

TIPS VENDOR AGREEMENT

Between American Parks Company and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8
for

RCSP 180704 Playground Equipment and Installation Services (Part 2 JOC)

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

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines legality of the solicitation award as it relates to the requisite Means Unit Price Book.

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.

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

Agreements for purchase will normally be put into effect by means of a contract, agreement or 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 or as otherwise required by applicable statute or regulation.

Other Wage Rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

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

exempts or does not impose a tax on similar sales of items to this state or a political subdivision 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 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 authorized Assignee.

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 two (2) years with an option for renewal for additional two (2) consecutive one year terms years. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.** The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "**Termination for Convenience**". The Second one-year renewal term is only if both Parties agree.

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.

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 or contract 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.

Pricing

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, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member.

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

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. 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.

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 or 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. The vendor will be paid for goods and services delivered prior to the termination for convenience provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

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 and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

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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 subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. 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 TIPS or the TIPS Member 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 with 30 days'

notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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 or may terminate the Agreement according to the terms of this Agreement. 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.

Bonding

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and added to the purchase order or Contract.

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by 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 PO and/or an Agreement or Contract and shall take precedence over those in this 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) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as “the notice to proceed” as agreed by the Vendor and the TIPS Member. 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 or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. 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 per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member’s Legal Counsel may alter the terms of this subsection, “Scheduling of Projects”.

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.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

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 EFFECTIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. 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.

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 pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

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, bypassing the TIPS Agreement when the Member has requested the 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.

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 2 Only this form

Company Name American Parks Company

Address 230 E Hunt St, Suite 200

City McKinney State TX Zip 75069

Phone 1-800-381-4491 Fax 1-888-934-6441

Email of Authorized Representative brandon@americanparkscompany.com

Name of Authorized Representative Brandon LaVergne

Title Sales Manager

Signature of Authorized Representative Brandon LaVergne

Digitally signed by Brandon LaVergne
DN: cn=Brandon LaVergne, o=American Parks Company, ou,
email=brandon@americanparkscompany.com, c=US
Date: 2018.08.15 10:12:03 -0500

Date 8/15/18

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

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 Telephone
Bid Number	180704	Department Building		Fax
Title	Playground Equipment and Installation Services (2 Part) with JOC section			Email
Bid Type	RFP	Floor/Room		
Issue Date	7/5/2018 08:00 AM (CT)	Telephone	+1 (866) 839-8477 x	
Close Date	8/23/2018 03:00:00 PM (CT)	Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

Supplier Information

Company	American Parks Company (APC Brands, Inc)
Address	225 E Virginia Suite 1 McKinney, TX 75069
Contact	
Department	
Building	
Floor/Room	
Telephone	(800) 381-4491
Fax	(888) 934-6441
Email	
Submitted	8/23/2018 10:43:23 AM (CT)
Total	\$0.00

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

Signature Brandon Matthew LaVergne Email brandon@americanparkscompany.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 https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp 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.)	Supplies commercial equipment for parks/playgrounds including but not limited to playground structures, slides, swings, safety surfacing (wood fiber, rubber mulch, artificial turf, poured-in-place rubber, rubber safety tiles), outdoor fitness equipment, dog park equipment, site furnishings, shades, and shelters.
6	Primary Contact Name	Primary Contact Name	Brandon LaVergne
7	Primary Contact Title	Primary Contact Title	Sales Manager
8	Primary Contact Email	Primary Contact Email	brandon@americanparkscompany.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8003814491
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8889346441
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Chuck Wellenberger
13	Secondary Contact Title	Secondary Contact Title	Vice President and General Manager
14	Secondary Contact Email	Secondary Contact Email	chuck@apcbrands.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8003814491

16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8889346441
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Sylvia Jones
19	Admin Fee Contact Email	Admin Fee Contact Email	sylvia@apcbrands.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8003814491
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Brandon LaVergne
22	Purchase Order Contact Email	Purchase Order Contact Email	brandon@americanparkscompany.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8003814491
24	Company Website	Company Website (Format - www.company.com)	www.americanparkscompany.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	39-1720480
26	Primary Address	Primary Address	230 E Hunt St, suite 200
27	Primary Address City	Primary Address City	McKinney
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	75069
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	playground, slides, swings, climbers, safety surfacing, wood fiber, rubber mulch, rubber safety tiles, artificial turf, poured in place rubber, shade, shelter, benches, tables, grills, dog park equipment, outdoor fitness equipment, recycled material structures, spring riders, outdoor music play, trash receptacles, bike racks, bollards, planters, bleachers
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?	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?	Yes

32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	McKinney
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	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 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%.	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	Vendor agrees to remit to TIPS the required administration fee? 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.	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?	14
40	Resellers:	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. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. (If yes, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form	Yes

and submit the document in the "Response Attachments" RESELLERS section.

- | | | | |
|----|---|--|------------------------|
| 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? | No |
| 43 | NON-COLLUSIVE BIDDING CERTIFICATE | By submission of this bid or proposal, the Bidder certifies that:

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
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;
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;
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. | (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? | Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

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: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf There is an optional upload for this form provided if you have a conflict and must file the form. | 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)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

I affirm under penalty of perjury of the laws of the State of Texas that:

(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;

(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. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(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.

Instructions for Certification:

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. (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?

Yes

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?

Yes

55	2 CFR PART 200 Clean Air Act	<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).</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
56	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<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.</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
57	2 CFR PART 200 Federal Rule	<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)</p> <p>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).</p> <p>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 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. YES
- 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. YES

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. 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: 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: 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. See statute(s) for specifics or consult your legal counsel. 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
77 Insurance and Fingerprint Requirements Information	<p>Insurance 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 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: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form. 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 NCJU@txdps.state.tx.us 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	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	(No Response Required)
		<p>Potential uses of company logo:</p> <ul style="list-style-type: none"> * Your Vendor Profile Page of TIPS website * Potentially on TIPS website scroll bar for Top Performing Vendors * TIPS Quarterly eNewsletter sent to TIPS Members * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing) 	
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

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: American Parks Company
(Name of Corporation)

CHUCK WELLENBERGER certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Brandon LaVergne
(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

Sales 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

Rowell
SIGNATURE

AUGUST 22 2018
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.

Brandon LaVergne

Sales Manager

Printed Name authorized company officer

Title of authorized company officer

230 E Hunt St, Suite 200 McKinney TX 75069 800-381-4491

Address City State ZIP Phone

Signature **Brandon LaVergne** Date **8/15/18**

Digitally signed by Brandon LaVergne
DN: cn=Brandon LaVergne, o=American Parks Company, ou,
email=brandon@americanparkscompany.com, c=US
Date: 2018.08.15 14:04:30 -0500



August 16, 2017

The Interlocal Purchasing System
Region 8 Education Service Center
4845 US Hwy 271 North
Pittsburg, TX 75686

Re: APC Brands
RFP 180704 Playground Equipment and Installation Services

Dear Sir/ Madam:

Berkley Insurance Company, a corporation under the laws of the State of Delaware with an office and place of business located at 412 Mount Kemble Ave, Morristown, NJ 07960 represents APC Brands for its surety bonding needs. As of the date of this writing APC Brands remains in good standing with Berkley Insurance Company, which is affording continued surety credit for bonded obligations with single project sizes up to \$750,000 Single Limit within an aggregate bonded surety program of \$20,000,000 Aggregate Limit.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of Berkley Insurance Company's past experience and confidence in the firm. We reserve the right to review terms and conditions of any proposals, contract documents, bond forms, financial arrangements and other underwriting considerations at the time the contract is awarded.

If you have any questions or need any additional information, please do not hesitate to contact me.

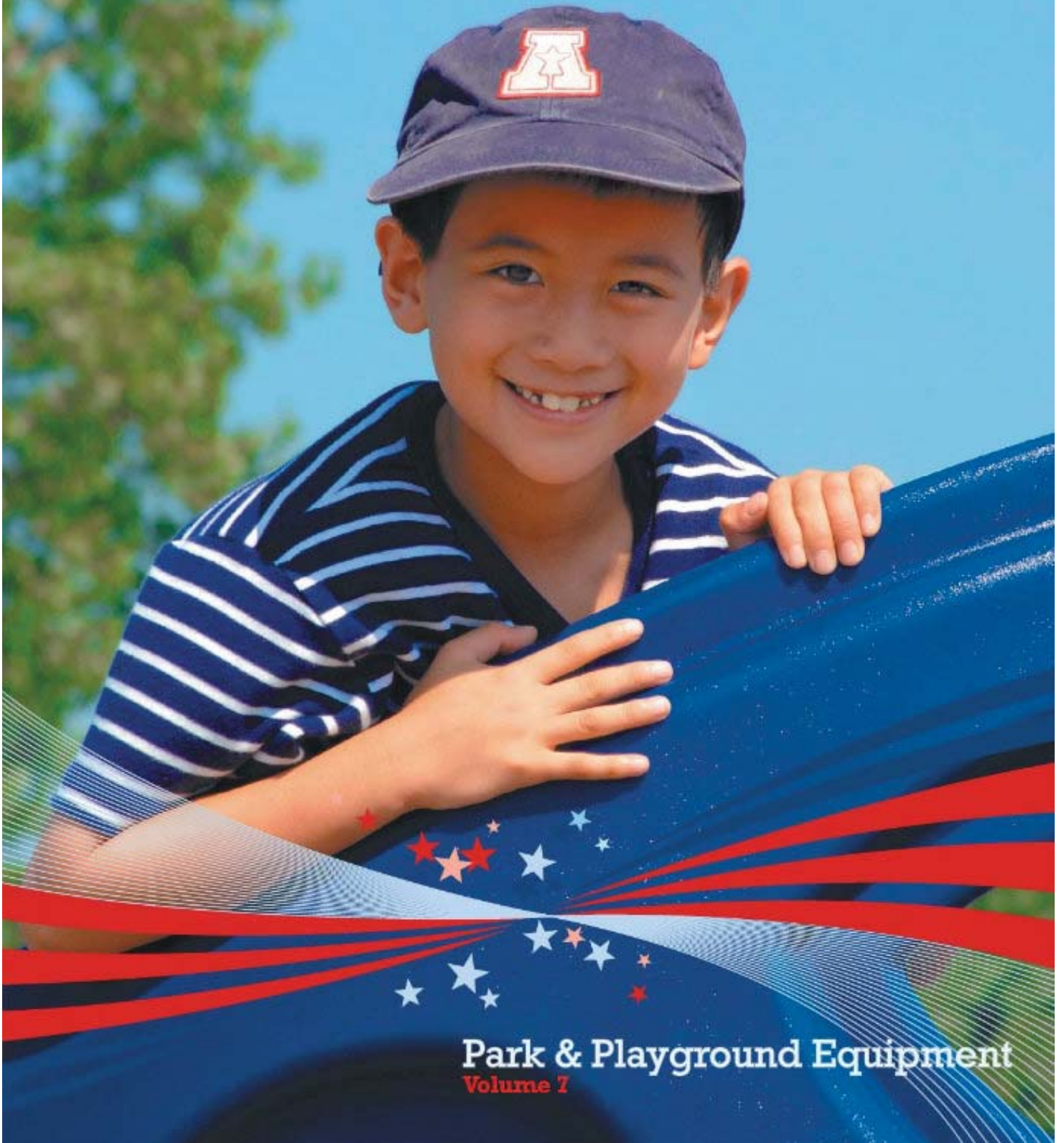
Sincerely,

A handwritten signature in blue ink, appearing to read 'Sylvia M. Ogle'.

