

# **TIPS VENDOR AGREEMENT**

**Between** Play and Park Structures **and**  
(Company Name)

## **THE INTERLOCAL PURCHASING SYSTEM (TIPS)**

**For**

**RFP 180704 Playground Equipment and Installation Services  
(Part 1)**

### **General Information**

The Vendor Agreement (“Agreement”) 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 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement 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.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, 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. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement 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 Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

# Terms and Conditions

## Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge” or “\$0” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

## Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. 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.)

## Agreements

**All Agreements 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.

**Agreements 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. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

### **Assignments of Agreements**

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

### **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 Agreement.
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 Members 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 Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

### **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

## **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time 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 awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member 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 Member.

## **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

## **Pricing**

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

Price increases will be honored according to the terms of the solicitation. 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, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

## **Participation Fees**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement 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 Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney’s fees, arising out of, or resulting from, Vendor’s work under this Agreement, 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 by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor’s work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Per Texas Education Code §44.032(f), reasonable Attorney’s fees are recoverable by the prevailing party in any dispute resulting in litigation.

### **Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation’s specified minimum score 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 Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

### **Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". 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 Agreement**

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor's Agreement documents shall not become part of TIPS's Agreement 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 Agreement. TIPS reserves the right to stop work and/or cancel Agreement 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 Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement 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 Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### **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 Agreement by awarded vendor must have prior approval from TIPS.

### **Supplemental agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement 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.

### **Survival Clause**



All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this 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 Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases 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. In order to ensure and confirm compliance with this agreement, 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 to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably 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.

### **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 permitted for the TIPS Member to provide 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



Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required 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 Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

### **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 Agreement 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 or other document 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.

### **Incorporation of Solicitation**

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

### **SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

## NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686.  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

### Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation - IF APPLICABLE	Statutory limits
Employers' Liability -ONLY IF you employ people besides the owners <b>AND</b> provide ON-SITE services or on-site delivery, not just goods.	\$1,000,000
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the

contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors 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.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts 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 Agreement:** 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 Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
  - **Daily Order Confirmation:** All Agreement 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 1<sup>st</sup> 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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Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

# TIPS Vendor Agreement Signature Form

RFP 180704 Playground Equipment and Installation Services (2 Part) with JOC section

Part 1 Only this form

Company Name Play and Park Structures

Address 544 Chestnut Street

City Chattanooga State TN Zip 37402

Phone 800-727-1907 Fax 423-425-3124

Email of Authorized Representative info@playandpark.com

Name of Authorized Representative Lindsay Richardson

Title Sr. VP and Business Unit Manager

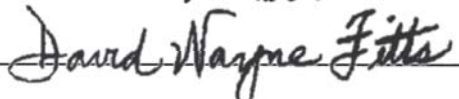
Signature of Authorized Representative 

Date 8/15/2018

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 9/6/18

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689 x			Department Building
Fax				Floor/Room
Bid Number	180704	Department Building		Telephone
Title	Playground Equipment and Installation Services (2 Part) with JOC section			Fax
Bid Type	RFP			Email
Issue Date	7/5/2018 08:00 AM (CT)	Floor/Room		
Close Date	8/23/2018 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

## Supplier Information

Company	Play & Park Structures (PS Commercial Play, LLC)
Address	544 Chestnut Street  Chattanooga, TN 37402
Contact	
Department	
Building	
Floor/Room	
Telephone	(423) 648-5585
Fax	(423) 425-3124
Email	
Submitted	8/23/2018 09:01:35 AM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Kelly Conely

Email kconely@playcore.com

## Supplier Notes

## Bid Notes

This is a two part solicitation. Part 1 is for Playground Equipment and non-construction services and Part 2 is for the construction related installations.

## Bid Activities

## Bid Messages

## Bid Attributes

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	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. 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.)	<p>Since 1976, Play &amp; Park Structure's mission has centered around developing products, programs, and services that enhance classroom learning, create environmental awareness, promote physical activity, and build communities. Play &amp; Park Structures helps to build healthy lifestyles and encourage imaginative play, while creating spaces that provide social and physical inclusion for people of all abilities.</p> <p>Play &amp; Park has an appropriate play solution for a full spectrum of needs and aesthetics, including parks, schools, early childhood centers, churches, and community centers. Whether your project calls for a traditional playground or a creatively themed play, the variety of styles and materials offered allows you to choose the perfect playground to complement your vision.</p> <p>Play &amp; Park Structures is committed to meeting and/or exceeding ASTM safety standards to help create safer play environments for children. By having the industry's best warranty, Play &amp; Park Structures provides protection and assurance for your playground investment.</p>

6	Primary Contact Name	Primary Contact Name	Kelly Conely
7	Primary Contact Title	Primary Contact Title	Sales Administrative Supervisor
8	Primary Contact Email	Primary Contact Email	kconely@playandpark.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4236485585
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4234253124
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Matt Mitchell
13	Secondary Contact Title	Secondary Contact Title	Director of Sales Administration
14	Secondary Contact Email	Secondary Contact Email	mmitchell@playcore.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4234253165
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4234253124
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8655565910
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kelly Conely
19	Admin Fee Contact Email	Admin Fee Contact Email	kconely@playandpark.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4236485585
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Kelly Conely
22	Purchase Order Contact Email	Purchase Order Contact Email	orders@playandpark.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4236485585
24	Company Website	Company Website (Format - www.company.com)	www.playandpark.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-0173831
26	Primary Address	Primary Address	544 Chestnut Street
27	Primary Address City	Primary Address City	Chattanooga
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TN
29	Primary Address Zip	Primary Address Zip	37402
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.)	Play & Park Structures, Park Structures, Play Equipment, Playgrounds, Play Unit, Park, Park Equipment, School Playground



31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	<p>Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p>	Yes
32	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Chattanooga
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TN
35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	<p>Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT</p> <p>CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.</p>	5%
36	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
37	Yes - No	<p>Vendor agrees to remit to TIPS the required administration fee?</p> <p>TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.</p>	Yes

38	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
39	Years Experience	Company years experience in this category?	42
40	Resellers:	<p>Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.</p> <p>EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.</p> <p>(If yes, 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.</p>	Yes
41	Price discount percentage are guaranteed for?	Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
42	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
43	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;</p> <p>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	(No Response Required)
44	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?	<p>Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO</p> <p>If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: <a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a> There is an optional upload for this form provided if you have a conflict and must file the form.</p>	No
45	Filing of Form CIQ	If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?	

