

VENDOR CONTRACT

Between Dynamo Playgrounds and
(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Playground Equipment and Services (LOUISIANA ONLY) #05092514

General Information

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if the awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

PURCHASE ORDER is the member entity's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and member entity will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

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Customer Support

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

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

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

Assignments of contracts

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

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

This Playground Equipment and Services (Louisiana Only) contract is for a period of fifteen (15) months only. Contract will expire on November 15, 2015. No option for renewal will be available.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS

participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS members at a price lower than can be obtained thru the TIPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. (Vendor may submit sales monthly on their own. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, its member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- o Providing material that does not meet the specifications of the contract;
- o Providing work and/or material that was not awarded under the contract;
- o Failing to adequately perform the services set forth in the scope of work and specifications;
- o Failing to complete required work or furnish required materials within a reasonable amount of time;
- o Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- o Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the Member on demand.

Member Purchasing Procedures

Purchase orders are issued by participating member to the awarded vendor indicating on the PO "**Per TIPS Contract Number 05092514**". PO is emailed to TIPS at tipspo@tips-usa.com and attached as a PDF file. TIPS will process the PO and forward to the vendor.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating member directly.
- Awarded vendor receives payment directly from the participating member.

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- Awarded vendor reports sales bi-monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by 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 Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until 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 Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

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

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to Members.

Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the 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 member and added to the purchase order.

Scope of Services

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

Project Delivery Order Procedures

The member having approved and signed an inter-local agreement may make a request of the awarded vendor under this contract when the 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 member as soon as possible, but must make contact with the member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the 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 member and have the member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders must go to the TIPS-Region VIII ESC office to tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be emailed from TIPS to vendor. Vendor must confirm receipt of orders to TIPS within 24 business hours. Vendor must open PO attachment to accept
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general and special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TIPS shall be the sole judge on the acceptance of exceptions/deviations and TIPS's decision shall be final.

SERVICES

It is the intention of TIPS to establish awarded contracts with highly qualified vendor(s). Vendor(s) shall, at the request of TIPS member, provide products and/or covered services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS. Vendor shall assist the TIPS member with making a determination of its individual needs, as stated below.

TIPS is seeking sealed proposals for **Playground Equipment and Service** contracts for this procurement in accordance with Texas Government Code Chapter 791. Interlocal Cooperation Code and Chapter 2267, Texas Education Code Section 44.031 Purchasing of Contract.

The vendor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS member partner.

Information To Bidders

TIPS intends to enter into multiple Vendor Awarded Contracts to provide indefinite delivery, indefinite quantity (IDIQ) contracts for **playground equipment and services**. These contracts will be available for use by all public entities such as ESC's, ISD's, universities, city and county governments, community colleges, state and federal agencies in these United States and other jurisdictions. It may also be used by certain private non-taxed entities. Each entity must have signed an inter-local agreement approved by their board or designated agent with TIPS.

The Vendor agrees to use as required Davis Bacon (See the UPB) or local wage rate that apply with some of the TIPS members. The member must supply any Davis Bacon or local wage rates requested. If applicable.

TIPS will receive **2% of the total revenue** from each PO executed under this contract. This fee will be included in the vendors price but will not be issued as a separate line item on any quote, proposal or purchase order issued to any TIPS member. This contract management fee will be required to be paid within thirty (30) days of the completion of any purchase or service work ordered. If the job has progress payments on large jobs the vendor will be required to pay in proportion to these payments within thirty (30) days of the invoice date.

Any Performance bond requirements or Payment Bonds will be arranged between the vendor and the TIPS Member and will meet the member's local and state requirements. A letter from a surety company that is licensed to do business in the state, or member's state, attesting to its willingness to bond your company for \$5 million dollars must be submitted. Vendors providing construction services may need to provide additional capacity as job orders 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 member and added to the purchase order.

SCOPE OF SERVICES

The specific scope of work for each job, service or purchase shall be pre-determined in advance and in writing between TIPS Member and Awarded Vendor.

It is okay if the member provides a general scope, but the Vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

CONTRACT AND DOCUMENTS

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the vendor's proposal. Once signed, if the vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail.

