VENDOR CONTRACT

Between Xccent, 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.

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:

* Installation Costs are not included. Partial or turnkey installation service is available (to be quoted on a per project basis).

* Freight not included - will be provided separately using the most competitive rate (based on weight and delivery location).

* Lead times may vary, but a typical lead time is 4-6 weeks.

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:	Xccent, Inc.
Mailing Address:	5240 257th St
City:	Wyoming
State:	MN
Zip:	55092
Telephone Number:	(800) 933-4748
Fax Number:	(651) 462-9299
Email Address:	info@xccent.biz
Authorized Signature:	Marya Willert
Printed Name:	Marya Willert
Position:	Sales Support Manager

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

TIPS Authorized Signature — Date: 11-19-15

David Wayne Fitts

Approved by Region VIII ESC — Date: 11-19-15

The Interlocal Purchasing System (TIPS Cooperative)
Supplier Response

Bid Information

Bid Creator	Kim Thompson Coordinator of Office Operations
Email	Kim.Thompson@tips-usa.com
Phone	(903) 575-2608
Fax	(866) 929-4402
Bid Number	7111915
Title	Playground and Exercise Equipment
Bid Type	RFP
Issue Date	09/01/2015
Close Date	10/9/2015 3:00:00 PM CT
Need by Date	

Contact Information

Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686
Contact	Kim Thompson, Coordinator of Office Operations
Department	
Building	
Floor/Room	
Telephone	+1 (866) 839-8477
Fax	+1 (866) 839-8472
Email	bids@tips-usa.com

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Xccent, Inc.
Address	5240 257th St Wyoming, MN 55092
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (651) 462 9200
Fax	1 (651) 462 9299
Email	
Submitted	10/9/2015 1:22:08 PM CT
Total	$0.00

Signature Marya L Willert Email mwillert@xccent.biz

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.)	Xccent Play! strives for what is distinct and different – away from what is ordinary and usual. For the past 40 years we have designed playgrounds to inspire and compel by finding new ways to bend and twist steel, introducing new materials, and creatively utilizing spaces and ideas. Understanding that free and imaginative play develops a child's brain more than activities with predetermined rules, we challenge ourselves to reach past what is common to provide creative and kid friendly play spaces in every play environment. Xccent Play! elevates the fun and ensures a child's experience is not routine.
6	Primary Contact Name	Primary Contact Name	Marya Willert
7	Primary Contact Title	Primary Contact Title	Sales Support Manager
8	Primary Contact Email	Primary Contact Email	mwillert@xccent.biz
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	6514629216
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	6514629299
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	3202824302
12	Secondary Contact Name	Secondary Contact Name	Brian Flanagan
13	Secondary Contact Title	Secondary Contact Title	Sales Director
14	Secondary Contact Email	Secondary Contact Email	bflanagan@xccent.biz
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	6514629222
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	6514629299
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.	Karina Booth

19	Admin Fee Contact Email	Admin Fee Contact Email	kbooth@xccent.biz
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	6514629215
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Marya Willert
22	Purchase Order Contact Email	Purchase Order Contact Email	orders@xccent.biz
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	6514629216
24	Company Website	Company Website (Format - www.company.com)	www.xccentplay.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	41-1559577
26	Primary Address	Primary Address	5240 257th St
27	Primary Address City	Primary Address City	Wyoming
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	MN
29	Primary Address Zip	Primary Address Zip	55092
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, Play equipment, Playground, Xccent Play, Swings Climbers, Fitness equipment, Outdoor fitness equipment, Xccent Fitness, Motion Wellness Systems, Active Fitness
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.)	No
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?	Wyoming
34	Company Residence (State)	Vendor's principal place of business is in the state of?	MN
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?	No
43	Start Time	Average start time after receipt of customer order is ____ working days?	25
44	Years Experience	Company years experience in this category?	39
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")	Term of Contract