- |    |  |   |                        |
|----|--|---|------------------------|
| 46 | Regulatory Standing  | I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.   | Yes                    |
| 47 | Regulatory Standing  | Regulatory Standing explanation of no answer on previous question.  |                        |
| 48 | Antitrust Certification Statements (Tex. Government Code § 2155.005) | <p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>I affirm under penalty of perjury of the laws of the State of Texas that:</p> <p>(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;</p> <p>(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. &amp; Comm. Code Chapter 15;</p> <p>(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;</p> <p>(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.</p> | (No Response Required) |

## Instructions for Certification:

(No Response Required)

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

50 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide 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.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

52 2 CFR PART 200 Contract Provisions  
Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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.

53 2 CFR PART 200 Contracts

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS 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?

54 2 CFR PART 200 Termination

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS 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. ESC Region 8 and TIPS 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 ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.  
Does vendor agree?

55	2 CFR PART 200 Clean Air Act	Yes
56	<p>2 CFR PART 200 Byrd Anti-Lobbying Amendment</p> <p>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 the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?</p> <p>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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?</p>	Yes
57	<p>2 CFR PART 200 Federal Rule</p> <p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes



<p>58 2 CFR PART 200 Procurement of Recovered Materials</p>	<p>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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	<p>Yes</p>
<p>59 Certification Regarding Lobbying</p>	<p>Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds</p> <p>Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> <p>The undersigned certifies, to the best of his or her knowledge and belief, that:</p> <p>(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.</p> <p>(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.</p> <p>(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.</p>	<p>I HAVE NOT Lobbied per above</p>
<p>60 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"</p>	<p>ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.</p>	<p>(No Response Required)</p>

- 61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.
- 62 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

63 If proposing on PART 2, Davis-Bacon Act compliance.

(No Response Required)

IF proposing on PART 2, Texas Statute requires compliance with 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.

BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.

64 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

(No Response Required)

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. By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C.

3701-3708).

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

67 Remedies Explanation of No Answer

68	Choice of Law	<p>The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Alternative Dispute Resolution Explanation of No Answer		
71	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
72	Infringement(s) Explanation of No Answer		

73	Acts or Omissions	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
74	Acts or Omissions Explanation of No Answer		
75	Contract Governance	<p>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</p>	Yes
76	Payment Terms and Funding Out Clause	<p>Payment Terms:</p> <p>TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.</p> <p>Funding Out Clause:</p> <p>Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.</p> <p>See statute(s) for specifics or consult your legal counsel.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p> <p>Do you agree to these terms?</p>	Yes
77	Insurance and Fingerprint Requirements Information	<p>Insurance</p> <p>If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.</p> <p>Fingerprint</p> <p>It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <a href="http://www.statutes.legis.state.tx.us/">http://www.statutes.legis.state.tx.us/</a></p> <p>If the vendor has staff that meet both of these criterion:</p> <p>(1) will have continuing duties related to the contracted services; and</p> <p>(2) has or will have direct contact with students</p> <p>Then you have "covered" employees for purposes of completing the attached form.</p> <p>TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at <a href="mailto:NCJU@txdps.state.tx.us">NCJU@txdps.state.tx.us</a> and you should send an email identifying you as a contractor to a Texas Independent</p>	(No Response Required)

School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.  
See form in the next attribute to complete entitled:  
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

78 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires Some entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.



- 79 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES. (No Response Required)
- 80 Texas Government Code 2270 Verification Form Texas Government Code 2270 Verification Form YES  
 Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.  
 The relevant section addressed by this form reads as follows:  
 Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by  
 ESC Region 8/The Interlocal Purchasing System (TIPS)  
 4845 Highway 271 North  
 Pittsburg,TX,75686  
 verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.  
 AND  
 our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>  
 I swear and affirm that the above is true and correct.

81	Logos and other company marks	<p>Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred</p> <p>Potential uses of company logo:</p> <ul style="list-style-type: none"> <li>* Your Vendor Profile Page of TIPS website</li> <li>* Potentially on TIPS website scroll bar for Top Performing Vendors</li> <li>* TIPS Quarterly eNewsletter sent to TIPS Members</li> <li>* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)</li> </ul>	(No Response Required)
82	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes
83	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
84	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
85	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	
86	Long Term Cost Evaluation Criterion # 4 on PART 1 EVALUATION ONLY	<p>READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".</p> <p>Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by</p>	price increases will be < 5% annually per question

supporting documentation, receive 0 points.

Line Items		
Response Total:		\$0.00

Please provide a list of resellers the proposing company desires to be authorized to sell their products and services under the TIPS Agreement, if awarded.

[illegible]

CERTIFICATION BY CORPORATE OFFERER

**COMPLETE ONLY IF OFFERER IS A CORPORATION,**

**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.**

OFFERER: Play & Park Structures  
(Name of Corporation)

Rick Ruegger certify that I am the Secretary of the Corporation  
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Lindsay Richardson  
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Sr. Vice President & Group Manager  
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

[Signature]  
SIGNATURE

8-15-18  
DATE



Insert TIPS RFP# 180704

**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A  
WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF  
SUBMITTED MATERIALS.**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS  
OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT  
CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

**If you claim that parts of your proposal are confidential, complete the top section below.**

**I claim part of my proposal to be confidential and DO NOT desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

\_\_\_\_\_  
**Name of company claiming confidential status of material**

\_\_\_\_\_  
**Printed Name and Title of authorized company officer claiming confidential status of material**

\_\_\_\_\_  
**Address City State ZIP Phone**

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR  
PROPOSAL

Signature \_\_\_\_\_ Date \_\_\_\_\_

**OR** \_\_\_\_\_

**If you do not claim any of your proposal to be confidential, complete the section below only.**

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Lindsay Richardson Sr. VP & Group Manager  
**Printed Name authorized company officer Title of authorized company officer**

544 Chestnut St. Chattanooga TN 37402 423-425-3132  
**Address City State ZIP Phone**

Signature Lindsay Richardson Date 8-15-18



# CERTIFICATE OF REGISTRATION



**Quality  
System  
Registrar**



Having been audited in accordance with requirements of

## **ISO 9001:2015 – ANSI/ISO/ASQ Q9001-2015**

SRI Quality System Registrar, 300 Northpointe Circle, Seven Fields, Pennsylvania, 16046, USA, hereby grants to:

### **Play and Park Structures Division of Playcore**

Registration of the management system at its location:

**150 PlayCore Drive SE  
Fort Payne, Alabama, 35967, USA**


The conditions for maintaining this certificate of registration are set forth in the SRI registration agreements R20.3 and R20.4. Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2015 requirements may be obtained by consulting the organization.

