

VENDOR CONTRACT

Between DunRite Playgrounds and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Playground and Exercise Equipment

CONTRACT NUMBER 7111915

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

() We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

[illegible]

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: DunRite Playgrounds

Mailing Address: 11011 Clodine Road

City: Richmond

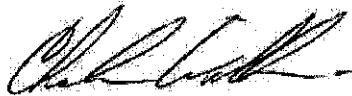
State: Texas

Zip: 77407

Telephone Number: (281) 242-5921

Fax Number: (281) 242-6859

Email Address: sales@dunriteplaygrounds.com

Authorized Signature: 

Printed Name: Charles Williams

Position: President

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McNatt

11-19-2015

TIPS Authorized Signature

Date

David Wayne Fitts

11-19-2015

Approved by Region VIII ESC

Date

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Kim Thompson Coordinator of Office Operations	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	Kim.Thompson@tips-usa.com			Contact
Phone	(903) 575-2608			
Fax	(866) 929-4402	Contact	Kim Thompson, Coordinator of Office Operations	Department Building
Bid Number	7111915			Floor/Room
Title	Playground and Exercise Equipment	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	09/01/2015			Email
Close Date	10/9/2015 3:00:00 PM CT	Floor/Room		
Need by Date		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company DunRite Playgrounds
Address 11011 Clodine Road

Richmond, TX 77407

Contact
Department
Building
Floor/Room
Telephone 1 (281) 2425921
Fax 1 (281) 2426859
Email
Submitted 10/6/2015 9:55:40 PM CT
Total \$0.00

Signature Charles Williams

Email sales@dunriteplaygrounds.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Playground Equipment, Recreation, Athletics, Sports, Physical Education, Shade, Site Furnishings
6	Primary Contact Name	Primary Contact Name	Robert Haack
7	Primary Contact Title	Primary Contact Title	Director of Sales and Marketing
8	Primary Contact Email	Primary Contact Email	sales@dunriteplaygrounds.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2812425921
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2812426859
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Charles Williams
13	Secondary Contact Title	Secondary Contact Title	President
14	Secondary Contact Email	Secondary Contact Email	sales@dunriteplaygrounds.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2812425921
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2812426859
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kim Williams
19	Admin Fee Contact Email	Admin Fee Contact Email	accounting@dunriteplaygrounds.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2812425921
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Robert Haack
22	Purchase Order Contact Email	Purchase Order Contact Email	sales@dunriteplaygrounds.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2812425921
24	Company Website	Company Website (Format - www.company.com)	http://www.dunriteplaygrounds.com

25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	76-0648655
26	Primary Address	Primary Address	11011 Clodine Road
27	Primary Address City	Primary Address City	Richmond
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	77407
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	playground,sports,sport,playground,swing,slide,wood,ewf,climber,shade,athletic,bench,bleachers
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Richmond
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes

42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	30
44	Years Experience	Company years experience in this category?	25
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	term of contract

Line Items	
Response Total:	\$0.00

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES CW Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES CW Initial of Authorized Company Official

Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES CW Initial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES CW Initial of Authorized Company Official

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES CW Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

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small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES CW Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES CW Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES CW Initial of Authorized Company Official

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES CW Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES CW Initial of Authorized Company Official

Federal Rule (11) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES CW Initial of Authorized Company Official

Federal Rule (12) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES CW Initial of Authorized Company Official

Company Name _____

Print name of authorized representative _____

Signature of authorized representative 

Date _____

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 12 rules.

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: DunRite Playgrounds

Vendor Address: 11011 Clodine Road, Richmond, Texas 77407

Vendor E-mail Address: sales@dunriteplaygrounds.com

Vendor Telephone: 281-242-5921

Authorized Company Official's Name: Charles Williams, President

Signature of Company Official: 

Date: 10/06/2015



Universal Terms & Conditions

Applicability

These terms and conditions of sale are the only terms which govern the sale of the goods by Superior International Industries, Inc. (d/b/a Superior Recreational Products or GroundsForPlay, "SII"). The accompanying quotation, confirmation of sale or invoice issued by SII and these terms and conditions comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These terms and conditions prevail over any of a customer's general terms and conditions of purchase regardless whether or when a customer has submitted its purchase order or such terms. Fulfillment of a customer's order does not constitute acceptance of any of a customer's terms and conditions and does not serve to modify or amend these terms and conditions.

Freight and Handling

All product is shipped EXW Shipping Point (Carrollton, GA; Mansfield, TX; or McAlester, OK). Title and risk of loss to all goods sold by SII transfer at the manufacturing plant. Freight weights shown are approximate and may vary. Freight and handling charges are additional and are not included in the selling price of the equipment. Transit time is dependent upon your location.

