

BCI Burke Company

Introduction

BCI Burke Company

727 Northwest Way
Fond du Lac, WI 54937
Office: (920) 921-9220
Fax: (920) 921-9566

Business started in 1920

Incorporated in 1997

JE Burke Company was incorporated in 1920 as a weather-stripping company that quickly expanded to include the design and production of designer radiator furniture. After receiving a request to fabricate a slide for a family friend, JE Burke entered the playground industry and soon playground products were the company's main focus. The company remained family-owned and operated under the JE Burke company name until it was purchased from Greg Burke in 1997 and was incorporated as BCI Burke Company, LLC. The BCI Burke World Headquarters are located in Fond du Lac, Wisconsin. All operations including product design and development, IPEMA testing, sales, marketing, manufacturing, packaging and shipping are conducted at our Fond du Lac, Wisconsin campus.

We've been the play, playground, recreation and outdoor fitness industry for 102 years and continue our tradition of partnering with communities to bring them the highest level of play. Between Burke and our Representative partners, we provide a wide array of services including site analysis, playground design, grant database, fundraising kits and, perhaps most importantly, research-based products that help children, families and communities get and stay active outdoors. We do this with a passion and love for play that shows in our work. Whatever the size or scope of a project, we will provide a solution that is on time and on budget.

GOVMVMT ADMINISTRATION AGREEMENT

The following GovMVMT Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Site Accessories and Related Products and Services (the "Contract") between Fairfax County, VA and BCI Burke Company, LLC (Insert Supplier Name). The Agreement outlines the Suppliers general duties and responsibilities in implementing the GovMVMT contract.

The Supplier is required to execute the GovMVMT Administration Agreement (attached here to as Exhibit C) and submit with Supplier's proposal. Failure to do so may result in disqualification.

EXHIBIT A
QUESTIONNAIRE FOR NATIONAL CONSIDERATION

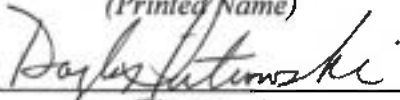
Suppliers are required to meet specific qualifications. Please respond to each qualification statement on this questionnaire.

1. Will the pricing for all Products and/or Services offered be equal to or better than any other pricing options it offers to Participating Public Agencies nationally?
Yes XX No
2. Does your company have the ability to provide service to any Participating Public Agencies in all 50 states?
Yes XX *No
(*If no, identify the states where you do not have the ability to provide service to Participating Agencies.)
3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 states?
Yes XX *No
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
4. Will your company assign a dedicated Senior Management level Account Manager to support the resulting GovMVMT contract?
Yes XX No
5. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with GovMVMT to monitor contract implementation progress?
Yes XX No
6. Does your company have the ability to provide electronic and ecommerce ordering and billing?
Yes No XX
7. Will the GovMVMT contract be your lead public offering to Participating Public Agencies?
Yes No XX
8. Check which applies for your company sales last year in the United States:
 Sales between \$0 - \$25 Million
 Sales greater than \$25 Million to \$50 Million
 Sales greater than \$50 Million to \$100 Million
XX Sales greater than \$100 Million

Submitted by:

Doug Pietrowski

(Printed Name)



(Signature)

Chief Financial Officer

(Title)

5/4/2022

(Date)

EXHIBIT B SUPPLIER RESPONSE

Supplier must provide the following information in order for the Lead Public Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies thru GovMVMT.

A. National Commitments

1. Please provide a written narrative of your understanding and acceptance of the Supplier Representations and Covenants in Section 1 of this Attachment.

Burke has reviewed the Covenants in Section 1 of this Attachment and both understands and accepts them.

B. Company

1. Provide a brief history and description of Supplier, including Supplier's experience in providing similar products and services.

BCI Burke is a long-standing provider of play, playgrounds, outdoor fitness, dog park, outdoor music, shade, park and site amenities and recreation equipment with more than 100 years in business. Our products, designs and processes help us bring the best in play to the communities we serve. Between Burke and our Representative partners, we provide a wide array of services including site analysis, playground design, grant database, fundraising kits, installation and, perhaps most importantly, research-based products that help children, families and communities get and stay active outdoors. Whatever the size or scope of a project, we will provide a solution that is on time and on budget.

Our Design Team is experienced and talented are creating spaces that bring communities together for play, exercise, development and fun. Our proprietary design software creates designs that meet all necessary standards including ADA. We design products and playspaces with a lens of Universal Design so we not only met standards but exceed them and create an equitable and engaging environment for all people.

Burke upholds a reputation for innovation, customer service and quality and maintains solid, mutually beneficial relationships with our Representatives and our customers. Our passion, mission and business is play and everything we do is to bring a higher level of play to the communities we serve. We do research with some the best partners and institutions and this research informs our product and playspace design and helps us continue to innovate new ways to engage children, families and communities. We back all of our products with our warranty, the Generations Warranty®, which is the longest and strongest in the industry. Our warranty isn't pro-rated and if a part needs replacement during the warranty period due to manufacturing defect, we'll replace it for free and give you a brand-new warranty on the part. Burke's hand-crafted quality also means less maintenance is required, which keeps your operating costs low and your playground open for play. Our products are designed to last which contributes to sustainability by producing less waste.

2. Provide the total number and location of sales persons employed by your company in the United States.

Example:

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SUPPLIER RESPONSE**

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
3	Atlanta	GA
2	Orlando	FL
4	Miami	FL
1	Richmond	VA
2	Philadelphia	PA
1	Kansas City	KS
5	Chicago	IL
6	Dallas	TX
4	Phoenix	AZ
15	Los Angeles	CA
	Etc.	Etc.
Total: 288		

Burke has 30 primary distributor firms that consist of approximately 125 selling representatives. We have distributor coverage in almost every state in the contiguous United States. See attachment titled “Burke Representatives with Territories” for additional information.

3. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

Most of the playground and recreation industry sells through 3rd party distributors. The majority of Burke’s sales are generated by 3rd party distributors that have exclusivity in specific geographies. Burke has 30 primary distributor firms that consist of approximately 125 selling representatives. We have distributor coverage in almost every state in the contiguous United States and are constantly seeking to add additional distribution in unrepresented or underpenetrated areas. Please see Burke Representatives attachment for information regarding Burke Representatives, their territories and approximate number of outside sales representatives.

Burke supports our distributors with 3 Regional Sales Managers located throughout the U.S. and with Sales Support based out of Fond du Lac, Wisconsin. In geographies where Burke does not have 3rd party distribution, we have added direct sales resources as well although it makes up a small percentage of our business. In total (Burke direct sales, 3rd party distribution, and sales support) we have approximately 145 people dedicated to growing our sales.

Whether Burke’s direct resources or our 3rd party partners, the selling representatives generally service all markets within a geography, so schools, municipalities, childcare centers, churches, etc. Burke’s distributors usually compensate their sales representatives based on the profitability of their projects. Burke’s sales resources are incentivized on sales and market share growth in their territories.

4. Provide the number and location of support centers.

Burke has 30 primary distributor firms that consist of approximately 125 selling representatives. We have distributor coverage in almost every state in the contiguous United States.

Burke’s Worldwide Distribution Center and Headquarters are located in Fond du Lac, Wisconsin.