Line Items

Response Total:	$0.00

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 Alvin Parks & Rec	Alvin	TX	Dan Kelinske	(281) 388-4290
Round Rock ISD	Round Rock	TX	Hans Haakman	(512) 464-5007
Minnesota State Fair Foundatio	St Paul	MN	Jesse Poppe	(651) 288-4325
Taylors Falls Elementary School	Taylors Falls	MN	Jason Riebe	(651) 213-2101
City of St Croix Falls	St Croix Falls	WI	Steve Jensen	(715) 483-3715
St. Odilia School	Shoreview	MN	Brian Ragatz	(651) 484-6681
City of Forest Lake	Forest Lake	MN	Jamie Muscha	(651) 209-9723
Heritage Elementary	Liberty Township	OH	Missy Alexander	(513) 863-7060
Cherokee Elementary	Liberty Township	OH	Paulette Grady	(513) 755-8200
Medina Christian Academy	Medina	OH	Page Donahoe	(330) 725-3327
Village of Darien	Darien	WI	Cheryl Kaufenberg	(262) 882-5055
City of Verona	Verona	WI	Dave Walker	(608) 848-6809

WARRANTY/TERMS & CONDITIONS

Limited Warranty: Xccent Play! warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with our published specifications. This warranty will commence on the date of the Xccent Play! invoice and terminate at the end of the period stated below.

This Warranty is valid ONLY if the products are installed properly and in conformance of the specifications, installation guides, Xccent Play! design layout, and properly maintained in accordance with the maintenance schedule provided within the installation instructions.

Xccent Play! reserves the right to accept or reject any claim in whole or in part. Xccent Play! will not accept the return of any product without prior written approval.

Warranty Exclusions: This Warranty does not cover: cosmetic defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Xccent Play's control. This warranty does not cover damages due to "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms.

For complete warranty information, please visit XccentPlay.com or contact your local authorized Xccent Play! representative.

LIMITED WARRANTY TIME PERIODS

100-YEAR LIMITED WARRANTY

On all Fusion®, Triax®, Classix®, FusionEC®, Go Play®, Independent Play and Early Childhood.

Stainless steel fasteners and connectors, steel and aluminum straight or arched posts, caps and clamps are covered against structural failure due to defects in materials or workmanship.

15-YEAR LIMITED WARRANTY

On all main structural platforms, ramps, stairs, rails, rungs, loops, and plastic components when used under normal conditions and properly maintained. Plastic borders against breakage caused by normal use and proper maintenance.

10-YEAR LIMITED WARRANTY

On all fabric and steel shade systems against natural degradation, workmanship or material breakdown due to ultra violet exposure. Clear sheet plastic, climbing hand holds, and accessible swing seats against structural failure due to materials or workmanship.

7-YEAR LIMITED WARRANTY

Site amenities against structural failure due to materials or workmanship.

5-YEAR LIMITED WARRANTY

On recycled PVC seats and climbing cables against premature wear due to natural deterioration or manufacturing defects.

3-YEAR LIMITED WARRANTY

On Parts such as Sky Rider and bumpers, all rocking equipment with mechanical torsion systems, swing seats and hangers, motion/moving play components and parts.

2-YEAR LIMITED WARRANTY

On vinyl coated chain, swing clevises, swing attachment hardware and other materials not covered above.

TERMS OF SALE

PRICING

Contact your local Xccent Play! representative for current pricing.

TERMS OF PAYMENT

All credit must be approved and granted by Xccent Play!, or its authorized dealer. All orders require a deposit unless otherwise arranged. Final payments for products shipped on approved credit accounts are due within (30) days from the date of the invoice unless otherwise arranged.

WEIGHTS

Weights shown in this catalog are approximate and may vary with actual orders. Weights listed do not include packaging materials. Total weight will be determined after the order is packaged for shipping.

FREIGHT CHARGES

The freight will be determined by Xccent Play!, through access to numerous competitive freight carriers. Freight charges will be prepaid or added to the invoice unless otherwise agreed.