Damage/Loss Claims

The responsibility for damage in transit is the carriers' whether it is visible damage or concealed damage. Shipments must be inspected immediately and visible damage must be indicated on the delivery copy of the freight bill. The customer is responsible for recovery of loss. Loss or damage claims must be filed within 15 days of receipt of shipment.

Storage Fees

Storage fees of \$250.00 per week may begin to accrue on any order that is not accepted on or after the estimated ship date provided by SII. To prevent these fees, make all possible attempts to arrange a later ship date prior to the production of your order.

Material Storage

It is the sole responsibility of the customer to provide for protection of the material after arrival at destination.

Installation and Assembly

Installation charges are additional and are not included in the selling price of the equipment. Detailed setup and assembly instructions are included in each shipment along with the hardware. Some fitting

and cutting of parts may be required because of field conditions and will not be reason for rejection or back charges. Touch-up and finish painting and staining shall be the responsibility of the installer.

SII assumes no responsibility for the condition of the factory-applied finishes damaged or altered by installation or storage procedures. No corrections or alterations are to be made to our products without permission. Back charges must be pre-approved before any product corrections are performed.

Installation of equipment can be provided by SII qualified installation technicians. The time necessary for installation will depend on the equipment you purchased.

Custom Designs: We welcome the opportunity to develop specific products and specifications to meet your custom design requirements. Do not hesitate to call. Occasionally, new designs require extensive investigation and will require a pre-paid design and engineering fee. However, upon receipt and shipment of the order, the fee will be offset in the prices of the approved new product.

Quotations

All quotations are firm for 30 days, after which, SII reserves the right to adjust pricing and freight and handling costs to reflect market fluctuations.

Catalog Prices

Prices do not include delivery and installation charges and are subject to change without notice.

Payment Terms

Customers shall pay all invoiced amounts due to SII within the number of days stated in the applicable invoice. SII may charge interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

Taxes

All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by a customer. A customer shall be responsible for all such charges, costs and taxes, which will be added to the invoice, except when SII determines that an appropriate tax exempt certificate has been provided with the order.

Cancellations and Returns

Any cancellation or return must have proper authorization in advance. All cancellations are subject to a 15% handling charge and all returns are subject to a 25% restocking charge plus freight and handling. Custom products and Pre-cut Metal Roofs are non-returnable.

Specifications

Complete specifications are available on most products. Modifications to meet bid specifications are available. Consult your factory representative for complete details. Due to continuous product

improvement we reserve the right to change specifications without notice; however, we will not substitute products without notice.

The Americans with Disabilities Act 1990

Most SII products may be modified to be handicap accessible and when specified to be handicap accessible will conform to applicable ADA Standards.

GSA Contract

Most SII products are available for Federal Accounts.

Minimum Orders

Orders less than \$100.00 will be subject to a \$10.00 surcharge.

Force Majeure

SII shall not be liable or responsible for any failure or delay when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of SII including, without limitation, acts of God, natural disasters, labor disputes, delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or power outage.

Limited Prorated Manufacturer's Warranty

EXCEPT FOR THE LIMITED MANUFACTURER'S WARRANTY SET FORTH BELOW, SII MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NEITHER CUSTOMER NOR ANY OF ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS NOR ANY OTHER PERSON OR ENTITY IS AUTHORIZED TO CREATE FOR SII (AND IS EXPRESSLY PROHIBITED HEREBY FROM CREATING OR OFFERING) ANY OTHER WARRANTY, GUARANTEE, REPRESENTATION OR OBLIGATION OR LIABILITY OF ANY KIND TO ANY PERSON OR ENTITY RELATING TO THE PRODUCTS SOLD BY SII.

PRODUCTS MANUFACTURED BY A THIRD PARTY MAY CONSTITUTE, CONTAIN, BE CONTAINED IN, INCORPORATED INTO, ATTACHED TO OR PACKAGED TOGETHER WITH, THE GOODS SOLD BY SII. SUCH THIRD PARTY PRODUCTS ARE NOT COVERED BY THE LIMITED MANUFACTURER'S WARRANTY BELOW. FOR THE AVOIDANCE OF DOUBT, SII MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY SUCH THIRD PARTY PRODUCT, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

SII warrants its products to be free from defects in materials and workmanship under normal use and service from date of invoice for the periods specified below on an annual prorated basis as follows (unless otherwise specified below): SII will repair or replace, at its discretion, defective product with the repair or replacement cost proportionately allocated between SII and the customer based on the number of years lapsed in the limited warranty period. For example, a product with a limited 10 year

warranty which fails in the 5th year of ownership will be repaired or replaced with a 50% credit applied towards a customer's repair or replacement cost, and a product with a limited 10 year warranty which fails in the 10th year of ownership will be repaired or replaced with a 10% credit applied towards a customer's repair or replacement cost. Freight and handling costs shall be paid by the customer. Labor costs of replacement shall be paid by the customer. Warranty claims must be reported within the applicable warranty period and be accompanied by a sales order or invoice number. THE FOREGOING REMEDIES SHALL BE A CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SII'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