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5. Provide company annual sales for the three previous fiscal years in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 2019, 2020, AND 2022			
SEGMENT	2019 SALES	2020 SALES	2021 SALES
Cities / Counties			
Counties (included above)			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

6. For the **proposed products and services included in the scope of your response**, provide annual sales for the last three fiscal years in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 2019, 2020, AND 2021			
SEGMENT	2019 SALES	2020 SALES	2021 SALES
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

Burke does not separate our sales data into these specific segments. The following is approximate sales data for the previous three years. This data applies to all of our products as they are all proposed in the scope of our response:

Market Category	2021 Orders	2020 Orders	2019 Orders
Non-Governmental Sales	\$24M	\$13M	\$16M
Parks & Recreation	\$40M	\$25M	\$28M
Schools	\$51M	\$31M	\$31M
Total:	\$115M	\$69M	\$75M

EXHIBIT B SUPPLIER RESPONSE

7. Provide a list of your company's ten largest public agency customers, including contact information.

Customer	City, State	Contact	Email	Phone
North Kansas City School District	North Kansas, MO	Jeff Vandel	jeff.vandel@nkcschools.org	(816) 321-5000
USD 259 Wichita	Wichita, KS	John Dorsett	jdorsett@usd259.net	(316) 209-9096
Gallup McKinley County Schools	Gallup, NM	Roxy Flanders	rflander@gmcs.org	(505) 728-7690
TOWN OF OYSTER BAY	Oyster Bay, NY	Greg Skupinsky	gskupinsky@oysterbay-ny.gov	(516) 797-4118
Camp LeJeune	Jacksonville, NC	Cassie Walkup	Cassie.walkup@usmc-mccs.org	(910) 449-9764
Mecklenburg County Parks & Recreation	Charlotte, NC	James Rainey	James.rainey@mecklenburgcountync.gov	(980) 314-1043
Richland School District One	Columbia, SC	Malvin Henry	Melvin.henry@richlandone.org	(803) 231-7015
City of Fort Worth	Fort Worth, TX	Joel McElhany	Joel.mcelhany@fortworthtx.gov	(817) 392-7275
Gilroy Unified School District	Gilroy, CA	Paul Nadeau	Paul.nadeau@gilroyunified.org	(408) 726-1686
Alachua County Public School	Gainesville, FL	Eddy Souza	souzael@gm.sbac.edu	(352) 583-0943

8. Describe any green or environmental initiatives or policies.

We all share one earth, and at Burke we want to preserve our planet for future generations of children. We've implemented a variety of practices to help us help keep our shared world a better, greener place.

Burke's sustainability policy is guided mainly by the directives of the ISO 14001:2015 Certification we have achieved through the NSF-International Strategic Registrations for Design and Manufacture of Playground Park and Recreation Equipment with the Design, Manufacture and Distribution of Specialized Parts, and we have had this Certification for over 11 years now. We recycle a large amount of the waste that is generated as part of our manufacturing processes for re-use by various industries. We utilize 100% of our campus energy from wind and other renewable resources. This helped us earn the Green Power Partner designation from the US Environmental Protection Agency – the only playground manufacturer to achieve this! See attachment Green Initiative.

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9. Describe any diversity programs or partners Supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a listing of diversity alliances and a copy of their certifications.

Burke does not offer any additional pricing options based on a member's diversity program.

10. Indicate if Supplier holds any of the below certifications in any classified areas and include proof of such certification in your response:

BCI Burke as a manufacturer is not eligible for the below accreditations, however, many of our local Sales Representatives have obtained the following.

- ESB Emerging Small Business
- SBE Small Business Enterprise
- WMBE Woman or Minority Business Entity
- WBE Woman's Based Enterprise Network

Additionally, in sourcing local subcontractors, Burke is committed to utilizing the number of accredited companies that a public sector client may require.

- a. Minority Women Business Enterprise (MBE or WBE)
Yes _____ No XX
- b. Small Business Enterprise (SBE) or Disadvantaged Business (DBE)
Yes _____ No XX
- c. Historically Underutilized Business (HUB)
Yes _____ No XX
- d. Historically Underutilized Business Zone Enterprise (HUBZone)
Yes _____ No XX
- e. Veteran Business Enterprise (VBE)
Yes _____ No XX
- f. Service-Disabled Veteran's Business Enterprise (SDVBE)
Yes _____ No XX

If you responded yes to any designations in a-f, please list certifying agency(ies):

11. Please describe any Affirmative Action Policy your company has in place.

Burke has adopted an affirmative action program (AAP) in accordance with the law. The Company is also committed to good faith practices of affirmative action with regard to females, minorities, and persons with disabilities. As part of the Company's commitment to affirmative action, Michelle Kissinger, Human Resources Manager, has been appointed as our Equal Employment Opportunity/Affirmative Action

EXHIBIT B SUPPLIER RESPONSE

Officer. She will have primary responsibility for ensuring that the Company's EEO/AAP is fully implemented.

C. Order Processing and Distribution

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

Our proposal process begins with our project design process. Burke's professional Design Team consists of a variety of backgrounds from Computer Art and 3D Animation to Architecture and Design. We work with our customers and listen to their needs to develop play environments of all sizes and budgets that meet their specifications and all applicable standards. Using Burke's proprietary software, EZ Design, we to create spaces that automatically bring in all standards and create proposals that are informative and accurate.

Pricing is reviewed for accuracy by our Design and Sales departments to provide a checks and balances system and ensure that all pricing and terms are accurate and reflect the terms in the contract. When a proposal is ready to turn into an order, Burke's local Representative will receive a signed quotation or purchase order from the customer and will enter the order into a secure Intranet site.

Once the order is placed, our Order Entry Department will process the order internally. The order is carefully reviewed by the Order Entry and Design Departments to ensure the order matches the customer's purchase order including equipment, color, price, requested delivery date, shipping location and any other information pertinent to the order. The Burke Representative will invoice the customer once the order has shipped. All GovMVMt member orders will be flagged as such in Burke's system so that Burke's Accounting Department is able to easily identify the GovMVMt orders and generate reports which accurately reflect GovMVMt order totals.

GovMVMt customers are able to purchase non-Burke contracted products and services. Our Representative firms distribute a wide variety of ancillary products including water play, bleachers, park shelters, non-Burke surfacing (PIP, EWF etc.) offering a full turn-key solution for GovMVMt customers. Burke will provide line item quotations for these "open market" items on the GovMVMt quote, and will clearly indicate that these are "open market" goods and/or services. The GovMVMt customer will be required to sign the quotation, which is an indication that they agree to the products and services as quoted.

2. In what formats do you accept orders (telephone, ecommerce, etc.)?

Customer purchase orders will be submitted to Authorized Burke Representatives either by fax or email. The member will send the Burke Representative a Purchase order or signed quote which the Representative will submit to Burke via its internal on-line order entry system.

3. Please describe your single system or platform for all phases of ordering, processing, delivery and billing.

Burke utilizes an ERP system to process all order related activities. All order activity including order entry, shipments, invoicing, and payment activities are tracked. Contract orders are flagged as such as and more detailed reports are available when necessary.

4. Please state your normal payment terms and any quick-pay incentives available to

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Participating Public Agencies.

All GOVMVMT members will receive net 30-day payment terms. Burke accepts payments via check, ACH, credit card and P-Card. To assist with financing, Burke has partnered with NewLane Finance Company to offer payment plans for approved customers - **Please see attachment Newlane Financing**. Burke does offer payments via credit cards. There is a 3% fee calculated on the total order if paid after the order has shipped. The 3% credit card fee is waived if the order is paid in full prior to the order shipment.

5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

All forms of ordering will be eligible to use a procurement card.

6. Describe how your company proposes to distribute the Products and Services nationwide.

Burke has 30 primary distributor firms that consist of approximately 125 selling representatives. We have distributor coverage in almost every state in the contiguous United States. See attachment titled "Burke Representatives with Territories" and "Representative Territory Map" for additional information.

7. Identify all other companies that will be involved in the processing, handling or shipping of the Products and Services to the end user.

The local Burke Representative is the customer's main contact for shipping and delivery. Our local Representatives receive immediate shipping quotes directly from Burke's partner carriers.

When an order is placed, it is assigned a ship date and the local Representative will communicate that information to the customer.

As the manufacturing process progresses, the Shipping Team monitors the parts within our system to ensure they are completed in time to be included with the proper order. Each order is packed to maximize the use of space and tracking information is provided to our Representative to be shared with the customer.

If the customer prefers to arrange their own freight, they should contact their local Representative before placing the order to make all necessary arrangements.

Due to fluctuating fuel prices, freight rates are quoted on a per project basis, and are valid for 30 days from the quote date. The freight charge will be clearly indicated on the quote provided by Burke and will be quoted at Burke's cost.

Burke will use transportation brokers to source out the most cost effective freight rate to ship to Alaska, Hawaii, US Territories and Outlying Areas. The freight charges will be clearly noted on the quote provided by Burke.