Sylvia M. Ogle, Attorney in Fact
Berkley Insurance Company

A+ (Superior) Rating by A. M. Best Financial Size Category XV (\$2 Billion or greater)

AMERICAN PARKS ★ COMPANY



Park & Playground Equipment
Volume 7

Design

YOUR PLAYGROUND

Can you answer the following questions?



What is the size of your **play area**?

Knowing the square footage of your play area lets you determine the space available for your structure to safely fit. A simple measurement of length and width is typically all you need.



What are the **ages** of your children?

Are your children toddlers, ages 2-5, ages 2-12, or ages 5-12? This is important. Choosing age appropriate play components not only increases the fun factor, but it also minimizes accidents and serious injuries.



What is your **play-load**?

Each play structure is rated with a child capacity. This is the maximum number of children that should be accessing a play structure at any given time.

Do you need **professional installation services**?



American Parks Company offers a professional turn-key installation service for our commercial grade park and playground equipment. If you prefer to use your own resources it does not void your warranty!



What's your playground **budget**?

Aside from purchasing components, other items that drive prices are installation costs, freight, and safety surfacing. Understanding your maximum spending amount will allow you a more efficient planning process.



What play **components** are important to you?



Play **BEGINS HERE...**



Independent Play

2

Play Structures



18

30

Swings



33

Do-It-Yourself Structures



42

Sports & Fitness



44

Seating / Site Furnishings



49

Shade / Shelter



53

Surfacing & Amenities



55

Warranty



56

Options



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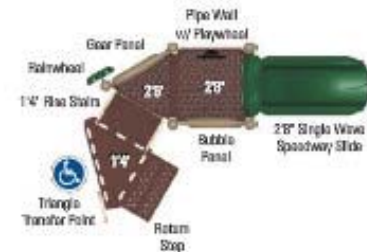
**AMERICAN
PARKS COMPANY**

Structures

FOR AGES 2-5 OR 5-12



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Happy Happy Happy PC-73394B

- Ages: 2-5 years
- Use Zone: 23' 2" x 19' 7" Child Capacity: 10-15
- Fall Height: 2' 8" Activities: 5

ADA	Elevated	Accessible by Transfer	Ground	Types
	4	4	1	1



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Busy Bee PC-3393A

- Ages: 2-5 years
- Use Zone: 26' 5" x 24' 8" Child Capacity: 20-30
- Fall Height: 2' 8" Activities: 7

ADA	Elevated	Accessible by Transfer	Ground	Types
	5	5	2	2





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Systems Feature

- ⊕ Commercial upright posts
- ⊕ Slip-resistant decks
- ⊕ Engaging activities
- ⊕ Deck heights to 8'



Tried 'n True PC-3391A

Ages: 5-12 years

Use Zone: 27' 5" x 24' 10" Child Capacity: 15-25

Fall Height: 2' 8" Activities: 7

ADA	Elevated	Accessible by Transfer	Ground	Types
	5	5	2	2



Scan the QR Code for a 360° Panoramic View



Prim 'n Proper PC-3392B

Ages: 2-5 years

Use Zone: 24' 10" x 25' 11" Child Capacity: 10-20

Fall Height: 4' Activities: 5

ADA	Elevated	Accessible by Transfer	Ground	Types
	4	2	1	1



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Nick Nack PC-73402A

- Ages: 2-5 or 5-12 years
- Use Zone: 26' 5" x 26' 2" Child Capacity: 15-25
- Fall Height: 4' Activities: 6

ADA	Elevated	Accessible by Transfer	Ground	Types
	4	4	2	2



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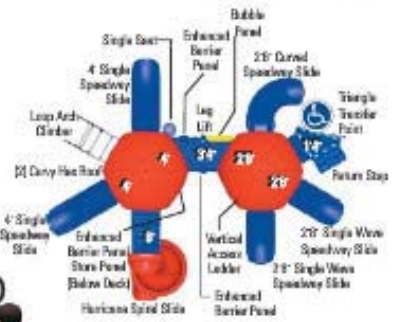


Mind Over Matter PC-73401A

- Ages: 5-12 years
- Use Zone: 36' 3" x 26' 1" Child Capacity: 35-45
- Fall Height: 8' Activities: 10

ADA	Elevated	Accessible by Transfer	Ground	Types
	7	7	3	3

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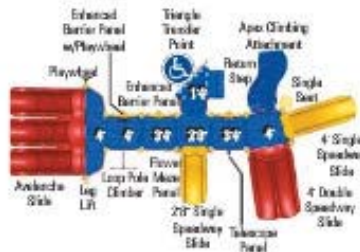
Raise The Roof PC-73395A

- Ages: 2-5 years
- Use Zone: 36' 0" x 31' 0"
- Child Capacity: 45-55
- Fall Height: 6' 4"
- Activities: 12



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ADA	Elevated	Accessible by Transfer	Ground	Types
	9	8	3	3



Super Slide PC-73396A

- Ages: 2-5 years
- Use Zone: 42' 2" x 26' 9"
- Child Capacity: 55-65
- Fall Height: 4'
- Activities: 13



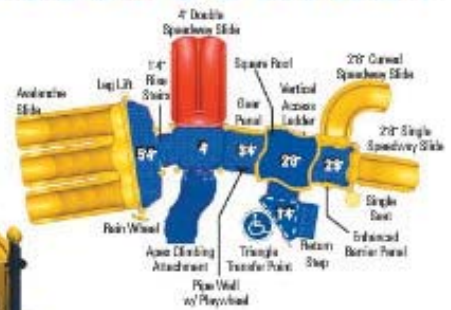
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ADA	Elevated	Accessible by Transfer	Ground	Types
	10	10	3	3



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Zig Zag PC-73399A

- Ages: 2-5 or 5-12 years
- Use Zone: 40' 7" x 26' 6"
- Child Capacity: 40-50
- Fall Height: 5' 4"
- Activities: 13

ADA	Elevated	Accessible by Transfer	Ground	Types
	10	8	3	3



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Peek A Boo PC-73400A

- Ages: 2-5 or 5-12 years
- Use Zone: 33' 11" x 28' 4"
- Child Capacity: 35-45
- Fall Height: 4'
- Activities: 12

ADA	Elevated	Accessible by Transfer	Ground	Types
	8	9	3	3

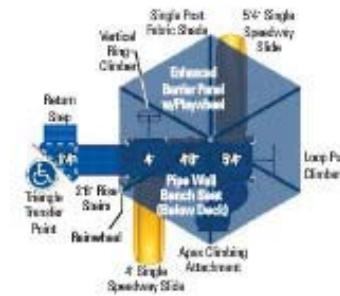


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Captain Cool PC-73405B

- Ages: 2-5 or 5-12 years
- Use Zone: 26' 10" x 29' 0" Child Capacity: 25-35
- Fall Height: 5' 4" Activities: 8

ADA	Elevated	Accessible by Transfer	Ground	Types
	8	6	2	2



Tiddlywinks PC-73406A

- Ages: 2-5 or 5-12 years
- Use Zone: 30' 0" x 28' 2" Child Capacity: 30-40
- Fall Height: 4' Activities: 9

ADA	Elevated	Accessible by Transfer	Ground	Types
	7	7	2	2



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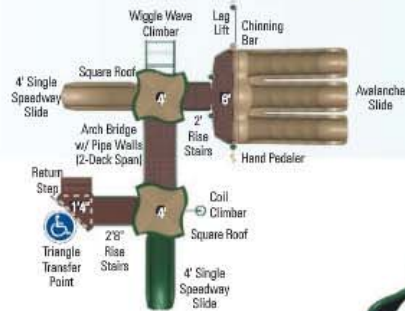


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Triple Double PC-73397A

-  Ages: 5-12 years
-  Use Zone: 35'3" x 36'1"
-  Child Capacity: 35-45
-  Fall Height: 6'
-  Activities: 11

ADA	Elevated	Accessible by Transfer	Ground	Types
	8	7	3	3

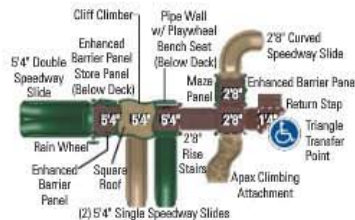


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Big Kahuna PC-73398A

-  Ages: 2-5 or 5-12 years
-  Use Zone: 41'1" x 30'5"
-  Child Capacity: 40-50
-  Fall Height: 5'4"
-  Activities: 12

ADA	Elevated	Accessible by Transfer	Ground	Types
	9	9	3	3



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Crazy Crawl PC-3407A

- Ages: 5-12 years
- Use Zone: 34' 7" x 26' 4"
- Child Capacity: 25-35
- Fall Height: 6'
- Activities: 6

ADA	Elevated	Accessible by Transfer	Ground	Types
	4	4	2	2



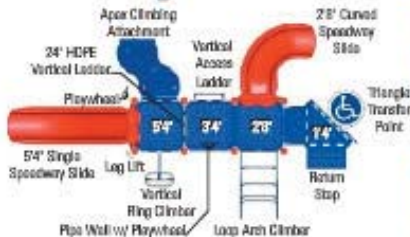
Double Dutch PC-3408B

- Ages: 2-5 or 5-12 years
- Use Zone: 33' 5" x 24' 0"
- Child Capacity: 25-35
- Fall Height: 5' 4"
- Activities: 9

ADA	Elevated	Accessible by Transfer	Ground	Types
	7	7	2	2



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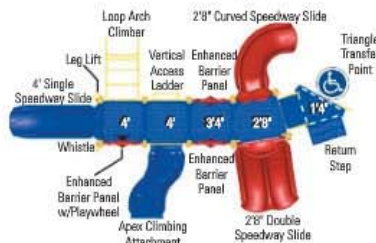
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Magic Mountain PC-3403B

- Ages: 2-5 or 5-12 years
- Use Zone: 34' 11" x 34' 5"
- Child Capacity: 35-45
- Activities: 11
- Fall Height: 5' 4"

ADA	Elevated	Accessible by Transfer	Ground	Types
	8	8	3	3



Rhyme 'n Reason PC-3404A

- Ages: 2-5 or 5-12 years
- Use Zone: 35' 4" x 25' 3"
- Child Capacity: 30-40
- Activities: 9
- Fall Height: 4'

