

TIPS VENDOR AGREEMENT

Between DAVE CURTIN and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For

Part 1 Auditorium, Stadium, Field Seating, Bleachers Goods 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 (RFP, RCSP, RFQ) 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.

Definitions

→ **PURCHASE ORDER** 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 addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

If applicable, 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. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

Customer Support

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

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to all applicable statutes and codes.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

Davis Bacon Act requirements will be met for construction and/or repair of buildings unless otherwise agreed with the TIPS Member.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

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

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this 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 TIPS under a TIPS Agreement.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for additional one (1) consecutive year as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation. The renewal option for the one additional year is at the agreement of the parties.

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

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments (If Applicable)

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member 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 agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to Tips Members utilizing a TIPS awarded contract. 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 records 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

2. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members 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, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this 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, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

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

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

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

TIPS Member Purchasing Procedures

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

Supplemental Agreements

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

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

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 assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (Only 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.

Invoices

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

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

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

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.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

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.

Bonding

Only 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 will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

Incorporation of Solicitation

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation 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.

Scope of Services

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

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

Special Terms and Conditions

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

- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1st of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
 - **Back Ordered Products:** If product is not expected to ship within 7 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.
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Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170801 Part 1 - Auditorium Seating and or Bleachers and Installation Services

Company Name DAVE CLAYTON

Address 1500 BERKELEY LANE

City LOUISVILLE State KY Zip 40210

Phone (502) 634-3026 Fax _____

Email of Authorized Representative acautfield@clantclayton.com

Name of Authorized Representative AMANDA S. CAUFIELD

Title DIRECTOR of SALES & MARKETING

Signature of Authorized Representative Amanda S. Caufield

Date 10/11/17

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 10/24/17

* PAYMENT TERM EXCEPTION - PROGRESS BILLING

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			Department Building
Fax				Floor/Room
Bid Number	170801	Department Building		Telephone
Title	Auditorium, Stadium, Field Seating, Bleachers and Installation Services			Fax
Bid Type	RFP			Email
Issue Date	8/3/2017 03:00 PM (CT)	Floor/Room		
Close Date	9/15/2017 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Dant Clayton
Address 1500 Bernheim Lane

Louisville, KY 40222

Contact
Department
Building
Floor/Room
Telephone (502) 634-3626
Fax (502) 637-9983
Email
Submitted 8/10/2017 01:19:59 PM (CT)
Total \$0.00

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

Signature Amanda Caufield

Email acaufield@dantclayton.com

Supplier Notes

Side note: Pricing for Part 2 is located on the "Assembled" tab of the pricing file. RS Means does not contain a category for our products/services.

Bid Notes

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.)	Dant Clayton provides turn-key style bleacher, grandstand, and stadium projects, including design, engineering, fabrication, and construction services for a wide variety of customers and markets. Our products are installed in sports facilities that range from little league ballfields all the way up to major league baseball and NFL football stadiums. We have 200,000+ square foot fabrication space, across three locations. The primary markets for our products are high school and college/university educational institutions, for all outdoor sports, including football, baseball, soccer, softball, and others. Recently we have moved into the indoor arena space with value-added alternative products.
6	Primary Contact Name	Primary Contact Name	Amanda Caufield
7	Primary Contact Title	Primary Contact Title	Director of Sales & Marketing
8	Primary Contact Email	Primary Contact Email	acaufield@dantclayton.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	502.634.3626
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	502.693.5574

12	Secondary Contact Name	Secondary Contact Name	Alex Darnell
13	Secondary Contact Title	Secondary Contact Title	Pre-Construction Services Manager
14	Secondary Contact Email	Secondary Contact Email	adarnell@dantclayton.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	502.634.3626
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
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.	Lindsay Miller
19	Admin Fee Contact Email	Admin Fee Contact Email	lmiller@dantclayton.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	502.634.3626
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Amanda Caufield
22	Purchase Order Contact Email	Purchase Order Contact Email	acaufield@dantclayton.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	502.634.3626
24	Company Website	Company Website (Format - www.company.com)	www.dantclayton.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	61-0947342
26	Primary Address	Primary Address	1500 Bernheim Lane
27	Primary Address City	Primary Address City	Louisville
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Kentucky
29	Primary Address Zip	Primary Address Zip	40210
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.)	bleachers, grandstands, arena, stadium, seating, football, baseball, soccer, precast concrete, long span aluminum, press boxes, banners, spectator seating, tennis, Dant Clayton, Alum-A-Stand, Dant Edge, Tuttle, athletic seating, racetracks, hockey, natatoriums, railing, concessions, chairs, picket rail, closure panels, decking, powder coat, filming platforms
31	Yes - No	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. 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	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Louisville
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Kentucky
35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.</p> <p>The notice must include a general description of the conduct resulting in the conviction of a felony."</p> <p>Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."</p>	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	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? This 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%.	15%

41	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)
42	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
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	2
45	Years Experience	Company years experience in this category?	40
46	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, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	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
49	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)

- 50 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ
- 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, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686
- No
- 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>
- Do you have any conflicts under this statutory requirement?
- 51 Filing of Form CIQ
- If yes (above), have you filed a form CIQ as directed here?
- 52 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
- 53 Regulatory Standing
- Regulatory Standing explanation of no answer on previous question.
- 54 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.

1. By agreeing to the Attribute question #56, 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.

56 Suspension or Debarment Certification

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 governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

57 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, audiotope, 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.

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|----|--|---|------------------------|
| 58 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>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.</p> <p>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.</p> | (No Response Required) |
| 59 | 2 CFR PART 200 Contracts | <p>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.</p> <p>Does vendor agree?</p> | Yes |
| 60 | 2 CFR PART 200 Termination | <p>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)</p> <p>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.</p> <p>Does vendor agree?</p> | Yes |

61	2 CFR PART 200 Clean Air Act	Yes
62	2 CFR PART 200 Byrd Anti-Lobbying Amendment	Yes
63	2 CFR PART 200 Federal Rule	Yes

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?

64	2 CFR PART 200 Procurement of Recovered Materials	<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>	Yes
65	Indemnification	<p>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."</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

66 Remedies	<p>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 must 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.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
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67 Remedies Explanation of No Answer

68 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards 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.</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
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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>	Yes
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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?

70 Alternative Dispute Resolution

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.
Do you agree to these terms?

Yes, I Agree

71 Alternative Dispute Resolution Explanation of No Answer

72 Infringement(s)

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.
Do you agree to these terms?

Yes, I Agree

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

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?

Yes, I Agree

75 Acts or Omissions Explanation of No Answer

76 Contract Governance

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.

Yes

77 Payment Terms and Funding Out Clause

Payment Terms: Yes
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.

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?

78 Insurance and Fingerprint Requirements Information

Insurance (No Response Required)
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.
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 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

<p>79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>Introduction: Texas Education Code Chapter 22 requires 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.</p> <p>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:</p> <p>(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.</p> <p>I certify that:</p> <p>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.</p> <p>OR</p> <p>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:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>80 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

81	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>	
82	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	No
83	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>	<p>Payment Terms per Dant T&C: Seller shall issue invoices upon shipment of products and as services are performed. Buyer shall pay Seller for the products and services by paying all invoiced amounts in U.S. Dollars within thirty days from invoice date. Interest of the rate of 1.5% per month or the maximum rate allowed by law, whichever is less, will be charged on past due accounts. Buyer agrees to pay all costs of collection and reasonable attorney fees. Seller's right to payment is not conditioned on the Buyer's receipt of funds or approval from any third party.</p>
84	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>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, PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)

Line Items	
Response Total:	\$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

[illegible]

Resellers - Dealers**Optional - For proposers with resellers**

This resellers document is for proposers to list any other companies that resell their products.

Only list resellers of your products that are located in the US or Canada.

Example: If a furniture manufacturer were responding to our RFP, then the furniture manufacturer would list on the resellers list sheet the furniture dealers that carry their products.