The shipping department at Burke will pack and load all shipments leaving the Burke Warehouse. Burke does primarily use ABF Freight company for a majority of their loads. Burke uses several different carriers depending on the destination of the shipment however, Burke does primarily use ABF Freight company for most of their loads.

8. Describe how Participating Public Agencies are ensured they will receive the Master Agreement pricing with your company's distribution channels, such as direct ordering, retail or in-store locations, distributors, etc. Describe how Participating Public Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

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Each GOVMVMT member order is carefully audited by our Accounting Department, Design Department and Sales Department to ensure everything is to the customer's specifications and according to the terms and conditions of the Master Agreement. Burke works very closely with our Representatives and customers to ensure total customer satisfaction throughout the entire process. Line item pricing is provided to Participating Public Agencies and the customer has the ability to compare the line item pricing on their proposal to the approved Master Agreement pricing.

9. Provide the number, size and location of your company's distribution facilities, warehouses and retail network, as applicable.

Burke has one Distribution Center located on the Burke Campus at 665 N Peters Ave, Fond du lac, WI 54937. The distribution center is 40,000 Square Feet.

10. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, etc.) for each Participating Public Agency.

Burke has reporting capabilities through our ERP system. All order activity including order entry, shipments, invoicing, and payment activities are tracked. Contract orders are flagged as such as and more detailed reports are available when necessary.

11. Describe your company's ecommerce capabilities:

- a. Include details about your company's ability to create punch out sites and accept orders electronically.

When purchasing through a Burke Representative, our Representative has the ability to place orders online and access all order information. GovMVMT members will work with their local Burke Representative to design a custom playground that fits their specific specifications, site dimensions and budget. The Representative will issue a customer quotation which will be reviewed by the Burke sales team to ensure it meets all of the terms and conditions of our GovMVMT contract. When the member is ready to place the order, they will work directly with their Representative and provide them with a signed quotation or purchase order. The Representative will utilize Burke's internet-based ordering system that is entirely self-developed and self-managed by our in-house IT and Order Entry Departments. Once the order is placed, our Order Entry Department will process the order internally. The order is carefully reviewed by the Order Entry and Design Departments to ensure the order matches the customer's purchase order including equipment, color, price, requested delivery date, shipping location and any other information pertinent to the order. The Burke Representative will invoice the customer once the order has shipped. All GovMVMT member orders will be flagged as such in Burke's system so that Burke's Accounting Department is able to easily identify the GovMVMT orders and generate reports which accurately reflect order totals

- b. Provide detail on your company's ability to integrate with a Public Agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.

Currently Burke does not have the ability to integrate with a Public Agency's ERP System as our products are customizable and not a good fit for this type of process. We would consider researching this further should we be awarded a contract and the need arises with a Public Agency that would do a substantial amount of business with Burke.

EXHIBIT B
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D. Sales and Marketing

1. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Supplier's preferred go-to market strategy for Public Agencies to Supplier's teams nationwide, including, but not limited to:
 - a. Executive leadership endorsement and sponsorship of the award as the Supplier's go-to-market strategy within the first 10 days.
 - b. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the GovMVMt team within the first 90 days.

Burke will use the GovMVMt contract to help customers streamline the bid process which can monopolize precious time and resources. By utilizing a cooperative contract, they will have the ability to purchase higher quality, long-lasting products without being forced to grant an award to the lowest-cost provider.

Burke will cooperatively promote this message, the award and partnership of this contract, specifically in the first 10 days and continuing on throughout the first 90 days and beyond. This will start with an onboarding meeting with our executives and the executives of GovMVMt team to align our goals for this contract. Our goal is to be the "go to" resource for all schools, parks, municipalities, and any additional organizations that may qualify for the GovMVMt contract. We will develop and utilize co-branded postcard mailers, email blasts, and Google advertising to dramatically elevate awareness, specifically against US Communities. In addition, each message will be shared via our social media campaign. Burke will also utilize our internal communication platform, Burke Spot, to highlight the newly awarded contract to our Sales Representatives. We will schedule online training with our representatives on utilizing the contract in conjunction with the GovMVMt team.

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2. Provide a detailed 90-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, including, but not limited to:
 - a. Creation and distribution of a co-branded press release to trade publications.
 - b. Announcement, Master Agreement details and contact information published on the Provider's website within the first 90 days.
 - c. Commitment to attendance and participation with GovMVMt at national (i.e. NIGP Annual Forum, etc.), regional (i.e. Regional NIGP Chapter meetings, Regional Summits, etc.) and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
 - d. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by GovMVMt for partner providers. Booth space will be purchased and staffed by Supplier.
 - e. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.
 - f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - g. Dedicated GovMVMt internet web-based homepage on Supplier's website with:
 - GovMVMt Partners standard logo;
 - Copy of original Request for Proposal, including all addenda;
 - Copy of Master Agreement all amendments between Lead Public Agency and Supplier;
 - Marketing Materials;
 - Electronic link to GovMVMt website including the online registration page;
 - A dedicated toll-free number and email address for GovMVMt.

Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the GovMVMt team within first 90 days.

Creation and distribution of a co-branded press release to trade publications.
Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.

Design, publication and distribution of co-branded marketing materials within first 90 Days.

Commitment to attendance and participation with GovMVMt at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter

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Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.

Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.

Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.).

Dedicated GovMVMt internet web-based homepage on Supplier's website with:

- GovMVMt standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to GovMVMt website including on-line registration page

Burke will cooperatively promote the award and partnership of this contract, specifically in the first 10 days and continuing on throughout the first 90 days and beyond. This will start with an onboarding meeting with our executives and the executives of GovMVMt to align our goals for this contract. Our goal is to be the "go to" resource for all schools, parks, municipalities, and any additional organizations that may qualify for the GovMVMt contract. We will develop and utilize co-branded postcard mailers, email blasts, and Google advertising to dramatically elevate awareness. In addition, each message will be shared via our social media campaign. Burke will also utilize our internal communication platform, Burke Spot, to highlight the newly awarded contract to our Sales Representatives. We will schedule online training with our representatives on utilizing the contract in conjunction with the GovMVMt staff.

3. Describe how Provider will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through GovMVMt. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

The playground and recreational markets generally do not have on-going business but rather purchases made on a project by project basis. We have found that once an entity has purchased utilizing a cooperative contract that they are significantly more likely to do so again in the future. As part of the sales process, our sales team and distributors would educate these customers that have purchased from Burke through another contract in the past and educate them about the benefits of the GovMVMt program for any future purchases.

OMNIA Partners - Contract# R220201
Established 5/2017 Expires 4/2025

Equalis Group/Sourcing Alliance - Contract # 2020.05.4A
Established - 9/2020 - Expires August 2025

HGACBuy- Contract # PR11-20
Established - September 2010 - Expires October 2022

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Ohio State Contract – Schedule # 800702
Established - January 2012 – Expires March 2023

NJ State Contract – Contract # T0103, 16-FLEET-00134
Established May 2012 – Expires May 2022

Texas BuyBoard – Contract # 592-19
Established March 2015 – Expires September 2022

Sourcewell – Contract 010521-BUR
Established – February 17, 2021 – Expires February 17, 2025

4. Acknowledge Supplier agrees to provide its logo(s) to GovMVMt and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of GovMVMt logo will require permission for reproduction as well.

Burke agrees to provide our logo to GovMVMt and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Burke will request permission from GovMVMt for use of its logo for reproduction.

5. Confirm Supplier will be proactive in direct sales of Supplier's Products and Services to Public Agencies nationwide and the timely follow up to leads established by GovMVMt. All sales materials are to use the GovMVMt logo. At a minimum, the Supplier's sales initiatives should communicate:
 - a. Master Agreement was competitively solicited and publicly awarded by a Lead Public Agency
 - b. Pricing Equal to or better than Supplier's Best available government pricing
 - c. No cost to participate
 - d. Non-exclusive

Burke confirms that we will be proactive in direct sales of Burke products and services to Public Agencies nationwide and will follow up on all leads established by GovMVMt in a timely manner. All sales materials will include the GovMVMt logo. Burke agrees to communicate the above referenced bullet points to current and potential customers.

6. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
 - a. Key features of Master Agreement
 - b. Working knowledge of the solicitation process
 - c. Awareness of the range of Public Agencies that can utilize the Master Agreement through GovMVMt
 - d. Knowledge of benefits of the use of cooperative contracts

Burke commits to continued training of our national sales force on the GovMVMt Members contract and will do this through our yearly sales conference and a minimum of at least one webinar in coordination with the GovMVMt team, along with focused meetings with our individual selling representative firms, coordinated by Burke's Regional Sales Team. We also will provide all training materials on our private representative website for our representatives to access.

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Our expectations are that Burke and GovMVMt will work as a cohesive team to provide GovMVMt customers with the highest quality products and services for the best value in the industry. We will commit our resources to immediately train our internal staff, Representatives and current customers regarding the benefits of purchasing through GovMVMt. We will market the contract to existing Burke and GovMVMt customers. The Burke/GovMVMt partnership will continue to grow throughout the term of the contract as we exceed member expectations and bring "Play That Moves You" to communities throughout the world.

7. Provide the name, title, email and phone number for the person(s) who will be responsible for:

a. Executive Support

Michael Phelan, President/CEO
mphelan@bciburke.com
(920) 933-6700

b. Sales

Jody Becker, Director of Sales & Business Development
jbecker@bciburke.com
(920) 204-0966

c. Sales Support

Jessica Westphal, Sales Support Coordinator
jwestphal@bciburke.com
(920) 204-4849

d. Marketing

Stacy Johnson, Director of Marketing
sjohnson@bciburke.com
(920) 204-0963

e. Financial Reporting

Mercedes Miles, Senior Order Specialist
mmiles@bciburke.com
(920) 933-6698

f. Accounts Payable

Yvonne Loduha, Accounting Associate
yloduha@bciburke.com
(920) 933-6702

g. Contracts

Marianne Larson, Sales Support Manager
mlarson@bciburke.com
(920) 979-2721

8. Describe how Supplier's national sales force is structured, including contact information for the highest level executive responsible for the sales team.

EXHIBIT B
SUPPLIER RESPONSE

Burke employs three Regional Sales Managers (RSM) who report directly to the Director of Sales & Business Development, Jody Becker (jbecker@bciburke.com). Each RSM is assigned a territory within the United States and Canada. The RSMs assist our Representative firms by joining them in customer visits, lunch & learns, tradeshow, territory development, training and recruiting. Burke's Sales Support and Marketing Departments provide continuous support to the RSMs and Representatives. This model has proven to be very effective for Burke and demonstrates our commitment to fully support our Representative Firms and our collective customers.

Burke RSMs also handle Burke Direct sales into areas that are not currently covered by a contracted Representative firm. RSMs work closely with Burke Sales Support Staff to ensure exceptional Burke designs, timely submission of proposals and quotes, order placement, order delivery, equipment installation and service.

9. Explain how your company's sales team will work with the GovMVMt team to implement, grow and service the national program.

The Burke sales organization is comprised of exclusive distributor partners across the US who are managed by Burke's Regional Sales team. Each Regional Sales Manager is assigned a geographic region and responsible for growth and strategic development initiatives, such as the utilization of the GovMVMt contract to grow sales. The RSM's will work with the GovMVMt sales team in identifying strategic targets in their assigned region, as well as coordinate meetings and trainings with our distribution partners to grow GovMVMt sales. Internally, Burke is supported by our internal sales team, ensuring the proper procedures and documentation are followed according to the contract.

10. Explain how your company will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Burke's Sales & Marketing Teams will work cohesively throughout the term of the Master Agreement to administer, market, promote and grow sales under the agreement. Burke's Marketing team will work in conjunction with GovMVMt to produce cobranded materials to drive interest in both Burke and GovMVMt. We use email, case studies, brochures and tradeshow marketing to inform our joint customers about the benefits of purchasing Burke through GovMVMt.

11. While it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a

**EXHIBIT B
SUPPLIER RESPONSE**

solicitation for Products covered under the Master Agreement. Describe your company's strategies under these options when responding to a solicitation.

- a. Respond with Master Agreement pricing (Contract Sales reported to GovMVMT).
 - b. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales are reported as contract sales to GovMVMT under the Master Agreement.
 - c. Respond with pricing higher than Master Agreement online in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract sales are not reported to GovMVMT).
 - d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
12. Describe your company's sales goals for this Contract if awarded the Master Agreement, including targeted dollar volume by year:

\$1,000,000.00 in year one
\$2,000,000.00 in year two
\$3,500,000.00 in year three

E. Additional Information

1. Please use this opportunity to describe any other offerings your organization can provide that you feel will provide additional value and benefit to a Participating Public Agency.

BCI Burke is a long-standing provider of play, playgrounds, outdoor fitness and recreation equipment with 102 years in business. We continue to evolve our products, designs and processes to bring the best in play to the communities we serve. Between Burke and our Representative partners, we provide a wide array of services including site analysis, playground design, grant database, fundraising kits and, perhaps most importantly, research-based products that help children, families and communities get and stay active outdoors. We do this with a passion and love for play that shows in our work. Whatever the size or scope of a project, we will provide a solution that is on time and on budget.

Our designs and products are influenced by primary, secondary and observational research. We partner with leading institutions to research how play helps children develop and what types of play influence different ages and abilities. Most importantly, how to put it all together in both product and space design. This helps us be the best partner for you – someone you can count on to be a resource. We provide beautiful 3D renderings of playgrounds for our customers to help them visualize their space and raise funds if needed.

Play That Moves You® is the driving force behind all that we do. It's getting and keeping kids, families and communities moving and providing a place to gather and engage. This infiltrates everything our everyday – the products we bring to market, the people and Representatives we partner with and the recreation spaces we design. It means we bring quality to the game because spaces can't move people if they aren't functioning. Burke's playgrounds are handcrafted by artisans in Fond du Lac, WI using high quality materials, including compounded plastics with UV-20 and aluminum connectors to protect your

EXHIBIT B
SUPPLIER RESPONSE

investment. Burke's exclusive KoreKonnnect® direct-bolt clamp system is the very best in the industry and our EZKonnnect® system features a self-leveling platform design that eases installation.

Our online resources provide guidance to our customers in fundraising, playground planning, grant searches and product information. We share videos to help customers connect with our products and understand the events they want for their space. Our Burke Fitness App, designed with certified trainers, helps users get the most from their workouts and make sure all equipment is being used properly. The Biba® App is an incredible way to foster intergenerational play and engagement on any Burke and Biba playground or, Biba can be used to enhance an existing playspace and bring new life.

Playground safety is of the utmost importance for us and we demonstrate that in a variety of ways. We offer a free Safety Kit with every modular play structure order. Written and developed by the National Program for Playground Safety, this kit teaches playground supervision to teachers, caregivers, parents and volunteers. Maintaining your play area is a must for playground safety. Your new Burke modular play structure comes complete with a free Maintenance Kit to help keep your playground providing community fun for years to come.

The plethora of options from Burke provides an opportunity for play for all ages and abilities for every community.

MASTER AGREEMENT

(Lead Public Agency Master Agreement/Contract to be attached at time of award.)

ATTACHMENT C

SAMPLE SALES REPORT TEMPLATE

[illegible]

Organization and Staff Experience

BCI Burke is a long-standing provider of play, playgrounds, outdoor fitness, dog park, outdoor music, shade, park and site amenities and recreation equipment with more than 100 years in business. Our products, designs and processes help us bring the best in play to the communities we serve. Between Burke and our Representative partners, we provide a wide array of services including site analysis, playground design, grant database, fundraising kits, installation and, perhaps most importantly, research-based products that help children, families and communities get and stay active outdoors. Whatever the size or scope of a project, we will provide a solution that is on time and on budget.

Our Design Team is experienced and talented are creating spaces that bring communities together for play, exercise, development and fun. Our proprietary design software creates designs that meet all necessary standards including ADA. We design products and playspaces with a lens of Universal Design so we not only met standards but exceed them and create an equitable and engaging environment for all people.