PROJECT DELIVERY ORDER PROCEDURES

The member having approved and signed inter-local agreement may make a request of the vendor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

The member will review proposals and if the member is in agreement with the proposed pricing and schedule, then other terms and requirements for the purchase will be issued that will contain the approved proposal (scope of work) and the Purchase Order ("PO"). The PO will include the Vendor Contract #, lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract. After the agreement is signed, a copy of the purchase order shall be sent to TIPS representative completing the contracting and inter-local requirements. Each order proposal shall be good for a period of 30 days unless an extension is agreed to by both the vendor and member.

SUPPORT REQUIREMENTS

If there is a dispute between the vendor and 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 vendors, TIPS project files, documentation and correspondence.

The vendor will be required to furnish and maintain a field office in an awarded region. All of the expenses of maintaining these offices including furnishings, supplies, fax, and mobile and local phone services are the vendor's overhead responsibilities.

Vendor Profile

1.1. Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that his firm is a HUB and/or M/WBE Yes No
(If yes, vendor must provide certificate in Section 7 (Certificates))

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a resident bidder. Yes No

Vendor's principal place of business is in the city of Rockland State of Ontario

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
 Is not owned or operated by anyone who has been convicted of a felony.
 Is owned or operated by the following individual(s) who has/have been convicted of a felony:
If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

1.4. Pricing Information

- 1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. Yes No
If answer is no, attach a statement detailing how pricing for TIPS participants would be calculated.
- 1.4.2. Pricing submitted includes the 2% TIPS participation fee. Yes No
- 1.4.3. Vendor agrees to remit to TIPS the required 2% participation fee. Yes No
- 1.4.4. Additional discounts to TIPS members for bulk quantities? Yes No

Prices are guaranteed for: (Standard Term is "Term of Contract") Term selected will affect scoring.

Month(s); or Year(s); or Term of Contract

Vendor contact responsible for collecting sales information and paying the 2% due to TIPS.

Contact person: Patrick Turner
Email: pturner@dynamoplaygrounds.com
Telephone: 1-613-446-0030

1.5. Vendor Service

- 1.5.1. Average shipping time after receipt of customer order is 40 working days.
- 1.5.2. Which description best describes your company's position in the distribution channel?

- Manufacturer direct Certified education/government reseller
 Authorized distributor Manufacturer marketing thru reseller
 Value-added reseller Other _____

1.5.3. Company experience in this category. 25 Years

The Vendor can provide services in Louisiana? Yes No
This RFP is for work in the state of Louisiana only.

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Company and/or Product Description: (This information will appear on the TIPS website for your company, if awarded a TIPS contract.) Limit 1000 characters.

Dynamo Playgrounds is the world leader in innovative playground equipment.

Our stunning designs and masterful engineering ensure that every piece we build inspires the imagination of children everywhere.

Our primary mission is the creation of the safest, most durable and most fun playground equipment in the world.

Each Awarded Vendor will have 2 contacts listed on the Vendor Profile page of the TIPS website. These 2 contacts will answer all sales and general information calls from TIPS members and direct them to the appropriate sales person. If vendor is awarded, these 2 contacts must be completely knowledgeable about the TIPS contract. Online training by the TIPS administration may be required of the 2 contacts listed below.

Primary Contact:

Name: Patrick Turner

Title: Business Development

Email: pturner@dynamoplaygrounds.com

Phone: 1-613-446-0030

Fax: 1-613-446-0034

Mobile: 1-613-897-6429

Mailing Address: 5-733 Industrielle St

City: Rockland

State/Zip: ON K4K 1T2

Secondary Contact:

Name: Sandra St. Jean

Title: Sales Coordinator

Email: sstjean@dynamoplaygrounds.com

Phone: 1-613-446-0030

Fax: 1-613-446-0034

Mobile: 1-613-220-3898

Mailing Address: 5-733 Industrielle St

City: Rockland

State/Zip: ON K4K 1T2

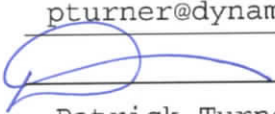
WORDS FOR "SEARCH ENGINE" - Please list words to be posted on your company's page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the award that you are submitting a proposal for. Words to be included in the Search Engine for my Company (Limit 500 words):