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Company Website
Toadvine Enterprises	P.O. Box 190	Fisherville	KY	40023	Chris Toadvine	chris@toadvine.com	502.912.9497	www.toadvine.com
Hanson Sports Inc.	9801 NE 96th Terr.	Kansas City	MO	64157	Alan Cotton	alan@hansonsports.com	816.888.3000	www.hansonsports.com
Martco	302 W. Belknap	Jacksboro	TX	76458	Anthony Martinez	amartinez@dantedge.com	940.224.1604	

Certification Regarding Lobbying

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.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (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.
- (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.
- (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.

DANT CLAYTON

1500 BEHNHEIM LANE LOUISVILLE, KY 40210

Name/Address of Organization

AMANDA S. CAUFIELD / DIRECTOR of SALES & MARKETING

Name/Title of Submitting Official

Amanda S. Caufield

Signature

8/18/17

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Dant Clayton
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: Amale S. Curdail

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

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

OFFERER: DANT CLAYTON
(Name of Corporation)

I, KETH WILLIAMS certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

AMANDA S. CLAYTON
(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

DIRECTOR OF SALES & MARKETING / CORPORATE SECRETARY
(Title/Position of person signing proposal/offer document within the corporation)

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



CORPORATE SEAL if available

[Signature]
SIGNATURE

8/10/17
DATE

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Construction Contracts for contracts with TIPS OR TIPS MEMBERS


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

The TIPS OR TIPS MEMBERS is the subgrantee or Subrecipient by definition. The Rules 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

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.

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

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

Does vendor agree? YES  Initial of Authorized Company Official

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

2 CFR PART 200 Contract Provisions

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Does vendor agree? YES AS Initial of Authorized Company Official

Company Name DART CLAYTON

Print name of authorized representative AMANDA S. CAUFIELD

Signature of authorized representative Amanda S. Caufield

Date 8/18/17

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

☒ YES or ☐ NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

☒ YES or ☐ NO

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.

Company Name DART CLAYTON

Print name of authorized representative AMANDA S. CLAYTON

Signature of authorized representative Amanda S. Clayton

Date 8/18/17

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law 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.

I, Amanda S. Cantfield as an authorized representative of
DART CANTON, a contractor/vendor
Insert Name of Company

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.

I swear and affirm that the above is true and correct.

Amanda S. Cantfield 8/18/17
Signature of Named Authorized Company Representative Date

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 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 Tex 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 District receives a Public Information Request.) Education Service Center Region 8 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 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I 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, Title, and Signature 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

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.

DAVID CAUTION

Name of company expressly waiving confidential status of material

AMANDA S. CAUTION, CORPORATE SECRETARY Amanda S. Caution

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

1500 BENTLEY LANE LOUISVILLE KY 40210 502.434.3626

Address City State ZIP Phone

SEATING TO STAND BY



American Institute of Steel Construction, Inc. (AISC)

Certified Fabricator since – 2006

AISC Certification sets the quality standard for the steel industry and is the most recognized national quality certification program for the industry. To be certified, a rigorous initial evaluation of processes from the initial contract through final delivery of the product must be completed, and annual audits passed. Certification confirms that a company has the personnel, knowledge, organization, equipment, experience, capability, procedures, and commitment to produce the required quality of work. Dant Clayton has the honor of being one of only eighteen companies to receive this quality assurance recognition in the state of Kentucky.



Design Build Institute of America (DBIA)

Member since – 2006

Designated Design-Build Professional Certification – 2010

Achievement signifies that Dant Clayton operates using successful best practices in Design-Build, the integrated approach that delivers design and construction services under one contract with one single point of responsibility.



The American Welding Society (AWS)

Certified since – 1985

outlined in the Structural Welding Code, D1.1 of the AWS Code Book. These standards work to ensure that Dant Clayton utilizes the most current advances and procedures to ensure quality. This certification also serves as one of the criteria points to being AISC Certified.



The Canadian Welding Bureau (CWB)

Certified since – 2007

The CWB Certification states that Dant Clayton meets or exceeds CSA W59 (Welded Steel Construction) and CSA W47.1 (Certification of Companies for Fusion Welding of Steel) set forth by the Standards Council of Canada, allowing Dant Clayton to perform structural steel work and inspections in this country. These certifications require Dant Clayton to employ a CWB Certified Welding Supervisor and all welders to be certified to a WPDS that will perform any work going into Canada.

Product Warranties

We've Got You Covered

Every Dant Clayton product includes a warranty of material and craftsmanship. *When you work with us, you can rest assured you're getting only the best . . . we guarantee it.*

SAMPLE WARRANTY

The terms and conditions of this warranty are as follows:

1. Warranty period is for five (5) years on the structure, including Slip Resistant Deck, if applicable, and three (3) years on the finishes and shall commence on _____, that being earlier of (1) the first date of beneficial use or occupancy of Dant Clayton product OR (2) the date of the substantial completion of Dant Clayton's project work.
2. Should any part of the product furnished pursuant to the contract become defective during the warranty period as a result of faulty material and/or workmanship, and provided Dant Clayton is notified in writing within the warranty period of such defect, Dant Clayton will replace or repair at Dant Clayton's option the defective product part at no charge to the owner.
3. This warranty is provided and accepted with the mutual understanding that it shall be in lieu of all other guarantees, expressed or implied, including, without limitation, any warranty of merchantability or any warranty of the fitness of Dant Clayton's product for a particular purpose, and Dant Clayton shall not be liable for any damages, direct or indirect expenses, losses or costs of any type, including delay damages, financing costs, lost income or other consequential damages, as a result of any defect, or as a result of the time or processes required to correct any defect covered by warranty.
4. This warranty specifically excludes any defect or damage not caused by improper Dant Clayton workmanship or faulty Dant Clayton material, including, without limitation, defects or damages resulting from improper use, product abuse or vandalism; any storage, modification, fabrication, installation or other work of any kind not executed by Dant Clayton; inadequate or improper inspection, maintenance or failure to comply with manufacturer guidelines or recommendations; normal wear and tear under normal usage, acts of God, oxidation, fading, the effects of detergents or chemicals and the impact of pollutants; expendable components such as non-slip appliqués, decals, tags, etc. or third-party acts or omissions. Dant Clayton does not warranty the compliance of the product furnished with applicable codes and regulations.
5. In the event this warranty is required to be provided prior to receipt by Dant Clayton of its final contract payment, then this warranty is expressly conditioned on the receipt by Dant Clayton of all sums due under contract.
6. This warranty is offered solely for the benefit of the party with whom Dant Clayton contracted for the furnishing of the covered product and the owner of the project. It confers no benefit or right on any other party. The requirements imposed by and limitations of this warranty may be changed only in writing signed by the parties, and may not be waived or altered by the parties' conduct or by any prior course of dealing. This warranty shall be interpreted in accordance with and governed by the laws of the Commonwealth of Kentucky.

For more information on any of our products or full-service capabilities,
visit us on the web or call us at

DANT CLAYTON 800-626-2177 / www.dantclayton.com

Rev. 2006-02-06

ELEVATE YOUR VIEW.

DANT CLAYTON

Dant Clayton is proud to offer the most complete and innovative line of outdoor and spectator seating in the industry with world class Alum-A-Stand aluminum bleachers, stadiums, grandstands and arena seating. From middle schools and high schools, to colleges and universities, to professional sports venues, to amphitheaters and fairgrounds - the acknowledged seating solution provider and bleacher manufacturer leader is Dant Clayton.

Our wide range of capabilities include far more than the design and fabrication of individual projects. We offer full service technical support from the initial design stages of planning through all phases of engineering, fabrication, and construction. We've made our mark in the industry by constantly finding new ways to approach facility design issues as well as the seating systems themselves.

Dant Clayton is committed to improving the stadium, arena and bleacher industry. Established in 1979, we have changed the industry to improve the spectator experience for young and old. We introduced functional improvements such as welded deck systems, aesthetic improvements such as powder coated finishes, closure panel fascia, vertical picket rail fencing, and a masonry veneer panel system, safety improvements such as slip resistant decking, and comfort improvements with one piece molded chairs and ergonomically-designed compound curve seats. Whatever your project, our solution will address your needs with the latest product and service features. We lead by listening to our customers' dreams and desires for their aluminum and stadium bleachers and respond with unmatched design and value.