ADA	Elevated	Accessible by Transfer	Ground	Types
	7	7	2	2



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Super Shade PC-73409A

- Ages: 5-12 years
- Use Zone: 51' 8" x 33' 2" Child Capacity: 55-65
- Fall Height: 6' Activities: 15



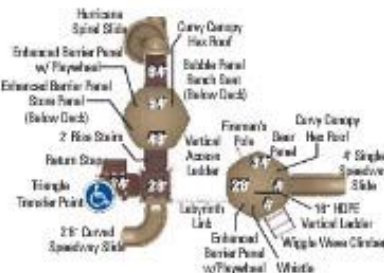
ADA	Elevated	Accessible by Transfer	Ground	Types
	11	7	4	3



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Round Robin PC-73410A

- Ages: 5-12 years
- Use Zone: 37' 0" x 35' 1" Child Capacity: 40-50
- Fall Height: 6' 4" Activities: 15



ADA	Elevated	Accessible by Transfer	Ground	Types
	11	6	4	3

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Bigger Is Better PC-3411A

- Ages: 5-12 years
- Use Zone: 38' 0" x 36' 8"
- Child Capacity: 50-60
- Fall Height: 8'
- Activities: 13

ADA	Elevated	Accessible by Transfer	Ground	Types
	9	9	4	3



Emily Bridges PC-73412C

- Ages: 5-12 years
- Use Zone: 46' 2" x 33' 8"
- Child Capacity: 50-60
- Fall Height: 7'
- Activities: 12

ADA	Elevated	Accessible by Transfer	Ground	Types
	9	9	3	3



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Out 'n About PC-3417A

- Ages: 5-12 years
- Use Zone: 33' 1" x 27' 9" Child Capacity: 15-25
- Fall Height: 6' Activities: 7

ADA	Elevated	Accessible by Transfer	Ground	Types
	5	5	2	2



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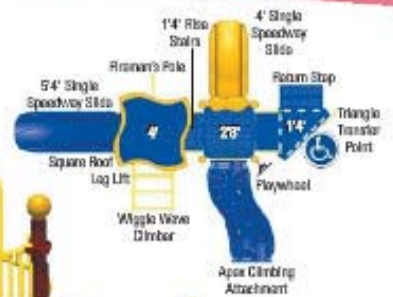
Apple A Day PC-3418A

- Ages: 5-12 years
- Use Zone: 30' 0" x 25' 5" Child Capacity: 20-30
- Fall Height: 4' Activities: 7

ADA	Elevated	Accessible by Transfer	Ground	Types
	5	5	2	2



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Right As Rain PC-73413A

- Ages: 5-12 years
- Use Zone: 35' 11" x 28' 7" Child Capacity: 25-35
- Fall Height: 6' Activities: 10

ADA	Elevated	Accessible by Transfer	Ground	Types
	7	6	3	3



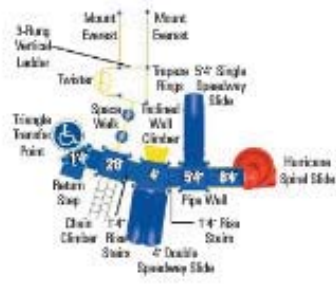
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Fun 'n Fit PC-73414

- Ages: 5-12 years
- Use Zone: 36' 0" x 37' 11" Child Capacity: 45-55
- Fall Height: 7' Activities: 10

ADA	Elevated	Accessible by Transfer	Ground	Types
	8	5	4	3



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Dawn To Dusk PC-8105

Ages: 5-12 years
 Fall Height: 8'
 Use Zone: 44' 6" x 47' 2"
 Child Capacity: 40-50



Daybreak Smiles PC-8102

Ages: 5-12 years
 Fall Height: 8'
 Use Zone: 28' x 45' 8"
 Child Capacity: 20-30



Ray Of Light PC-8104

Ages: 5-12 years
 Fall Height: 8'
 Use Zone: 38' 5" x 36' 11"
 Child Capacity: 25-35



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Monkey Maze PC-3415A

- Ages: 5-12 years
- Use Zone: 31' 0" x 32' 2"
- Child Capacity: 35-45
- Fall Height: 8'
- Activities: 11

ADA	Elevated	Accessible by Transfer	Ground	Types
	11	8	3	3

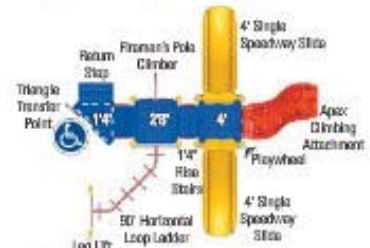


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Word To The Wise PC-3416A

- Ages: 5-12 years
- Use Zone: 29' 0" x 27' 11"
- Child Capacity: 15-25
- Fall Height: 7' 0"
- Activities: 7

ADA	Elevated	Accessible by Transfer	Ground	Types
	5	5	2	2





Early Riser PC-8101

Ages: 5-12 years Fall Height: 8'
 Use Zone: 36' 3" x 33' 5" Child Capacity: 20-30



Southern Lights PC-8114

Ages: 5-12 years Fall Height: 8'
 Use Zone: 41' 9" x 48' Child Capacity: 30-40



Soaring Sun PC-8107

Ages: 5-12 years Fall Height: 8'
 Use Zone: 35' x 61' 5" Child Capacity: 35-45

Call **800-381-4491** to order or visit us online at AmericanParksCompany.com



Independent Play

FOR AGES 2-5 OR 5-12



Rainwheel 68230

Musical Play Rocks!

Children of all ages enjoy exploring sound and music. This activity set encourages children both to hear and make music; promoting listening, language, math, and science skills, as well as both individual and group play. Choose from five different instruments that allow children to explore rhythm, tone, and harmony.

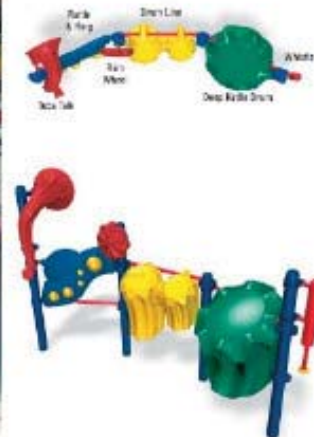


Music Bench SF-326



Quartet 67834

Child Capacity: 15 Use Zone: 21'4" x 15'0"



Free! Standards-Based Music Makers Activity Folder with every purchase* Each activity teaches children about a different aspect of music including tone, rhythm, creative movement and dance

*Excluding the purchase of a single Rainwheel!



Marching Band 67839

Child Capacity: 15 Use Zone: 21'4" x 15'0"

Independent Play

FOR AGES 2-5

Sand & Water Play

- ⊕ For ages 2-5
- ⊕ Available in colors shown
- ⊕ Stain-resistant plastic
- ⊕ Basins fitted with drains for easy maintenance
- ⊕ Basins include lids



Sand Spot 66524

Child Capacity: 2-4 Use Zone: 15'4" x 15'4"



Elevated Sand Table/Planter 67837

Child Capacity: 4-6
Use Zone: 17'6" x 17'6"



Sailboat Sandbox 66506

Child Capacity: 10 Use Zone: 15'4" x 15'4"



Paint & Play 66875P (Red) 66876N (Green)

Child Capacity: 4 Use Zone: 7'6" x 7'6"



Water Table EC-610

Child Capacity: 5 Use Zone: 9' x 9'



Scoop Digger with Seat 67841

Child Capacity: 1 Use Zone: 7'6" x 7'6"

Add Motion to Play!

An excellent way to add excitement and imaginative play to a new or existing playground. Colors as shown.



Spring Bouncers

- ✦ For ages 2-5
- ✦ Available in colors shown
- ✦ Standard surface mount
- ✦ Optional in-ground mount packages available

2-Rider Spring See Saw 02-07-0055

Use Zone: 20' x 13'



Solo Flyer 66547

Use Zone: 15'5" x 14'2"



Dolphin 66538

Use Zone: 15' x 13'7"



Horse 02-07-0053

Use Zone: 15' x 13'



Tire Bouncer 66548

Use Zone: 14'7" x 14'7"



Truck 02-07-0054

Use Zone: 15' x 13'

Call **800-381-4491** to order or visit us online at: **AmericanParksCompany.com**



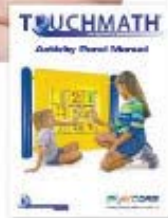
Outdoor Learning

- For ages 2-5
- Available in colors shown
- Available in playful or natural color theme

Friendship Table MEC-024 3/4" HDPE smooth top for writing or traditional slat top
 Child Capacity: 2-4 Size: 31 x 3'w x 2h



TouchMath® Panel MEC-046
 Each TouchMath Panel comes with:
 • Training Manual and DVD
 • Classroom Sampler and Activity Panel Poster
 • TouchMath Activity Panel Manual



Green Thumb Potting Shed EC-023
 Space Required: 13'0" x 16'6"



Puppet Theater Panel MEC-034
 Use Zone: 4'6" x 1'6"



a-maze Push-Pull 67802



Labyrinth MEC-118
 Space Required: 0'7" x 4'6"

Call **800-381-4491** to order or visit us online at: **AmericanParksCompany.com**

Independent Play

FOR AGES 2-5

Crawl Tunnels & Climbers

For ages 2-5



NetMax Super Mini 67777

Child Capacity: 2-5 Use Zone: 25'8" x 23'10"



Climb & Discover Cave MEC-027

Available in 12 roto-molded colors shown on page 57 Professional handholds available in 2 color schemes

Child Capacity: 9 Use Zone: 20'0" x 21'0"



Crawl Through Tunnel MEC-011

Child Capacity: 2-4 Use Zone: 4'6" x 3'0"



Big Tube Intersection MEC-011

Child Capacity: 3-4 Use Zone: 17'0" x 16'6"



MaxTwist Climber 67874

Available in colors shown on page 57

Child Capacity: 3-5 Use Zone: 23' x 16'



**Crawl Tunnel 02-07-0057-GRN (Green)
02-07-0057-RED (Red)**

- Includes surface mount footers and ground spikes
 - Assembly required
 - In-ground mount kit also available: # 02-05-0079 (sold separately)
- Use Zone: 16' x 15'



Moving Tunnels EC-625

Child Capacity: 3-5 Use Zone: 24'0" x 18'0"



Ground Level Play

- For ages 2-5
- Available in colors shown on page 57 unless otherwise listed

Cat's Den 66503 (colors as shown)

Use Zone: 16'0" x 18'0"



Early Childhood Horizontal Ladder PJHLAD

19-1/2" wide x 6' long x 52" high when installed

Use Zone: 18'0" x 14'0"



Patter Path 67500

Use Zone: 19'5'0" x 14'0"



Educational Activity Center 66507 (colors as shown)

Use Zone: 19'0" x 25'0"