**Scope of ISO 9001:2015 registration:** "Design, manufacture, and supply of playground equipment."

**Initial SRI Registration date:** September 18, 1996

**Current registration period:** February 23, 2017 through February 22, 2020

Signed for SRI:

  
Christopher H. Lake, President & COO

**Release Date:** February 23, 2017

**Certificate Number:** 017051

**Registration Number:** 0689-05



# CERTIFICATE OF REGISTRATION



**Quality  
System  
Registrar**



Having been audited in accordance with requirements of

**ISO 14001:2015**

SRI Quality System Registrar, 300 Northpointe Circle, Seven Fields, Pennsylvania, 16046, USA, hereby grants to:

## **Play and Park Structures Division of Playcore**

Registration of the management system at its location:

**150 PlayCore Drive SE  
Fort Payne, Alabama, 35967, USA**

The conditions for maintaining this certificate of registration are set forth in the SRI registration agreements R20.3 and R20.4.

**Scope of ISO 14001:2015 registration:** "Environmental activities related to the production of playground equipment."

**Initial SRI registration date:** July 23, 2008

**Current registration period:** July 21, 2017 through July 20, 2020

Signed for SRI:

Christopher H. Lake, President & COO

Release Date: July 21, 2017  
Certificate Number: 017412  
Registration Number: 0689-05





# CERTIFICATE OF REGISTRATION



The SRI logo, consisting of the letters "SRI" in a bold, blue, sans-serif font, enclosed within a grey circular border.

**Quality  
System  
Registrar**

Having been audited in accordance with requirements of

**ISO 14001:2015**

SRI Quality System Registrar, 300 Northpointe Circle, Seven Fields, Pennsylvania, 16046, USA, hereby grants to:

## **BigToys Division of Playcore**

Registration of the management system at its location:

**150 PlayCore Drive SE  
Fort Payne, Alabama, 35967, USA**

The conditions for maintaining this certificate of registration are set forth in the SRI registration agreements R20.3 and R20.4.

**Scope of ISO 14001:2015 registration:** "Environmental activities related to the production of playground equipment."

**Initial SRI registration date:** June 25, 2012

**Current registration period:** July 21, 2017 through July 20, 2020

Signed for SRI:

A handwritten signature in black ink, appearing to read "Chris Lake", written over a horizontal line.

Christopher H. Lake, President & COO

Release Date: July 21, 2017  
Certificate Number: 017411  
Registration Number: 0689-04



# CERTIFICATE OF REGISTRATION



**Quality  
System  
Registrar**



Having been audited in accordance with requirements of

## **ISO 9001:2015 – ANSI/ISO/ASQ Q9001-2015**

SRI Quality System Registrar, 300 Northpointe Circle, Seven Fields, Pennsylvania, 16046, USA, hereby grants to:

### **BigToys Division of Playcore**

Registration of the management system at its location:

**150 PlayCore Drive SE  
Fort Payne, Alabama, 35967, USA**

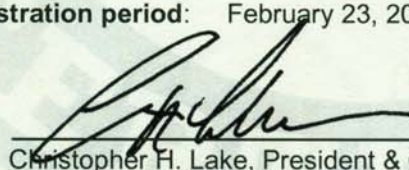
The conditions for maintaining this certificate of registration are set forth in the SRI registration agreements R20.3 and R20.4. Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2015 requirements may be obtained by consulting the organization.

**Scope of ISO 9001:2015 registration:** "Design, manufacture, and supply of park and playground equipment, plastic lumber and wood."

**Initial SRI Registration date:** June 25, 2012

**Current registration period:** February 23, 2017 through February 22, 2020

Signed for SRI:

  
Christopher H. Lake, President & COO

Release Date: February 23, 2017  
Certificate Number: 017052  
Registration Number: 0689-04







# Playcore Southern Fulfillment Center

*Fort Payne, AL*

PCI 4000 Certified through October 2018

A handwritten signature in black ink that reads "Trena Benson".

---

Trena Benson, *PCI Executive Director*



## **PLAY & PARK STRUCTURES WARRANTIES**

### **LIMITED WARRANTY ON SUPERMAX, DURAMAX & TOTMAX**

Play & Park Structures provides a lifetime limited warranty on SuperMax, DuraMax & totMax: a fifteen -year warranty on metal decks, pipes, rails, loops, and rungs; a lifetime limited warranty on upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and covers the product under normal use, proper maintenance and at original installation location; see exclusions.

### **LIFETIME LIMITED WARRANTY ON HARDWARE**

Play & Park Structures provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of Play & Park Structures' hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

### **FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS**

Play & Park Structures provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, Play & Park Structures will replace the rotomolded product at no cost to the customer.

## **TWENTY-YEAR LIMITED WARRANTY ON RECYCLED PLASTIC LUMBER PRODUCTS**

Play & Park Structures provides a twenty-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use; see exclusions.

## **LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS**

Play & Park Structures provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

## **LIMITED WARRANTY ON INTEGRATED PLAY & PARK SHADE PRODUCTS**

Play & Park Structures provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact.

All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).

## **LIMITED WARRANTY ON SITE FURNISHINGS**

Play & Park Structures provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

## **LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS**

Play & Park Structures provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

## **TEN-YEAR LIMITED WARRANTY ON REDWOOD AND PRESSURE-TREATED WOOD PRODUCTS**

Play & Park Structures provides a ten-year limited warranty on redwood and pressure-treated wood products against damage by decay or termites that cause the wood to become structurally unfit for its intended use; see exclusions.



## **FIVE-YEAR LIMITED WARRANTY ON PLAY & PARK STRAP AND TOT SEAT**

Play & Park Structures provides a five-year limited warranty on strap and tot swings seats against structural failure that causes the seats to become unfit for its intended use; see exclusions. The factory installed “S”-Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion, or premature wear.

## **FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENT INSERTS**

Instrument inserts provided by Freenotes Harmony Parks carry a five-year limited warranty against failures in manufacturing or materials.

