\$56,367.15	\$56,367.15	12%	\$49,603.09
STRUCTURE	R505A2B6A	R5 Custom Play System 2-5	1	\$26,348.70	\$26,348.70	12%	\$23,186.86
SWINGS	A2-2123-AB	PC 2123-8ft Arch Swing Bay (2 Seat) AB	2	\$1,882.65	\$3,765.30	10%	\$3,388.77
SWINGS	A2-313010	Belt Seat	4	\$180.60	\$722.40	10%	\$650.16
SWINGS	A2-311010	Full Bucket Seat	1	\$388.50	\$388.50	10%	\$349.65
SWINGS	A2-131510	Playshare Seat	1	\$1,417.50	\$1,417.50	10%	\$1,275.75
SWINGS	A2-2123	PC 2123-8ft Arch Swing Bay (2 Seat)	1	\$3,038.70	\$3,038.70	10%	\$2,734.83
FREESTANDING	A2-2476	PC 2476 Spin Max, Tower	1	\$8,169.00	\$8,169.00	10%	\$7,352.10
FREESTANDING	A2-2272-20	PC 2272 Boulder Stack 20in	1	\$2,222.85	\$2,222.85	10%	\$2,000.57
FREESTANDING	S-1961	PC 2451 Stump Step	3	\$456.75	\$1,370.25	10%	\$1,233.23
FREESTANDING	S-1961-R	PC 2452 Rock Step	3	\$282.45	\$847.35	10%	\$762.62
FREESTANDING	A2-2479	PC 2479 Mini-Go-Round	1	\$3,083.85	\$3,083.85	10%	\$2,775.47
SURFACING	ZEA-EWF	(225) CY ENGINEERED WOOD FIBER DELIVERED TO 97465	1	\$12,805.96	\$12,805.96	10%	\$11,525.36
INSTALLATION	INSTALL	PREVAILING WAGE RATE	1	\$79,043.58	\$79,043.58	10%	\$71,139.22

This quote is for a complete install. Contractor will provide all tools, Equipment and materials, Customer is responsible for unloading equipment, unless contractor is asked to unload which will be a additional cost. Customer is responsible for removal of all debris during install, Which will be bagged up nicely. Excavation to be done by others.

Credit Card payments for invoices over \$1000 will incur a 3.5% service fee. Wire transactions will require fees to be paid by customer. AMEX is not accepted.

SUB TOTAL		\$177,977.66
SALES TAX	0.000%	\$0.00
FREIGHT		\$1,265.00
<b>GRAND TOTAL</b>		<b>\$179,242.66</b>

I authorize Playcraft Systems LLC to begin production of the order associated with this estimate and agree to the payment terms and overall terms and conditions (pg2).

Signature:	Print Name:
Title:	Date:

