



## Region XIV Education Service Center

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1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

Monday, May 2<sup>nd</sup>, 2016

Landscape Structures, Inc.  
ATTN: Fred Caslavka  
601 7th Street South  
Delano, MN 55328

Re: Annual Renewal of NCPA contract #10-01

Dear Fred:

Region XIV Education Service Center is happy to announce that Landscape Structures, Inc. has been awarded an annual contract renewal for Playground Equipment based on the proposal submitted to Region XIV ESC.

The contract will expire on July 31<sup>st</sup>, 2017, completing the fifth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads 'Ronnie Kincaid'.

Ronnie Kincaid  
Region XIV, Executive Director

## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of July 16<sup>th</sup>, 2012, by and between National Cooperative Purchasing Alliance ("NCPA") and Landscape Structures Inc. ("Vendor").

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated July 16<sup>th</sup>, 2012 referenced as Contract Number NCPA 10-01, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Playground Equipment, Surfacing, Site Furnishings, and Related Products/Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and 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 Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- Vendor shall pay to NCPA a monthly/quarterly administrative fee based upon the total purchase price paid to Vendor for the sale of products and/or services pursuant to the Master Agreement based upon tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis.

<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the

amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at [reporting@ncpa.us](mailto:reporting@ncpa.us). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Vendor Name

NCPA Report

Month or Quarter


Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_


◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
Title: Director Business Development  
Address: P.O. Box 701273  
Houston, TX 77270  
Signature:   
Date: 7/16/2012

**Vendor: Landscape Structures Inc.**

Name: Fred Caslavka  
Title: Chief Financial Officer  
Address: 601 7th Street South  
Delano, MN 55328  
Signature:   
Date: 7/18/12

## Tab 5 – Products and Services

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- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
  - ◆ The following is a list of suggested (but not limited to) Playground Equipment, Surfacing, Site Furnishings, and Related Products/Services categories. List all categories that you are responding with:
    - Playground Equipment
      - Complete Systems
      - Stand-alone activities
      - System Components
      - Replacement Parts
      - Related Accessories
    - Surfacing Materials
    - Site Furnishings
      - Benches
      - Picnic Tables
      - Planters
      - Related Site Furnishings
    - Services
      - Installation
      - Design
      - Layout
      - Repair and/or Maintenance
      - Removal
      - Disposal
    - Related Products
      - Shade Structures
      - Skate Parks
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## Tab 5 – Products and Services

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Landscape Structures intends to offer our entire catalog offering. Price lists are included on enclosed CD.

Landscape Structures offering includes a 6% discount on Landscape Structures equipment orders up to \$80,000.

Landscape Structures will give an additional 2% discount on Landscape Structures equipment orders over \$80,000 (8% total discount).

Standard manufacturing lead time is two weeks from receipt of order on standard product, unlimited configurations, with no up charge. Expedited two-day lead time may be available upon request. Additional charges may apply. Lead time on custom product is determined at time of quote.

Freight is quoted on a “FOB Destination, freight prepaid and added” basis. Freight will be quoted to the customer prior to order from Landscape Structures' established freight charts or custom freight quote requested at time of equipment quote. See freight chart included on enclosed CD.

Landscape Structures can supply all the items listed on Tab 5 in the RFP as shown below either through our catalog offering on a discount basis or on a cost-plus basis with our network of certified installers and vendor relationships.

- Playground Equipment
  - Complete Systems
  - Stand---alone activities
  - System Components
  - Replacement Parts
  - Related Accessories
- Surfacing Materials
- Site Furnishings
  - Benches
  - Picnic Tables
  - Planters
  - Related Site Furnishings
- Services
  - Installation
  - Design
  - Layout
  - Repair and/or Maintenance
  - Removal
  - Disposal
- Related Products
  - Shade Structures
  - Skate Parks

Installation is offered on a percentage of the equipment list price, not-to-exceed basis. See installation chart by state on enclosed CD.

The following Landscape Structures products are quoted on a per project basis due to the variable nature of the products and the projects.

- Landscape Structures custom products

- PebbleFlex® safety surfacing
- AquaFlex® Waterplay Surfacing

Services necessary to provide turnkey project solutions are offered on a cost-plus basis and include, but are not limited to:

- Site work
- Grading
- Concrete work
- Tree removal
- Drainage solutions
- Other miscellaneous related services

Other products necessary to provide turnkey project solutions are offered on a cost-plus basis and include, but are not limited to:

- Poured-in-place rubber safety surfacing
- Engineered wood fiber safety surfacing
- Rubber safety surfacing tiles
- Sand
- Pea gravel
- Subbase
- Shelters
- Water play
- Site furnishings
- Other miscellaneous related products and services

Warranty and post-installation information is attached.

Landscape Structures product warranties are attached.

Landscape Structures will warranty the labor for one year on any project on which Landscape Structures has contracted to provide the installation. Per Landscape Structures standard product warranty, product warranty does not include installation to replace the warranted part.

Landscape Structures playground equipment complies with applicable standards. See attached compliance documents.

See attached Landscape Structures evidence of insurance. Project specific certificates will be provided upon customer request.

Landscape Structures written material specifications are attached.



## Landscape Structures Pricing for Custom and Non-LSI Products and Services

Description	Manufacturer's Net Price	Net Price to NCPA (freight not included)
<b>Landscape Structures Custom Quoted Products</b>		
Custom products	Quoted Per Project	Net Price + 2% Admin Fee
PebbleFlex	Quoted Per Project	Net Price + 2% Admin Fee
AquaFlex	Quoted Per Project	Net Price + 2% Admin Fee
Replacement parts	Quoted on as needed basis	Net Price + 2% Admin Fee
<b>Payment and Performance Bonds</b>		
	3% of Purchase Order Total	Net Price + 2% Admin Fee
<b>Services*</b>		
Services**	Not to exceed cost + 25%	Net Price + 2% Admin Fee
Services**	Not to exceed cost + 23%	Net Price + 2% Admin Fee
Site work		
Grading		
Concrete work		
Tree removal		
Drainage solutions		
Safety audits		
Structural calculations		
Other miscellaneous related services		
*for a single order total of same services by same subcontractor up to \$80,000		
**for a single order total of same services by same subcontractor over \$80,000		
<b>Non-LSI products***</b>		
Non-LSI products***	Not to exceed cost + 25%	Net Price + 2% Admin Fee
Non-LSI products****	Not to exceed cost + 23%	Net Price + 2% Admin Fee
Poured-in-place rubber safety surfacing		
Engineered wood fiber safety surfacing		
Rubber safety surfacing tiles		
Sand		
Pea gravel		
Subbase		
Shelters		
Water play		
Site furnishings		
Fencing		
Other miscellaneous related products and services		
***for a single order total of same product/vendor up to \$80,000		
****for a single order total of same product/vendor over \$80,000		