## **THREE-YEAR LIMITED WARRANTY ON “C” SPRINGS FOR SPRING BOUNCERS**

Play & Park Structures provides a three-year limited warranty on “C” springs for Spring Bouncers against damage due to delaminating of the rubber spring and breakage of the “C” spring that would cause the Spring Bounce to become structurally unfit for its intended use; see exclusions.

## **3-YEAR LIMITED WARRANTY ON POLYURETHANE FOAM**

Play & Park Structures provides a three-year limited warranty on polyurethane foam parts. This warranty covers damage due to failure of parts that cause the product to become unfit for its intended use. This three-year limited warranty covers the product as defined below, and covers the product under normal use, proper maintenance and under ownership of the original purchaser; see exclusions below.

## **ONE-YEAR LIMITED WARRANTY ON ALL OTHER PLAY AND PARK STRUCTURES PRODUCTS**

Products included in the Play and Park Structures catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade, UltraShelter and SurfaceMax, will maintain the warranty of each respective brand.

**For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.**

**Play & Park Structures excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from**

**twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.**

**To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.**

## TIPS Cooperative – Bid #180704 Playground Equipment & Installation

### Proposed Goods & Services

#### **Play & Park Structures – SurfaceMax included – Play Equipment & Surfacing**

<https://www.playandpark.com/>

Online Catalog: <http://secure.viewer.zmags.com/publication/5c1063a7>

#### **BigToys – Play Equipment**

<https://www.bigtoys.com/>

Online Catalog: <https://secure.viewer.zmags.com/publication/b42eab7d#/b42eab7d/1>

#### **UltraPlay – Play Equipment**

<https://www.ultraplay.com/>

Online Catalog: <http://viewer.zmags.com/publication/f569fbbd#/f569fbbd/1>

#### **UltraSite – Site Amenities**

<https://www.ultra-site.com/>

Online Catalog: <http://viewer.zmags.com/publication/fc3cbd2e#/fc3cbd2e/1>

#### **Everlast – Climbing Walls**

<https://everlastclimbing.com/>

Online Catalog:

[https://cdn.shopify.com/s/files/1/1660/1695/files/EverlastClimbing\\_Fall2017\\_lowres.pdf?5990516827536705615](https://cdn.shopify.com/s/files/1/1660/1695/files/EverlastClimbing_Fall2017_lowres.pdf?5990516827536705615)

#### **GT Grandstands - Bleachers**

<https://www.gtgrandstands.com/>

Online Catalog: <https://secure.viewer.zmags.com/publication/0cd313a2#/0cd313a2/1>

#### **NRS – National Recreation Systems - Bleachers**

<https://www.bleachers.net/>

Online Catalog: <https://secure.viewer.zmags.com/publication/a152c62f#/a152c62f/1>

#### **UltraShade – UltraShelter**

<https://www.ultra-site.com/products/shade>

<https://www.ultra-site.com/products/shelters>

UltraShade Online Catalog:

<https://secure.viewer.zmags.com/publication/564fc828#/564fc828/1>

UltraShelter Online Catalog:

<http://viewer.zmags.com/publication/20f259e2#/20f259e2/1>

<https://secure.viewer.zmags.com/publication/564fc828#/564fc828/1>

**Dero – Bike Racks, Bike Shelters, Bike Lockers**

<https://www.dero.com/>

Online Catalog: <https://www.dero.com//documents/catalog.pdf>

**Freenotes – Outdoor Musical Instruments**

<https://freenotesharmoniypark.com/>

Online Catalog: <http://viewer.zmags.com/publication/5608e1ac#/5608e1ac/1>

# About Play & Park Structures

## *Chattanooga TN - New Corporate Headquarters*



Since 1976, Play & Park Structure's mission has centered around developing products, programs, and services that enhance classroom learning, create environmental awareness, promote physical activity, and build communities.

Play & Park has an appropriate play solution for a full spectrum of needs and aesthetics, including parks, schools, early childhood centers, churches, and community centers. Whether your project calls for a traditional playground or a creatively themed play, the variety of styles and materials offered allows you to choose the perfect playground to complement your vision.

Play & Park Structures is committed to meeting and/or exceeding ASTM safety standards to help create safer play environments for children. By having the industry's best warranty, Play & Park Structures provides protection and assurance for your playground investment.



## *Ft. Payne, AL Southern Fulfillment Center*

With Play & Park Structures being a PlayCore business unit, we have access to one of the best manufacturing facilities in the industry. Our facility is ISO 9001 and 14001 certified and our products meet all industry standards. With a more than 400,000 square facility that is well equipped to handle orders of large or small quantities, with the typical lead time on an order entered into the system being 24 to 45 days.

Play & Park Structures created the first Outdoor Creative Play & Learning System that brings standards-based activities to the playground and outdoor environments to support children's physical and mental development.

The design team continually advances the concept of play through unique designs, including traditional posts and platform playgrounds, deckless, continuous-play structures, as well as nature inspired playgrounds. In addition to aluminum, steel, and plastic components, we specialize in structures made from sustainably forested wood and recycled metal and plastic.







## About Play & Park Structures

Since 1976, Play & Park Structure's mission has centered around developing products, programs, and services that enhance classroom learning, create environmental awareness, promote physical activity, play for all abilities, and building community.

Play & Park Structures has been providing playgrounds that build healthy lifestyles and encourage imaginative play, while creating spaces that provide social and physical inclusion for people of all abilities.

## Features & Benefits

- Access to a world-class manufacturing facility that is ISO 9001 and 14001 certified to meet all industry standards
- Committed to meeting and/or exceeding ASTM safety standards to help create safer play environments for children
- The industry's best warranty, providing protection and assurance for your playground investment

## Highlights & More Info

- Play & Park Structures created the first Outdoor Creative Play & Learning System that brings standards-based activities to the playground and outdoor environments to support children's physical and mental development
- Over 400,000 square foot manufacturing and distribution facility equipped to handle orders of large or small quantities with a typical lead time of 24 to 45 days.







## More Information

544 Chestnut Street  
Chattanooga, TN 37401  
[www.playandpark.com](http://www.playandpark.com)

Contact Person Information:

## Why choose Play & Park Structures?

Play & Park Structures knows that playgrounds are an integral part of childhood development. Our ongoing mission has been to provide high quality products that inspire children's imaginations and creativity through innovation and superior product design.

