

VENDOR CONTRACT

Between Landscape Structures Inc. 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:

Exceptions:

1. Freight: Freight Terms are F.O.B. Destination, Prepaid and Added to provide the best freight pricing to the customer.

2. Shipments: Equipment is manufactured to order. Standard lead time is 14 days from receipt of complete order. Lead time for custom products will be provided at time project is quoted. Expedited service may be available for an additional fee.

3. Landscape Structures Inc. guarantees the contract discount for the term of the contract. Discount is calculated on current pricing at time of quote.

4. Participation Fee: Fee will be calculated on Purchase Order amount minus TIPS participation fee, freight, taxes and any required bond or permit fees.



5. Start Time (Attributes #43): Landscape Structures will begin manufacturing process immediately upon receipt of complete order which includes but is not limited to shipping and billing information, color selections and approved specifications or later as directed to meet customer's schedule. Manufacturing time for standard product is 14 days but may vary depending on customer demand. See #2 above.

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: Landscape Structures Inc.
Mailing Address: 601 7th Street S.
City: Delano
State: MN
Zip: 55328
Telephone Number: (763) 972-3391
Fax Number: (763) 972-3185
Email Address: elaineharkess@playlsi.com
Authorized Signature: 
Printed Name: Elaine Harkess
Position: Contract Administrator

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.

 11-19-2015
TIPS Authorized Signature Date
 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	Contact	Kim Thompson, Coordinator of Office Operations	Department Building
Fax	(866) 929-4402			Floor/Room Telephone
Bid Number	7111915	Department Building		Fax
Title	Playground and Exercise Equipment			Email
Bid Type	RFP			
Issue Date	09/01/2015	Floor/Room		
Close Date	10/9/2015 3:00:00 PM CT	Telephone	+1 (866) 839-8477	
Need by Date		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Landscape Strcutres Inc.
Address 601 7th Street S.

Delano, MN 55328

Contact
Department
Building
Floor/Room
Telephone 1 (763) 9723391
Fax 1 (763) 9723185
Email
Submitted 10/8/2015 3:00:15 PM CT
Total \$0.00

Signature Elaine Harkess

Email elaineharkess@playlsi.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.)	Since 1971, Landscape Structures Inc. has been the leading manufacturer of commercial playground equipment in the world. The employee-owned company is committed to creating a better world by encouraging outdoor activities that develop healthy kids, families and communities. Landscape Structures designs better playgrounds that welcome all ages and abilities, become signature gathering spaces for communities and offer the most innovative play experiences. The company's mission from day one has been to enhance children's lives by fostering and creating inspiring play experiences while honoring the environment. Learn more at playlsi.com .
6	Primary Contact Name	Primary Contact Name	Elaine Harkess
7	Primary Contact Title	Primary Contact Title	Contract Administrator
8	Primary Contact Email	Primary Contact Email	elaineharkess@playlsi.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7639723391
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	7639723185
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Jane Jenewein
13	Secondary Contact Title	Secondary Contact Title	Strategic Alliance Manager
14	Secondary Contact Email	Secondary Contact Email	janejenewein@playlsi.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7639723391
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	7639723185
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.	Elaine Harkess
19	Admin Fee Contact Email	Admin Fee Contact Email	elaineharkess@playlsi.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7639723391
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Elaine Harkess
22	Purchase Order Contact Email	Purchase Order Contact Email	elaineharkess@playlsi.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7639723391
24	Company Website	Company Website (Format - www.company.com)	www.playlsi.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	41-0971842
26	Primary Address	Primary Address	601 7th Street S.
27	Primary Address City	Primary Address City	Delano
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	MN
29	Primary Address Zip	Primary Address Zip	55328
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 Equipment, Playgrounds, Commercial Playground Equipment, Skate Ramps, Modular Skate Ramp System, Skate Park Design, Skateboard parks, Playground Surfaces, Playground Surfacing, Safety Surfacing, Rubber Surfacing, Special Needs Playground, School Playground, Water Park Surfaces, Water Park Surfacing, Splash Pad Surfacing, Outdoor Water Play, Playground Shade, Shade Canopies, PlayLSI, Landscape Structures, PebbleFlex, AquaFlex, HealthBeat, Evos, Weevos, Outdoor Fitness Equipment, Custom Playground Equipment, Theme playground Equipment, Theme Concrete, Inclusive Playground, Outdoor Exercise Equipment, Natural Playgrounds, Playground Flooring, Custom Playground
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?	No

33	Company Residence (City)	Vendor's principal place of business is in the city of?	Delano
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Minnesota
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?	3
44	Years Experience	Company years experience in this category?	44
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.	Yes
46	Prices are guaranteed for?	(__Month(s), __Year(s), or Term of Contract) (Standard term is "Term of Contract")	12 Months

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  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  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."