PLAYCRAFT SYSTEMS LLC  
 123 NORTH VALLEY DR, GRANTS PASS, OR 97526  
 P: 541-955-9199 E: SALES@PLAYCRAFTSYSTEMS.COM

**TERMS & CONDITIONS**

**IMPORTANT: PLEASE REVIEW ALL DETAILS OF THIS QUOTE. PLAYCRAFT SYSTEMS IS NOT RESPONSIBLE FOR UNREPORTED ERRORS.**

1. Assembly and installation not included unless otherwise noted. Payment and performance bonds are not included unless otherwise stated. Engineered stamped drawings are not included unless otherwise stated. If required, additional charges will apply. Customer responsible for quoted quantities and model numbers. Price reflects quoted quantity. Taxes may not be displayed on the quote, but will be billed where required by law.
2. Payment terms are stated on the quote. By signing the quote you are agreeing to the stated payment terms and authorizing Playcraft Systems LLC to move forward with the production of the equipment. New customers may be required to submit a credit application or payment with the order. Construction liens and notices may be issued. All past due accounts are subject to 1.5% monthly finance charge. Any cancellation after purchase authorization will be subject to a 30% restocking fee based upon purchased price.
3. Shipping estimate is based upon trucks costs at the time of the quote and may be adjusted at time of order.
4. Unloading of the equipment is the customer's responsibility unless otherwise noted on the quote. Shipment arrives by common carrier. Liftgates will not be included unless noted on the quote. Equipment will be palletized and some pallets may require machinery to unload. Delivery drivers will not assist the unload process. Customer is responsible for receiving and checking quantities and condition at time of delivery. All damaged equipment or shortages of equipment must be noted at time of delivery.
5. Installation does not include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted on the quote. Demo of existing equipment or safety surfacing is not included unless otherwise noted on the quote. Installation and site work pricing is based upon normal soil conditions, which would allow an auger or a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation additional fees may apply. It is the customer's responsibility to call and mark all underground utilities before construction begins on the site. Any delay of installation for this may result in additional fees.
6. Site work is not included in this quote unless otherwise noted. Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving. Customer is responsible for ground preparation. Before installation can begin the site must be excavated accordingly, clear of debris and compacted. Concrete pads/sidewalks are not included unless otherwise noted on the quote. Surface mount anchors are not included unless noted on the quote.
7. The overall security of the site is the customer's responsibility. Temporary fencing around the site is recommended. We are not responsible for vandalism or injuries even with the provision of the fencing.
8. Play equipment must be installed over an impact absorbing surface. Surfacing is not provided unless noted on the quote. ADA compliancy to the site is the customer's responsibility unless noted on the quote.
9. Prevailing wages are not included unless otherwise noted. All prevailing wage projects must be noted before quoted. If prevailing wages are included, special work fees are not included. Additional labor charges may apply if alternate labor is required.

<b>I hereby agree to the terms and conditions listed above.</b>	
<i>Signature:</i>	<i>Print Name:</i>
<i>Title:</i>	<i>Date:</i>



# Master Blanket Purchase Order PO-10700-00019317

Status: 3PS - Sent

- General
- Items
- Vendor
- Routing
- Control
- Attachments(3)
- Notes(1)
- Change Orders(1)
- Reminders
- Summary**

## Header Information

<b>Purchase Order Number:</b>	PO-10700-00019317	<b>Release Number:</b>	0	<b>Short Description:</b>	**Oregon Participating Addendum-Parks, Recreation, playground, gym, indoor & outdoor, water, trash
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Kaliska King	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2023	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	Department of Administrative Services	<b>Location:</b>	003 - Services	<b>Type Code:</b>	
<b>Department:</b>	107090 - Procurement Services	<b>Entered Date:</b>	05/09/2023 12:10:16 PM	<b>Discount %:</b>	0.00%
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Actual Cost:</b>	\$0.00
<b>Days ARO:</b>	0	<b>Tax Rate:</b>			
<b>Release Type:</b>	Direct Release , RPA Release Not Allowed				
<b>Contact Instructions:</b>	DAS Contract Administrator, Kaliska King phone- 503.798.1907 email Kaliska.king@das.oregon.gov				
<b>Invoice Method:</b>	Three Way Match				
<b>Print Format:</b>					
<b>Solicitation Enabled:</b>	No				
<b>Discipline Type:</b>	Trade Services				
<b>Statewide Price Agreement Number:</b>					
<b>DOJ Review?:</b>					
<b>Related OregonBuys Document:</b>					
<b>Mandatory?:</b>	Yes				
<b>Notes:</b>	This PA is from NASPO Master Agreement PO-107-00015858				

## Attachments

Current Org: **City of Port Orford** ⇄



Agency Forms:

Vendor Files:

Vendor Forms:

### Primary Vendor Information & PO Terms

**Vendor:** **V00014768 - Playcraft Systems, LLC**  
 Margaret Miller  
 123 North Valley Drive  
 Gratnts Pass, OR 97526  
 US  
 Email: sales@playcraftsystems.com  
 Phone: (541)955-9199  
 FAX: (541)955-6130  
 Id: 95416

**Payment Terms:** Net 30

**Shipping Method:**

**Shipping Terms:** F.O.B., Origin

**Freight Terms:** Freight Allowed

### PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Change Order 1	Emailed to sales@playcraftsystems.com at 07/26/2023 10:21:34 AM	07/26/2023 01:13:23 PM

### Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Integration ID(s)	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00014768	1814605698		Playcraft Systems, LLC	Email	Active

### Master Blanket/Contract Controls

**Master Blanket/Contract Begin Date:** 05/16/2023      **Master Blanket/Contract End Date:** 12/31/2023

**Cooperative Purchasing Allowed:** Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.01	\$0.00	\$0.00

### Invoice Information

There are no invoices.



