

**State of Arkansas**  
**Department of Transformation & Shared Services**

**OFFICE OF STATE PROCUREMENT**  
1509 West Seventh Street, Room 300  
Little Rock, Arkansas 72201-3966

**TERM CONTRACT**

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This is a non-mandatory contract for Park and Recreation Equipment and related services.

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This is a NASPO ValuePoint contract for Parks and Recreation Equipment and Related Services led by the State of Oregon for use by state agencies and other entities located in the State of Arkansas as authorized by that state's statutes to utilize cooperative contracts.

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The State of Arkansas has signed a Participating Addendum (PA) to use this contract. Agencies have the option of utilizing any of the awarded vendors. Please note that pricing varies between vendors. Agencies should utilize the vendor that best meets their needs.

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Available items may include: Athletic Equipment, Bleachers, Bundled Playgrounds, Commercial Play Equipment, Dog Parks, Outdoor Fitness Equipment, Independent Play, Recycled Material Equipment, Replacement Parts, Site Furnishings, Shade and Shelter, Surfacing, Swing Sets and Waterpark Equipment, and Barbecue Grills, Barbecue Smoker Grills, Banquet Tables, Benches, Bike Racks, Bleachers, Grandstands, Bus Stop Shelters, Canopy Tents, Cigarette Receptacles, Drinking Fountains, Exercise Equipment, Fire Rings, Floor Matting, Message Centers, Park Benches, Park Grills, Camp Stoves, Parking Lot Equipment, Patio and Café Furniture, Pet Products, Picnic Tables, Playground Equipment, Pool Furniture, Sanitation Equipment, Sports Equipment, Tables, Trash Receptacles, Umbrellas and Universal Access.

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NASPO VALUEPOINT CONTRACT #DASPS-2114-16

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Contract Period: April 1, 2017 through November 30, 2022

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Buyer: Julia Shackelford @ 501-371-6079  
E-mail: [julia.shackelford@dfa.arkansas.gov](mailto:julia.shackelford@dfa.arkansas.gov)

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**VENDOR INFORMATION**

Revised 7/19/2019

**A) Landscape Structures, Inc.**

Master Agreement #6484  
Contract #4600039860  
Contact Person: Elaine Harkess  
Phone: 763-972-3391  
Fax: 763-972-3185  
Email: [elaineharkess@playlsi.com](mailto:elaineharkess@playlsi.com)

Local Sales Representative:  
ACS Playground Adventures  
Contact Person: Clint Pitzer  
Phone: 877-766-7529  
Email: [sales@acsplay.com](mailto:sales@acsplay.com)

**B) MRC, Inc.**

Master Agreement #6483  
Contract #4600039862  
  
Contact Person: Megan Kerr or Matt Miller  
Phone: 800-922-0070 ext. 1026  
Fax: 732-974-0226  
E-mail: [mmiller@mrcrec.com](mailto:mmiller@mrcrec.com)

**C) Play & Park Structures**

Master Agreement #6486  
Contract #4600039861  
Contact Person: Matt Mitchell  
Phone: 423-425-3165  
Fax: 423-648-5572  
E-mail: [mmitchell@playandpark.com](mailto:mmitchell@playandpark.com)

Local Sales Representative:  
Play by Design  
Contact Person: Kelli Collins  
Phone 918-851-9518

**D) Playworld Systems, Inc.**

Master Agreement #6485  
Contract #4600039863

Local Sales Representative

**1) Ash Recreation & Design**

Contact Person: Brian Ash  
931 Monterey Court  
Monett, MO 65708  
Office: 417-236-0790  
Cell: 417-393-5788  
E-mail: [brian@ashrecreation.com](mailto:brian@ashrecreation.com)  
Vendor #100203239

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**2) Hahn Enterprises**

Contact Person: Tania Hahn  
3702 Bienville Street  
New Orleans, LA 70119

Phone: 504-460-6052  
Fax: 504-488-3506  
E-mail: [tania@hahn-enterprises.com](mailto:tania@hahn-enterprises.com)  
Vendor #100237017

**3) Miracle Recreation Equipment Co.**

Contact Person: Kevin Walker, Customer Service Manager  
878 E. US Highway 60  
Monett, MO 65708

Phone: 417-354-2234  
E-mail: [kevin.walker@playpower.com](mailto:kevin.walker@playpower.com)  
Vendor #100229200

**4) Play Safe by Design, LLC  
dba Happy Playgrounds**

Contact Person: Kelli Collins  
8601 S. Oxford Ave.  
Tulsa, OK 74137

Phone: 918-851-9518  
E-mail: [kelli.collins@happyplaygrounds.com](mailto:kelli.collins@happyplaygrounds.com)  
Vendor #100230905