2 CFR PART 200 Contract Provisions

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  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  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  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

2 CFR PART 200 Contract Provisions

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  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  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  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 [Signature] 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 [Signature] 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 [Signature] 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 [Signature] Initial of Authorized Company Official

Company Name Landscape Structures Inc.

Print name of authorized representative Elaine Harkess

Signature of authorized representative [Signature]

Date 10/6/2015

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: Landscape Structures Inc.

Vendor Address: 601 7th Street S.; Delano, MN 55328

Vendor E-mail Address: elaineharkess@playlsi.com

Vendor Telephone: 763-972-3391

Authorized Company Official's Name: Elaine Harkess

Signature of Company Official: 

Date: 10/6/2015



STANDARD TERMS AND CONDITIONS FOR INSTALLATION

Please include these conditions for all purchase orders that include installation.

The Owner is responsible for:

1. Equipment unloading and security of equipment while on site.
2. Water, power and trash container on site. Free and clear vehicle access to site.
3. Site preparation, leveled to grade (free of all sand and debris) and ready for installation of the equipment. For surface mount installations on concrete slabs, a 1% slope is maximum. (1/8" per foot)
4. All utilities located and marked. Movement of any utilities conflicting with the installation of the equipment is the responsibility of the owner.
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged at a cost plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, labor due to abnormal soil conditions, are not included in price.
7. Notify Landscape Structures Inc. of any changes immediately. If changes are made that we are not aware of and the changes alter the installation, all additional costs will be passed on to the owner.

Once the equipment is ordered, an estimated shipping date will be provided.

Installation quote is for basic installation and does not include core drilling, saw cutting, spoil removal, or hard rock drilling (more than ten minutes per 12" x 24" hole).

PERMITS

Any Federal, State and local permits required for this work are the responsibility of the contractor/owner.

INSTALLATION

Landscape Structures is obligated to provide the equipment and the installation of the equipment by a certified Landscape Structures installer on a prepared site. Surfacing is to be provided by others following installation of playground equipment and is required per ASTM F1487-11, 11.2.2. Installation quote is based on ground and weather conditions that permit installation per manufacturer's guidelines.

Order will not be considered complete without color specifications, correct addresses for billing, shipping, and maintenance information.

References - Landscape Structures Inc.
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**** 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 Los Angeles/ Department of Recreation and Parks	Los Angeles	CA	Jim Newsom	Office: 818-756-9406 or 213-202-2678
The Maryland National Capital Park & Planning Commission	Riverdale	MD	Brenda J. Iraola	301-699-2480
West Fargo Park District	West Fargo	ND	Barb Erbstoesser	701-433-5360



Warranty, Life Cycle and Post-Installation Support

Warranty

Landscape Structures was the first in our industry to provide a 100 year warranty. We became challenged with the various definitions of “lifetime warranty” as we frequently found it meant five years or less. We decided that since we were already standing behind our products, we would make sure our warranty truly reflects our approach. To this day, if the product does not perform as expected we will work with the customer to reach a fair resolution, regardless of our stated warranty.

- Complete manufacturer’s warranty certificate is attached.
- Landscape Structures Inc. warrants that all playstructures and/or equipment sold will conform in kind and quality to the specifications set forth in the specifications manual for the products identified in the Acknowledgement of Order and will be free of defects in manufacturing and material.
- Most standard replacement hardware and other common parts can be shipped within 24 to 48 hours of Landscape Structures receiving and processing a warranty request. Other standard warranty parts can be shipped within two to seven days depending on the item.

Expected Life Cycle

- With few exceptions the useful life of our products exceeds their respective warranty period. Usually our customers decide to refresh their play areas with current offerings well before the product actually wears out. We developed a retrofit program just for this purpose. Of course, proper installation and maintenance are critical to extending the life of our products. Even though we have product in the field that is over 30 years old, we believe the average time before it is refreshed or replaced is 10 to 15 years.

Replacement Parts

Landscape Structures will provide replacements that are identical to the original equipment except for situations where the original product has been redesigned for safety or conformance reasons. In these situations Landscape Structures will provide replacements that are similar in form, fit and function.