We work as a team with architects, construction managers, school boards, and athletic directors to create a seating facility that is customized specifically for you. Solving customers' problems, while providing superior performance and innovation, has always been a priority at Dant Clayton - resulting in the highest quality aluminum bleachers, stadiums, stadium seating, grandstands, and arenas in the industry. It is this commitment combined with a sincere team approach with the customer that set us apart.

Dant has three principal standards that guide our performance, whether we are designing, fabricating and supply major grandstand systems, or developing a new seating product:

We are customer driven. It is imperative that our technical sales staff work very closely with the owner/designer/construction teams early in a project to clearly understand the key issues, priorities, and goals of a given situation.

We are team dedicated. We continue to dedicate ourselves to building the best possible engineering, design, project management, and manufacturing teams. This, combined with maintaining the most state-of-the-art manufacturing facilities, helps us to produce superior products and performance before, during, and after construction.

We are known for being absolutely reliable. We have the capacity to do what we say we will do. We live up to our commitments and stand behind our performance.

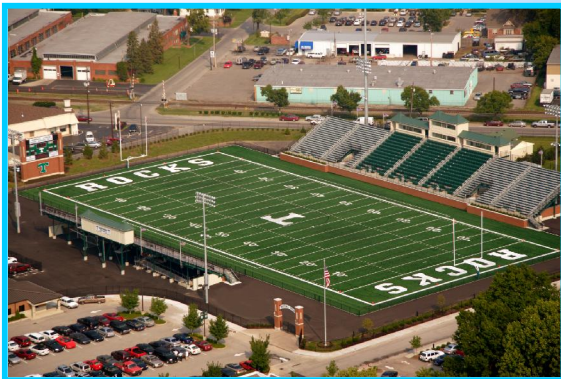
At the heart of Dant Clayton is a strong customer focus that is paired with speed, total participation from all 190 + employees working in our steel and aluminum manufacturing plants spanning 350,000 square feet over 25 acres, and a committed leadership team. When encompassed in an environment of mutual learning and benchmarking it becomes a solid recipe for success.

We rigidly adhere to our principle standards to be customer driven, provide superior products and performance, and to stand by our commitment. Only then are we truly filling a need in the sports and entertainment seating industry.

Along with our decades of experience, it's our unwavering commitment to cooperation, collaboration, competence, and coordination that has made us the best in the world at what we do. We've perfected the interplay of these four elements, creating a company that's not only leading the way, but is focused on what really matters the most—you and your project. That's the Dant Clayton commitment, and you'll find nothing like it anywhere else.

Service and Capabilities

The Dant Clayton Approach – Everyone Wins!



What are the attitudes and standards centered around the customer which define the Dant Clayton corporate personality and, in many respects, sets our company apart from all the others?

Dant Clayton has three principle standards that guide our performance.

1. We are **customer driven**. It is imperative that our technical sales staff work very closely with the owner/designer/construction teams early in a project to clearly understand the key issues, priorities, and goals of a given situation.
2. We continue to dedicate ourselves to **building the best possible engineering, design, project management, and manufacturing teams**. This, combined with maintaining the most state-of-the-art manufacturing facilities, help us produce superior products and performance before, during and after construction.
3. We are known for being **absolutely reliable**. We have the capability to do what we say we will do. We live up to our commitments and stand behind our performance.

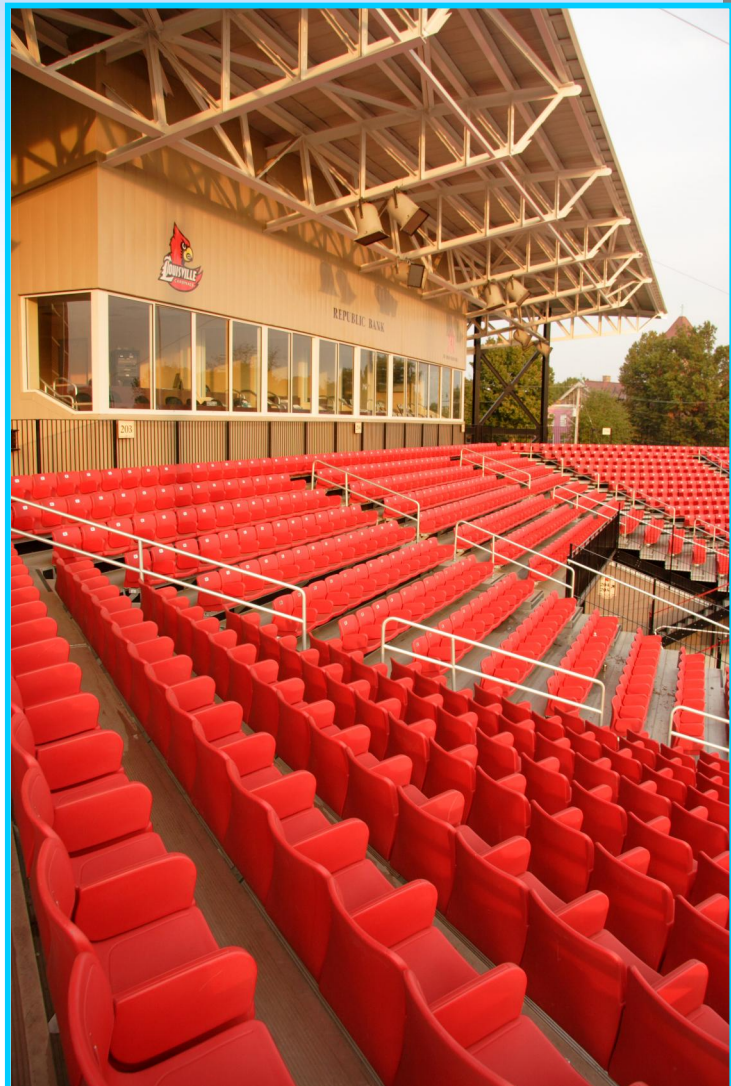
We rigidly adhere to our principle standards to be customer driven, provide superior products and performance, and to stand by our commitment. Only then we are truly filling a need in the sports and entertainment seating industry.

Our two state-of-the-art plants, built next to our corporate office in Louisville, Kentucky, allows us to maintain our quality control and continue to improve upon our products to serve industry needs well into the future.

If you are considering new construction, a renovation or have a need for portable bleachers, grandstands or stadium seating, we hope that you will turn to Dant Clayton for the most advanced products and services available to the industry.

The Dant Clayton Corporation is proud to offer some of the most complete and innovative seating systems and services in the industry. Our wide range of capabilities include far more than the design and fabrication of individual projects. We offer full service technical support from the initial design stages of planning through all phases of engineering, fabrication and construction. We have made our mark in the industry by constantly finding new ways to approach facility design issues and seating systems.

Solving customers' problems, while providing superior performance and innovation, has always been a priority at Dant Clayton. It is this commitment combined with a sincere team approach with the customer that sets us apart.



Innovative Stadium and Bleacher Solutions

For more information on any of our products or full-service capabilities,
visit us on the web or call us at

DANT CLAYTON 800-626-2177 / www.dantclayton.com

CASE STUDY

Trinity High School – Marshall Stadium *A Legacy of Success*

THE SITUATION

One of the region's most prestigious schools, Trinity High School, announces plans to build a stadium for their football, soccer and lacrosse programs.

THE CHALLENGE

The school had only limited space, defined by existing roadways and campus structures. They wanted a beautiful yet functional stadium that blended with the architecture of the campus and the surrounding community, while also reflecting school pride and their strong academic and athletic tradition.



Given the configuration, the stadium would also be visible from all sides so it had to be aesthetically pleasing from every angle. In addition, Trinity wanted to include suites to generate revenue and complement the stadium's overall appearance.

THE DANT CLAYTON SOLUTION

Trinity High School officials met with Dant Clayton and felt immediate confidence and comfort with the Dant Clayton team. Dant Clayton was not only chosen to build the stadium, but to design it as well.

Dant Clayton quickly turned around a budget and design that met all of Trinity's expectations and gave added value beyond traditional stadium design. Details include:

- Existing Trinity campus architecture mirrored in design
- Vertical Picket Railing that includes the Trinity logo
- Slip Resistant Decking
- Powder Coating
- Suites
- VIP seating section

THE RESULTS

The stadium was finished on time, on budget and has received much praise from students, staff, alumni, and the community.