Burke upholds a reputation for innovation, customer service and quality and maintains solid, mutually beneficial relationships with our Representatives and our customers. Our passion, mission and business is play and everything we do is to bring a higher level of play to the communities we serve. We do research with some the best partners and institutions and this research informs our product and playspace design and helps us continue to innovate new ways to engage children, families and communities. We back all of our products with our warranty, the Generations Warranty®, which is the longest and strongest in the industry. Our warranty isn't pro-rated and if a part needs replacement during the warranty period due to manufacturing defect, we'll replace it for free and give you a brand-new warranty on the part. Burke's hand-crafted quality also means less maintenance is required, which keeps your operating costs low and your playground open for play. Our products are designed to last which contributes to sustainability by producing less waste.

Burke References

Keene Central School District
Keene Central Elementary School
Jake Riggins
Facility Director
33 Market Street
PO Box 67
Keene Valley, NY 12943
jriggins@keenecentralschool.org
(518) 576-4555

Installed 6/2021

Included Equipment, Install and Surfacing for School District



City of North Canton

Dogwood Park

Catherine Farina

Deputy Director of Administration and Development

345 7th Street NE

North Canton, OH 44720

cfarina@northcantonohio.gov

(330) 499-8223 x1002

Installed 9/2021

Included Equipment, Install and Surfacing including Shelter and Concrete Work for Park District



**City of Portsmouth
Portsmouth City Park**

Mark Palamarchuck

Cpl JM Williams Ave

Portsmouth, VA 23701

palamarchuckm@portsmouthcity.gov

(757) 717-8632

Installed 9/2021

Included Equipment, Install and Surfacing for Park District



Burke Executive Support Team

(920) 921-9220
660 Van Dyne Road
P.O. Box 549
Fond du Lac, WI 54936

Michael Phelan

Michael serves as President/CEO at BCI Burke playground company, having joined the firm in 2012 as the Vice President of Operations. Prior to that, Michael worked for Associated Spring-Barnes Group, a diversified spring manufacturer that serves the Aerospace & Defense, heavy-duty truck, automotive, general industrial and medical markets. Since 2008, he served as GM of U.S. Operations where he oversaw five manufacturing facilities.

Michael holds a Bachelor's Degree in Mechanical Engineering from the University of Illinois Champaign-Urbana and a Master's Degree in Engineering Management from the Milwaukee School of Engineering.

Douglas Pietrowski

Douglas serves as Chief Financial Officer at BCI Burke playground company. Douglas joined Burke in 2015 after serving as the Controller for American Finishing Resources, LLC since 2009. Prior to that, he held various Controller, CFO and Finance positions with companies such as Mercury Marine, Maysteel and Hometown Bancorp, LTD.

Douglas has extensive training in Lean Six Sigma and holds a Bachelor's Degree in Accounting to University of Wisconsin-Oshkosh.

Brian Johnson

Brian serves as Chief Operating Officer at BCI Burke playground company. Brian joined Burke in 2007 and after holding various senior sales and marketing leadership positions, including Vice President of Marketing and Product Development at the GameTime division of PlayCore, Inc.

Brian holds a Bachelor's Degree in Business Management and Accounting from the University of Wisconsin-Parkside and an M.B.A. in Marketing from the Keller Graduate School of Management.

Jody Becker Director of Sales & Business Development

(920) 921-9220
660 Van Dyne Road
P.O. Box 549
Fond du Lac, WI 54936

Relevant Experience

Director of Sales & Business Development

BCI Burke Company

2020 - Present

- Develop and build Burke's distribution network by helping existing representatives expand coverage, recruiting new representative partners and grow sales in open territories.

Vice President – Sales & Marketing

Dutchland Plastics

2018-2020

Director-OEM Division

Jefferson Electric

2012-2018

Bachelor's Degree

Program: Bachelor of Science – Industrial Engineering

Skills, Training & Involvement

- Proficient in Microsoft Windows – Microsoft Office – CRM and Sales Management

Marianne Larson

Sales Support Manager

(920) 921-9220
660 Van Dyne Road
P.O. Box 549
Fond du Lac, WI 54936

Relevant Experience

Sales Support Manager

BCI Burke Company

03/2015 – Present

- Manages representative agreements, set up of new representatives, cooperative contract process, representative communication, facilitates and provides sales training, coordinates national sales meeting and manages Sales Support Coordinator.

Sales Support Coordinator

BCI Burke Company, LLC

08/2012 – 03/2015

- Assistant to Sales Support Manager, assist with representative agreements, set up of new representatives, assist with contract pricing, assist with travel arrangements, assist with representative communication and answering questions.

Data Quality Specialist

The Nielsen Company

01/2002 – 08/2012

- Investigated and resolved customer inquiries regarding the validity of company produced data, interacted with retailers, manufacturers and corporate database specialists, reviewed retailer UPC level raw data and advertisements to determine if data quality issues existed, researched established corporate data editing systems to ensure data quality, created and coordinated multi-department correction plans when data was deemed to be inaccurate, and performed special projects as requested by Management.

Bachelor's Degree

Concordia University, Wisconsin

Program: Management & Communication

Skills, Training & Involvement

- Proficient in Microsoft Windows – Microsoft Office – ACT! CRM Software – Map Point – Various mainframe systems.
- Sings National Anthem at various local events and venues, including semi-professional teams Wisconsin Timber Rattler baseball and Milwaukee Admirals hockey.

Jessica Westphal

Sales Support Coordinator

(920) 921-9220
660 Van Dyne Road
P.O. Box 549
Fond du Lac, WI 54936

Experience

Sales Support Coordinator

BCI Burke Company, LLC

05/2015 - Present

- Assistant to Sales Support Manager, assist with representative agreements, set up of new representatives, assist with contract pricing, assist with travel arrangements, assist with representative communication and answering questions

Customer Service Representative

BCI Burke Company, LLC

01/2014-5/2015

- Assist with replacement parts, warranty issues, and assisting installers with questions in the field with repairs or new installations.

Customer Service Representative

Georgia Pacific Corporation –Packaging Division

05/2008-01/2014

- Provide quotations, process orders, maintain inventory and track shipments of corrugated boxes for over 100 customers.

Bachelor's Degree

University of Wisconsin Oshkosh-Oshkosh, Wisconsin
Program: Communications

Skills, Training & Involvement

- Proficient in Word, Excel, Access, and Outlook
- Membership Committee, Young Professionals of Fond du Lac

Stacy Johnson

Marketing Director

(920) 921-9220
727 Northwest Way
P.O. Box 549
Fond du Lac, WI 54936

Experience

Director of Marketing

BCI Burke Company, LLC

10/2021 - Present

- Oversee the marketing team, plan and implement marketing strategies, and support sales rep network

Director of Marketing & Strategic Planning

Senior Marketing Manager

Marketing Manager

Dorner Mfg. Corp.

09/2013-07/2021

- Directed marketing team and strategy, led executive strategic planning sessions, and assisted sales team and distributor network

Marketing Coordinator

Merchandising Specialist

Sales & Marketing Assistant

Goff's Enterprises, Inc.