- Most replacement standard hardware and other common parts can be shipped within 24 to 48 hours of processing a damaged or replacement part request. Other standard replacement parts can be shipped within two to seven days depending on the item. Custom or retrofit products orders may take six to eight weeks manufacturing. Exceptions are made with our quick ship program.
- Landscape Structures maintains records for all customer orders for a period of over 25 years. Our archived records include all documentation of orders including customer purchase orders, playground layout drawings, order acknowledgements, invoices, shipment documents and more.
- Landscape Structures can also provide installation instructions, maintenance documents, inspection checklists and maintenance materials including touch up paint, sand paper and emery cloth for most playstructure orders sold within the past 20 years.
- Service calls will be answered by phone within 24 hours during normal business hours. Site visits will be arranged as needed.



100-Year Limited Warranty On all PlayBooster®, PlayShaper® and PlaySense® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster, Evos® and Weevos® steel posts and arches against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all plastic components (including TuffTimbers™ edging), all steel components (except 100-year steel posts), Mobius® climbers, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects. TuffTurf® tiles against material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects. On CoolToppers® fabric against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the specifications found in the technical information.

5-Year Limited Warranty On PebbleFlex® surfacing system against failure due to delamination, manufacturing defects, installation services provided by Landscape Structures Inc. and impact attenuation.

3-Year Limited Warranty On all other parts, i.e.: Pulse™ products, CableCore® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, PVC belting material, HealthBeat® resistance mechanism, Seesaws, Wiggle Ring Bridge, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

This warranty does not include any cosmetic issues or wear and tear from normal use. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



2015 Play Equipment Warranty

You have our word.

Landscape Structures Inc. warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Seller further warrants:

All the warranties commence on date of Seller's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Seller shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Seller shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Seller shall not be liable for any direct, indirect, special, incidental or consequential damages.

Seller neither assumes nor authorizes any employee, representative or any other person to assume for Seller any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranty stated above is valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Seller or Seller's designees in any respect which, in the judgement of Seller, affects the condition or operation of the structures. To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed: _____

Chairman

Date: 01/01/2015



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2-D and 3-D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (*inside the U.S.A.*)
763.972.5200 (*outside the U.S.A.*)
playlsi.com





2015 PlaySense® Warranty

Landscape Structures Inc. warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications set forth in the specifications manual for the products identified in the Acknowledgement of Order and will be free of defects in manufacturing and material. As a further indication of our quality, Landscape Structures Inc. provides:

- **100-Year Limited Warranty** on all stainless steel fasteners, aluminum posts and beams, against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.
- **15-Year Limited Warranty** on all plastic and steel components, against structural failure due to material or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.
- **3-Year Limited Warranty** on all other parts such as: Clatterbridges, D-Rings, Wiggle Ladders, Chain Ladders, Air Dancer, Disc Challenge, all rocking or moving equipment, etc. against failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.

All the warranties commence on date of Seller's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Seller shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Seller shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Seller shall not be liable for any direct, indirect, special, incidental or consequential damages.

Seller neither assumes nor authorizes any employee, representative or any other person to assume for Seller any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranty stated above is valid only if the structures and/or equipment are erected in conformance with PlaySense installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc; have been subjected to normal use for the purpose for which the goods were designed; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Seller or Seller's designees in any respect which, in the judgement of Seller, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc., 601 7th Street South, Delano, Minnesota 55328-8605.

Signed:  Chairman

Date: 01/01/2015

Skatewave®

BY LANDSCAPE STRUCTURES INC.

Skatewave, by Landscape Structures Inc., ("Manufacturer") warrants that all components of the Skatewave modular skatepark systems will conform in kind and quality to the specifications set forth in the specifications sheet for the products identified in the Acknowledgement of Order and will be free of defects in workmanship and material. As a further indication of our quality, Manufacturer:

- 15-Year Limited Warranty against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include cosmetic issues or defects, wear and tear resulting from normal use of the product, misuse or abuse of the product.
- 15-Year Limited Warranty on TekTrak™ Coated Steel Surface against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include cosmetic issues or defects, wear and tear resulting from normal use of the product, misuse or abuse of the product.