Our design team continually advances the concept of play through unique designs, including traditional post and platform playgrounds, deckless, continuous-play structures, as well as nature inspired playgrounds. In addition to aluminum, steel, and plastic components, we specialize in structures made from sustainably forested wood and recycled metal and plastic.

We have an appropriate play solution for a full spectrum of needs and aesthetics, including parks, schools, early childhood centers, churches, and community centers. Whether your project calls for a traditional playground or creatively themed play, the variety of styles and materials offered allows you to choose the perfect playground to complement your vision.





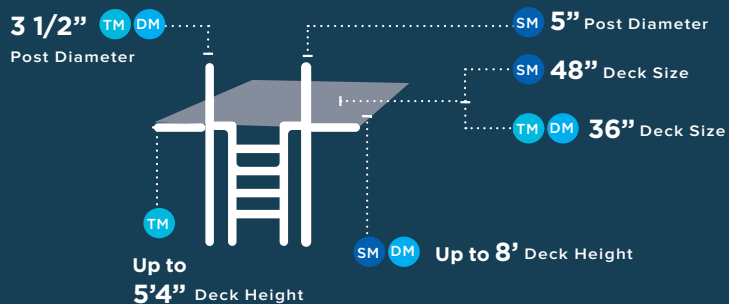
# Engaging Playgrounds for Every Venue



	Posts (Diameter)	Deck Size	Deck Height	Ages	Value
<b>SUPERmax</b> PLAY SYSTEMS	5"	48"	Up to 8'	2-5 or 5-12	Largest capacity for busiest playgrounds
<b>DURAmax</b> PLAY SYSTEMS	3-1/2"	36"	Up to 8'	2-5 or 5-12	Maximum play for smaller footprint
<b>totmax</b> PLAY SYSTEMS	3-1/2"	36"	Up to 5'4"	2-5	Age appropriate for social & cognitive development
<b>Boulder</b> PLAY SYSTEMS	3-1/2"	No Decks	Ground Level	5-12	Encourages physical activity with challenging climbing circuits
<b>SKYLINE</b> PLAY SYSTEMS	5"	No Decks	Ground Level	5-12	Urban tough, physically challenging
<b>HORIZONS</b> PLAY SYSTEMS	3 1/2"	No Decks	Ground Level	2-5 or 5-12	Fitness-focused play presenting continuous lateral pathways

## Deck Height + Size

Looking for a recreation solution for a local park, school, or early childhood center? Choose from a variety of products that include traditional composite structures with two different deck sizes, or from deckless systems that encourage continuous lateral movement.



## Age Range



SuperMax and DuraMax systems are designed for children 2-5 years or 5-12 years old, while totmax and early horizons are created for children ages 2-5 years. Boulderscapes, Horizons, and Skyline systems provide more physically challenging play that is appropriate for children 5-12 years.

### Product Line Key



SuperMax



DuraMax



totMax

## Value

No matter what your recreation requirements might be - from large, inclusive, ramped units, to the smallest single deck structure - Play & Park Structures has a product line designed to meet your space requirements as well as your budget.

## ADA Approved Holes



- All Play & Park Structures decks and ramps have an ADA-compliant cluster punch to allow children of all abilities to play
- Transfer platforms feature large holes for gripping assistance when accessing structures

## Our Plastics



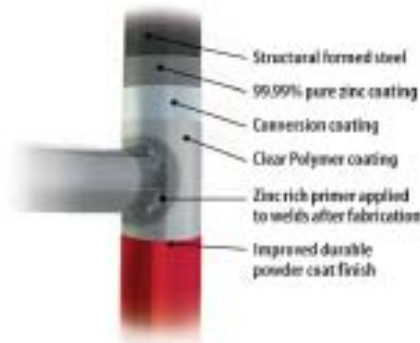
- The color pigments used in our plastics have one of the highest ratings for light stability, providing the best color stability for color fastness
- Multiple color choices available for natural and modern settings

## Our Decks



- Innovative curved bracing assures durable and sturdy decks
- Plastisol and Thermoplastic coating options available
- ADA compliant holes are used for all decks and ramps

## Durability



- Zinc Rich Primer is applied to welds and aids in rust prevention and is vandal resistant
- Factory-installed post caps provide a better fit and appearance

## Hardware



- Tamper Resistant Hardware aids in the prevention of corrosion and helps reduce vandalism in our stainless steel hardware

Nationally Certified Manufacturing Facility

**ASTM**  
INTERNATIONAL



**ISO**  
**9001**  
CERTIFIED







## ISO 14001

We are proud to be ISO 14001 certified for our manufacturing facility in Fort Payne, Alabama, also referred to as the "Green Certification." ISO 14001 is an internationally recognized standard for environmental management, measurement, evaluation, and auditing. As an ISO 14001 certified company, Play & Park controls the environmental impact of our activities, products, and services by implementing and an Environmental Management System (EMS) that meets international standards, but is specific to the play products being produced.



## ISO 9001

An industry certification process issued by the International Organization for Standardization. It is used to measure manufacturing standards and to certify company compliance with quality control systems covering design, development, production, installation, inspection and testing.



## ADA

Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. The Final Report of the Regulatory Negotiation Committee is available via the internet.



## IPEMA



In the interest of public playground safety, the International Playground Equipment Manufacturer's Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, Detroit Testing Laboratory, Inc. (DTL), validates an equipment manufacturer's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 & 12.6.1; to CAN/CSA Z614, Children's Playspaces and Equipment, except clauses 9.8, 10 & 11, or both. The use of corresponding logo in Play & Park Structures catalog signifies that Play & Park Structures has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms to the requirements of the Indicated standard. Check the IPEMA website, [www.ipema.org](http://www.ipema.org), to confirm product validation.



## ASTM



ASTM International is an independent and world renowned developer of technical standards utilized in testing a multitude of products, ASTM's F15.29 committee met regularly for over a decade in the continual development of the F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The original standard, F1487-93 was published in 1993 and subsequently replaced by the current version F1487-07a, published in May 2007.



## CPSC

The Consumer Product Safety Commission (CPSC) is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication several times since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.



*Play & Park Structures is more than just a commercial playground company, through our various partnerships we strive to do our part to make an impact on how our community and our world plays.*

## Natural Learning Initiative

The NatureGrounds program was developed with the technical assistance of the Natural Learning Initiative, a research and design assistance program of the College of Design, North Carolina State University.