At Dant Clayton's suggestion, Trinity developed a donor program with VIP seating. The revenue from the VIP seats covered the cost of the grandstands.

Continuing their legacy of success (16 state titles in football), Trinity won the Kentucky 4A state football title the first year they opened their new stadium!

For more information on any of our products or full-service capabilities,
visit us on the web or call us at

DANT CLAYTON 800-626-2177 / www.dantclayton.com

CASE STUDY

Fitton Field, Home of the Worcester Tornadoes *Aggressive Timeline, Impressive Results*

THE SITUATION

It is announced that Worcester, MA will be home to the Worcester Tornadoes, the city's first professional baseball team in 71 years.

THE CHALLENGE

December 2004: Team owners sign a deal with the league which requires a completed stadium by May 26, 2005 – just five months.



Late January 2005: Dant Clayton was chosen as the stadium partner based on reputation for innovation, experience and reliability.

THE DANT CLAYTON SOLUTION

February 2005: The team owners provided specifications on the scope of the project. Though the schedule was extremely aggressive, Dant Clayton evaluated its capacity, then drafted an action plan and proposal, which included defined project obstacles and solutions. Due to time frame and budget, Dant Clayton proposed a pre-designed stadium with some modifications. The stadium proposal included comprehensive details on:

- Stadium appearance
- Functionality
- Layout
- Sightlines
- Rise/Run
- Home plate setback
- Deeper rows
- Concrete mezzanine
- Beam structure
- Slip resistant decking
- Vertical picket railing

THE RESULTS

May 2005, Fitton Field Opening Day: **The stadium was finished according to plan — on time and on budget.** The final structure looks wonderful, is fully code compliant, and meets all of the needs of the team, fans and community.

For more information on any of our products or full-service capabilities,
visit us on the web or call us at

DANT CLAYTON 800-626-2177 / www.dantclayton.com



AISC Certification

Quality First – Safety Always



Dant Clayton is certified by the American Institute of Steel Construction (AISC) to have a steel fabrication process that delivers consistent and reliable quality products. AISC is an independent, highly qualified professional organization that ensures quality is achieved and maintained by this certification.

AISC Certification is an internationally recognized standard of quality maintained by the American Institute of Steel Construction (www.aisc.org). Only those companies demonstrating compliance to this standard can achieve the prestigious AISC Certification.

AISC Certification benefits the customer by having a supplier that:

- Is committed to a quality management system that continually improves
- Has dedicated the resources to provide quality products
- Has been reviewed by an evaluator with in-depth industry experience
- Has a documented quality management system

Specifying a certified company:

- ▶ Reduces errors and changes by improving the consistency of product quality
- ▶ Ensures safety and integrity of structures
- ▶ Improves overall success of project by meeting or exceeding customers' expectations

Sample Specification Language:

*Quality Assurance: Fabricator to Comply with applicable provisions of AISC's "Code of Standard Practice for Steel Buildings and Bridges". Participation in the AISC Certification Program and certified **STD** at time of bid. (STD- Standard for Steel Building Structures.)*

For more information on any of our products or full-service capabilities,
visit us on the web or call us at

DANT CLAYTON 800-626-2177 / www.dantclayton.com

Rev. 2006-08-21

Alum-A-Stand®

Elevated & Non-elevated Seating

Engineered for Maximum Strength and Durability

NON-ELEVATED

- All aluminum tube and channel understructure
- Snap-into-place footboards with no hardware required
- Bolt-through seatboards without clip assemblies
- Superior guardrail components— all aluminum channel with 9-gauge galvanized chain link fence
- Fully-closed aisles and decking system
- Mid-aisle handrails
- Optional powder coated seatboards and riserboards
- 5-year quality warranty



ELEVATED

- Safest, most durable bleacher available
- The tube and channel understructure is 5 times stronger and 10 times stiffer than the conventional angle frame bleacher
- All aluminum construction
- Full 40" elevation for improved sight line
- Fully-closed decking system eliminates gaps in bleacher deck
- Maintenance performed from topside
- Mid-aisle handrails
- Optional powder coated seatboards and riserboards
- 5-year quality warranty



For more information on our Alum-A-Stand bleachers or any of our products or full-service capabilities, visit us on the web or call us at

DANT CLAYTON 800-626-2177 / www.dantclayton.com

Rev. 2006-02-06

Innovative Stadium and Bleacher Solutions

Welded Deck System

*The Strength of Concrete . . .
at a Fraction of the Cost*



EXCLUSIVE CONTINUOUS-WELDED DECK CONSTRUCTION

- Prevents trash accumulation below bleacher
- Minimizes leakage between deck planks
- Creates a rigid deck that resists water accumulation better than any other deck systems
- Permits installation with a greater clear span than conventional I-beams, allowing more usable space under bleacher

TROUBLE-FREE, LOW MAINTENANCE DESIGN

- Eliminates upkeep required with concrete decks
- Minimizes the problems found in most other metal decking systems
- Makes cleanup easy with 1° forward slope for front flowing water and debris
- Constructed of corrosion-resistant, high-strength aluminum alloy for years of service

Weld



Welded Deck

- Solid rigid aluminum deck
- Factory welded with continuous uniform seam
- Minimal deflection – feels like concrete
- Each row is installed as a single panel in typically 24' or 30' lengths
- Water resistant to protect the area below – ideal for:
 - vomitory exiting
 - buildings below
 - storage below
- Sloped forward 1° for water runoff

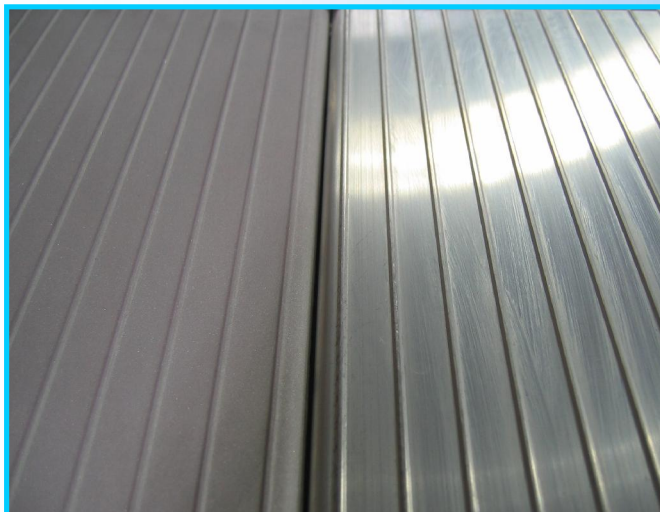
For more information on our Welded Deck System or any of our products or full-service capabilities, **visit us on the web or call us at**

DANT CLAYTON 800-626-2177 / www.dantclayton.com

Rev. 2006-02-06

Slip Resistant Decks (SRD)

The Closest Thing to Broom Finished Concrete



Aluminum bleachers are frequently subjected to rain and spilled liquids which have the potential to increase the slipperiness of a surface. Due to such an environment where conditions are conducive to slip and fall injuries, it is not only important to consider spectator safety, but to also take the proper steps to maximize the safety possibilities. In the past, design and construction techniques in the outdoor spectator seating industry employed the use of extruded mill finished aluminum as the walking surface.

In 2003, Dant Clayton, introduced the Slip Resistant Decking solution to improve spectator safety. SRD is made with

proprietary technology to reduce the slipperiness of extruded mill finish aluminum. SRD offers a comparable option to broom finished concrete, at a fraction of the cost.

MAXIMIZED SPECTATOR SAFETY

- Slip resistance approximately equivalent to broom finished concrete.
- A significant improvement over mill finish aluminum surfaces.
- National lab tested for safety.
- Supported by published ADA recommendation.
- No light reflection – minimizes visual distraction to spectators and players.

QUALITY CONSTRUCTION

- Long-term durability.
- Easy to maintain.
- Factory-applied etched-in finish.

“More than one million people fall victim to this type of accident (falls) each year with 11,000 resulting in fatal injuries.” National Institute of Occupational Safety and Health

In 1993, the Emergency Medicine Clinics of North America estimated costs associated with falls in the U.S. at \$12.6 billion.