Strata Bounce 67956

Use Zone: 21'10" x 14'6"



Embankment Slide MEC-109

Use Zone: 17'6" x 16'6"

Call **800-381-4491** to order or visit us online at: **AmericanParksCompany.com**

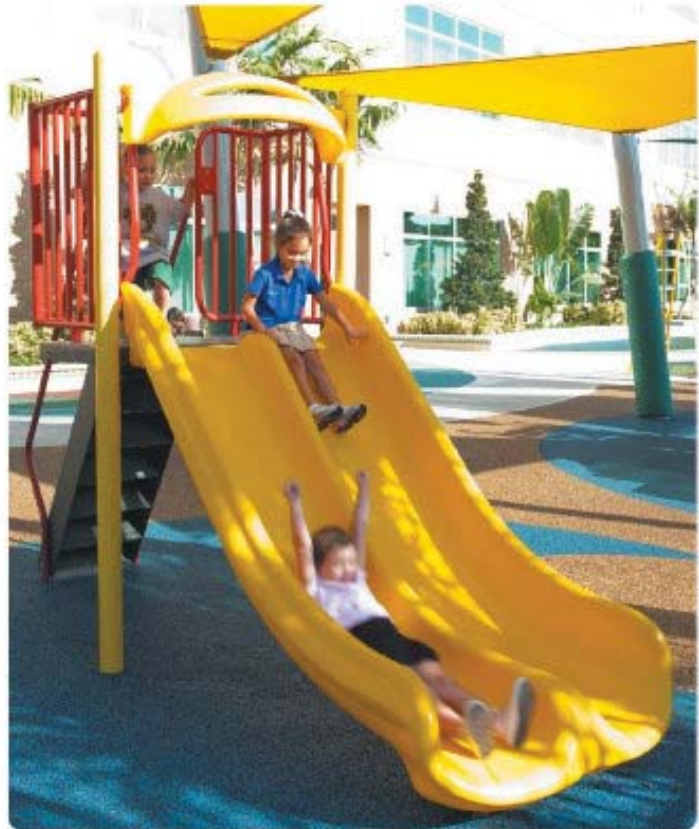
Freestanding Slides

- ✦ For ages 2-5
- ✦ Available in colors shown on page 57 unless otherwise listed
- ✦ Assembly and in-ground installation is required



Freestanding 3' Double Velocity Slide 67772

Use Zone: 16' 1" x 21' 2"



Freestanding 4' Double Velocity Slide 67773

Use Zone: 14' 7" x 26' 7"

Slides

Slides provide the opportunity to add fun to smaller spaces and to update your playground with minimal expense. Adding freestanding equipment can re-energize a playground and get kids of any age excited about outdoor play again.



6' Single Hillside Slide 65142

Use Zone: 16' 1" x 21' 2"



Freestanding 4' Slide SLIDE-P (colors as shown)

Use Zone: 24' 0" x 16' 0"



Motion Play

- For ages 2-5
- Available in colors shown on page 57

4-Seat Bounce Around 67535

Use Zone: 21' 8" x 21' 8"

Twin Spin



Twin Spin Seat 67826

Use Zone: 13' 6" x 13' 6"



Tilted Twin Spin 67828

Use Zone: 13' 6" x 13' 6"



Bouncing Button Step 67831

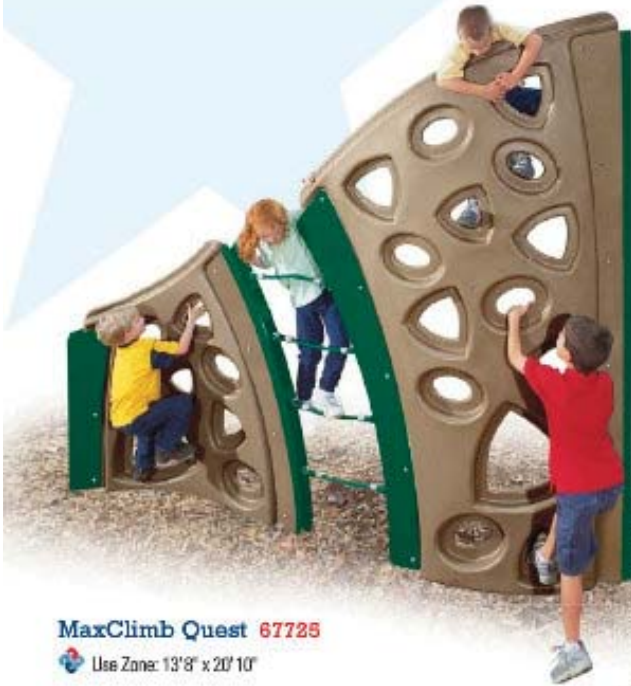
Use Zone: 15' 5" x 15' 5"



Call **800-381-4491** to order or visit us online at: AmericanParksCompany.com

Independent Play

FOR AGES 8-12



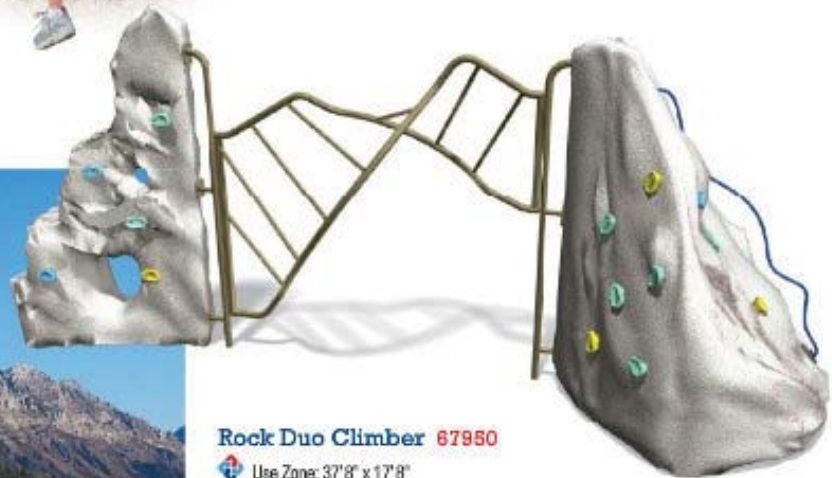
MaxClimb Quest 67725

Use Zone: 13' 8" x 20' 10"



NetMax High Stepper Regular 67759

Use Zone: 29' 8" x 29' 8"



Rock Duo Climber 67950

Use Zone: 37' 8" x 17' 8"



GeoDome PMOON

Use Zone: 20' 0" x 20' 0"

Independent Play

FOR AGES 8-12



Ring Race 67843

Five rows of colorful rings is the perfect play and fitness challenge all in one. Children can swing from ring to ring and create their own games and challenges by using the colors as a guide.

Use Zone: 18'7" x 27'3"



12' Single Track Ride 67806

Use Zone: 17'0" x 25'0"



6' Hurricane Slide 67723

Use Zone: 16'7" x 23'3"



Fly-A-Round 67988

Use Zone: 18'2" x 18'2"



Motion Activities

- For ages 5-12
- Available in colors shown on page 57

Speedy Spinner 67533

Use Zone: 18'7" x 27'3"



Log Roll 67771

Use Zone: 14'0" x 13'3"



Rock N' Cross 67990

Use Zone: 25'6" x 17'0"



FunTrainer 67907

Use Zone: 15'7" x 15'7"

Call **800-381-4491** to order or visit us online at: **AmericanParksCompany.com**



Climbers

- For ages 5-12
- Available in colors shown on page 57



Full Loop Arch Climber 67630

Use Zone: 14'5" x 20'7"



Climb-A-Round 67601

Use Zone: 20'6" x 18'6"



Tree Climber 67638

Use Zone: 14'3" x 14'6"



Silo Climber 67608

Use Zone: 16'9" x 16'9"

Call **800-381-4491** to order or visit us online at: **AmericanParksCompany.com**

Swings

FOR AGES 5-12



Standard Tripod Swing P67844
 Shown with (2) Strap Seats sold separately
 Child Capacity: 2 Use Zone: 32'9" x 31'

Standard Tripod Swing Configurations

Standard Tripod Swing configurations have 2-3/8" O.D. top rails and 2-3/8" O.D. support legs. Our swing frames feature a unique design that allows the addition of an Add-a-Bay unit without changing the swing casting. *Please note that Swing Seat packages are sold separately.*

Freestanding

Model	Frame	Beam Height	ASTM Use Zone
67844	Galvanized	8'	32'9" x 31'
P67844	Painted	8'	32'9" x 31'
67845	Galvanized	10'	34'7" x 39'
P67845	Painted	10'	34'7" x 39'

Add-A-Bay

67848	Galvanized	8'	Use zones depend on number of bays added
P67848	Painted	8'	
67849	Galvanized	10'	
P67849	Painted	10'	



Bipod Swings

- 8' high single bay or double bay frames
- 2-3/8" galvanized pipe top rail and 2-3/8" diameter legs
- Commercial strap seats or tot seats
- Powder coated blue (BLU) or green (GRN) yoke connectors
- Seats, swing hangers, chain and factory-closed S-hooks included with swing sets

Bipod Swings Include Seats!

Green Model	Blue Model	Description
PBP-8-1S-GRN	PBP-8-1S-BLU	8' Single Bay with Strap Seats
PBP-8-2S-GRN	PBP-8-2S-BLU	8' Double Bay with Strap Seats
PBP-8-1C-GRN	PBP-8-1C-BLU	8' Single Bay with Tot Seats
PBP-8-2C-GRN	PBP-8-2C-BLU	8' Double Bay with Tot Seats
PBP-8-2SC-GRN	PBP-8-2SC-BLU	8' Double Bay with (2) Strap Seats and (2) Tot Seats



Tot Seat



Strap Seat

Swing Seat & Hardware Packages

Packages include (1) seat, (2) hangers, (2) chains and (4) S-hooks

Model	Frame
02-07-0100	Commercial Strap Seat Package
02-07-0101	Commercial Tot Seat Package

Single Post Swings

Model	Design	Beam Ht./Top Rail	ASTM Use Zone
67860	[U]	8' high, 3-1/2" O.D.	32'3" x 24'11"
67861	[UUUU]	8' high, 3-1/2" O.D.	32'3" x 37'4"



WARNING - Installation over a hard surface such as concrete, asphalt, or packed earth may result in serious injury from falls.



Swing Packages

- For ages 5-12
- Swing Seat packages sold separately

5" O.D. Arch Tire Swing

Our superior rotationally molded Tire Swing, a super-strong galvanized steel ring that provides the structural support for this lightweight Tire Swing alternative. Ages 2-12

Model	Description	Beam Ht./Top Rail	ASTM Use Zone
67567	Single Bay	8' high, 5" O D	20'6" x 26'11"
67652	Add-A-Bay	8' high, 5" O D	20'6" x 14'5"



5" O.D. Oval Swing

Model	Beam Ht./Top Rail	ASTM Use Zone
67947	8' high, 5" O D	28' x 23'7"



Freestanding Arch Swings

Arch Swing systems are constructed from galvanized steel tubing top beams, arches, and posts. Choose swing seat packages on page 32.