- Lifetime limited warranty on all galvanized steel posts, fiberglass reinforced polymer (FRP) posts, stainless steel hardware, and aluminum fittings and post caps. For the purpose of this warranty, lifetime encompasses no specific term of years but rather that SII warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product will be free from defects in materials and workmanship under normal use and service. There is no proration on the lifetime limited warranty.
- 50 year limited warranty on posts made from recycled plastic materials.
- 30 year limited warranty on fiberglass shingles per the manufacturer's specifications.
- 20 year limited warranty on structural steel frames supporting HPDE shade fabric against failure due to rust-through corrosion under normal environmental conditions. Structures are warranted for winds up to 150mph only if shade canopies have been removed as per requirement set forth above in the shade fabric warranty. Removal and reinstallation must be performed by a qualified person or authorized dealer following the instructions provided by SII. This steel warranty shall be void if damage to the steel frame is caused by the installer, or from physical damage, damage by salt spray, or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.
- 15 year limited warranty on rotationally molded plastic components when included as part of a complete playground purchase.
- 15 year limited warranty on high density polyethylene (HDPE) plastic sheet, punched steel decks, Trex decking, and pipes, rungs, loops and rails.
- 15 year limited warranty on anchoring products (GroundPlug) to maintain structural integrity.
- 10 year limited warranty on HDPE shade fabric. SII shade fabrics carry a ten-year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. Should the fabric need to be replaced under the warranty, SII will manufacture and ship a new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years. The colors Red and Yellow are warranted against significant fading for only two years. If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void. Fabric curtains, valences or flat vertical panels are not covered under the warranty. Fabric is not warranted where it is installed on a structure that is not engineered and built by SII or its agents. This warranty shall be void if damage to or failure to the shade structure is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism or any act of God, including but not limited to wind in excess of the wind limitations set forth below. All HDPE shade fabric tops are warranted for

sustained winds up to 76mph (hurricane force 1) and for gusts of up to 3 seconds duration up to 90mph. Removal of the shade fabric is required if damaging winds or other extreme conditions are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. The structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces or ridge beams. SII reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. The company does not warranty that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason it may determine, without recourse by the owner of the discontinued fabric color.

- 10 year limited warranty on powder coat finish on shelter products under normal environmental conditions. This limited warranty is for factory applied finish only. This warranty does not cover cosmetic issues such as fading, discoloration, or weathering. Damage occurring from shipping, erection, vandalism, accidents, or field modification will require field touch-up immediately and periodically thereafter which is not covered in this limited warranty. The owner must report any defects in the powder coat at the time the installation is completed. The 10 year limited warranty excludes structures erected at sites where salt air, corrosive atmosphere or sprinkler systems come in contact with the shelter. This finish warranty shall be void if damage to the powder coat is caused by contact with chemicals, chlorine, thinners, degreasers, hydrocarbon containing solvents, pollution, misuse, vandalism or any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. Not covered by this limited warranty are acute angles, welds, and endplates that are prone to minor defects on occasions and will require touch-up by the owner.
- 10 year limited warranty on Sunset and Horizon umbrella models against rust.
- 10 year limited warranty on extruded plastic components.
- 10 year limited warranty on 100% expanded PTFE fiber (thread) used in shade products. This warrants that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather and water.
- 10 year limited warranty on shelter products to maintain structural integrity.
- Painted or unpainted R-Panel, Max- Rib, and standing seam metal roof panels under normal environmental conditions will meet the following standards:
 - For a period of 25 years from the date of shipment (20 years for Brite Red), the coating system will not crack, check, peel (lose adhesion), chalk or change color (fade).
 - For a period of 30 years from the date of shipment, painted or unpainted metal roof panels, if erected within the United States, will not rupture, fail structurally, or perforate due to exposure to normal environmental conditions.
- 8 year limited warranty on artificial turf materials against defects, including ultraviolet degradation and excessive fading.
- 5 year limited warranty on Thermo-Plastic, PVC coated site amenities to be free of corrosion on seats and tops that results in bare metal exposure, excluding any corrosion that may be the result of vandalism or intentional stripping of any of the coating. SII does not warrant fading or surface contamination, due to the extreme variations of exposure and definitions of fading.