In 1996, the Journal of Forensic Sciences projected that by 2020 injuries sustained from falls will increase in annual costs to \$85.4 billion.

“More than one million people suffer from slip, trip or falling injuries each year and more than 16,000 die as a result of falls, second only to automobiles as a cause of death.” National Safety Council

For more information on Slip Resistant Decks or any of our products or full-service capabilities, **visit us on the web or call us at**

DANT CLAYTON 800-626-2177 / www.dantclayton.com

SLIP INDEX (COEFFICIENT OF FRICTION) SCALE OF 0 – 1

GENERAL GUIDELINES	DRY	WET
ICE	.25	.10
CONCRETE – SMOOTH TROWLED	.70	.30
POLISHED VINYL	.80	.35
CONCRETE – BROOM FINISH	.95	.90

DANT CLAYTON SLIP RESISTANT DECK SLIP INDEX (COEFFICIENT OF FRICTION)

SCALE OF 0 – 1

PARRALLEL TO RIDGES (WORST CASE DIRECTION)	DRY	WET
UNTREATED	.75	.55
TREATED	.99	.95

Values for **Treated** are based upon ASTM F-1679 Testing before use.

Revision date: 09-11-03

WHY 0.80 SLIP INDEX (COF)?

- Ensures a significant improvement over mill finish aluminum surfaces.
- Allows for spectator safety to be maximized.
- Substantiated by published ADA recommendation.

WHY ASTM F-1679?

- Most reliable ASTM test acceptable on wet surfaces.

PRODUCT SPECIFICATION (SRD)

2.02.5.1 Walking Surface Requirement

All aluminum decking intended for use as a walking surface, including walkways, aisles, walking surfaces in seating sections, stairs, ramps, platforms, handicap areas, and landings, will exhibit a slip resistant surface treatment intended to minimize the effects of wet conditions on pedestrian safety.

This factory applied surface treatment will increase the slip resistance of mill finished aluminum to achieve a slip index (coefficient of friction) of 0.80 or higher in all directions of travel, including parallel to seating, as measured by the Variable Incidence Tribometer (VIT), **under wet conditions** as well as dry conditions. This testing machine will be used in accordance with ASTM F-1679, Standard Test Method for Using a Variable Incidence Tribometer.

For more information on Slip Resistant Decks or any of our products or full-service capabilities, **visit us on the web or call us at**

DANT CLAYTON 800-626-2177 / www.dantclayton.com

Super Durable Powder Coating

The Ultimate in Stadium Metal Protection



Powder coatings are 100% solid, free-flowing, thermosetting materials used in steel and aluminum coating applications. Their increase in popularity can be attributed to a combination of economic and environmental benefits. They produce virtually no pollution, are recyclable, can be made in an array of colors, and are more durable than wet coatings.

Product Description: Super-durable TGIC (Triglycidyl Isocyanurate) polyester powder resins are a key component of Dant Clayton's coating process. Super-durable TGIC polyester resins exhibit superior color and gloss retention over standard durable TGIC polyesters in exterior exposures. The enhanced performance properties of using isophthalic acid in the polyester resin in super-durable minimizes chalking and fading frequently seen with standard durable TGIC polyester powder systems as they age in outdoor environments. The longevity of the coating and its service life are extended roughly twice that of standard durable TGIC powder coatings.

Availability: This product line is available in 8 standard colors for all powder coating applications on any adequately pretreated substrate. Custom color matching services are available.

POWDER COATED FINISH SPECIFICATIONS



1. Direct Impact Resistance: ASTM D 2794-93, up to 140 in.-lbs.
2. Flexibility: ASTM D 522-93, Method B, equal to or less than a 1/4 inch mandrel
3. Pencil Hardness: ASTM D 3363-93a, 2H
4. Crosshatch Adhesion: ASTM D 3359-97, Method B, 5B
5. Salt Spray Resistance: ASTM B 117, plus 1,000 hours
6. Humidity Resistance: ASTM D 2247, plus 1,000 hours



For more information on Powder Coating System or any of our products or full-service capabilities, **visit us on the web or call us at**

DANT CLAYTON 800-626-2177 / www.dantclayton.com

Colosseum-One Series

A Classic Combination of Comfort and Design

Dant Clayton's Colosseum-One is an example of our innovation in the spectator seating industry. After listening to spectators and customers, Dant Clayton worked with seating design firms and introduced the first ergonomically designed one piece stadium chair. Our customers prefer this chair for its style, comfort, ease of maintenance and revenue generating opportunities.



DISTINCTIVE CONTEMPORARY STYLING

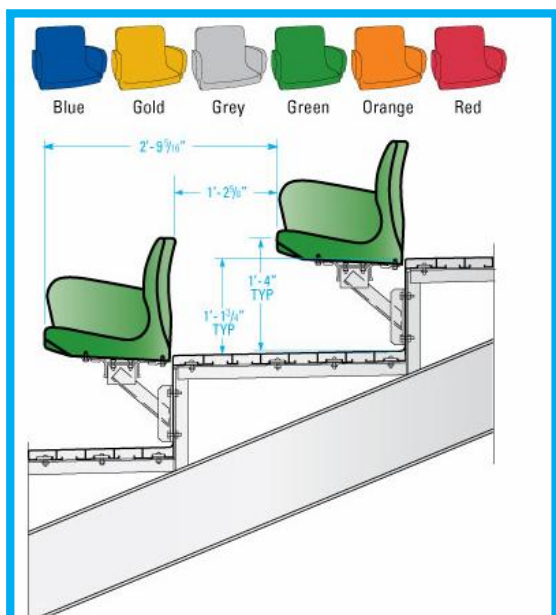
- Compound-curved, unitized construction eliminates visual compromises when designing seating layouts.
- Designed to offer visual consistency when configured with self-rising chairs.

ECONOMICAL SINGLE-PIECE CONSTRUCTION

- The only stadium chair available as a single-piece integrated unit.
- No component parts to assemble, replace, inventory or adjust.
- Greatly reduces the expense and responsibility of scheduled maintenance checks to insure fittings remain tight and functional.

MOLDED-IN CONTROL COMFORT

- Positive lumbar support, with continuously molded, full-length backrest for exceptional support and comfort during long events.
- Up to 25% more seating surface and backrest support than any other non-rising chair.
- Reduces the potential for beverage spills and kicking from spectators above and behind chair.



AVAILABLE IN SIX STANDARD COLORS

- Blue, gold, grey, green, orange and red.
- Rotationally molded polyethylene with ultraviolet light stabilizers and molded in-color.

INTEGRATED FULL-LENGTH ARMREST

- The only stadium chair with full-length armrests for maximum arm support and defined personal space.
- Single component construction allows for no-gap armrests, providing superior lateral support.



For more information on our Colosseum-One or any of our products or full-service capabilities, visit us on the web or call us at

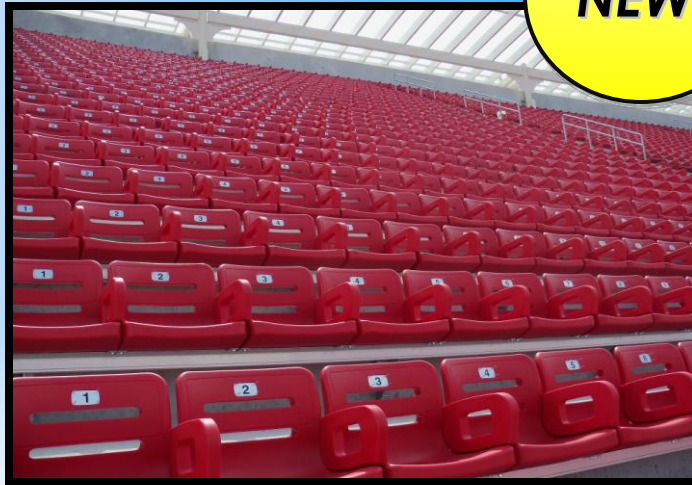
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Colosseum-One – Classic Vented Series

A New and Improved Combination of Comfort and Design

NEW!