Item Information +

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## Approval Path:

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There are no approval paths found for this purchase order.

Print

Print Vendor Copy

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OREGON\_OREGON\_AWS\_PROD\_BUYSPEED\_2\_bso



**Master Agreement #: PO-10700-00015858**

**Oregon Participating Addendum #: PO-10700-00019317**

**Contractor: Playcraft Systems, LLC**

**Participating Entity: STATE OF OREGON**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

**Scope and Participation:**

**1. Scope:**

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Not Applicable

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

**2. Participation:** This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Oregon and Contractor for office supplies. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

**3. Term:**

This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

**4. Primary Contacts:** The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR:**

Name:	Kyle Fauley, Director of Sales, Playcraft Systems, LLC.
Address:	123 North Valley Drive, Grants Pass, Oregon 97526
Telephone:	541-955-9199 x 125
Email:	Kyle.fauley@playcraftsystems.com

**PARTICIPATING ENTITY:**

Name:	Kaliska King, CPPB, OPBC
Address:	1225 Ferry St SE, Salem, Oregon 97301
Telephone:	503.798.1907
Email:	Kaliska.king@das.oregon.gov

**Participating Entity Modifications and Additions to the Master Agreement**

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the attached Exhibits No. 1 through No. 3 and the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. **Lease Agreements:** *DAS has not reviewed or approved the lease documents attached to or provided with the Master Agreement. Purchasing Entity shall have the right to review approve, and negotiate the terms and conditions of any leasing documents.*
6. **Subcontractors:** All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
7. **Orders:** Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.



IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**PARTICIPATING ENTITY**

**CONTRACTOR**

Signature: 	Signature: 
Name: John Anglemier	Name: Kyle Fauley
Title: DAS PS Procurement Manager	Title: Director of Sales
Date: 5/16/2023	Date: 5/12/2023

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [info@naspovaluepoint.org](mailto:info@naspovaluepoint.org).

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).

## EXHIBIT NO. 1

### Changes to Master Agreement State-Specific Constitutional, Statutory and Other Requirements

**1. Incorporation of Master Agreement.** Participating State and Purchasing Entities are entitled to rely upon all of the representations and warranties, rights, remedies, and benefits under the Master Agreement and this Addendum, subject to the State-Specific Constitutional, Statutory and other requirements set forth herein.

**2. Definitions.** Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits. The following terms have the meanings set forth below:

“Business Days” means Monday through Friday, 8:00 a.m. to 5:00 p.m., pacific time, excluding State of Oregon holidays and business closure days.

“ORCPP” is the State of Oregon’s Cooperative Purchasing Program. ORCPP members are authorized to use DAS PS statewide agreements. ORCPP members include: State Agencies not subject to DAS PS purchasing authority, cities, counties, school districts, special districts, Oregon Forward, residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.

“State Agency” or “State Agencies” means boards, commissions, departments, or agencies of the State of Oregon, whose costs are paid, in whole or in part from funds held in the State Treasury.

### **3. Award of Participating Addenda; Selection of Contractor.**

**3.1 Award of Participating Addenda.** In the event of a multiple award of Master Agreements under the Solicitation, the State of Oregon intends to enter into a Participating Addendum with one or more of the awardees of Master Agreement. The State of Oregon may elect not to enter into a Participating Addendum with each of the awardees. In the event the State of Oregon elects not to enter into a Participating Addendum with each of the awardees, after applying all applicable State preferences, the State of Oregon may enter into a Participating Addendum with the three highest ranked Proposers who provide Goods or Services on a national level, and in addition the State of Oregon may enter into a Participating Addendum with the three highest ranked Proposers who provide Goods or Services in the State of Oregon only.