Dynamo Playgrounds, Biggo Swing, Biggo Ovni Swing, Biggo Spia Swing,
Apollo, Astro, Bridge, Ropes, Nets, Climber, Climbing, Climbing Net,
Spinning, Spinner, Rotating Climber, Rotating, Playground, Park,
Meteor, Asteroid, Genesis, Nature Play, Nature, GFRC, Quad Pods,
Course, Allegro, Beehive, Nebula, Hexamid, Fourtress, Palisade,
Trident, Galaxy, Jumping Spider, Jumper, Spider, StarNet, Rock,
Basketball, Merry-go-round, nylon rope, playground equipment, park
equipment, jungle gym, play structure, slide, swing,

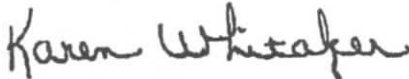
DO NOT LIST WORDS UNRELATED TO THIS CATEGORY

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company name	Dynamo Playground
Mailing Address	5-733 Industrielle St
City/State/Zip	Rockland ON K4K 1T2
Telephone No.	1-613-446-0030
Fax No.	1-613-446-0034
E-mail address	pturner@dynamoplaygrounds.com
Authorized signature	
Printed name	Patrick Turner
Position with company	Business Development
Website	www.dynamoplaygrounds.com
PURCHASE ORDER MAIN CONTACT NAME	Patrick Turner
CONTACT TELEPHONE #	1-613-446-0030
EMAIL FOR PO's TO BE SENT	pturner@dynamoplaygrounds.com

The Playground Equipment and Services (Louisiana Only) contract is for a period of 15 months (expires November 15, 2015). Vendors shall honor the Two Percent (2%) participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.



TIPS Authorized Signature



Approved by Region VIII ESC

9-25-14

Date

9-25-14

Date



References

- 1. City of Orlando Park Division**
Beth Gruber
Tel: 407-246-2212

Sept 2012 DX-1102 Jumping Spider
DX-3100 Biggo Swing
DX-2300-F Astro rotating climber
DX-1200 Mini Apollo rotation climber

Previously: at least six other units of swings and rotating climbers

- 2. City of Mesa Parks & Recreation**
Andrea Moore
Tel: 480-644-2643

July 2014 Eastmark Rope Course custom net climber

Sept 2013 DX-108 World's Tallest pyramid net climber
Riverview Rope Course custom net climber
DX-3100 Biggo Swing

Dec 2012 DX-2400 Quad Pod rotating climber
DX-902-A1 Asteroid frame net climber
DX-912 Nebula net climber
DX-3250 Biggo Ovni Swing
DX-3175 Biggo Spia Solo

- 3. City of San Francisco**
Edward Chin
Tel: 415-558-4485

Over Past 10 years more than 36 products including:
Rotating climbers, net climber and swings

- 4. City of Indianapolis**
Ben Jackson
Tel: 317-327-5106

2013 DX-2400 Quad Pod rotating climber qty: 3

2010 DX-2100-F Apollo w/floor rotating climber qty: 10



MANUFACTURER'S WARRANTIES

Dynamo Industries warrants its products to be free from defect in materials or workmanship for a period of (1) one year during normal use and installation and in accordance with our published specifications. Additional limited warranties cover the Products against defects caused by deterioration affecting the structural integrity of the equipment during the following periods starting from the sale and/or delivery date:

- 100 year limited warranty on aluminum and steel posts, with the exclusion of cosmetic defects, and providing that proper maintenance was performed on rotating parts according to Manufacturer's instruction.
- 100 year limited warranty on moulded aluminum parts, with the exclusion of cosmetic defects.
- 15 year limited warranty on tubular aluminum and steel components, and aluminum and stainless steel connectors, with the exclusion of cosmetic defects.
- 15 year limited warranty on PVC-coated steel decks, with the exclusion of cosmetic defects.
- 15 year limited warranty on nylon bearings and ring junction pieces, with the exclusion of cosmetic defects.
- 10 year limited warranty on cable breakage, with the exclusion of cosmetic defects.
- 5 year limited warranty on rubber seats or rubber mats for net events, with the exclusion of cosmetic defects.
- 5 year limited warranty on aluminum components of Biggo Swing™ Seat, with the exclusion of cosmetic defects.
- 3 year limited warranty on premature wear of nylon cables, with the exclusion of cosmetic defects. Determination of what constitutes premature wear will be at Manufacturer's discretion.
- 1 year limited warranty on stainless steel chain for Biggo Swing™, with the exclusion of cosmetic defects.
- 1 year limited warranty on rubber bumper for Biggo Swing™, with the exclusion of cosmetic defects.
- 1 year limited warranty on nylon bushings for Biggo Swing™, with the exclusion of cosmetic defects.