Dant Clayton has made the first ergonomically designed one piece stadium chair even better. Our customers have always preferred this chair for its style, comfort, ease of maintenance, and revenue generating opportunities. Now, there's even more to love about the Colosseum-One chair, with the new Classic Vented Series.



Key Product Features

- Classic slat-back design
- Increased ventilation with two horizontal slats and open armrests
- Improved seat drainage
- Aesthetic and economical choice for all sport venues
- Great for hot weather

Economical Single-Piece Construction

- The only stadium chair available as a single-piece integrated unit
- No component parts to assemble, replace, inventory or adjust
- Eliminates the expense and responsibility of scheduled maintenance checks to insure fittings remain tight and functional



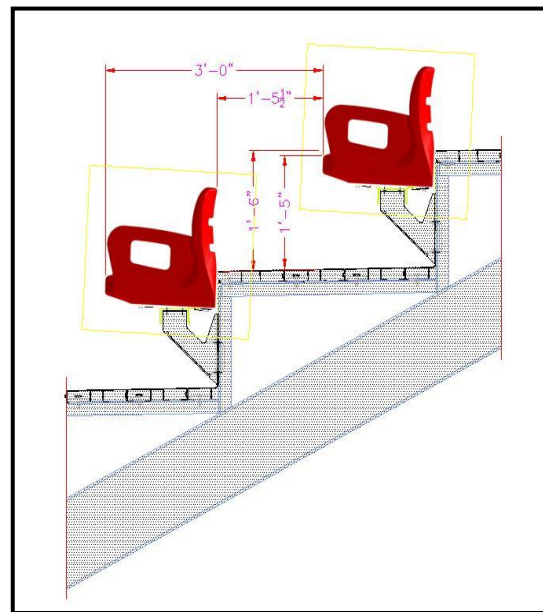
Optional cup holder now available in any standard color.

Molded-in Control Comfort

- Positive lumbar support, with continuously molded, full-length backrest for exceptional support and comfort during long events
- Up to 25% more seating surface and backrest support than any other non-rising chair
- The only stadium chair with full-length, open armrests for maximum arm support and defined personal space

Available in Eight Standard Colors

- Blue, gold, black, green, orange, red, purple, and maroon
- Rotationally molded polyethylene with ultraviolet light stabilizers and molded in-color



For more information on any of our products or full-service capabilities, visit us on the web or call us at:

DANT CLAYTON

800-626-2177

www.dantclayton.com

Innovative Stadium and Bleacher Solutions

Colosseum-Two Seat Module

The Spectator Advantage

DESIGNED FOR COMFORT

- Ergonomically-designed compound curve seat allows even distribution of spectator body weight, reducing stress to lower back.
- Interlocking design allows for up to 20% more seating surface and personal space.
- "Waterfall" front contour reduces stress on the underside of spectators' legs.
- Optional plastic backrest.



BUILT TO LAST

- Positive interlocking side-to-side connections allow for strong uniform attachment.
- Increased plastic thickness adds life to product.



EASY TO MAINTAIN

- Designed for outdoor or indoor usage with a hole for liquids set at the low point of the seat.
- Added UV inhibitors help maintain color uniformity for years to come.



EFFICIENT AND EFFECTIVE

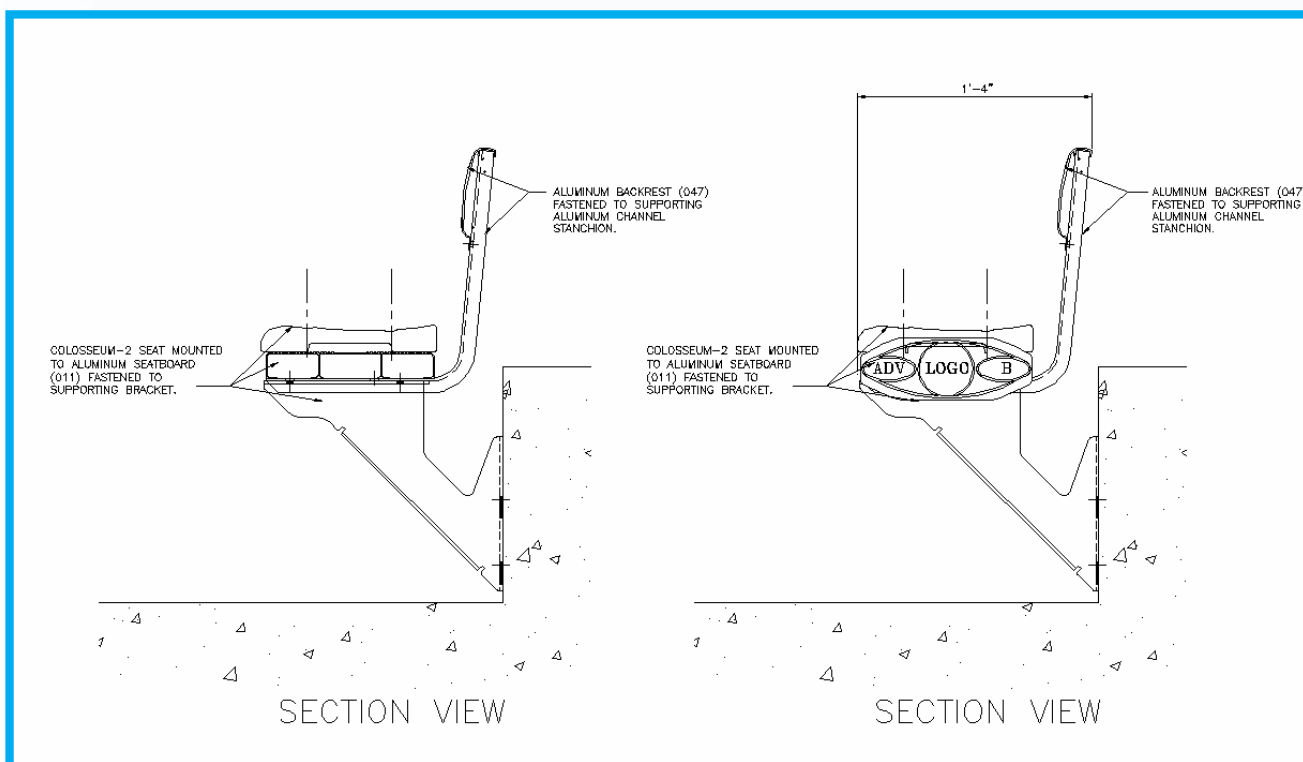
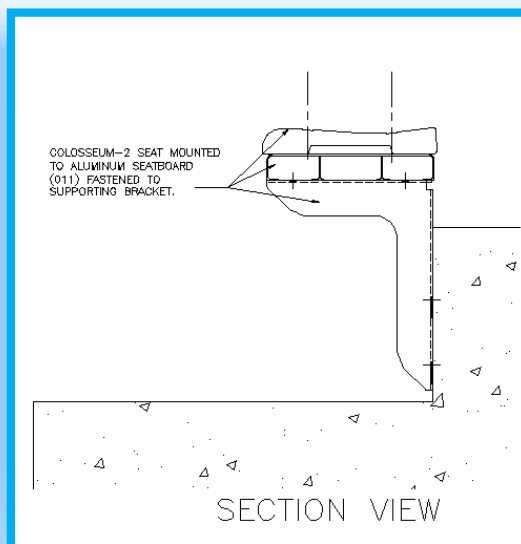
- Individual advertising/donor plate location at the back of each seat creates additional advertising space.
- Designed with a wooden bench appearance for a nostalgic look.
- Easily installed over existing bench seating.
- True maximum seat depths of 10" and 12" minimize protrusions into passageways between rows, which addresses code issues.

For more information on our Colosseum-Two Seat Module or any of our products or full-service capabilities, **visit us on the web or call us at**

DANT CLAYTON 800-626-2177 / www.dantclayton.com

SPECIFICATIONS

- Seat construction is one piece, double wall construction, rotationally molded, high density polyethylene resin with an average wall thickness of 3/16".
- Polyethylene is treated with ultraviolet inhibitors and proper pigments to insure minimal fading.
- Mounting Brackets: ASTM-38 structural steel, designed to fit the project conditions.
- The seats shall be supported by an aluminum system manufactured from alloy 6063-T6 heat treated extrusions.
- The seats are one piece contour-formed modules with a maximum 10" or 12" front to back seat depth. Project conditions will determine whether a 10" or 12" module shall be required. Seat shall be designed so that any water or liquid spills will be channeled to a drainage slot which releases water or liquid under the seat.
- The seat module is ergonomically designed with complex curves and a contoured water fall front edge to enhance overall spectator comfort.
- Seat modules interlock side-to-side to allow for maximum seat width.