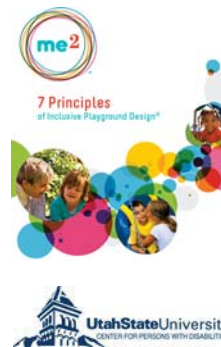


[playandpark.com/enrichment/nature-playgrounds](http://playandpark.com/enrichment/nature-playgrounds)

## Utah State University

Universally designed play environments that apply the **7 Principles of Inclusive Playground Design™** can dramatically impact children's play experiences. These guidelines move play environments beyond minimum accessibility to ensure that people of all abilities can be both physically and socially active through inclusive play.

Developed in partnership with PlayCore, Utah State University, and Lekotek.



## St. Jude Children's Research Hospital

St. Jude Children's Research Hospital is internationally recognized for its pioneering work in finding cures and saving children with cancer and other catastrophic diseases. Play & Park Structures supports St. Jude Research Hospital with incentives for their Math-A-Thon program.

[Mathathon.org](http://Mathathon.org)



## SHAPE AMERICA

The Play On! Program was developed by PlayCore in partnership with SHAPE America - Society of Health and Physical Educators.





## Safety Resource Series

We know that 84% of all playground accidents could be avoided through better adult supervision and proper playground maintenance. The Safety and Maintenance Guides were developed by PlayCore, Play & Park Structures, and playground safety experts to maintain safer play environments by training staff on how to create inspection procedures, identify potentially hazardous conditions, define proper maintenance practices, develop active and effective supervision practices, and lastly develop incident response.



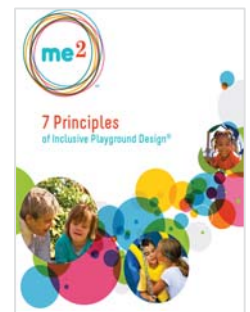
## NatureGrounds

PlayCore has implemented research-based best practice guidelines outlined in the NatureGrounds program, developed in partnership with the Natural Learning Initiative, N.C State University, creating a playground that allows children, families, and communities to experience the many benefits of playing surrounded by nature. By implementing NatureGrounds best practice guidelines, a design by Play & Park increases overall play value, stimulates physical activity and positive social interactions between users, and positively impacts the environmental sustainability of the site.



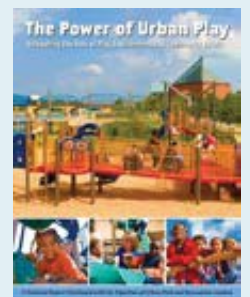
## Universal Playground Design

Play & Park Structures has designed a universally designed playground to go beyond the minimum ADA requirements, creating a truly inclusive environment that promotes active play for people of all ages and abilities. The 7 Benefits of Inclusive Playground Design™, developed in partnership with Utah State University's Center for Persons with Disabilities, uniquely consider the child's perspective and what is important for children to feel during play. These principles ensure that children have access to opportunities, to be smart, included, safe, independent, active, comfortable, and experience fair and equitable play.



## The Power of Urban Play

This national report was developed with the expertise of urban park and recreation leaders across our nation. This rich resource provides information for park and recreation agencies, school districts, and other youth serving organizations to make lasting changes for children's health and well-being in urban communities. Data was collected and summarized through a series of interviews, surveys, and round table discussions in order to capture a broad representation of urban communities across the country. The report reviews the importance of play in urban communities, defines the trends and unique characteristics, and discusses best practice strategies for developing and maintaining wholesome play environments.



*Any organization that chooses a Play & Park Structures playground is a friend to the environment!*

Material Type	Found in These Products	% Pre-Consumer	% Post-Consumer	% Recyclable
<b>Aluminum</b>	Structure uprights	65%	10%	100%
<b>Aluminum Castings</b>	Post caps, castings	0%	100%	100%
<b>Cardboard Packaging</b>	Packing, shipping	0%	45%	100%
<b>Injection Molded Plastics</b>	Handles, handholes, small components	15%	100%	100%
<b>Poly Tubing</b>	Packaging, shipping	40%	20%	100%
<b>Recycled Plastics</b>	Recycled roof, Recycled decks	0%	100%	100%
<b>Rotationally Molded Plastics</b>	Slides, tunnels, panels, roofs	0%	0%	100%
<b>Rotationally Molded Plastics</b>	Park Timbers	100%	0%	100%
<b>Rubber products</b>	Poured in place, bonded, shredded rubber surfacing	0%	100%	100%
<b>Steel Plates and Sheets</b>	Slides, decking, steps, roofs, site furniture, mirror panel, grills, speedy spinner	30%	68%	100%
<b>Stainless Steel</b>	Mirror panels, slides, tabs	0%	65%	100%
<b>Steel Tubing</b>	Play structure uprights, center supports, ladders, climbers, railings	0%	50%	100%

## Definitions:

**Pre-Consumer Recycling:** the recycling of production waste, seen as optimizing the efficiency of material use in manufacturing processes

**Post-Consumer Recycling:** the recycling of used products, the popular definition of recycling to conserve resources

**Recyclable:** Items that can be recycled for post-consumer use in areas where such recycling facilities are available

Play & Park Structures is dedicated to maintaining our environment through the use of recycled and reclaimed materials. These materials are used only when they do not affect the durability, strength or quality of our products. Play & Park Structures adheres to the federal requirements of the EPA and complies with the requirements of the Alabama Department of Environmental Management while maintaining their internal environmental management system.

# Color Palettes

Choose or create your own color palette

- 1 Roto Plastic
- 2 Plastic Attachments
- 3 Uprights
- 4 Metal Accents
- 5 Decks
- 6 HDPE



Tranquility

Visit [playandpark.com](http://playandpark.com) for more color inspirations and check out our Color Selector Tool on the Structure pages to customize colors for your project!

Design your play structure with confidence and creativity using our pre-defined collection of colors or customize your own to add a meaningful touch to your play area. Custom selections can mix-and-match any way you like.



Northwoods



Greenway



Natural



Inspire



Earth



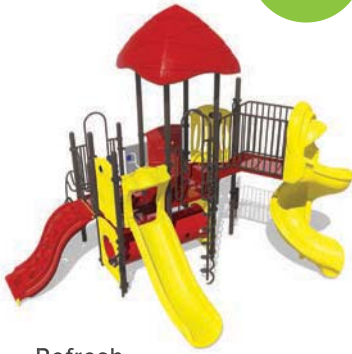
River Rock



Energetic



NEW!