**5) PlayPower LT Farmington, Inc.  
f/k/a Little Tikes Commercial**

Contact Person: Jeffrey Prangler, Customer Service Manager  
878 E. US Highway 60  
Monett, MO 65708

Phone: 417-354-2281  
E-mail: [Jeffrey.prangler@playpower.com](mailto:Jeffrey.prangler@playpower.com)  
Vendor #100188526

1. **SCOPE:** The Participating Addendum covers the NASPO ValuePoint Parks and Recreation Equipment and related services led by the State of Oregon for use by state agencies and other entities located in the State of Arkansas as authorized by Arkansas state statutes to utilize this cooperative contract. The following goods or services are included in this Addendum:
- a) All goods and accessories listed on the contractor page of the NASPO ValuePoint website.
  - b) Product modifications.
  - c) Installation services.

The Participating Addendum and the Master Agreement, administered by the State of Oregon, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

2. **PARTICIPATION:** The NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Arkansas. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **INDIVIDUAL CUSTOMER:** Each State agency and political subdivision, as a participating entity, that purchase products or services will be treated as if they were Individual Customers. Except to the extent modified by the State of Arkansas Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases.

4. **PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

The following modifications or additions apply only to actions and relationships within the Participating Entity.

a. **Payments and Invoice Provisions:** Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency. The State may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the contractor has successfully satisfied the ordering agency as to the goods and/or services purchased.

Contractor should invoice the ordering agency by an itemized list of charges. The purchase order number and/or contract number should be referenced on each invoice. All invoices should be forwarded to the address that is specified on the agency's purchase order.

Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after date of invoice. Payments may also be made via a purchasing entity's purchasing card.

b. **Purchase Order Instructions:** All participating entities issuing a valid purchase order will be bound by the terms and conditions of the NASPO ValuePoint Master Agreement including, without limitation, the obligation to pay the contractor for products and/or services provided. The parties acknowledge and agree that orders submitted to the contractor from a purchasing entity through the purchasing entity's business procurement card are authorized purchase orders under the NASPO ValuePoint Master Agreement.

c. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint contract, agency name, address, name of contact person and phone number.

d. Reporting: The contractor agrees to provide a usage reports to the Arkansas primary contact within twenty (20) days after receipt of request. Reports should include the following data: agency name, product description and total price.

e. Record Retention: The contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

f. Monthly Service and Set-up Fees: The State of Arkansas will not pay monthly service or set-up fees to use the contractor's services.

g. Taxes: Personal Property tax will not be charged to Arkansas state agencies.

h. Cancellation: The State may cancel this Participating Addendum by giving the contractor and NASPO ValuePoint written notice of such cancellation thirty (30) days prior to the date of cancellation.

i. Governing Law: The laws of the State of Arkansas shall govern this agreement.

j. Venue and Jurisdiction: Venue for any claim, dispute, or action concerning an order placed against the contract shall be Pulaski County, Arkansas.

k. Sovereign Immunity: Nothing under this Master Agreement shall be deemed or construed as a waiver of the State's right to sovereign immunity.

l. Delivery: FOB Destination

**5. LEASE AGREEMENTS**: Lease agreements will not be a part of this Master Agreement.

**6. SUBCONTRACTORS**: All contractor's distributors, dealers and/or resellers authorized in the State of Arkansas, as shown on the dedicated contractor's NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. All contractor's distributors, dealers and/or resellers participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**7. ORDERS**: Any order placed by a participating entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices 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 such order.

**8. CONSTRUCTION / INSTALLATION SERVICES**: Eligible customer may determine if they want to use installation, site work and/or repair services as part of this agreement through an authorized service provider. The dealer must meet all the requirements given by the manufacturer for installation and/or services. Before services are performed the eligible customer will submit a detailed scope of work for the services requested. After reviewing the scope of work, the authorized dealer must provide a quote to the eligible customer detailing all costs. The eligible customer must approve cost and timeline before any services are provided.

Should the purchase of the equipment includes installation services and the amount for both the equipment and installation exceeds the sum of twenty thousand (\$20,000.00), the eligible customer must contact DFA Division of Building Authority at 501-682-1833.

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**OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS**

1. **GENERAL:** All terms and conditions stated in the invitation for bid govern this contract.
2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
13. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
14. **INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the

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purchase order.

15. STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16. ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17. CLAIMS: Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission (Commission), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.

18. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19. QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20. DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.