INSTALLATION

All equipment is shipped unassembled, except fitness equipment. For a list of factory-certified installers in your area, please contact your local Xccent Play! representative.

SPECIFICATIONS

Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Xccent Play!, and we reserve the right to change or discontinue specifications without notice.

LOSS OR DAMAGE IN TRANSIT

Xccent Play! is not responsible for loss or damage in transit. A signed Bill of Lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Failure to note any damage or discrepancies on the Bill of Lading may impair the customer's right to recover damages from the carrier.

Xccent Fitness Limited Warranty Statement

LIMITED WARRANTY:

Xccent Fitness warrants its products to the original customer to be free from structural failure due to defects in material or workmanship during normal use and installation, in accordance with Xccent Fitness instructions and specifications. This warranty is non-transferable and is valid only for the original purchase and installation of all products and/or equipment.
The Xccent Fitness limited warranty commences on the date of our invoice and terminates at the end period stated below. The stated warranty is valid only if the products are: installed properly and in compliance with the layout plan drawings and/or installation instructions provided by Xccent Fitness using approved parts; maintained and inspected on a regular basis as instructed by Xccent Fitness; subjected to normal use for the purpose with which the products were designed; not subject to vandalism, misuse, neglect, or customization by the customer; not subjected to unauthorized addition or substitution of parts; and not modified, altered or repaired by persons other than Xccent Fitness or its constituents in any respect which, in the sole judgment of Xccent Fitness, affects the condition or operation of the equipment. This warranty does not cover the following: A) Cosmetic damage or defects caused by unintended use. B) Damage due to normal wear and tear. C) Damage due to "Environmental conditions" such as windblown sand, salt water, salt spray, rust and oxidation, and industrial or vehicle emissions.

THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES ARISING FROM THE COURSE OF DEALING, USAGE OF TRADE OR ADVERTISING. XCCENT FITNESS SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND FOR BREACH OF ANY EXPRESS WRITTEN OR ORAL OR IMPLIED WARRANTY ON PRODUCTS. EVEN IF XCCENT FITNESS HAS BEEN ADVISED OFTHE POSSIBLITY OF SAME.

Limitations. Some jurisdictions do not allow limitations on how long an implied warranty may last, nor do they permit the exclusion or limitation of incidental or consequential damages. Accordingly some or all of the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, all of which may vary from jurisdiction to jurisdiction.

LOSS or DAMAGE in TRANSIT:

Xccent Fitness is not responsible for product lost or damaged in transit. Our responsibility ends when the carrier signs the bill of lading, which is our indication that the product was complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our bill of lading. Any shortages or damages should be noted on the carrier's freight bill when signed at the time of delivery. INSPECTION: All products must be inspected upon receipt and claims must be immediately filed with the carrier and Xccent Play when there is evidence of shipping damage, either concealed or external.

INSTALLATION:

Xccent Fitness shall provide required repair or replacement parts free of charge, but will not be responsible for the cost of freight, labor or provision of labor for the removal of defective parts and the installation of replacement parts. Replacement parts shall be guaranteed for the remainder of the original warranty period. It is the customer's responsibility to assemble, install and use Xccent Fitness products in a safe manner and in accordance with our instructions.

100 Year Warranty

Stainless Steel Fasteners, Steel posts and caps, steel arches and stainless steel fasteners, against structural failure due to corrosion or manufacturing defects and against structural failure due to material or manufacturing defects.

15 Year Warranty

On all steel components (except 100-year steel posts and Arches), vinyl coated decks, ramps, beams, stairs and seating surfaces against structural failure due to material or manufacturing defects.

10 Year Warranty

On all fabric and steel shade systems against natural degradation, workmanship, or material breakdown due to ultra violet exposure.

7 Year Warranty

Site furnishings against structural failure due to materials or workmanship.

5 Year Warranty

On all PVC handholds, foot pads, ropes, plastic components against structural failure due to material or manufacturing defects.

3 Year Warranty

On any moving parts against structural failure due to material or manufacturing defects.