3-1/2" O.D. Arch Swing **67658**

Above: Shown with (2) Strap Seats sold separately

Left: Shown with (4) 67620 Add-A-Bays, and (10) Strap Seats sold separately

3-1/2" O.D. Arch Swings

Model	Description	Beam Ht./Top Rail	ASTM Use Zone
67658	Single Bay	8' high, 3-1/2" O D	32' x 24'10"
67620	Add-A-Bay	8' high, 3-1/2" O D	32' x 12'5"

Note: Swing Seats not included. See page 32 for a complete listing of Swing Seat packages.

Call **800-381-4491** to order or visit us online at: **AmericanParksCompany.com**

Swings

FOR AGES 5-12



Made-for-Me* Swing Seat

Children come in all shapes and abilities, which is why we designed the Made-for-Me Swing Seat in two different sizes: Small for ages 2-5 and Large for ages 5-12

2-3/8" O.D. Top Rails			
Model	Ages	Chain	Top Rail
67857	5-12	galvanized	8'
67867	5-12	stainless	8'
67861	2-5	galvanized	8'
67861	2-5	stainless	8'
67858	5-12	galvanized	10'
67868	5-12	stainless	10'

3-1/2" O.D. Top Rails			
Model	Ages	Chain	Top Rail
67855	5-12	galvanized	8'
67865	5-12	stainless	8'
67860	2-5	galvanized	8'
67860	2-5	stainless	8'
67856	5-12	galvanized	10'
67856	5-12	stainless	10'



* Model numbers are for seats with yellow braces, beige braces are available upon request



5-12 Made-for-Me Seat
Chair brace is available in beige or yellow



2-5 Made-for-Me Seat
Chair brace is available in beige or yellow

One-for-All Swing Seat

One-for-All Seats offer another option for extra stability for children with disabilities. Optional Seat Restraint available.

2-3/8" O.D. Top Rails			
Model	Ages	Chain	Top Rail
67737	5-12	uncoated	8'
SS7737	5-12	stainless	8'

3-1/2" O.D. Top Rails			
Model	Ages	Chain	Top Rail
67734	5-12	uncoated	8'
SS7734	5-12	stainless	8'



* Model numbers are for seats with yellow braces, beige braces are available upon request

Swing Seat Packages

S-Hook Attachments

2-3/8" O.D. Top Rails			
Model	Style	Chain	Top Rail
67601	Tot Seat	coated	8'
67582	Tot Seat	uncoated	8'
SS7582	Tot Seat	stainless	8'
67605	Strap Seat	coated	8'
67586	Strap Seat	uncoated	8'
SS7586	Strap Seat	stainless	8'
67607	Strap Seat	coated	10'
67586	Strap Seat	uncoated	10'
SS7586	Strap Seat	stainless	10'

3-1/2" O.D. Top Rails			
Model	Style	Chain	Top Rail
67602	Tot Seat	coated	8'
67583	Tot Seat	uncoated	8'
SS7583	Tot Seat	stainless	8'
67606	Strap Seat	coated	8'
67587	Strap Seat	uncoated	8'
SS7587	Strap Seat	stainless	8'



S-Hook Attachment

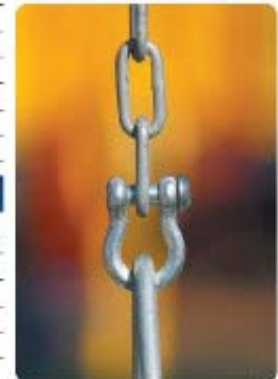


Ask about our Anti-Wrap Swing Hanger!

Clevis Attachments

2-3/8" O.D. Top Rails			
Model	Style	Chain	Top Rail
67609	Tot Seat	coated	8'
67590	Tot Seat	uncoated	8'
SS7590	Tot Seat	stainless	8'
67616	Strap Seat	coated	8'
67596	Strap Seat	uncoated	8'
SS7596	Strap Seat	stainless	8'
67618	Strap Seat	coated	10'
67599	Strap Seat	uncoated	10'
SS7599	Strap Seat	stainless	10'

3-1/2" O.D. Top Rails			
Model	Style	Chain	Top Rail
67610	Tot Seat	coated	8'
67591	Tot Seat	uncoated	8'
SS7591	Tot Seat	stainless	8'
67616	Strap Seat	coated	8'
67597	Strap Seat	uncoated	8'
SS7597	Strap Seat	stainless	8'



Clevis Attachment



Wear Mats 161292 Dimensions: 3' 8" x 4' 0"



Do-It-Yourself

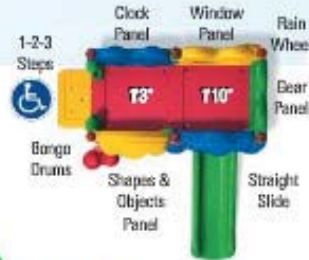
PLAY SYSTEMS FOR AGES 6-23 MONTHS, 2-5 OR 5-12 YEARS



Discovery Center Seedling **DC-SEED**

- Ages: 6-23 months
- Child Capacity: 6-8 kids
- Fall Height: 2'
- Activities: 8
- Use Zone: 13'8" x 13'5" w/o roof, 13'10" x 13'8" with roof

For supervised areas.



DC-SEED Top View

Mounting Kits (Required)

For Loose Fill

- 02-08-0168** Anchor Bolt
- 02-08-0167** Ground Spike

For Unitary Surfacing

- 02-08-0168** Anchor Bolt
- 02-08-0168** Inground Kit

ASTM standards

recommend shade for all 6-23 month areas. See pages 49-51 for shade options.

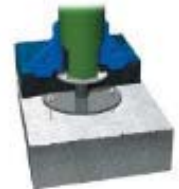
Built To Last

Made from durable, commercial playground materials including heavy duty galvanized steel uprights. Surface Mount and inground kits sold separately.

Attractive covers protect connections and provide a finished look.



E7 INSTALL Ground Spikes



Anchor Bolt



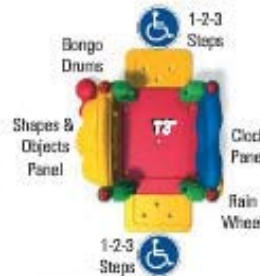
Inground Kits



Discovery Center Sprout **DC-SPROUT**

- Ages: 6-23 months
- Child Capacity: 6-8 kids
- Fall Height: 2'
- Activities: 6
- Use Zone: 13'8" x 13'5" w/o roof, 13'10" x 13'8" with roof

For supervised areas. Meets ASTM F2373 standards and CPSC standards for ages 6-23 months.



DC-SPROUT Top View

Mounting Kits (Required)

For Loose Fill

- 02-08-0163** Anchor Bolt
- 02-08-0164** Ground Spike

For Unitary Surfacing

- 02-08-0163** Anchor Bolt
- 02-08-0165** Inground Kit

**Not for installation over hard surfaces such as concrete, asphalt, or packed earth. Refer to ASTM F2373 for public and supervised surfacing and use zone requirements. ASTM F2373 is available for purchase at www.astm.org*



Systems Feature

- ⊕ Commercially compliant
- ⊕ Superior detail and variety for hours of activity
- ⊕ Easy to install
- ⊕ Affordable



Discovery Center 1 DC-1SM

This efficient design is ideal for home early childhood centers, and can be used indoors or outside.

- Ages: 2-5 years
- Use Zone: 22' 0" x 27' 0" Child Capacity: 5-10
- Fall Height: 4' Activities: 7

ADA	Elevated	Accessible by Transfer	Ground	Types
	5	0	2	3



Mounting Kits (Required)

For Loose Fill

- 02-08-0201 Anchor Bolt
- 02-08-0200 Ground Spike

For Unitary Surfacing

- 02-08-0201 Anchor Bolt
- 02-08-0202 Inground Kit



Kids will discover lady bugs, ants and snails in the Vine Climber

Discovery Center 2 DC-2MR

Maximum play value is packed into a compact design, inspiring fine and gross motor development. Includes all activities from DC-1SM plus Clock Panel.

- Ages: 2-5 years
- Use Zone: 22' 0" x 27' 0" Child Capacity: 10-15
- Fall Height: 4' Activities: 7

ADA	Elevated	Accessible by Transfer	Ground	Types
	7	0	2	4

Mounting Kits (Required)

For Loose Fill

- 02-08-0204 Anchor Bolt
- 02-08-0203 Ground Spike

For Unitary Surfacing

- 02-08-0204 Anchor Bolt
- 02-08-0205 Inground Kit



*Not for installation over hard surfaces such as concrete, asphalt, or packed earth. Refer to ASTM F2373 for public and supervised surfacing and use zone requirements. ASTM F2373 is available for purchase at www.astm.org



Discovery Centers

Discovery Centers offer a variety of standards-based developmental and educational activities that spark the imagination and inspire exploration



Discovery Center 4 DC-4LG

Our most popular design provides multiple climbing and sliding opportunities for up to 20 children. Meets or exceeds ADA guidelines for accessibility. Most activities from DC-2MR plus Bench Seat and second Slide.

- Ages: 2-5 years
- Use Zone: 27' 0" x 28' 0" Child Capacity: 15-20
- Fall Height: 4' Activities: 10



Mounting Kits (Required)

For Loose Fill

- 02-08-0207** Anchor Bolt
- 02-08-0208** Ground Spike

For Unitary Surfacing

- 02-08-0207** Anchor Bolt
- 02-08-0208** Inground Kit

ADA	Elevated	Accessible by Transfer	Ground	Types
	8	0	4	4

Discovery Center 5 DC-5XLG

Superior detail and variety for hours of activity and increased teacher interaction. Meets or exceeds ADA guidelines for accessibility. All activities from DC-4LG plus Store Panel, Shapes & Colors Panel, and a longer Curved Slide for added play value.

- Ages: 2-5 years
- Use Zone: 28' 0" x 31' 0" Child Capacity: 20-25
- Fall Height: 4' Activities: 12



ADA	Elevated	Accessible by Transfer	Ground	Types
	7	0	5	5



Mounting Kits (Required)

For Loose Fill

- 02-08-0210** Anchor Bolt
- 02-08-0208** Ground Spike

For Unitary Surfacing

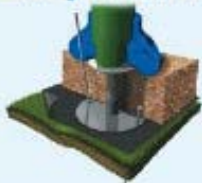
- 02-08-0210** Anchor Bolt
- 02-08-0211** Inground Kit



All Discovery Centers exclusively feature a **TouchMath® learning panel** and free printed curriculum for bringing learning outdoors. TouchMath is an award-winning multisensory math curriculum designated for ages 2-5 years old.