Refresh

- 1 Yellow
- 2 Red
- 3 Bronze
- 4 Bronze
- 5 Red
- 6 Red



Cascade

- 1 Sky Blue
- 2 Night Sky Blue
- 3 Champagne
- 4 Light Green
- 5 Gray
- 6 Blue



Spring

- 1 Yellow
- 2 Spring Green
- 3 Metallic
- 4 Orange
- 5 Blue
- 6 Spring Green

Options

playandpark.com | 800.727.1907



Clear Sky

- 1 Blue
- 2 Gray
- 3 Sky Blue
- 4 Orange
- 5 Gray
- 6 Gray



Adventure

- 1 Gray
- 2 Night Sky Blue
- 3 Light Green
- 4 Plum
- 5 Gray
- 6 Blue



Nation's Best

- 1 Red
- 2 Blue
- 3 White
- 4 Blue
- 5 Blue
- 6 Red



Seascape

- 1 Blue
- 2 Beige
- 3 Green
- 4 Yellow
- 5 Blue
- 6 Green



United

- 1 Blue
- 2 Blue
- 3 White
- 4 Red
- 5 Red
- 6 Blue



Basics

- 1 Blue
- 2 Blue
- 3 Red
- 4 Yellow
- 5 Blue
- 6 Yellow



Limelight

- 1 Blue
- 2 Yellow
- 3 Spring Green
- 4 Spring Green
- 5 Blue
- 6 Blue



Spirited

- 1 Red
- 2 Yellow
- 3 Sky Blue
- 4 Spring Green
- 5 Red
- 6 Red



Cheers

- 1 Royal Purple
- 2 Gray
- 3 Champagne
- 4 Orange
- 5 Gray
- 6 Gray

# Custom Color Options

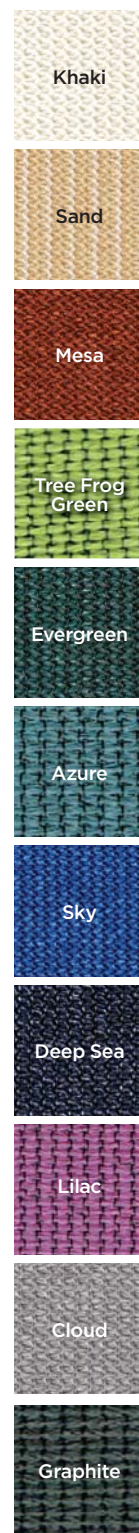
## HDPE Plastic

Available 1-color or 2-color for graphics



## Fabric Shade Color Options

All standard powder coat colors are available for metal accents.



Options

playandpark.com | 800.727.1907



## Plastisol Deck & Site Colors

Thermoplastic deck coating is available, ask your sales representative for more information.



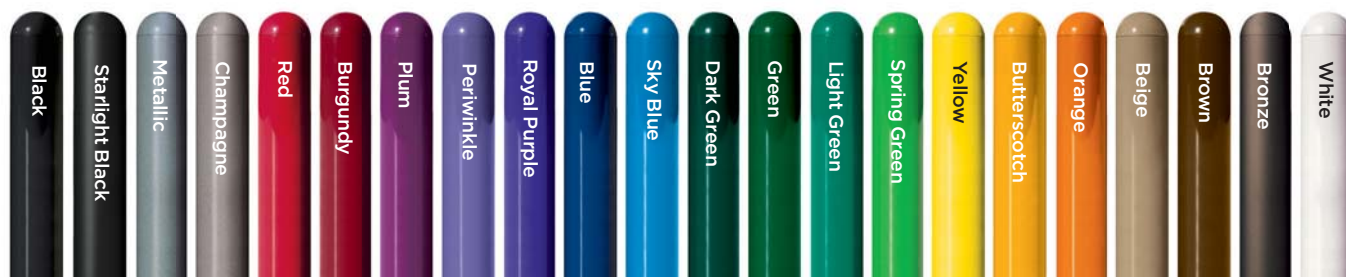
Recycled Deck Colors

## Cable Climber Colors



Play System	Availability	
BoulderScapes	●	
SuperMax®	●	●
DuraMax®	●	●
TotMax®	●	●
Skyline®	●	
Horizons	●	

## Metal Colors - Choose from 22 powder coat colors





# play & park structures® warranties

## Limited Lifetime Warranty

Limited lifetime warranty on all Play & Park Structures posts, clamps, post caps, and hardware.

## 15 Year Limited Warranty

15-Year limited warranty on SuperMax, DuraMax, totmax, Skyline, Early Horizons, rotomolded plastic components, decks, pipes, rails, loops, and rungs.

## 10 Year Limited Warranty

10-Year limited warranty on shade products, fiberglass signage, pressure treated pine, and redwood products utilized in site furnishings.

## 5 Year Limited Warranty

5-Year limited warranty on , HDPE panels, swing strap seats, post seats, and nylon-covered cable net climbers and components.

## 3 Year Limited Warranty

3-year limited warranty on spring bouncer C-type springs.

## 1 Year Limited Warranty

1-Year limited warranty on spring bouncer coil springs and all other Play & Park Structures products including moving parts.

## Terms & Conditions

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or Play & Park Structures invoice number.

## Play & Park Policies

**Specifications:** Specifications were current at the time of publication. Play & Park Structures has an ongoing policy of product improvement and therefore reserves the right to modify specifications or discontinue products without notice.

**Terms of Sale:** To governmental agencies and tax supported institutions, and those with approved credit, payment is due within 30 days from the date of invoice. A 1.5% per month finance charge will be imposed on all past due accounts. We also accept payment by VISA, MasterCard or American Express. All other orders will require a 50% deposit at the time of order entry. The balance will be due with a certified check upon receipt of shipment (C.O.D.).

**Prices:** Prices are F.O.B. factory and do not include freight charges. All prices listed were current at the time of publication and quoted in U.S. Funds. Due to the abnormally high cost of fuel and its impact on many of the materials used in our industry, quotations are valid for 30 days only and prices may be subject to material and fuel surcharges at the time of shipment. Prices are subject to change without notice. Current prices will apply at the time of shipment.