**3.2 Purchasing Entity Selection of Contractor.** In the event the State of Oregon elects to enter into a Participating Addendum with more than one of the awardees of Master Agreements, a Purchasing Entity, that is a state agency, using the State of Oregon’s Participating Addenda, must apply all applicable State preferences and use one the following three processes to make its selection of a provider among the holders

of State of Oregon Participating Addenda. The Purchasing Entity must document its selection process in its procurement file.

The State Agency Purchasing Entity may:

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

**3.2.2** *For purchases over \$10,000* –

- 1) Sole Source/Brand Name Justification: Purchasing Entity may directly award a Contract to the Contractor in compliance with the applicable statutes and rules documenting a sole source or brand name;
- 2) Cost Comparison: Purchasing Entity may conduct a product-specific comparison based upon price.

#### **4. Purchase Orders.**

**4.1 Eligible Purchasing Entities.** All state agencies under DAS procurement authority; and all state agencies with their own procurement authority, institutions of higher institution, political subdivisions and other entities that are members of the Oregon Cooperative Purchasing Program (ORCPP), are eligible to acquire Goods and Services under this Addendum.

**4.2 DAS Purchasing Threshold.** Purchasing Entities that are agencies of the State of Oregon under DAS procurement authority may issue ordering instruments under this Addendum for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Purchasing Entities that are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval, as may be required.

**4.3 Verification of Purchasing Entities.** Contractor shall verify that it provides Goods and Services under this Addendum only to eligible Purchasing Entities. Contractor may verify that a particular entity is an ORCPP member on-line at <http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx> or by using the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

**4.4 Effect of Purchase Orders.** The State is only liable for purchases under Purchase Orders issued by State of Oregon agencies. Other Purchasing Entities are responsible for any purchases under Purchase Orders they issue. The State expressly disclaims any liability for purchases made by non-State agency Purchasing Entities or any other entity.

**5. Third Party Agreements.** To the extent any Goods or Services are subject to the provisions of a third-party license agreement, subscription agreement, maintenance and support agreement or any other third-party agreement, Contractor shall provide Purchasing Entity with a copy of any such third party agreement. Purchasing Entity shall have thirty (30) calendar days to review the agreement. Purchasing Entity may accept the terms of the agreement, reject the terms, or attempt to negotiate the terms with the third-

party provider. In the event Purchasing Entity rejects the terms or is unable to come to agreement with the third-party provider, Purchaser Entity may revoke the Purchase Order and will be entitled to a full refund of all amounts paid and will not be subject to any early termination fees.

**6. Payment Provisions; Expenses.** All payments are subject to ORS 293.462. Purchasing Entity will not be obligated to pay any travel expenses unless expressly agreed upon in a Purchase Order. Any obligation to pay travel expenses, including transportation, lodging, or meals, is subject to the rates and limitations set under Oregon law. Contracts with the State of Oregon are subject to the rates and limitations of the Statewide Travel Policy, currently found online at: <http://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf>.

**7. Funds available and authorized/non-appropriation.** The State of Oregon's and its agencies' payment obligations under this Addendum are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Purchase Order issued under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Purchase Order from any part of Oregon state government other than Purchasing Entity. Nothing in this Addendum or Purchase Order is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Purchase Order issued under this Addendum.

**8. Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF).** Contractor shall submit Volume Sales Reports (VSRs) and submit Vendor Collected Administrative Fees (VCAF) as outlined at <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>. The VCAF is a charge equal to 2.0% of Contractor's gross total sales, less any credits, made to Purchasing Entities during the reporting period.

**9. Warranties.** Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement and this Addendum. The warranties set forth the Master Agreement are in addition to, and not in lieu of, any other warranties provided by law. All warranties are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

**10. Dispute Resolution.** Any dispute between the parties under this Addendum that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes. Neither party waives its right to a jury trial or right to participate in class, collective, or representative claims.