02/2009-09/2013

- Coordinated marketing projects, tradeshow, ad campaigns, and social media

Education

Master's Degree

UW-Whitewater

Business Administration - Management & Marketing

Bachelor's Degree

UW-Whitewater

Business Administration – Marketing

Skills, Training & Involvement

- Proficient in Word, Excel, and Outlook
- Walk to End Alzheimer's Waukesha County, Community Engagement Committee Member
- Leadership Training: Culture Index, Living as a Leader, LeaderPro

Joel Schleis

Design Manager

(920) 921-9220
727 Northwest Way
P.O. Box 549
Fond du Lac, WI 54936

Experience

Design Manager/Playground Designer

BCI Burke Company, LLC

12/2014 - Present

- Oversee the Design team
- Design compliant and creative playground spaces
- Support sales rep network

Education

Bachelor's Degree

UW-Oshkosh

Business Administration – Marketing

Skills, Training & Involvement

- Proficient in AutoCAD, Word, Excel, and Outlook
- Knowledge of playground safety and accessibility standards and guidelines: ASTM, CPSC, ADAAG, etc.
- Certified Playground Safety Inspector

Mercedes Miles

Senior Order Specialist

(920) 921-9220
660 Van Dyne Road
P.O. Box 549
Fond du Lac, WI 54936

Relevant Experience

BCI Burke Company

Senior Order Specialist

2020 – Present

- Process customer orders, invoice customers after shipments, contract reporting, accounts receivables, and lead/develop/train order entry team

Order Specialist

2017-2020

- Process customer orders, invoice customers after shipments, contract reporting, accounts receivables

Administrative Assistant

2016-2017

- Process leads and distribute to representative network, receptionist, administrative assistant to executive team

Education

UW-FDL Associates of Arts and Science Degree 2011

Skills, Training & Involvement

- Proficient in Microsoft Windows – Microsoft Office – WorkWise – Excel
- Extensive understanding of Accounts Receivable, Project Management and Inventory



BCI Burke Representatives

Subcontractor Name	Principal/Owner	Approx # of Reps	Street Address City, State, Zip	Territory	Phone #	E-mail
ABCCreative Inc.	Tim McNamara	5	34102 Commerce, Ste. C De Soto, KS 66018	Iowa, Kansas & Missouri	(913) 583-3332	tim@abccreative.net
AK Sales & Consulting, Inc.	Art & Karen Moyle	6	1202 E 19th Street Roswell, NM 88201	New Mexico	(575) 623-1488	akmoyle@yahoo.com
All Recreation of Virginia, Inc.	John Lombardi	5	20609 Gordon Park Square Suite 190 Ashburn, VA 20147	Virginia, Washington D.C. & Maryland	(888) 429-0001	jpl@allrec.com
American Recreational Products	Bob Brown & Kevin Brown	4	144-1 Remington Blvd Ronkonkoma, NY 11779	New York	(631) 244-0011	bob@americanrecreational.com kevin@americanrecreational.com
AtoZ Recreation	Brandon Smith	3	PO Box 626 Littleton, CO 80160	Colorado & Wyoming	(303) 670-3789	brandon@atozrecreation.com
Barrs Recreation	John & Carolynne Barrs	7	36 Diane Street Pittsboro, NC 27312	North & South Carolina	(919) 781-4870	johnb@barrsrec.com carolynneb@barrsrec.com
Ben Shaffer Recreation, Inc.	Scott & Patty Tumminello	4	PO Box 844 Lake Hopatcong NJ 07849-0844	New Jersey	(973) 663-2021	scott@benshaffer.com patty@benshaffer.com
Buell Recreation	Rachel Gora	2	7327 SW Barnes Rd #601 Portland OR 97225	Washington, Oregon, Idaho, and Northern Nevada	(503) 922-1650	rachel@buellrecreation.com
Child's Play, Inc.	Jay & Kathy Robertson	6	10661 Shady Trail Dallas TX 75220	Northeast Texas (See bciburke.com for specific counties)	(972) 484-0600	jay@childsplayinc.net kathy@childsplayinc.net
Childscapes	Tim Pesko	2	835 Plain Street, Unit 21 Marshfield, MA 02050	Massachusetts, Connecticut & Rhode Island	(781) 837-6412	tpesko@childscapes.net
Creative Sites, LLC	Julie Kutilek	1	11506 Pierce St Omaha NE 68144	Nebraska	(402) 614-4606	julie@creative.omhcoxmail.com
Davis Playgrounds, Inc.	Wayne Davis	3	104 Orchid Dr Maumelle AR 72113	Arkansas	(501) 851-0756	wayne@davisplaygrounds.com
fun abounds	Leigh Walden	4	114 Venice St Sugar Land TX 77478	Southern Texas (See bciburke.com for specific counties)	(855) 226-8637	lwalden@fabplaygrounds.com
Grondahl Recreation	Larry Grondahl	1	1202 W. 18th Street Williston, ND 58801	Montana & North Dakota	(701) 572-7897	grondahl@dia.net
Innovative Playgrounds	Alvino Larios	3	12407 E Slauson Ave #D Whittier CA 90606	Southern California (See bciburke.com for specific counties)	(562) 693-5200	alarios@innovplay.com
J.J. Ryan	Rich Fustos	1	242 Amboy Ave PO Box 252 Woodbridge NJ 07095	Portion of New Jersey (See bciburke.com for specific counties)	(732) 634-1082	jryaninc@aol.com
Lee Recreation	Vern & Lana Lee	5	260 W. Main Street Cambridge, WI 53523	Wisconsin & Upper Michigan (See bciburke.com for specific counties)	(800) 775-8937	vern@leerecreation.com lana@leerecreation.com



BCI Burke Representatives

Subcontractor Name	Principal/Owner	Approx # of Reps	Street Address City, State, Zip	Territory	Phone #	E-mail
Park N Water	Stephen Van Meer	2	6 Wardlaw Avenue Orangeville, ON L9W 6K1	Portions of Ontario (See bciburke.com for specific territories)	(519) 215-2970	steve@parknwater.com
Planet Recess	Treynor McAdams	2	PO Box 78160 Baton Rouge, LA 70837	Mississippi & Louisiana	(225) 778-4700	treynor@planetrecess.com
Play Illinois	Mike Maloney	5	310 N Grant Street Westmont, IL 60559	Illinois	(844) 222-9990	mike@playil.com
Play It Safe Playgrounds and Park Equipment	Jordan Lynde	8	7931 E Pecos Road #160 Mesa, AZ 85212	Arizona & Southern Nevada (See bciburke for specific counties)	(480) 347-8486	jordan@playitsafeparkgrounds.com
PlaySouth, LLC	Andy Bryant	5	PO Box 492467 Atlanta, GA 30349	Georgia	(678) 488-6572	andy@playsouth.net
PlayQuest Recreation	Derek Giesbrecht & Curtis Giesbrecht	11	8440 45 St Edmonton AB T6B 2N6	Alberta, Manitoba, Saskatchewan, Northwest Territories, Nunavut Territory and Yukon - Canada (See bciburke.com for specific territories)	(780) 809-8678	derekg@playquest.ca curtisg@playquest.ca
Recreation Resource USA	Sylvia Umbreit & Kevin Umbreit	4	503 N Walnut Road, #200 Kennett Square, PA 19348	Delaware, West Virginia & Eastern Pennsylvania (See bciburke.com for specific counties)	(610) 444-4402	sylviau@recreation-resource.com kevinu@recreation-resrouce.com
Snider Recreation	Jeff Snider & James Snider	7	10139 Royalton Rd Ste K North Royalton OH 44133	Michigan, Indiana, Ohio and Western Pennsylvania (See bciburke.com for specific counties)	(440) 877-9151	jeffsnider@cvsnyder.com jcsnyder@cvsinder.com
Specified Play Equipment Company	David Yosso	5	121 Industrial Rd #1 Belmont, CA 94002	Northwestern California (See bciburke.com for specific counties)	(650) 394-4484	david@specplay.com
St. Croix Recreation	Christopher Johnsen	3	1826 Tower Drive W Stillwater, MN 55082	Minnesota	(651) 430-1247	cj@stcroixrec.com
Suttle Recreation	Mark Suttle	2	Unit 1 - 5550 Hastings Street Burnaby BC V5B 1R3	British Columbia - Canada	(604) 293-1569	mark@suttle-recreation.com
Top Line Recreation	Terry & Sonia Perkins	7	2922 Howland Blvd Suite 3 Deltona, FL 32725	Florida (Excluding Panhandle) (See bciburke.com for specific counties)	(800) 921-4509	terryp@toplinerec.com soniap@toplinerec.com
Twin States Recreation	Max Maxwell	2	PO Box 732 Magnolia Springs, AL 36555	Alabama & Florida Panhandle (See bciburke.com for specific counties)	(205) 453-4321	max@twinstatesrec.com



Burke
REPRESENTATIVE TERRITORIES



Certificate of Registration

This certifies that the Quality Management System of

BCI Burke Company, LLC

660 Van Dyne Road
Fond du Lac, Wisconsin, 54936, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 9001:2015

Scope of Registration:

Design and Manufacture of Playground, Park and Recreation Equipment with the Design, Manufacture and Distribution of Specialized Parts.