For more information on our Colosseum-Two Seat Module or any of our products or full-service capabilities, visit us on the web or call us at

DANT CLAYTON 800-626-2177 / www.dantclayton.com

Press Box Solutions

Complete Your Grandstand In Style

Dant Clayton, with over 25 years experience in the spectator seating market place, is proud to offer a variety of press box sizes and features to enhance a new or existing spectator seating system. We offer the most advanced products and services available to the industry from the initial design stages of planning through all phases of engineering fabrication and construction. The Dant Clayton press box is the ideal product to complete your Dant Clayton grandstand project.



- Engineered & Prefabricated – most sizes delivered to the job site in one piece.
- Easy Installation – designed to be set into place with a crane.
- Variety of sizes – Typical Lengths from 12' to 60'. Larger sizes are available.
- Depth of Press box is designed to meet specific customer requirements.
- Designed & Pre-Approved at Office of State Building Official. Complies with all state pre-approval and inspection requirements.
- Upgrade features available.
 - ❑ Electric baseboard heat- required in many states.
 - ❑ Air conditioning.
 - ❑ Sound Absorbent Wall Systems.
 - ❑ Interior wall & partitions.
 - ❑ Roof mounted or side covered filming platform.
 - ❑ Parabolic Lighting.



- Slanted windows can improve sight lines and create a better viewing experience for all in attendance.
- Customized interiors to reflect the needs of the individual customer are available.

For more information on our Press Box Solutions or any of our products or full-service capabilities, **visit us on the web or call us at**

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Rev. 2006-02-06

Vertical Picket Railing

Maximize your stadium's look and safety!



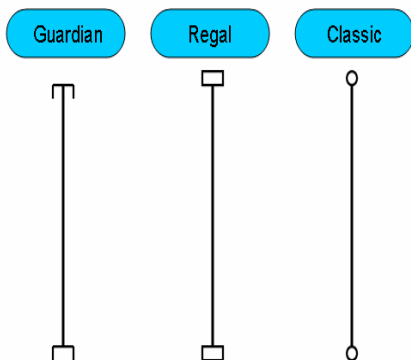
SAFETY AND DURABILITY

- Non-climbable design.
- Complies to the 4" code rule and Consumer Product Safety Commission requirements.
- Factory-welded, panelized construction—no field welding required.
- Powder coated for superior durability and protection.



OPTIONAL ENHANCEMENTS

- Clear anodized aluminum guardrails.
- Graphic inserts for team logos, corporate emblems and more.
- Mounting options include embedment in concrete, sleeve inserts, anchor bolted to concrete, or steel bolted to steel.



STANDARD VERTICAL PICKET RAIL (VPR) PRODUCT

- **Guardian** – Minimum visibility obstruction and reduced material costs.

SPECIAL ORDER VERTICAL PICKET RAIL (VPR) PRODUCTS

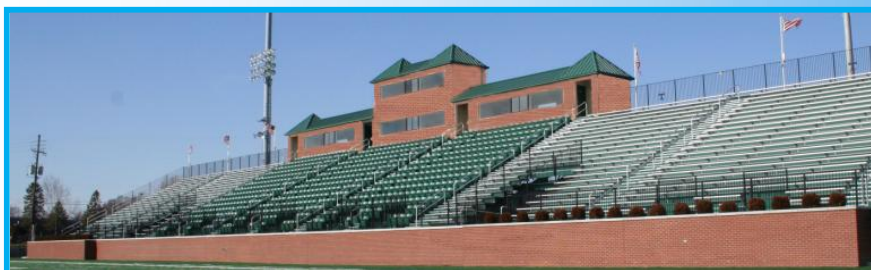
- **Regal** – Horizontal railings fabricated from square tubing for more architectural appeal.
- **Classic** – Sturdy appearance with traditional styling.

For more information on our Ironclad Vertical Picket Railing or any of our products or full-service capabilities, **visit us on the web or call us at**

DANT CLAYTON 800-626-2177 / www.dantclayton.com

Architectural Panel System

Masonry on a Budget



The Architectural Panel System Advantages:

- **Aesthetics** - Enhances the overall appearance of stadium by covering framing members with solid, flat architectural panels.
- **Safety** - Maximizes control of spectator traffic and flow.
- **Function** - Lowers time and expense of cleanup under the stadium.
- **Cost** – The look of masonry at a fraction of the cost.

The Architectural Panel System:

- Will not crack, rot, or delaminate
- Is resistant to fungus and termite infestation
- Will withstand extreme weather conditions



The Architectural Panel System (APS) offers classic rich masonry texture fascia to enclose the exposed structure of stadium elements such as stairs, ramps, elevated walkways, and pressboxes. The APS product does not need a foundation. Framing and trim components attach the panel system to the grandstand. The individual panels are ship-lapped on four sides for tight fit and seamless appearance. Wall cap choices include stone textured caps (pictured above) or aluminum trim.

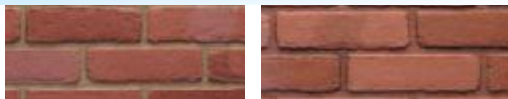


SPECIFICATIONS

Material:	3/4" thick finished fiber cement board (80% Portland Cement, 20% wood chips /fibers) integrated with steel and aluminum framing
Weight:	4.2 lbs. – 4.6 lbs. / sq. ft. (depending on selected style)



6 Standard Brick Patterns



Poly-Panel™ Closure System

Making Safety a Top Priority

FOUR ADVANTAGES OF POLY-PANEL™ CLOSURE PANELS:

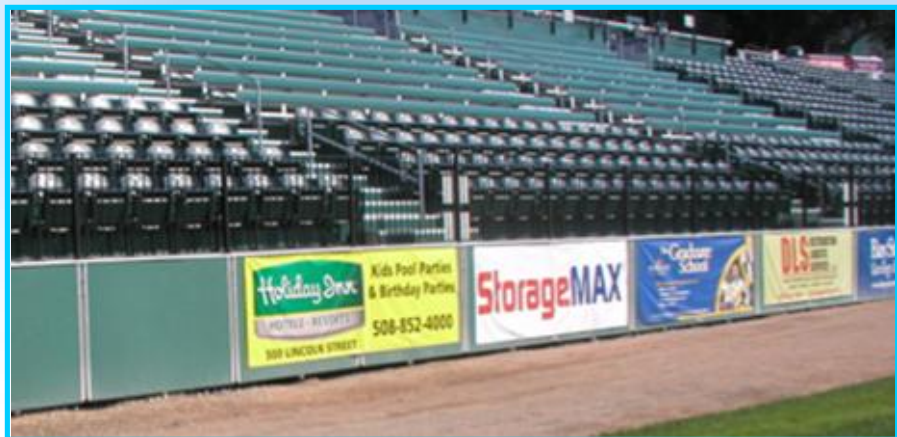
- **Aesthetics** - Enhances the overall appearance of seating by covering crossbraces and other framing members with solid, flat architectural panels.
- **Revenue generation** - Ability to generate revenue from signage.
- **Safety** - Maximizes control of spectator traffic and flow.
- **Function** - Lowers time and expense of cleanup under the bleachers.

SPECIFICATIONS

The closure panel is 100% recycled material. The material is non-corrosive, impact resistant and furnished from the factory in a gray color. The material may be painted in a wide range of colors with Liquistone® paint.

Closure panel material is impact resistant from the impact of hand propelled objects.

The standard material thickness is 3/4" (nominal) and has a flat surface to allow the application of graphics. Vertical gaps between the panels are trimmed with aluminum extrusions that eliminate any visual gap between the panels and control the alignment between panels. The top edge of the panel is trimmed with an aluminum channel that matches the thickness of the panel. Each panel is attached to the bleacher frame on not more than 6'-0" centers. Additional backing supports are provided as required.