Call **800-381-4491** to order or visit us online at: AmericanParksCompany.com

Easy Install



No Concrete or Digging Required



Color it

Playful

Natural

UP Front Triple Deck Play System

Triple tower structure with compact "L" shape, 4' climbers and slides. Includes 11 play events for early childhood development.

- 👤 Ages: 2-5 years
- 📏 Use Zone: 32'0" x 36'0"
- 👶 Child Capacity: 20-30
- ⚠️ Fall Height: 4'
- 🎮 Activities: 11

ADA	Elevated	Accessible by Transfer	Ground	Types
★	9	9	4	3

UP & Over Double Deck Play System

Two towers with classic 4' play events. Two ways up and two ways down.

- 👤 Ages: 2-5 years
- 📏 Use Zone: 28'0" x 30'0"
- 👶 Child Capacity: 15-20
- ⚠️ Fall Height: 4'
- 🎮 Activities: 8

ADA	Elevated	Accessible by Transfer	Ground	Types
★	6	6	3	2

Ships in 5 days





UPlay Today 2-5

- Value-priced for mid to large-sized early childhood centers, churches, and apartment complexes
- Build it in one day for a quick volunteer project
- Meets ADA requirements

AMERICAN
PARKS ★ COMPANY

UP Start Single Deck Play System

Classic single tower structure.

- Ages: 2-5 years
- Use Zone: 26' 0" x 25' 0"
- Child Capacity: 10-15
- Fall Height: 4'
- Activities: 5

ADA	Elevated	Accessible by Transfer	Ground	Types
★	3	3	3	2

IPEMA Certified
Meets Commercial Standards

IPEMA MEMBER

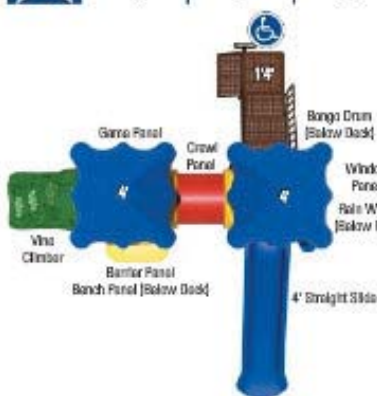


UP & Down Double 4' Deck Play System

Two 4' towers with slide & climber. Ideal for smaller space that serves ages 2-5 years.

- Ages: 2-5 years
- Use Zone: 27' x 39'
- Child Capacity: 15-20
- Fall Height: 4'
- Activities: 7

ADA	Elevated	Accessible by Transfer	Ground	Types
★	8	6	3	2



ADA Accessible
Meets ADA Requirements

Call **800-381-4491** to order or visit us online at: AmericanParksCompany.com

Color it

Playful

Natural

UP & UP Double Deck Play System

Two towers with 6' and 4' slides and climbers. Ideal for smaller spaces that serve ages 5-12.

- Ages: 5-12 years
- Use Zone: 29'0" x 37'0" Child Capacity: 15-20
- Fall Height: 6' Activities: 8

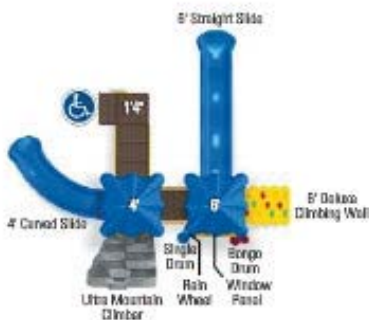
ADA	Elevated	Accessible by Transfer	Ground	Types
	5	5	3	2



Double Take Double Deck Play System

- Ages: 5-12 years
- Dimensions: 30'4" x 35'2" Child Capacity: 15-25
- Fall Height: 6' Activities: 8

ADA	Elevated	Accessible by Transfer	Ground	Types
	5	5	3	2





UPlay Today 5-12

- ⊕ Value priced for a large church, apartment complex, or community center
- ⊕ The Space Saver version creates a smaller use zone, which means less surfacing to purchase
- ⊕ Meets ADA requirements

UP & Away Triple Deck Play System

Three towers with 6' and 4' slides and climbers. Fits into long, narrow play spaces.

- 👤 Ages: 5-12 years
- 📏 Use Zone: 46' 0" x 27' 0"
- 👥 Child Capacity: 20-30
- 📏 Fall Height: 6'
- 🎯 Activities: 10



ADA	Elevated	Accessible by Transfer	Ground	Types
★	0	0	4	3



\$AVE MONEY

Affordable

Great for Volunteer Builds

Trifecta Triple Deck Play System

- 👤 Ages: 5-12 years
- 📏 Dimensions: 42' 3" x 40' 3"
- 👥 Child Capacity: 20-30
- 📏 Fall Height: 6'
- 🎯 Activities: 9

ADA	Elevated	Accessible by Transfer	Ground	Types
★	0	0	3	2

Call **800-381-4491** to order or visit us online at: AmericanParksCompany.com



Starter System

Ideal for larger class sizes wanting more creative pieces, this is the smallest kit offering our Loop Ring!

- Ages: All
- Ground Level Activity
- Child Capacity: 30-40
- Average Space Needed: 25' 0" x 25' 0"

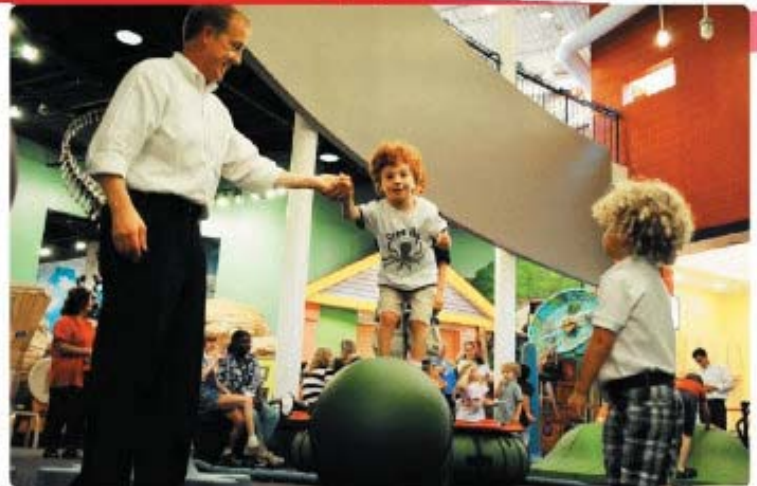
	Wave	Bump	Loop Ring	Cone	Wall	Pad	Spider	Noodle
Items:								
Qty:	4	3	6 Pieces	2	2	1	1	10

Max System

Large number of pieces can be used in multiple settings with larger groups of children.

- Ages: All
- Ground Level Activity
- Child Capacity: 40-60
- Average Space Needed: 35' 0" x 35' 0"

	Wave	Bump	Compact Loop	Cone	Wall	Pad	Spider	Noodle
Items:								
Qty:	8	4	9 Pieces	2	4	2	2	20



Ultimate System

Our largest system contains architectural elements, such as the loop and mound, to offer the most opportunities for creative play.

- Ages: All
- Ground Level Activity
- Child Capacity: 60-80
- Average Space Needed: 40' 0" x 40' 0"

	Wave	Bump	Full Loop	Cone	Wall	Pad	Spider	Noodle	Mound
Items:									
Qty:	8	6	18 Pieces	2	4	2	2	20	1

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Snug Play USA

- ✚ Create endless configurations
- ✚ Requires no installation
- ✚ Can be used indoors or out



Scan the QR Code to see snug in play

Play systems powered by a child's imagination.

Snug Play Systems are an innovative new type of play equipment that consists of large scale, manipulative and movable elements!



Ten Play Inspiration activity cards, created by educators, are included with every purchase of Snug Play

Mini System

An entry level kit for a smaller number of children.

- 👤 Ages: All
- 📍 Ground Level Activity
- 👥 Child Capacity: 10-20
- 📏 Average Space Needed: 12' 0" x 12' 0"

	Wave	Bump	Wall	Noodle
Items:				
Qty:	2	2	1	10



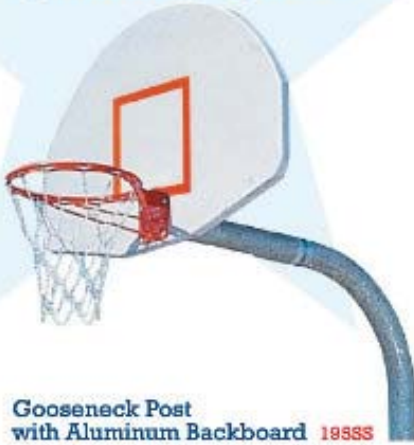
Beginner System

Great for the average classroom of children in a small setting.

- 👤 Ages: All
- 📍 Ground Level Activity
- 👥 Child Capacity: 20-30
- 📏 Average Space Needed: 15' 0" x 15' 0"

	Wave	Bump	Cone	Wall	Pad	Spider	Noodle
Items:							
Qty:	2	2	1	2	1	1	10

Sports Equipment



Gooseneck Post with Aluminum Backboard 1858S

Includes 4' Offset, white aluminum backboard with Shooter's Square, lifetime rim, nylon net and hardware



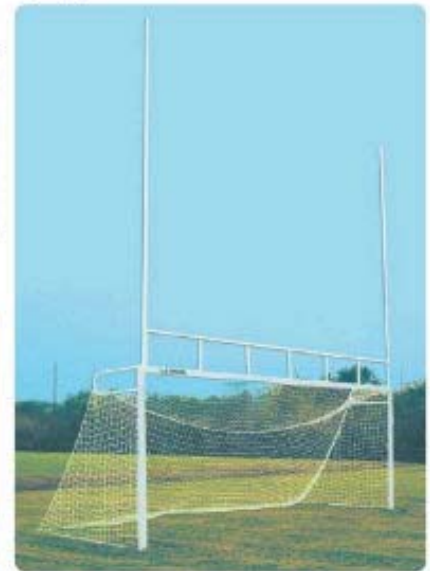
Baseball Backstop 3078S

10' Backstop with hood and wings. Permanent backstops are constructed by installing supplied 2-3/8" pipe supports approximately every 10' in concrete footings. Then simply bolt pre-fabricated 5' x 10' panels in place to create your finished backstop. 5' x 10' panels are composed of 1-5/16" O D galvanized tubing with center reinforcing brace and 8 gauge galvanized woven wire.



Elite Club Goals 1068S

8' x 24', 4' deep Aluminum Goals (Ground Anchors and 3mm white net included)



Football / Soccer Combo Goal

Model	Description
2568S	Football/Soccer Combo Goal (set)
1218S	Combo Goal Net 8' x 24' x 4' (pair)
2878S	Combo Ground Sleeves (4, optional)

Soccer goal main frame is 8'H x 24'W x 3'D constructed of 2" x 4" heavy wall steel tubing. Equipped with 3' deep European style backstays. Football goal frame is 10'H x 23'4"W with 15' uprights constructed of 2" steel tubing. White powder coated finish. Designed for permanent or semi-permanent installation with 24" ground insertion. Overall height of goal - 25'. Nets & optional ground sleeves sold separately.