**Freight charges:** Freight charges are determined and collected by the carrier unless Play & Park Structures is requested and agrees to prepay and add these costs to the invoice.

**Taxes:** If applicable, taxes will be added to the invoice except when a tax-exempt certificate is provided with the purchase order at the time of order entry.

**Minimum Order:** Our minimum order is US \$50.00.

**Order Cancellation:** Once accepted, orders can be canceled only with the consent of Play & Park Structures, and on terms which will indemnify Play & Park Structures against loss. Canceled orders will be subject to a restocking fee. Equipment "built-to-order" is non-cancelable.

**Domestic Shipments:** Unless specifically given routing instructions on the purchase order, shipment will be made via the carrier we consider to be the most economical and practical in reaching the final destination. All domestic shipments are governed by ICC Regulations.

**Delays in Transit:** Play & Park Structures is not responsible for delays in transit and such delays shall not alter our invoicing terms. If your order does not reach you within a reasonable time after being advised that shipment went forward from our plant, Play & Park Structures will assist in the tracking process.

**Loss or Damage in Transit:** Play & Park Structures is not responsible for loss or damage in transit. When we release the material to the carrier, a bill of lading is signed which states that the shipment was received from us complete and in good condition. A copy of this bill of lading is forwarded to you with the shipment and should be checked carefully with the materials you received. Any shortage, discrepancy or damage must be noted on the delivery receipt and signed by the carriers' representative. Failure to note acceptations on the delivery receipt may impair your right to recovery from the carrier.

**Weights:** All published weights are estimated and include appropriate packing materials. Actual weights may vary slightly.

Pricing valid on orders received prior to November 30, 2018; orders must be shipped within 30 days.

\*For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

## PARTNERSHIP STANDARDS & ORGANIZATIONS

### CPSC



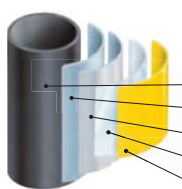
The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication several times since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

U.S. Consumer Product Safety Commission  
Washington, DC 20207  
Website: [www.cpsc.gov](http://www.cpsc.gov)  
E-mail: [info@cpsc.gov](mailto:info@cpsc.gov)



## Flo-Coat® Galvanized Steel Tubing

Galvanizing provides electrochemical protection to steel, in addition to forming a protective barrier. Allied's unique triple layer Flo-Coat galvanizing process goes even a step further by adding a conversion coating to passivate the zinc, and a clear polymer topcoat that reduces the general corrosion rate of the zinc. This synergy between the coatings allows the zinc to be more effective in protecting uncoated edges.



## ISO 14001

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## ISO 9001

An industry certification process issued by the International Organization for Standardization. It is used to measure manufacturing standards and to certify company compliance with quality control systems covering design, development, production, installation, inspection and testing.



## DOJ 2010 Standard for Accessible Design

Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. The Final rules, fact sheets and analysis are all available at the Department of Justice.

Access Board  
1331 F Street, NW, Washington, DC 20004-1111

Website: [www.access-board.gov](http://www.access-board.gov)  
E-mail: [ta@access-board.gov](mailto:ta@access-board.gov)

US Department of Justice:  
[www.ada.gov](http://www.ada.gov)



## ASTM International

ASTM International is an independent and world renowned developer of technical standards utilized in testing a multitude of products. ASTM's F15.29 committee met regularly for over a decade in the continual development of the F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. Throughout this catalog we state ASTM Use Zones in dimensional form per the ASTM F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use, which are minimum dimensions.

Consideration should be given to the number of users and their circulation patterns.

ASTM International

100 Barr Harbor Drive, PO Box C700

West Conshohocken, PA 19428-2959

Website: [www.astm.org](http://www.astm.org)  
E-mail: [service@astm.org](mailto:service@astm.org)



In the interest of public playground safety, the International Playground Equipment Manufacturer's Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV America, Inc., validates an equipment manufacturer's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 & 12.6.1; to CAN/CSA Z614, Children's Playspaces and Equipment, except clauses 9.8, 10 & 11, or both. The use of corresponding logo in Play & Park Structures' catalog signifies that Play & Park Structures has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms to the requirements of the indicated standard. Check the IPEMA website, [www.ipema.org](http://www.ipema.org), to confirm product validation.

IPEMA

4305 N. 6th Street, Suite A, Harrisburg, PA 17110

Website: [www.ipema.org](http://www.ipema.org)  
E-mail: [certification@ipema.org](mailto:certification@ipema.org)

## CSA

A large portion of Play & Park Structures equipment meets CSA standards, but please request structures that specifically meet that need if required.

## Services

### Flexible Financing Program

Through a strategic alliance with Navitas Corporation®, Play & Park is able to provide flexible financing for customers who require funding assistance on their next playground project. Complete our financing request form online at [playandpark.com](http://playandpark.com), and bring play opportunities to your school or community more quickly.

## National Demonstration Site

Learn more about becoming a national demonstration site for inclusive playgrounds, fitness focused play, a NatureGrounds® play space, or for physically active play. To learn more visit: [playandpark.com/national-demonstration-site-program](http://playandpark.com/national-demonstration-site-program)



# play&park structures®

A PLAYCORE Company

544 Chestnut Street,  
Chattanooga, TN 37402

## Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

Play & Park Structures  
Customer Service  
544 Chestnut Street  
Chattanooga, TN 37402

Or Contact you local Representative at  
**1-800-727-1907**

Within 60 days of notice of claim under warranty, Play & Park Structures will make arrangements to replace the damaged product. Play & Park Structures will cover freight costs within the continental United States. Play & Park Structures is not responsible for freight costs associated with products located outside the continental United States. Play & Park Structures reserves the right to inspect all products identified as damaged.

**Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.**

*Date of Purchase:* \_\_\_\_\_

*Purchaser:* \_\_\_\_\_

*Play & Park Invoice Number:* \_\_\_\_\_

\_\_\_\_\_  
*Authorized Play & Park Signature*

\_\_\_\_\_  
*Title*

See Park Structures on the web at [www.playandpark.com](http://www.playandpark.com)

To obtain a "GENERAL CERTIFICATE of CONFORMITY" as required by the "CONSUMER PRODUCT SAFETY IMPROVEMENT ACT OF 2008" follow the link below and enter your seven-digit customer order number.

[www.cpsia.playcore.com](http://www.cpsia.playcore.com)