**11. Control of Defense and Settlement.** Contractor's obligation to indemnify Purchasing Entity as set forth in the Master Agreement is conditioned on Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity

becomes aware. Contractor shall have control of the defense and settlement of any claim that is subject to indemnification; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any Purchasing Entity of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

## **12. Limitation of Liability; Exclusions.**

**12.1** The Participating State's or a Purchasing Entity's indemnification obligations to Contractor, if any, are subject to the provisions of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

**12.2** Contractor's liabilities under this Addendum are limited to two times the value of the Contract, provided, however, Contractor's liability for any loss, damage, statutory penalty, or expense (including reasonable attorneys' fees) arising out of or resulting from the Goods, Products or Services is not limited for the following claims: personal injury, death, damage to tangible and intangible property, breach of confidentiality obligations, breach of privacy protection obligations, breach of data protection obligations, or data loss.

**13. Insurance.** Within ten (10) days of the Effective Date, Contractor shall deliver to DAS a certificate evidencing the insurance coverage set forth on Exhibit No. 2. No Purchase Orders may be placed or accepted until proof is provided that these requirements have been met. Purchasing Entities may request additional insurance coverage, as necessary.

**14. Jurisdiction and Venue.** Any claim, action, suit or proceeding (collectively, "Claim") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to this Addendum or a Purchase Order under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A PURCHASE ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or the consent to jurisdiction in State or Federal Court.

Any Claims between Contractor and an Purchasing Entity other than the State of Oregon or State agency that arise from or are related to individual Purchase Orders or this Addendum will be brought and conducted solely and exclusively within the Circuit Court

of the county in the State of Oregon in which such Purchasing Entity resides or has its principal office, or at Purchasing Entity's option, within such other county as Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**15. Remedies.** If any goods or services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if an Purchasing Entity is prevented from exercising its rights under this Addendum based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Purchasing Entity the right to continue using the allegedly infringing goods or services, or replace or modify the goods or services so that they become non-infringing; provided that the replacement or modified good or service meets the specifications set forth in the applicable Purchase Order to the satisfaction of the Purchasing Entity. If the foregoing remedies are not available, then Purchasing Entity will return the allegedly infringing goods or terminate the allegedly infringing services, and Contractor will refund Purchasing Entity's payments, in full, for the allegedly infringing goods or services.

**16. Term and Termination of Participating Addendum.**

**16.1** This Addendum remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this Addendum in accordance with its terms.

**16.2 Termination.** In addition to its termination rights under the Master Agreement, DAS may terminate this Addendum, in whole or in part, at any time upon thirty (30) days prior written notice to Contractor.

**17. Termination of Individual Purchase Orders.** In addition to its termination rights under the Master Agreement, Purchasing Entity may, at its sole discretion, terminate individual Purchase Orders, in whole or in part, upon 30 days written notice to Contractor, or Purchasing Entity and Contractor may mutually agree to terminate a Purchase Order at any time by written consent.

**18. Governing Law.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Addendum and resulting Purchase Orders, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

**19. Compliance with Law.**

**19.1 General.** In addition to the compliance of law provisions of the Master Agreement, Contractor shall comply with all federal, state, and local laws, rules, regulations, executive orders and ordinances applicable to Contractor or to the Goods or Services ordered under this Addendum or any Purchase Order, as may be modified or adopted from time

to time. Further, a Purchasing Entity's performance under a Purchase Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230. and 279B.270.

**19.2 Pay Equity.** Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Addendum and a failure to comply constitutes a breach that entitles DAS or Purchasing Entity to terminate this Addendum or a Purchase Order for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

**19.3 False Claims.** Contractor understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Addendum, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Addendum or the Purchase Orders, including but not limited to Contractor invoices, correspondence, reports, or other deliverables.

**19.4 Non-Discrimination.** Contractor certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material condition, to maintain such policy and practice in force during the term of this Addendum and each Purchase Order.

**19.5 Undisclosed Debt; Tax Compliance and Certification.** By executing this Addendum, the undersigned certifies under penalty of perjury that, to the best of the individual's knowledge, Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any of its agencies, boards, commissions, departments or divisions, and Contractor complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state, and Contractor shall, for the term of this Addendum and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Lessor, to Lessor's property, operations, receipts, or income, or to Lessor's performance of or compensation for any

work performed by Lessor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Lessor, or to goods, services, or property, whether tangible or intangible, provided by Lessor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Any violation of this provision will be considered a material breach of this Addendum and applicable Purchase Orders. DAS and Purchasing Entity, as applicable, may pursue any and all remedies set forth in the Master Agreement, including termination of this Addendum or a Purchase Order.