- 5 year limited warranty on structural supports for tables and benches to be free of rust outs that would compromise structural integrity. Surface rust or cosmetic paint deterioration is excluded.
- 5 year limited warranty on park grilles against rust out or breakage, excluding any damage that may be the result of vandalism or intentional destruction.
- 5 year limited warranty on Skyspan tensile membrane umbrella canopies and underlying frames.
- 5 year limited warranty on net climbers.
- 5 year limited warranty on poured in place surfacing provided that the sub-surfacing and surfacing is installed by SII. Warranty includes unreasonable rubber deterioration and surface brittleness resulting in cracking. Warranty does not cover damage during the curing process, shrinking, slight color variations including ambering, color fading, damage due to stains, burns, cuts, gouges, and indentations caused by unusual use, problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting or lifting of the substrate over which the surfacing product has been installed. Warranty excludes transfer stations, swings and slide exits. A urethane top coat must be applied every 24 months with supporting documentation to validate warranty.
- 5 year limited warranty on cedar shingles.
- 5 year limited warranty on Lexan/ polycarbonate panels.
- 3 year limited warranty on Kids Center playgrounds.
- 1 year limited warranty on steel, recycled plastic and wood site furnishings. Wood products are subject to weathering, cracking, checking, splintering and insects.
- 1 year limited warranty on all Child Works components.
- 1 year limited warranty on rotationally molded plastic components.
- 1 year limited warranty on all kayaks.
- 1 year limited warranty on all moving parts and windows.
- 1 year limited warranty on waterslides.
- 1 year limited warranty on labor for the removal, installation and/or freight for warranty claims on HDPE shade products; following that, labor for the removal, installation and/or freight will be at the customers' expense and the warranty will only be applicable to the repair or replacement of the defective materials.
- 1 year limited warranty on nature products and materials against manufacturing defects only. Nature materials and products are subject to weathering, cracking, checking, splintering and insects.
- 1 year limited warranty on installation of artificial turf materials if installed by SII. Installation includes seams, tape and edging.
- 1 year limited warranty on portable umbrella models.
- 1 year warranty on all other parts manufactured by SII not mentioned in this warranty statement.

This warranty will be void if the associated invoice is not paid for in full.

Any failure will not be cause for extending the duration of this warranty.

This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, fading, discoloration, rust or weathering and normal wear and tear.

This warranty is valid only if the product is installed in conformity with instructions provided by SII using the approved parts.

This warranty does not cover natural disasters, such as earthquakes, shifts of terrain or tornados. If a shade structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.

SII is in no way responsible for damages caused by others, including: installer, fire, acts of God (lightning, storms, hail, etc.), corrosion, salt spray, pollution, of infestation by rodents or other vermin.

SII shall not be responsible for insurance standards or code compliance changes that may be required in the future.

No signs, objects, ornaments, fans, lights, fixtures or decorations may be hung from the top part of shade or umbrella structures, unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.

SII shall not be responsible delays due to missing, stolen, or non-conforming parts. Any rework of non-conforming parts must be authorized by SII prior to the time that the rework is done.

Some fitting and field cutting of parts may be required, and will not be subject to back charges or cause for rejection.

In the unlikely event of failure, SII reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s).

LIMITATION OF LIABILITY

IN NO EVENT SHALL SII BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL SII'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SALE OF PRODUCT HEREUNDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SII FOR THE PRODUCTS SOLD HEREUNDER.

INDEMNIFICATION

Customer shall indemnify, hold harmless, and defend SII and its affiliates against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing this right to indemnification and the cost of pursuing any insurance providers, incurred SII or any of its affiliates, arising out or resulting from of any third party claim alleging any bodily injury, death of any person or damage to real or tangible personal property caused by (i) the negligent acts or omissions of customer or its agents, employees or subcontractors, or (ii) any failure by customer or its agents, employees or subcontractors to assemble, install, maintain and/or use any product in accordance with the manufacturer's setup and assembly instructions, product manuals or other specifications.

WARNING

ALL PLAYGROUND PARTS AND EQUIPMENT SOLD BY SII ARE FOR USE ONLY BY CHILDREN, AND NOT BY ADULTS. ALL PARTS WITH PART NUMBERS ENDING IN "R" ARE FOR BACKYARD, RESIDENTIAL USE ONLY BY CHILDREN BETWEEN THE AGES OF 18 MONTHS TO 10 YEARS, AND UNDER 105 POUNDS OF WEIGHT. ALL PARTS WITH PART NUMBERS NOT ENDING IN "R" ARE FOR USE BY CHILDREN ONLY BETWEEN THE AGES OF 2 YEARS TO 12 YEARS, AND UNDER 125 POUNDS OF WEIGHT.

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
City of Rosenberg, Texas	Rosenberg	Texas	Paul Rogers	832.477.7859
Borger ISD	Borger	Texas	Pete Loftis	806.433.3636
Lockhart ISD	Lockhart	Texas	Tanya Homann	512-398-0052