The warranty stated above is valid only if the structures are erected in conformity with the installation instructions and procedures furnished by Dynamo Industries using approved parts; have been maintained and inspected in accordance with Dynamo Industries' instructions; have been subjected to normal use for the purpose for which the goods were designed; have not been subjected to vandalism, misuse, neglect or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Dynamo Industries or its designees in any respect which, in the judgment of Dynamo Industries, affects the condition or operation of the structures.

This warranty *does not* cover cosmetic items (such as scratches, dents, marring, fading, discolouring and weathering), paint, normal wear and tear, or damage due to checking and warping.

These warranties cover either replacement or repair, at the Manufacturer's discretion, of any Products according to the above descriptions. Transportation costs beyond the cost of shipping to Buyer's (or Buyer's agent's) location and installation-on-site costs are not covered by these warranties, except where specific arrangements are made with written consent from the Manufacturer.

To make claim under the terms of the Warranty, the Buyer's written statement of claim, along with a copy of the original invoice, maintenance records, and supporting photographs, must be sent to the below listed address.

Glass Fibre Reinforced Concrete (GFRC) Limited Warranty

The company warrants GFRC sculptures against failure or defect, under normal usage conditions, for one (1) year from delivery-acceptance, excluding normal wear and tear. Normal wear and tear includes slight polishing of hand and footholds, slight fading of the color, hairline cracking of the concrete shell at stress points, minor scratches, minor chipping, weather related stains and efflorescence as a natural curing by-product. The company shall be notified of any failure or defect and shall repair or replace the damaged portion of the structure within 30 working days of notification at the company's sole expense, except where delayed by weather or access conditions.

Limitation of Remedies

The Company acknowledges that the remedies under this Limited Warranty shall be the repair or replacement of the Product or any components thereof which are determined by the Company to be defective in material or workmanship or, at the sole option of the Company, the refund of the purchase price of the Product in question. The Company shall not be liable for injury to property other than the Product itself.

Automatic Termination of Warranty Obligations

Any obligation of the Company under this Limited Warranty shall automatically and immediately terminate, without notice from or any further action by the Company and the Company shall have no responsibility for damages of any kind as a result of the occurrence of any of the following:

1. Accident, misuse, abuse or negligent use of the Product or any component thereof;
2. Any repair or alteration of the Product or any component thereof made outside the Company's facility, except by an employee of the Company or individual authorized to do so;
3. Improper installation or operation (including both mechanical and electrical) of the Product or any component thereof;
4. Shipment, handling, or natural catastrophic events;
5. Failure to provide normal maintenance for the Product or any component thereof.

Limitation on Damages (Consequential Damages Excluded)

The Company shall not be responsible for, nor does this Limited Warranty extend to, any consequential or incidental damages or expenses of any kind or nature, regardless of the cause thereof or any knowledge which the Company may have regarding the probability of the occurrence of such damages or expenses including, without limitation, injury to persons or property, loss of use of the Product, lost goodwill, lost resale profits, work stoppage, impairment of other goods, breach of contract, negligence or such other actions as may be deemed or alleged to be the cause of a loss or damage to the Owner, its agents, distributors, customers or any other persons.

Enforcement of Limited Warranty

Owner will immediately notify the Company in writing of any Product or component thereof to be repaired or replaced. Owner's written notice shall specify the Product or component thereof as well as list the facts or reasons supporting or underlying owners claim for relief under this Limited Warranty. Allegedly defective Products or components thereof shall be made available to the Company for repair or replacement. In the event that the Company elects to repair or replace the allegedly defective Product or component thereof, the Company shall ship and or travel, at the Company's expense, said replacement or repaired Product or component to owner via the lowest priced transportation available to the Company.