Tetherball 87646

10' Post, Ball and Cord, 2-3/8 inch O D (6 cm) galvanized steel pipe for strength and resistance to rust and weather. Complete with ball and cord. Ground sockets for semi permanent installation with #343 post. Also available powder coated.



10' Ball Toss 87693

3'2" (97 cm) square top goal opening. 3-1/2" (9 cm) O D powder coated galvanized pipe upright. 10' (3 m) height. Exit holes have 12" (31 cm) O D, for basketballs.



6' Rectangular Multi-Pedestal Table 348-CDR6

Cedar Recycled Plastic Planks, Black Frame

The 6' 348 series Rectangular Multi-Pedestal Tables are available as inground (S), or surface mount (SM)

Standard Features:

- 4" x 4" square all MIG welded frame with all zinc plated hardware

Site Furnishings

- Rectangular Table
- Early Childhood Table
- Pedestal Table
- Multi-Pedestal Table



6' Extra Heavy-Duty Rectangular Table 238-V6

Blue Diamond Planks, Black Frame

The 238 Rectangular Table continues to be our most popular table. Choose from 20 powder-coated frame colors and 8 thermoplastic coated plank colors, on page 47

Standard Features:

- 2-3/8" O D frame with 1-1/16" O D brace
- All MIG welded frame with walk through design
- All stainless steel hardware
- Portable and/or surface mount



6' Rectangular Preschool Table 158PS-V6

Blue Diamond Planks, Blue Frame

The Rectangular Preschool Table is available in a 6' length with rounded corners. The 20" high table has a 1-5/8" O D frame. This table is portable.

- 1-5/8" O D all MIG welded pipe with 1-1/16" O D brace
- Walk through design
- All stainless steel hardware



6' Heavy-Duty Rectangular Table 158-V6

Green Diamond Planks, Black Frame

The 158 Rectangular Table is one of our most popular tables. Choose from 20 powder-coated frame colors and 8 thermoplastic coated plank colors. See page 47

Standard Features:

- 1-5/8" O D all MIG welded frame
- 1-1/16" O D brace
- Thermoplastic planks with powder-coated frame
- All stainless steel hardware
- Portable and/or surface mount



46" Round Single Pedestal Table 338SM-RDV

Red Diamond Planks, Black Frame

The 338 Table is an all welded frame with 4" x 4" square center post and heavy-duty round extension arms supporting the seats. The surface mount option is a large 4-hole plate welded to the center post.

- 46" round top table with standard 1-5/8" I D umbrella hole
- 4" x 4" square post frame with 2-7/8" O D round support arms
- Thermoplastic planks with powder-coated frame
- All stainless steel hardware

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Energize

Adult Fitness Equipment

• Ages 13+

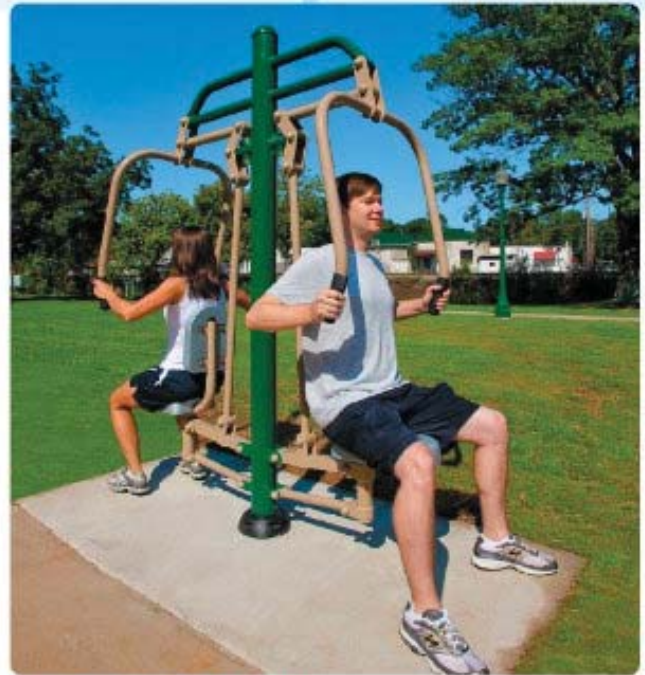
YOUR RECREATION SPACE WITH OUTDOOR FITNESS

Health Trail

Want to get some exercise while your children are playing on the playground? These Health Trail stations are the solution. Because they incorporate moving parts similar to gym equipment, adults can get exercise while staying in one place to continue supervision. By incorporating these pieces into your recreation area, you create an active multi-generational environment. Available only in green and beige colors shown.



Seated Leg Press 87943



Seated Chest Press 87941



Rowing Machine 87942



Total Body Row 87940



Cardio Walker 87939

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Seating

- Permanent Bleachers
- Portable Bleachers

5 Row National Rep Bleacher

NR-0516AMC (Aluminum) **NR-0516GMC** (Galv)

Quality, economical stationary bleacher seating is 5 Rows x 15' long x 9'5" deep Ships in 7 days

Standard Features:

- 8" Rise/24" tread
- 10" Seat plank
- 17" front row seat height
- 50 Seats
- Aluminum frame
- Chain link guardrail
- Aisle with handrails
- Towable

Additional Options:

- Aluminum or galvanized vertical picket guardrail
- Galvanized frame
- ADA
- Mud sills (wood sleepers)
- Towable
- Rubber bumpers
- Tip N Roll



Chain Link Guardrail



Transport Kit Available



10 Row GTG Series Bleacher

GS-1021ADC-A (Aluminum) **GS-1021GDC-A** (Galvanized)

Low maintenance bleacher seating is 10 Rows x 21' long x 7' deep

Standard Features:

- 8" Rise/24" Tread
- 10" Seat Plank
- 17" Front Row Seat Height
- Aluminum Frame
- Double Footboards and Risers
- Chain Link Guardrail
- Aisle With Handrails
- 113 Seats

Additional Options:

- Galvanized frame
- Towable
- Aluminum or galvanized vertical picket guardrail
- ADA
- Mud sills (wood sleepers)



4 Row Universal Series Bleacher

LU-0418AS (Aluminum) **LU-0418GS** (Galvanized)

Portable, low maintenance bleacher seating is 4 Rows x 15' long x 7' deep

Standard Features:

- 6" rise/24" tread
- 12" seat planks
- 12" front row seat height
- Aluminum frame
- Single footboards
- 40 Seats

Additional Options:

- Galvanized frame
- Double footboards
- Mud sills (wood sleepers)
- Rubber bumpers



3 Row Tip N Roll Bleacher

LU-0318AS (Aluminum) with optional Tip N Roll feature

LU-0318GS (Galvanized) with optional Tip N Roll feature

Portable, low maintenance bleacher seating is 3 Rows x 15' long x 7' deep

Please check your local codes to determine if guardrail assemblies are required in your community.



6' Charleston Recycled Bench 964-BRN6

Brown Recycled Plastic, Black Frame

The Charleston Bench is manufactured with recycled plank seat and a thermoplastic finish aluminum cast ornate frame for remarkable style. Portable and/or surface mount.

- 1-1/2" cast aluminum frame with all stainless steel hardware



6' Lexington Custom Logo Bench 954-PL6 Red Frame

The Lexington Bench features a cast aluminum frame with the UltraCoat™ thermoplastic finish. These benches are both portable and/or surface mount.

- 1-1/2" cast aluminum frame
- All stainless steel hardware



6' Savannah Bow Bench 922-B6 Green Frame

The Savannah Bench comes portable and/or surface mount with high-quality UltraCoat™ thermoplastic finish.

- 2" x 2" all MIG welded square tube frame with all stainless steel hardware



6' Charleston Bench 964-S6 Green Frame

The Charleston Bench is manufactured with a steel contour seat and an aluminum cast ornate frame for exceptional style. Available with a high-quality UltraCoat™ thermoplastic finish in portable and/or surface mount options.

- 1-1/2" cast aluminum frame with all stainless steel hardware



6' Hamilton Bench w/ back & center arm 91C-S6 Spartan Bronze Frame

- Frame is a 1" x 1" square solid steel bar
- Fully welded bench
- Ships assembled for quick installation



- 2-3/8" O D frame
- Thermoplastic finish with powder-coated frame
- Cover Plate available for inground (S) and surface mount (SM)
- All stainless steel hardware

6' Portable Contour Bench 965P-W6

Black Wave Seating and Spartan Bronze Frame



6' Extra Heavy Duty Bench w/ back 940S-V6

Green Diamond Planks, Black Frame

- 12" seating standard or optional (D) 15" seating
- Thermoplastic planks with powder-coated frame
- 2-3/8" O D all MIG welded frame
- Cover Plates available for inground (S) and surface mount (SM)
- All stainless steel hardware



Site Furnishings

- Benches
- Trash Receptacles

Perforated Pattern Receptacle PR-32
Green with optional FTR-32-08 Lid and PL-32 Liner

Metal Receptacles

- Diamond (V), Perforated (P), Fiesta (FB), Wave (W), or Slat (S) pattern
- Available in 32 gallon (30" h x 23 1/2" w) and 55 gallon (36 1/2" h x 26 1/2" w) sizes
- Optional plastic liner & 5 different lid styles
- All MIG welded unit with Thermoplastic finish
- Portable with mounting options sold separately
- Lids and liners are sold separately



Wave Pattern Receptacle W-32
Red with optional RT-32 Lid and PL-32 Liner



Diamond Pattern Receptacle EX-32
Blue with optional FTR-32-08 Lid and PL-32 Liner



Square Trash Receptacle TRSQ-32-CDR

Cedar Recycled Plastic Planks
The traditional trash receptacles are 2" x 4" planks in wood or recycled plastic. Lid and plastic liner optional

- Available in 32 gallon size
- Inground mounting
- All zinc plated hardware



Triple Trash Receptacle TRSQ-60-GRN

Green Recycled Plastic Planks

The traditional trash receptacles are 2" x 4" planks in wood or recycled plastic. Lid and plastic liner optional

- Inground mounting
- All zinc plated hardware



Lexington Trash Receptacle LX-38

Spartan Bronze Trash Receptacle with optional LX-36RB Rain Bonnet Lid and PL-32 Liner

- 1/8" x 2" steel flat bar with powder-coat finish
- All MIG welded frame
- Front-loading receptacle with door option available (LXD-36FT, LXD-36AU, LXD-36RB)
- All stainless steel hardware
- Available inground (S) or surface mount (SM)

8 Thermoplastic Coated Plank Colors



20 Powder-coated Frame Colors



*Additional Upcharge

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Site Furnishings

- Bike Racks
- Bollards
- Crowd Barriers
- Grills
- Bench Swing
- Umbrella



Horizons Bike Rack 5020S / 5020SM

A balance of modern design and security

- Capacity up to 2 Bikes
- 37" high x 42" wide
- Framework is 2" Square x 11 gauge steel tubing
- Surface Mount (SM) and Inground Mount (S) options
- Powder-coated color



Contemporary Loop Bike Rack 5807S

The Contemporary 7-Loop Bike Rack is all one-piece with no assembly required. Available as inground.