Certificate Number:	C0130541-IS8
Certificate Issue Date:	28-OCT-2021
Registration Date:	28-NOV-2020
Expiration Date *:	27-NOV-2023

Jennifer Morecraft,
Senior Managing Director

NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org



Certificate of Registration

This certifies that the Environmental Management System of

BCI Burke Company, LLC

660 Van Dyne Road
Fond du Lac, Wisconsin, 54936, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 14001:2015

Scope of Registration:

Design and Manufacture of Playground, Park and Recreation Equipment with the Design, Manufacture and Distribution of Specialized Parts.



Certificate Number:	C0130541-EM8
Certificate Issue Date:	28-OCT-2021
Registration Date:	28-NOV-2020
Expiration Date *:	27-NOV-2023

Jennifer Morecraft,
Senior Managing Director

NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org

PREFERRED PAYMENT PROGRAM

Choose the term that best fits your budget.

\$ CHOOSE A PAYMENT

EQUIPMENT COST	24 MONTHS	36 MONTHS	48 MONTHS	60 MONTHS
\$15,000	\$734	\$527	\$408	\$345
\$25,000	\$1,213	\$825	\$645	\$540
\$40,000	\$1,940	\$1,320	\$1,032	\$864
\$50,000	\$2,316	\$1,592	\$1,253	\$1,050
\$75,000	\$3,441	\$2,415	\$1,901	\$1,587

*Rates are subject to approval. Offer only available to companies located in the United States.

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FAIRFAX COUNTY

DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 711

ISSUE DATE: April 6, 2022	REQUEST FOR PROPOSAL NUMBER: RFP 2000003501	TITLE: Playground Equipment, Outdoor Fitness Equipment, Site Accessories and Related Products and Services
DEPARTMENT: Park Authority	DUE DATE/TIME: May 6, 2022 @ 11:00 A.M.	CONTRACT SPECIALIST: Nicole Cifci/ 703-324-2854 or; Nicole.cifci@fairfaxcounty.gov

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.: (920) 921-9220

BCI Burke Company LLC

E-Mail Address: sales@bciburke.com

727 Northwest Way

Federal Employer Identification No or 39-1900568

Fond du Lac, WI 54937

Federal Social Security No.(Sole
Proprietor)

Prompt Payment Discount: ___% for payment within
___days/net ___days

State Corporation Commission (SCC)
Identification No.

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting, by any other relevant certifications set forth in Attachment A, and the Affirmation of Legally Required Contract Terms set forth in Attachment A8.

Douglas Pietrowski

Vendor Legally Authorized Signature

5/4/2022

Date

Doug Pietrowski

Print Name

Chief Financial Officer

Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent by way of upload to Fairfax County's procurement portal at <https://fairfaxcounty.bonfirehub.com> until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



OFFEROR DATA SHEET

NAME OF OFFEROR: BCI Burke Company, LLC

ADDRESS: 727 Northwest Way

Fond du Lac, WI 54937

E-MAIL ADDRESS: dpietrowski@bciburke.com

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: Marianne Larson

Telephone Number: (920) 979-2721

E-Mail Address: mlarson@bciburke.com

Fiscal Representative: Doug Pietrowski

Telephone Number: (920) 921-9220

E-Mail Address: dpietrowski@bciburke.com

Payment Address, if different from above:

PO Box 549

Fond du Lac, WI 54936

BUSINESS CLASSIFICATION SCHEDULE

PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL. This designation is requested of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc. Fairfax County does not certify business classifications nor does it establish preferences or set-asides for specific classifications.

Examples:

- A small, Asian women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Minority-Owned" in Step 2
- A small, service-disabled veteran and women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Service-Disabled Veteran-Owned" in Step 2
- A government agency/public body would ONLY mark "Government Agency/Public Body" in Step 1

NAME OF BUSINESS: BCI Burke Company, LLC

LAST 4 DIGITS OF TIN/EIN: 0568

SIGNATURE: 

Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.

☐ Small ☒ Large ☐ Non-Profit ☐ Government Agency/Public Body ☐ Shelter Workshop

Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.

☐ Women-Owned ☐ Minority-Owned ☐ Service-Disabled Veteran-Owned

DEFINITIONS

Small Business/Organization - "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

Minority Business - is a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo, or Aleut.

Women-Owned Business - a business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

Service-Disabled Veteran - means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service - connected disability rating fixed by the United States Department of Veterans Affairs.

Service-Disabled Veteran-Owned Business - is a business that is at least 51 percent owned by one or more service -disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

Shelter Workshop - a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience in the workshop.

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The offeror:

☐ is a corporation or other business entity with the following SCC identification number:
_____ -OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

☒ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) -OR-

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

☐ Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals.

**Request for Protection of Trade Secrets or Proprietary Information Pursuant to
Article 2, Section 5.C.3 of the Purchasing Resolution and Va. Code Ann.
§ 2.2-4342(F)**

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in: Virginia ☐ Yes ☒ No
 Fairfax County ☐ Yes ☒ No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

BCI Burke Company has an Authorized Representative who is based in Ashburn, Virginia and will be servicing this contract in Virginia and Maryland. Customers in Fairfax, Virginia will work directly with the sales team at All Recreation of Virginia, Inc.


Signature

4/29/2012
Date

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of
Representative:

DOUGLAS PIETROWSKI

Signature/Date:

Douglas Pietrowski, 4/29/2022

Company Name:

BEI Burke Company, LLC

Address:

727 NORTHWEST WAY

City/State/Zip:

FOND DU LAC, WI 54937

SSN or TIN No:

39-1900568

Certification Regarding Ethics in Public Contracting

In submitting this proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

☒

1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

☐

2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Offeror Representative: Douglas Pietrowski

Signature/Date: Douglas Pietrowski 1/4/29/2022

Company Name: BCI Buick Company, LLC

Company Address: 727 Northhurst Way

City/State/Zip: Fond du Lac, WI 54937

This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.

AFFIRMATION OF LEGALLY REQUIRED CONTRACT TERMS

BY SIGNING THIS AFFIRMATION, THE OFFEROR REPRESENTS THAT IT UNDERSTANDS THAT THE FOLLOWING CONTRACT TERMS ARE REQUIRED BY LAW AND CANNOT BE VARIED, REVISED, AMENDED, CHANGED, OR OTHERWISE NEGOTIATED:

1. Funding: The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
2. Non-discrimination-During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
 - e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.
3. Authorization to Conduct Business in the Commonwealth: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so

AFFIRMATION OF LEGALLY REQUIRED CONTRACT TERMS

required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

4. No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.
5. Contractual Disputes:
 - a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
 - b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
6. Drug Free Workplace: During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful

AFFIRMATION OF LEGALLY REQUIRED CONTRACT TERMS

manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

7. Immigration Reform and Control Act: Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
8. Audit of Records: The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.
9. Nonvisual Access: All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
 - a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
 - b. The technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
 - c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
 - d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
 - e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

Signature/Date:



4/29/2022

Printed Name/Title:

Douglas Pietrowski

CFO

Company Name:

BCI Burke Company, LLC

Vendor name: BCI BURKE COMPANY LLC

Doing Business As/(Trade Name): _____

Corporate Address (Address Listed on W9): 727 NORTHWEST WAY

FOND DU LAC, WI Zip code: 54937 (please include last four digits)

Remittance Address ☒ :

BCI BURKE COMPANY LLC PO BOX 549

FOND DU LAC, WI Zip code: 54936-0549 (please include last four digits)

Contact name: MERCEDES MILES

Email: mmiles@bciburke.com

Phone: 920.933.6698 FAX: 920.921.9566

Standard Method of Communication: EMAIL ☒ FAX ☐ MAIL ☐ OTHER ☐

Purchase Order Address ☒

BCI BURKE COMPANY LLC PO BOX 549

FOND DU LAC, WI Zip code: 54936-0549 (please include last four digits)

Contact name: MERCEDES MILES OR KAREN HARMER

Email: orders@bciburke.com

Phone: 920.933.6698 FAX: 920.921.9566

Standard Method of Communication: EMAIL ☒ FAX ☐ MAIL ☐ OTHER ☐

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BCI BURKE COMPANY LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

727 NORTHWEST WAY

6 City, state, and ZIP code

FOND DU LAC, WI 54937

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

3 9 - 1 9 0 0 5 6 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Joanne Gedeon

Date ▶

1-3-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 **only** if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

**EXHIBIT F – 2 (Byrd Anti-Lobbying Certification)
FEDERAL CONTRACT TERMS AND CONDITIONS**

31 U.S.C. 1352 et seq.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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 and Federal contract, grant, loan, or cooperative agreement.
2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Printed Name of
Representative:

Douglas Pietrowski

Signature/Date:

Douglas Pietrowski 5/4/2022

Company Name:

BCI Burke Company

Address:

727 Northwest Way

City/State/Zip:

Fond du Lac, WI 54937

DUNS No:

006115547

**EXHIBIT F – 1 (Debarment and Suspension)
FEDERAL CONTRACT TERMS AND CONDITIONS**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by the Contractor entering into this Contract.