All the warranties commence on date of Manufacturer's invoice (Original Commencement Date). All warranties provided herein are nontransferable and are limited to the original purchaser. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Repaired or replacement parts will be warranted for the balance of the original warranty period which started on the Original Commencement Date. Manufacturer's efforts to provide repaired or replacement parts will not act to either extend the warranties provided herein or alter the Original Commencement Date.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

THE REMEDIES HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE PURCHASER. MANUFACTURER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. MANUFACTURER NEITHER ASSUMES NOR AUTHORIZES ANY EMPLOYEE, REPRESENTATIVE OR ANY OTHER PERSON TO ASSUME FOR MANUFACTURER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE STRUCTURES SOLD, AND THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS AGREEMENT.

The warranties stated above are valid only if the structures and or equipment are erected in conformance with Skatewave's installation instructions and maintained according to the maintenance procedures furnished by Skatewave; have been subjected to normal use for the purpose for which the goods were designed; have not been subject to misuse, abuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgment of Manufacturer, affects the condition or operation of the structures.

LS
**landscape
structures®**

Signed: , Chairman

Date: 1.1.2015

1.1.2014 #765-2079 Skatewave Warranty

Vendor Certificates

Landscape Structures is proud to lead the way and promote healthy lifestyles for children and families, a cleaner environment and strong communities. We're a founding member of the International Play Equipment Manufacturers Association (IPEMA), an organization that ensures quality and safety for all playground equipment. In addition, we are certified to both ISO 9001: 2008 and ISO 14001: 2004 standards, which help ensure that each of our products is safe for children and the environment, and that our equipment is consistently manufactured to the highest-quality standards. In fact, we were the first North American playground equipment manufacturer to be ISO 14001 certified.

- Landscape Structures is a member in good standing of IPEMA, the International Play Equipment Manufacturers Association. IPEMA is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment.
- All products covered under the scope of the ASTM Standard for playgrounds in our 2015 Park and Playground Equipment catalog have been tested and certified to be in compliance with the requirements of the ASTM F1487 Safety Standard, except where noted
- ISO 9001:2008 and ISO 14001:2004: ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide. This means that a customer can purchase from Landscape Structures, a premier commercial playground equipment and skatepark equipment manufacturer with confidence, because we have the processes in place to manufacture a quality product while being conscious of how we are impacting the environment.

Landscape Structures received its certification to the ISO 9001:1994 standard in 1996, the ISO 9001:2000 standard in 2003 and now to updated ISO 9001:2008 in 2009. We received our certification to the ISO 14001:1996 standard in 1998 and to the updated 14001:2004 standard in 2005.

ISO 9001:2008 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality

ISO 14001:2004 drives us toward operating in a manner that is environmentally conscious

Both standards provide guidelines for establishing a company's quality and environmental management programs.

- Landscape Structures is authorized to sell products in all 50 states. We currently hold contractor's licenses in the states of Alabama, Arizona, Arkansas, California, Hawaii, Louisiana, Maryland, Mississippi, New Jersey, New Mexico, Tennessee, and Washington (other states may not require them) allowing us to provide turn-key projects to our customers
- Landscape Structures has been approved as an Authorized Provider of continuing education and training by the International Association for Continuing Education and Training (IACET).
- Landscape Structures Playground Designers and Product Development team hold Certified Playground Safety Inspector (CPSI) certificates.



January 30, 2015

To Whom It May Concern:

Landscape Structures Inc. has been actively involved with the ASTM (American Society for Testing and Materials) in the development and on-going updates to the F1487 Safety Standard (Consumer Safety Performance Specification for Playground Equipment for Public Use) for the design, manufacture, installation and maintenance of public playground equipment. We are also a charter member of the International Play Equipment Manufacturers Association (IPEMA).

All products covered under the scope of the Standard in our 2014-2015 Playground Components Book and 2015 Playground Components Supplement have been tested and certified to be in compliance with the requirements of the ASTM F1487 Safety Standard, except where noted. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify compliance of all our play components, visit the IPEMA website at www.ipema.org.

It is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010. Our playstructures are also designed to be in compliance with the 2010 ADA Standard for Accessible Design.

The company has had continuous certification to the quality standard, ISO 9001, since 1996 and to the environmental standard, ISO 14001, since 1998. The pursuit of ISO certification helped Landscape Structures establish its quality management systems and establish the infrastructure for continued growth.

If you have any questions, please contact the undersigned.

Sincerely,

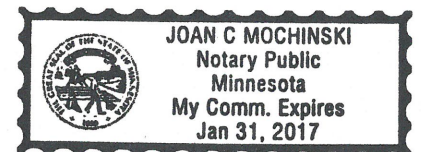
Tom Fitzpatrick, P.E.
Product Compliance Engineer

Subscribed and sworn before me on this 30th day of January, 2015.

