UltiPlay Parks & Playgrounds, Inc.
PO Box 374
Uxbridge, MA 01569

Phone: (508) 634-1497 Fax: (508) 634-6949
Email: dmartin@ultiplayus.com

2021 Barrington Shade- Bid

Jessica Tennis, Recreation Director Barrington Recreation Department 105 Ramsdell Rd. Barrington NH 03825	Phone: 603-664-5224 Fax: n/a Email: jtennis@barrington.nh.gov Mobile: n/a	Date: 5/23/2021 Rep: Dyana Martin

Qty	Item #	Name	Price	Total
2		Single Post Cantilever- Joined 20 x 40 Shade	$10,444.00	$20,888.00
1		Single Post Cantilever -20 x 20 Shade	$6,544.00	$6,544.00
		5% Discount on Non-Sale Items		-$1,371.00
		Shipping		$4,150.00
		Ultiplay Install		$15,000.00
		Sub Total		$45,211.00
		Taxes	0.000%	$.00
		TOTAL		$45,211.00

Comments: This quote is valid for thirty (30) days and requires our confirmation thereafter. State taxes will be collected unless a **tax-exempt certificate** is submitted with order. Delivery can occur within approximately 3 to 5 weeks after our receipt of an acceptable order.

Office Use Only:

Thank you for your business.

TOWN OF BARRINGTON
NEW HAMPSHIRE

Recreation Department
Request for Proposals – Recreation Playground Shade Structures – 2021

Company Identity

Company Name UltiPlay Parks and Playgrounds Inc

Mailing Address 43 Main street

City Blackstone, **State** MA **Zip** 01504

Principal Place of Business (if different than above) _____

Phone 508-634-1497 **E-Mail** MParody@UltiPlayUS.com

Contact Name Michael Parody

Contact Title President

Authorization (*Person signing must be authorized to sign a contract with the Town of Barrington*)

The undersigned, an authorized agent of his/her company, hereby certifies:

[X] I am familiar with all terms, conditions, and specifications herein stated;
[X] My organization is qualified to perform work and services as included;
[X] I received and acknowledged ___ (No.) addenda. non Received

Signature _____ **Date** 5/28/2021

WARRANTY INFORMATION

Statement of Limited Warranty for USA SHADE Products

1. The structural integrity of all supplied steel is warranted for ten years.
2. If assembly is provided by the Company, workmanship covering the labor for the removal, assembly, and cost of shipping will be covered for one year.
3. All steel surface finishes are warranted for one year.
4. Shadesure™, Coloursharde ® FR, Extreme 32™, Commercial 95™, SaFRshade™ and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
   - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated warranty;
   - Fabrics attached to Coolbrella structures carry a three year warranty;
   - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
   - Precontraint 502™ waterproof material is subject to an eight year pro-rated warranty
5. Sewing thread is warranted for ten years.

General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and/or replace defective structures, products, or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.

CONTACT US

Privacy - Terms

- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the company at warranty@usa-shade.com (mailto:warranty@usa-shade.com) for more details.

- All warranty claims covering Company-supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect, and must include a detailed description and photographs of the alleged defect or problem. Warranty claims should be submitted by email to: warranty@usa-shade.com (mailto:warranty@usa-shade.com).

- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.

- These limited warranties are void if:

  - the supplied structures, products, services and/or labor are not paid for in full;

  - the structures are not assembled in strict compliance with USA SHADE specifications;

  - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company— specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.

- These limited warranties do not cover defects and/or damages caused by:

  - normal wear and tear;

  - misuse, willful, or intentional damage, vandalism, contact with chemicals, cuts, or Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);

  - ice, snow, or wind loads in excess of the designed load parameters engineered for the supplied structures;

  - use, maintenance, neglect, repair and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.

- The limited warranties explicitly exclude:

  - workmanship related to assembly not provided by the Company or its agents;

  - fabric curtains, valances, and flat vertical panels;

  - fabric canopies installed on structures that were not engineered and originally supplied by the Company.

- **THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.**

- **THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

Coloursheade ® and Extreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

References for Barrington Shade Bid- Barrington NH

Nick Lawrence
Director of Parks and Recreation
Deerfield Parks & Recreation
8 Raymond Road
Deerfield NH 03037
603- 463-8811 ext. 305
Mobile 603-991-7627
parks@townofdeerfieldnh.com

Rene' Boudreau
Director of Recreation & Parks
Hampton Recreation & Parks Dept.
100 Winnacunnet Rd.
Hampton, NH 03842
Phone 603-926-3932
rlboudreau@town.hampton.nh.us

Deb Brown
Director of Recreation
Sandown Recreation Dept
25 Pheasant Run Dr.
Sandown, NH 03873
Phone: 603-887-1872

Lee Arthur
Rye Recreation
10 Central Road
Rye, NH 03870
Phone: 603-964-5523
larthur@town.rye.nh.us

Ed Mussey
State of New Hampshire Division of
Parks and Recreation
172 Pembroke Rd
Concord NH 03301
Phone: 603-271-2606
Edward.Mussey@dncr.nh.gov

Our company prides itself on its ability to work efficiently and effectively in a turn key fashion. We are distributors of playground equipment and site amenities and work in partnership with other vendors to get the best quality products for our customers. We are dedicated to providing the best quality products and installations. We also have many years of experience in installations of playground equipment, shade structures, dog parks, splash pads and other site amenities.