1. The Contractor certifies, to the best of its knowledge and belief:
 - a. that neither the Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded for the award of Contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration;
 - b. that neither the Contractor nor its Principals have had within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. that neither the Contractor nor its Principals are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. that neither the Contractor nor its Principals have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Contractor shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time during the period of this Contract, the Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Additionally, where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Contractor rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate this Contract for default.

**Printed Name of
Representative:**

Douglas Pietrowski

Signature/Date:

Douglas Pietrowski 5/14/2022

Company Name:

BCI BURKE COMPANY LLC

Address:

727 NORTHWEST WAY

City/State/Zip:

Fond du Lac, WI 54937

DUNS No:

00611547

EXHIBIT G
ATTACHMENT 1

OWNERSHIP DISCLOSURE FORM
(N.J.S.A. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, c.440, the Supplier shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: BCE BURKE COMPANY LLC

Address: 727 NORTHWEST WAY FOND DU LAZ, WI 54937

1. The Company is a **Sole Proprietor**; and therefore, no disclosure is necessary. Yes ☐ No ☒
A sole proprietor is a person who owns an unincorporated business by him/herself.
A limited liability company with a single member is not a Sole Proprietor.
2. The Company is a **Corporation, Partnership, or Limited Liability Company**. ☒ ☐

If you answered YES to Question 2, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. (Attach additional sheets as necessary.)

If there are no stockholders, partners or members owning 10% or more interest, indicate "none".

Name	Address	Interest
BCE BURKE HOLDING CORP	727 NORTHWEST WAY FOND DU LAZ, WI 54937	100%

3. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? Yes ☒ No ☐

EXHIBIT G
ATTACHMENT 1

If there are no stockholders, partners or members owning 10% or more interest, indicate "none".

Name	Address	Interest
BCLB HOLDING, INC	727 NORTHWEST WAY FOND DU LAC, WI	100%
BCL ACQUISITIONS, INC	727 NORTHWEST WAY FOND DU LAC, WI	100%
- BESTMAN GROWTH CAPITAL IV, L.P.		37%
- BESTMAN GROWTH CAPITAL IV-A, L.P.		21%
- PKA PRIVATE FUNDS IV KLS		12%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

EXHIBIT G
ATTACHMENT 2

NON-COLLUSION AFFIDAVIT
N.J.S.A. 52:34-15

State of New Jersey
County of _____

ss:

I, Douglas Pietrowski residing in
City of Fond du Lac (name of municipality) of (name of affiant)
in the County of Fond du Lac and State of
Wisconsin of full age, being duly sworn according to law on my oath depose
and say that:

I am CFO of the firm of
BCE Burke Company, LLC (title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled N.J.S.A. 52.25-24.2, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive
bidding in connection with the above-named project; and that all statements contained in said
proposal and in this affidavit are true and correct, and made with full knowledge that the
NTSA relies upon the truth of the statements

contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established
commercial or selling agencies maintained by

BCE Burke Company, LLC
(name of firm)

Subscribed and sworn to

before me this day

Douglas Pietrowski
Signature

DOUGLAS Pietrowski
(Type or print name of affiant under signature)

May 4th, 2022

Notary public of Wisconsin Fond du Lac County
My Commission expires 12-28-2026

(Seal)



**EXHIBIT G
ATTACHMENT 3**

**AFFIRMATIVE ACTION AFFIDAVIT
P.L. 1975, c.127**

Company Name: BCT BURKE COMPANY LLC

Address: 727 NORTHWEST WAY FOND DU LAC, WI

Proposal Certification: Indicate below your company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Documentation:

The Supplier shall submit with its proposal, ONE of the following three documents:

- (1) Letter of Federal Affirmative Action Plan Approval
- (2) Certificate of Employee Information Report
- (3) Employee Information Report Form AA302

Public Work – Project Cost over \$50,000:

- (1) If company has no approved Federal or New Jersey Affirmative Action Plan. Company will complete New Jersey Form AA-201 upon award; or
- (2) Company has a Federal or New Jersey Affirmative Action Plan – certificate is enclosed.

I further certify the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Douglas Petrowski
Authorized Signature

Douglas Petrowski
Printed Name

CFO
Title

5/4/2022
Date

**EXHIBIT G
ATTACHMENT 3**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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 by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable 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 age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT G
ATTACHMENT 3

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signature of Procurement Agent

**EXHIBIT G
ATTACHMENT 4**

C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of

EXHIBIT G
ATTACHMENT 4

paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

- f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

**EXHIBIT G
ATTACHMENT 4**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the **disclosure**.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

**EXHIBIT G
ATTACHMENT 4**

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed **form**, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

**EXHIBIT G
ATTACHMENT 4**

**List of Agencies with Elected Officials Required for Political
Contribution Disclosure**

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR
DOWNLOAD FROM the Pay to Play section OF THE DLGS
WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

EXHIBIT G
ATTACHMENT 5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: BCI Burke Company LLC

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole

Proprietorship

☐ Limited Partnership

☒ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below. Use more space as necessary.

Stockholders:

Name: BCI Burke Holding Corp (100%)

Name: _____

Home Address: 727 Northwest Way
Fond du Lac, WI 54937

Home Address: _____

Name: _____

Name: _____

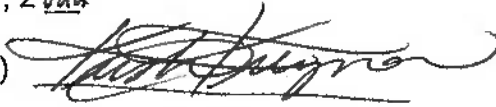
Home Address: _____

Home Address: _____

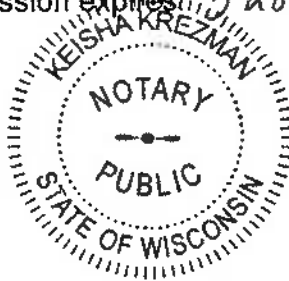
**EXHIBIT G
ATTACHMENT 5**

Subscribed and sworn before me this 4th day of
May, 2022

(Notary Public)



My Commission expires 3-28-2026




(Affiant)

Douglas Pietrowski CFO
(Print name & title of affiant)

(Corporate Seal)

**EXHIBIT G
ATTACHMENT 6**

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, Suppliers must certify that neither the Supplier, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

Suppliers wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/human-services/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Suppliers should submit the above completed form as part of their proposal.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP# 200003501 Playground Equipment, Outdoor Fitness Equipment, Site Accessories and Related Products and Services

VENDOR NAME: BCI Burke Company, LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

05/04/2022

Date

Doug Pietrowski

Print Name and Title

CFU

**EXHIBIT G
ATTACHMENT 7**

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as a part of their proposal. Failure to do so will disqualify the Supplier from offering products or services in New Jersey through any resulting contract.

State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate

08/30/18

Taxpayer Identification# 391-900-568/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
BCI BURKE COMPANY, LLC

ADDRESS:
660 VAN DYNE RD
FOND DU LAC WI 54937-1447
EFFECTIVE DATE:

10/22/01

TRADE NAME:

SEQUENCE NUMBER:
0850164

ISSUANCE DATE:
08/30/18



Director
New Jersey Division of Revenue

FORM-BRC
(04-08), D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.