Notary Public

1-31-17

Expiration Date



(Notary Stamp)



January 11, 2015

To Whom It May Concern:

Landscape Structures Inc. has been actively involved with the ASTM (American Society for Testing and Materials) in the establishment and on-going updates to the F1487 Safety Standard (Consumer Safety Performance Specification for Playground Equipment for Public Use) for the design, manufacture, installation and maintenance of public playground equipment. We are also a charter member of the International Play Equipment Manufacturers Association (IPEMA).

All products in our current PlaySense Catalog (©2013) have been tested and certified to be in compliance with the requirements of the ASTM F1487-11 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify compliance of all our play components, visit the IPEMA website at www.ipema.org.

It is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010. Most of our playstructures are also designed to be in compliance with the 2010 ADA Standard for Accessible Design.

If you have any questions, please contact the undersigned.

Sincerely,

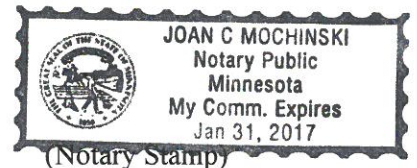
Tom Fitzpatrick
Product Compliance Engineer

Subscribed and sworn before me on this 11th day of January, 2015.

Notary Public

1-31-17

Expiration Date



(Notary Stamp)



January 11, 2015

Subject: Skatewave

To Whom It May Concern:

The Skatewave 3.0 product line manufactured by Landscape Structures meets all of the technical requirements of ASTM F2334-09, which is the standard guide for above ground public use skatepark facilities. This standard includes requirements around materials used, the manufacturing of the product, various safety and performance requirements, as well as other aspects.

Sincerely,

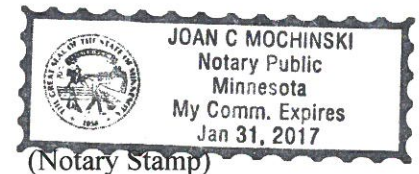
Tom Fitzpatrick, P.E.
Product Compliance Engineer

Subscribed and sworn before me on this 11th day of January, 2015.

Notary Public

1-31-17

Expiration Date



(Notary Stamp)



Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc., USA

This is to certify the Quality Management System of:

Landscape Structures Inc.

601 7th Street South

Delano, Minnesota 55328

USA

Has been assessed by Orion Registrar and found to be in compliance with the following Quality Standard:

ISO 9001:2008

The Quality Management System is applicable to:

Design and Manufacture of Playground Equipment including Product Development, Pre-sale Design, Order Engineering, Manufacturing (including: Fabrication, Welding, Powdercoat Painting, PVC Coating, CNC Routing, Rotational Molding, Concrete Operation, Assembly, Distribution, Manufacturing Support, Sales and Marketing, Materials Management, Accounting, Information Technology and Administrative Functions.

The Certification period is from

November 29, 2014 to November 28, 2017

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID 00355-00001. Certificate ID A0000177-11.

IAF / NAICS / SIC Code(s): 17 / 33992 / 3949



Paul M. Burck

Paul M. Burck, President

11/20/2014

Date



7502 W. 80th Avenue, Suite 225 ▼ Arvada, Colorado 80003 ▼ 303-456-6010 ▼ FAX 303-456-6681 ▼ www.orion4value.com

To authenticate this certificate, please visit: <http://www.orion4value.com/about-orion/registered-companies/>



Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc., USA

This is to certify the Environmental Management System of:

Landscape Structures Inc.

601 7th Street South

Delano, Minnesota 55328

USA

Has been assessed by Orion Registrar and found to be in compliance with the following Environmental Management Standard:

ISO 14001:2004

The Environmental Management System is applicable to:

Design and Manufacture of Playground Equipment including Product Development, Pre-sale Design, Order Engineering, Manufacturing (including: Fabrication, Welding, Powdercoat Painting, PVC Coating, CNC Routing, Rotational Molding, Concrete Operation, Assembly, Distribution, Manufacturing Support, Sales and Marketing, Materials Management, Accounting, Information Technology and Administrative Functions.

The Certification period is from

November 29, 2014 to November 28, 2017

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID 00355-00001. Certificate ID A0000509-9.