This Addendum will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes and debt due to the State of Oregon or a political subdivision, including (i) garnishing Lessor's compensation under this Lease, or (ii) exercising a right of setoff against Lessor's compensation relating to this Lease for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

**20. Application of Public Records Law.** Participating State or Purchasing Entity's obligations of confidentiality, if any, are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311 to 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475.

**21. Recycled Products.** To the maximum extent economically feasible in the performance of this Addendum or any Purchase Order, Contractor will use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

**22. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Addendum or any Purchase Order. An Purchasing Entity may withhold final payment under a Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

**23. Independent Contractor.** Contractor shall act at all times as an independent contractor and not as an agent or employee of Purchasing Entity. Contractor has no right or authority to incur or create any obligation for or legally bind Purchasing Entity in any way. Contractor is not an "officer", "employee", or "agent" of Purchasing Entity (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, nor commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.



**24. Access to Records.** Contractor will maintain all fiscal records relating to Purchase Orders in accordance with generally accepted accounting principles and will maintain any other records relating to Purchase Orders in such a manner as to clearly document Contractor's performance thereunder. The Purchasing Entity, the State and its agencies, the Oregon Secretary of State Audits Division and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Purchasing Entities. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law following final payment and termination of this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum, whichever date is later.

## EXHIBIT NO. 2

### INSURANCE

In addition to the insurance coverage requirements set forth in the Master Agreement, Contractor shall obtain at Contractor's expense the additional insurance coverages specified in this Exhibit No. 2 prior to performing under this Addendum and shall maintain it in full force and at its own expense throughout the duration of this Addendum and all warranty periods. Contractor shall obtain the required insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY.** All employers, including Contractor, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Addendum including Employers' Liability Insurance with limits not less than \$500,000 each accident. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

**AUTOMOBILE LIABILITY INSURANCE.** Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage.

**PROFESSIONAL LIABILITY.** Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Addendum in an amount not less than \$ 1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

**ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance required under this Addendum shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Addendum.

**TAIL COVERAGE.** If any of the required insurance is on a claims made basis and does

not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Addendum, for a minimum of 24 months following the later of (i) Contractor's completion and DAS' acceptance of all Services required under this Addendum, or, (ii) The expiration of all warranty periods provided under this Addendum.

**CERTIFICATE(S) AND PROOF OF INSURANCE.** Contractor shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Addendum. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance DAS has the right to request copies of insurance policies relating to the insurance requirements in this Addendum.

**NOTICE OF CHANGE OR CANCELLATION.** Contractor or its insurer must provide at least 30 days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW.** Contractor agrees to periodic review of insurance requirements by DAS under this Addendum and to provide updated requirements as mutually agreed upon by Contractor and DAS.

**EXHIBIT NO. 3**

**CONTRACTOR DATA**

**Contractor Information.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Contractor Name (exactly as filed with the IRS):** \_\_\_\_\_

**PLAYCRAFT SYSTEMS, LLC**

Street address: 123 NORTH VALLEY DRIVE

City, state, zip code: GRANTS PASS, OREGON 97526

Email address: sales@playcraftsystems.com

Telephone: ( 541 ) 955-9199 Fax: ( 541 ) 955-6130

Contractor's taxpayer identification numbers;

Federal Tax Number 81-4605698 Oregon Tax Number \_\_\_\_\_

**Is Contractor a nonresident alien**, as defined in 26 U.S.C. § 7701(b)(1)?

(Check one box):  YES  NO

**Business Designation:** (Check one box):

- |  |  |                                  |
|--|--|----------------------------------|
| <input type="checkbox"/> Professional Corporation Partnership                | <input type="checkbox"/> Nonprofit Corporation         | <input type="checkbox"/> Limited |
| <input checked="" type="checkbox"/> Limited Liability Company Proprietorship | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Sole    |
| <input type="checkbox"/> Corporation   | <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Other   |