- 2-3/8" O D steel tubing
- Available as hot-dip galvanized or optional powder-coat finish

48



Rockland Bollard 2613

- 8" diameters
- Available in 3' and 4' heights
- 1 and 2 Loop options available for use with chain
- Available in surface mount (SM) and inground (S) mount options



Crowd Barrier Flat Feet G699SM

These crowd barriers offer a system that is easy to move and set up for any event. The traditional crowd barrier is constructed using 1-1/2" galvanized steel tubing with 1/2" spacers. Crowd Barriers are available in sections approximately 8' in length and approximately 3'6" in height. Sections can be easily connected using interlocking hinges. Constructed of galvanized steel.

- 1-1/2" O D post and rung bars
- Each section weighs approximately 57 lbs



Rotating Flip-Back Grill 616

- 280 square inches of cooking area
- Grill measures 20"L x 14"D x 8"H
- Cooking grate has cool-coil handles and can be adjusted to 4 different levels
- Grate flips back for easy clean-up and fire building
- All MIG welded 7 ga base plate with 10 ga side plates
- Galvanized iron pipe post
- Post is inground mount
- Grill rotates a full 360°
- Durable rust-resistant high-temp black powder-coat firebox
- Optional hot-dip galvanized firebox



Contour Bench Swing 987-V6

Blue Diamond Seating and Black Frame

- 2-3/8" O D frame
- Thermoplastic planks with powder-coated frame
- Uncoated galvanized swing chain
- Cover Plate available
- All stainless steel hardware
- Only available as inground mount



UltraSite Umbrella MUV (Table not included)

- Wooden pole
- Manual lift system
- Threaded coupling
- Available in 7" and 9" diameters
- Machine washable cover

Umbrella Color:

Navy, Pacific Blue, Capri, Sky Blue, Blue, Forest Green, Spa, Buttercup, Tangerine, Natural, Antique Beige, Jockey Red, Burgundy, Brown, and Black



Custom Sail Shade 35' x 35', 10' eave
Royal Blue Fabric with Beige Frame



Custom 4-Point Hyper Sail
Rain Forest Green Fabric with Luminous Yellow Frame



Custom 6-Post Sail
Laguna Blue Fabric with UltraSilver Frame



Custom 6-Post Sail
Navy Blue Fabric with Beige Frame

Fabric Colors

Provide up to 97% UV Block and 91% Shade with temperature reductions of up to 30 degrees



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Hip Rectangular
20' x 33', 12' eave
Rain Forest Green Fabric
with Pine Green Frame



Hip Rectangular 10' x 20', 8' eave
Royal Blue Fabric with Luminous Yellow Frame



Hip Rectangular 13' x 40', 8' eave
Arizona Fabric with Traffic White Frame



Hip Rectangular
14' x 38', 8' eave
Rain Forest Green Fabric
with Jet Black Frame



Shade Structures

- Hip Rectangular
- T-Cantilever
- Cantilever

Hip Rectangular 21' x 24', 12' eave
Navy Blue Fabric with Jet Black Frame



T-Cantilever 12' x 22', 10' eave
Rain Forest Green Fabric with Jet Black Frame



Cantilever 14' x 28', 11' eave
Rain Forest Green Fabric with Pine Green Frame



Hip Rectangular 21' x 35', 14' eave
Royal Blue Fabric with Signal Blue Frame

Call **800-381-4491** to order or visit us online at AmericanParksCompany.com

Shelters

- Square Shelter
- Hip Rectangular
- 2-Tier Octagon w/ Cupola
- 2-Tier Gable Rectangular



2-Tier Gable Rectangular 20' X 30'
Oxide Red Square Columns & Galvalume plus
Multi Rib Roof, 4:12 pitch



Hip Rectangular Shelter 18' X 54'
Shown with Beige Columns & Roman Blue Multi Rib Roof, 4:12 pitch



2-Tier Octagon with Cupola 28'
Traffic White UltraRound Columns with Diamond Lattice & Handrails with Regal Blue Standing Seam
Roof, 6:12 pitch (Optional Tongue & Groove sub-roof upgrade)



Hip Rectangular Shelter 30' X 44'
Terra Brown Columns & Hartford Green, Multi Rib Roof, 4:12 pitch



Square Sanolet 8'
Brown Grey Square Columns, Regal Blue Standing Seam Roof

Safety Surfacing

- Park Timbers
- Park Timber Adapters
- Park Timber Connectors
- Accessible Park Timbers



Park Timbers

Park Timbers are available in both 8" and 12" heights

12" High Park Timbers

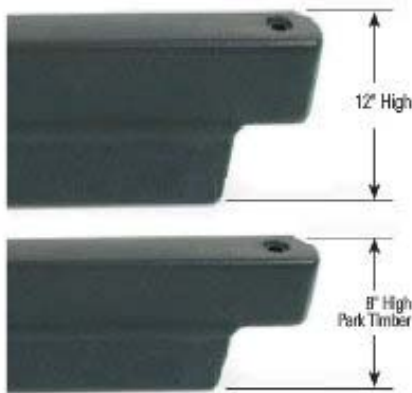
87764	4' Straight Recycled Black	4' x 1' x 3 5"
87768	4' Straight Color Option	4' x 1' x 3 5"

Each Park Timber includes 1 stake

8" High Park Timbers

87757	4' Straight Recycled Black	4' x 8" x 3 5"
87758	4' Straight Color Option	4' x 8" x 3 5"

Each Park Timber includes 1 stake



Park Timber Adapter

The Park Timber Adapter allows you to transition smoothly between different fall height requirement zones

87837	Left	87740	Right	Recycled Black
87741	Left	87742	Right	Color Option



Park Timber Adapter

Park Timber Connector

Use the Park Timber Connector to join two regular timbers to create lengths to fit within any space

87892	8" Connector	Recycled Black
87862	8" Connector	Color Option
87893	12" Connector	Recycled Black
87863	12" Connector	Color Option

Galvanized Stakes
87860 Stake Package Includes 1 stake



Park Timber Connector

Accessible Park Timbers

The Accessible Park Timber allows for easy access to the playground. With the use of adapters, it can work with both 8" and 12" high Park Timbers

87743	Black	Includes 3 stakes
87734	Color	Includes 3 stakes
87758	Black w/adapters	Includes 5 stakes
87758	Color w/adapters	Includes 5 stakes



Accessible Park Timber Ramp



Poured In Place

Utilizing recycled products, Poured Rubber Surfacing offers a range of superior surfaces designed to fit any budget. These two-layered unitary products are impact absorbing, providing resilient non-skid surfaces that are an excellent choice for accessibility. The surface layer may be specified as one or a combination of colors, encouraging graphic designs that can range from custom logos to simple games like tic-tac-toe and hopscotch, along with unique sound options. These graphics can be utilized to enhance ground level play on every playground, thus increasing play value! All colors may not be available nationwide; however, additional colors may be available upon request. Colors are approximate and may vary.

Safety Surfacing

- Poured-in-place
- Interlocking & Standard Tiles
- Engineered Wood Fiber



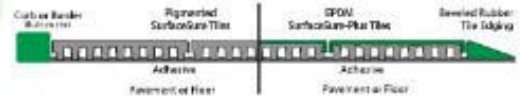
Interlocking



Standard

Interlocking & Standard Tiles

We offer Interlocking Tiles and Standard Tiles (individually glued to subbase) to meet your site-specific needs. SurfaceMax Tiles are available in various thicknesses to provide the appropriate amount of impact attenuation for the fall height of your structure or play event. Tile surfacing allows for easy replacement of small areas of surfacing. Premium multicolored tiles, custom edging options and ADA accessible ramp tiles are also available. Interlocking and non-interlocking tile options available upon request. Colors are approximate and may vary.



Engineered Wood Fiber

SurfaceSure Engineered Wood Fiber is specifically designed and engineered per the ASTM standard for impact attenuation on playground surfaces. Use Wear Mats and Border Timbers, and periodic maintenance including adding fiber is needed to maintain the required depth. When compacted, SurfaceSure Engineered Wood Fiber meets the ASTM standard specification for determination of accessibility of surface systems for playgrounds.



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Guaranteed
YEARS OF UNLIMITED FUN

Warranty	Page #	1 YEAR	5 YEARS	10 YEARS	15 YEARS	50 YEARS
	2-32	Coil springs, Moving parts	Net components	Shade, HDPE panels	Roto plastic, Decks, Pipes, Rails, Loops, and Rungs	Metal posts, Clamps, Hardware
33-35		Blow molded plastic, Ground mount metal	Upright posts, Hardware			
36-39		Metal parts, Ground mounts	Upright posts			
40-41	Polyurethane Foam	Roto plastic			Hardware	
42-43	Moving parts	Net components	HDPE panels	Roto plastic, Decks, Pipes, Rails, Loops and Rungs	Metal posts, Clamps, Hardware	
44		Aluminum planking				
45-48	All Items	Thermoplastic				
49-51			Frame, Fabric			
52			Structure & Powder Coat			



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Playful



Tidal



Essence



Evergreen



Patriot



Ambrosia



Elements



Terra



Motivate



Dynamic



Toffee



Revive



AMERICAN PARKS ★ COMPANY

225 E. Virginia St., Suite 1
McKinney, TX 75069

Stay Connected



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Color Options

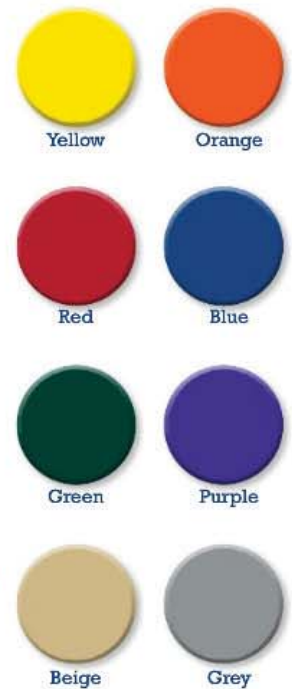
TO COMPLEMENT YOUR PLAY SPACE

With so many color options, the customization possibilities are endless! Choose from an assortment of colors for roto-molded plastics (slides, roofs, tunnels, and climbers), powder coated steel posts and metals. You may also select one of our pre-determined color palettes if you prefer.

Metal Colors



HDPE Plastic Colors



Roto-Molded Plastic Colors



Deck Colors



Eco-friendly Plastic Color

Made from a more virgin material by eliminating additives and processing.

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