IAF / NAICS / SIC Code(s): 17 / 33992 / 3949



Paul M. Burck
Paul M. Burck, President

11/20/2014

Date



7502 W. 80th Avenue, Suite 225 ▼ Arvada, Colorado 80003 ▼ 303-456-6010 ▼ FAX 303-456-6681 ▼ www.orion4value.com

To authenticate this certificate, please visit: <http://www.orion4value.com/about-orion/registered-companies/>



National Recreation
and Park Association



Certified
Playground
Safety Inspector

First Name	Last Name	State	Expiration	Cert	Certificate Number	Title, LSI Department
Aaron	Nelson	MN	4/1/2017	CPSI	23909-0417	Custom Mechanical Designer, Custom Product Engineering
Allison	Schrein	MN	6/1/2016	CPSI	22423-616	Playground Designer, Design Services
Brian	Rumpza	MN	2/1/2016	CPSI	127857-0216	Installation Specialist, Product Development
Brian	Schaust	MN	4/1/2017	CPSI	23934-0417	Installation Specialist, Product Development
Christine	Brey	MN	4/1/2016	CPSI	21849-416	Playground Designer, Design Services
COLE	DEHN	MN	5/1/2015	CPSI	19944-0515	3D Design Solutions Specialist, Design Services
Cory	Anderson	MN	5/1/2018	CPSI	31453-518	Playground Designer, Design Services
Dan	Isaacs	MN	5/1/2018	CPSI	31437-518	Senior Custom Mechanical Designer, Custom Product Engineering
Dave	Johnson	MN	6/1/2016	CPSI	22407-616	Modification Engineer, Custom Product Engineering
Gabriel	Cotten	MN	4/1/2018	CPSI	30956-418	Playground Designer, Design Services
Gerald	Gruette	MN	4/1/2017	CPSI	23890-0417	Senior Designer, Design Services
Heather	Truax	MN	4/1/2018	CPSI	30903-418	Order Engineer, Order Engineering
Jessica	Nowacki Vandenheuvel	Mn	4/1/2017	CPSI	23916-0417	Order Engineer, Order Engineering
Jonah	Scholen	MN	4/1/2017	CPSI	23935-0417	Conceptual Playground Designer, Design Services
Jonathan	Huehn	MN	7/1/2018	CPSI	31902-718	Testing Technician, Product Development
Kyle	Myrmel	Mn	6/1/2016	CPSI	22415-616	Order Engineer, Order Engineering
Mark	Obrecht	Mn	4/1/2017	CPSI	23917-0417	Playground Designer, Design Services
Martino	Nguyen	MN	4/1/2017	CPSI	23912-0417	Custom Mechanical Designer, Custom Product Engineering
Matt	Fawley	MN	4/1/2018	CPSI	30947-418	Senior Custom Mechanical Designer, Custom Product Engineering
Nick	Metz	MN	6/1/2016	CPSI	22413-616	Custom Products Presale Designer, Product Development
Nikki	Hall	Mn	4/1/2016	CPSI	21859-416	Order Engineer, Order Engineering
Patricia	Tacheny	MN	6/1/2016	CPSI	22424-616	Playground Designer, Design Services
Perry	Hicks	Mn	4/1/2017	CPSI	23894-0417	Senior Custom Mechanical Designer, Custom Product Engineering
Peter	Gunnarson	Mn	4/1/2018	CPSI	30941-418	Concept Designer, Product Development
Randy	Watermiller	MN	2/1/2016	CPSI	159028-0216	Director of Product Development, Product Development
Sheri	Seminary	MN	4/1/2018	CPSI	30911-418	Playground Designer, Design Services
Stefanie	Gartner	MN	6/1/2016	CPSI	22403-616	Playground Designer, Design Services
Steven	Plager	Mn	4/1/2017	CPSI	23926-0417	Design Engineering Manager, Product Development
Thomas	Fitzpatrick	MN	8/1/2018	CPSI	32010-818	Product Development Engineer, Product Development
Tim	Kelly	MN	4/1/2018	CPSI	30934-418	Custom Designer, Design Services
Tom	Wetter	Mn	8/1/2015	CPSI	206001-0815	Custom Products Engineer Manager, Product Development
Tory	Roff	MN	4/1/2018	CPSI	30917-418	Custom Products Presale Designer, Product Development
Tracy	Obrien	MN	4/1/2017	CPSI	23918-0417	Custom Mechanical Designer, Custom Product Engineering
Trevor	Ryks	MN	4/1/2017	CPSI	23933-0417	Custom Mechanical Designer, Custom Product Engineering
Zach	Norlin	MN	4/1/2017	CPSI	23913-0417	Custom Mechanical Designer, Design Services