Impact Strength = 40.0 ft/lbs

Maximum Water Absorption = 1.90%

For more information on our Closure Panel System or any of our products or full-service capabilities, visit us on the web or call us at

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Hybrid Precast Stadium System

An economical alternative to conventional precast seating bowl construction

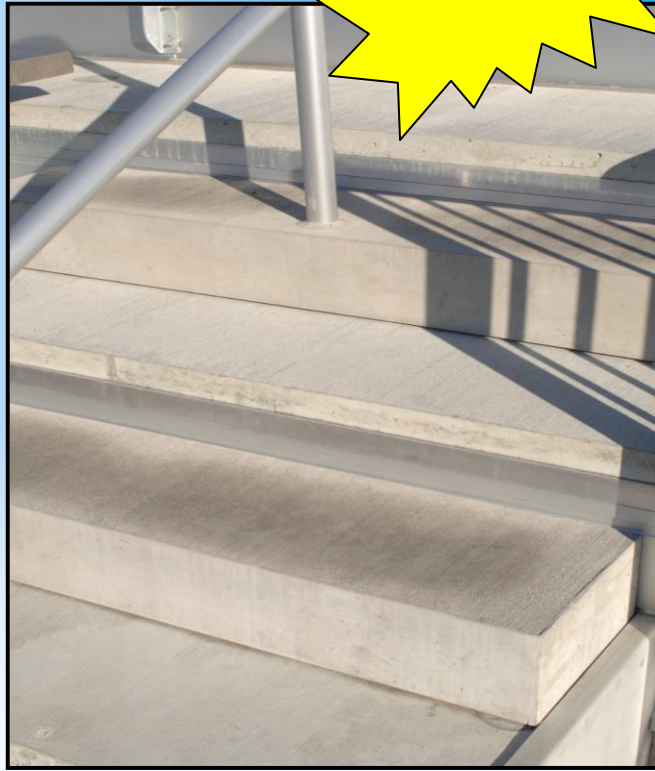
The Dant Clayton Hybrid Precast Stadium System is a pre-engineered product that provides all the benefits of a complete concrete stadium at a significantly reduced cost.

All walking surfaces are provided as lightweight precast elements.

Combined with an economical steel structure and metal risers, this revolutionary system will set a new standard in high quality, cost effective stadium construction.

Key Product Features

- ◆ Precast concrete provided with industry standard quality and connection details
- ◆ No drilling into concrete for seat attachments
- ◆ Structural steel column grid can be engineered for any application
- ◆ Half the weight of conventional pre-cast risers
- ◆ All engineering, fabrication, and erection are performed by Dant Clayton, simplifying the design and construction process
- ◆ Works with bleacher benches, chairs, or any other seat type
- ◆ Works with any rail type, standard Dant Clayton railing or custom



Offered at a price point halfway between a typical aluminum bleacher system and conventional concrete stadium construction

U.S. Patent No. 8,266,842

Innovative Stadium & Bleacher Solutions

For more information on any of our products or full-service capabilities, visit us on the web or call us at:

DANT CLAYTON

800-626-2177 / www.dantclayton.com

ADA Compliant

Easy Access for Everyone

Dant Clayton is sensitive to the needs of those who are physically challenged. In compliance with the intent of the Americans with Disabilities Act (ADA), the “accessibility forward” design is recommended as the best option to satisfy the unobstructed view requirements of ADA. Projects are individually designed to meet local accessibility requirements.



Each wheelchair patron and their companion have comfortable seating locations:

- Unobstructed views of the playing field.
- Non-congested locations.
- Easy access to ramp and stair exits.



For more information on our ADA compliant products or any of our products or full-service capabilities, **visit us on the web or call us at**

DANT CLAYTON 800-626-2177 / www.dantclayton.com

Rev. 2006-02-06

Product Safety

Making Safety a Top Priority

Product Safety is taken very seriously at Dant Clayton. Dant Clayton has always been a leader of product safety improvements in the bleacher industry. To ensure improvement in our industry, we participated on a committee for bleacher improvement with the Consumer Product Safety Commission (CPSC).



Bleacher safety is a very serious national concern.

A recent study from the CPSC indicates:

- 10 deaths from 1991-1999.
- 9 more deaths from 2000-2003.
- 19,100 injuries requiring emergency room treatment between 1991-1998.
- 22,100 injuries in 1999.
 - ü 6,100 caused by falling from or through the bleacher.
 - ü 4,910 involved children under the age of 15.

Dant Clayton's products are considered to be the safest in the bleacher industry. Our unique features to ensure bleacher safety are:

PREMIUM DECKING WITH NO OPEN GAPS

- Prevents bees and mosquitoes from feeding/nesting on decking.
- Prevents coats, purses, trash and even children from falling through gaps on to the ground.
- Maximizes control of spectator traffic and flow.

SLIP RESISTANT DECKING

- Slip resistance approximately equivalent to broom-finished concrete.

VERTICAL PICKET RAILING

- Non-Climbable design.
- Complies to the 4" rule of the CPSC.

CLOSURE PANELS

- Maximizes control of spectator traffic and flow.

COLOSSEUM-ONE SEATING MODULES

- No pinch points - The only stadium chair available as a single-piece integrated unit.

CODE COMPLIANT

- All of Dant Clayton's products are designed to meet all local code requirements.



For more information on any of our products or full-service capabilities,
visit us on the web or call us at

DANT CLAYTON 800-626-2177 / www.dantclayton.com

Product Warranties

We've Got You Covered

Every Dant Clayton product includes a warranty of material and craftsmanship. *When you work with us, you can rest assured you're getting only the best . . . we guarantee it.*

SAMPLE WARRANTY

The terms and conditions of this warranty are as follows:

1. Warranty period is for five (5) years on the structure, including Slip Resistant Deck, if applicable, and three (3) years on the finishes and shall commence on _____, that being earlier of (1) the first date of beneficial use or occupancy of Dant Clayton product OR (2) the date of the substantial completion of Dant Clayton's project work.
2. Should any part of the product furnished pursuant to the contract become defective during the warranty period as a result of faulty material and/or workmanship, and provided Dant Clayton is notified in writing within the warranty period of such defect, Dant Clayton will replace or repair at Dant Clayton's option the defective product part at no charge to the owner.
3. This warranty is provided and accepted with the mutual understanding that it shall be in lieu of all other guarantees, expressed or implied, including, without limitation, any warranty of merchantability or any warranty of the fitness of Dant Clayton's product for a particular purpose, and Dant Clayton shall not be liable for any damages, direct or indirect expenses, losses or costs of any type, including delay damages, financing costs, lost income or other consequential damages, as a result of any defect, or as a result of the time or processes required to correct any defect covered by warranty.
4. This warranty specifically excludes any defect or damage not caused by improper Dant Clayton workmanship or faulty Dant Clayton material, including, without limitation, defects or damages resulting from improper use, product abuse or vandalism; any storage, modification, fabrication, installation or other work of any kind not executed by Dant Clayton; inadequate or improper inspection, maintenance or failure to comply with manufacturer guidelines or recommendations; normal wear and tear under normal usage, acts of God, oxidation, fading, the effects of detergents or chemicals and the impact of pollutants; expendable components such as non-slip appliqués, decals, tags, etc. or third-party acts or omissions. Dant Clayton does not warranty the compliance of the product furnished with applicable codes and regulations.
5. In the event this warranty is required to be provided prior to receipt by Dant Clayton of its final contract payment, then this warranty is expressly conditioned on the receipt by Dant Clayton of all sums due under contract.
6. This warranty is offered solely for the benefit of the party with whom Dant Clayton contracted for the furnishing of the covered product and the owner of the project. It confers no benefit or right on any other party. The requirements imposed by and limitations of this warranty may be changed only in writing signed by the parties, and may not be waived or altered by the parties' conduct or by any prior course of dealing. This warranty shall be interpreted in accordance with and governed by the laws of the Commonwealth of Kentucky.

For more information on any of our products or full-service capabilities,
visit us on the web or call us at

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Rev. 2006-02-06