Having said that, our company installed the Barrington playground equipment at that location as a community build in 2018, and it would be a pleasure and joy to be chosen again to help complete a playground area vision for the Town of Barrington. We would love the opportunity to install the shades for that playground here in 2021. Our shade structures come from one of the top companies in manufacturing and quality in the shade business- USA Shade. The lead times for these particular shade structures is approximately 12 to 13 weeks, so our schedule for installing would be post summer camp dates and in the vicinity of the third to last week of August depending on when the equipment is ordered. It would take approximately 2 to 3 days to install the shades.

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www.ultiplayus.com

The UltiPlay Experience

For more than 20 years, we have been involved in the design, construction and maintenance of parks and playgrounds and our mission has remained focused on one specific goal:

Providing New England's communities and our clients with the highest quality Recreation Equipment and Service.

Have we succeeded? We challenge anyone to contact as many of our references as possible for the answer. Our company's president has personally completed over 250 community-built playgrounds of varying sizes and budgets and we continue to be recognized as the choice due to our design expertise, installation and follow-up services.

How do we continue to succeed in this environment filled with playground vendors and installation contractors?

- ***World Class Products***
- ***Professional Experience***
- ***Customer Service***

World Class Products:

We represent only industry certified, proven products from financially secure, environmentally sound companies. If it does not meet current guidelines we simply won't sell it.

Professional Experience:

Our staff at UltiPlay doesn't just sell to sell. We are hands-on and see each project through from conceptual design to final installation. Each member of the sales team is certified by the National Recreation and Parks Association (CPSI numbers available upon request). Additionally, our in-house installers are certified by Playworld, thereby meeting manufacturer and national guidelines (ASTM/CPSC). Lastly, given our engineering experience, all CAD/Design work is completed in-house and customization is never an issue.

Customer Service:

At UltiPlay, we don't just sell playgrounds, we help our customers manage their entire recreation project. Our knowledgeable staff of consultants, customer service personnel and installation/ service professionals are capable of assisting you with every aspect of the process. From safety concerns through complex design and installation issues, you will be guided each step of the way with the confidence that comes from years of experience. When it comes time for installation, whether you choose a Community-Built or turnkey playground installation, your certified sales associate will be on-site to supervise and assist throughout the entire installation. As a result, we offer a lifetime warranty and 100% customer satisfaction on installation.

Play Safe

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Play Right

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Have Fun

For your playground project, UltiPlay's experienced community-build supervisory staff would be on-site throughout the duration of the effort until successful completion. With over 500 such supervisions completed, we can ensure both a successful and rewarding community-build experience. For those hoping for turnkey installation, the entire construction effort can be completed by our in-house factory-certified installers.

If we can be of service, please do not hesitate to contact us.

Thank you for this opportunity and we look forward to working with you on your project.

Sincerely,

Michael L. Parody, CPSI

President

PLAYWORLD SYSTEMS

When trust matters.

Project Team Organization

Playworld Systems Management Team for Project

1. Josh Meyers/Playworld
    a. Liaison to UltiPlay regarding products/production.
    b. Involvement on an as-need basis.

2. Teira Knarr/Customer Service Representative
    a. Liaison to UltiPlay regarding production and shipping.
    b. Involvement through order processing, production and shipping of project.

UltiPlay Management Team for Project

1. Michael Parody, CPSI/President, UltiPlay Parks & Playgrounds, Inc.
    a. Oversight of project management, budget and installation activities.
    b. Oversight and coordination of preconstruction meeting and installation effort throughout duration of project and beyond with customer service and post-construction needs of client.
    c. Oversight of entire project including efforts from date of award through order processing, shipping, construction administration, scheduling and final project punch list/completion.
    d. Direct liaison with Town personnel throughout the duration of the project, including post-construction with client needs.
    e. Coordination of equipment delivery, site/equipment layout and kick-off of the installation activities.

2. Dyana Martin, CPSI Eastern Massachusetts Sales Representative, UltiPlay Parks & Playgrounds, Inc.
    a. Oversight of project management, budget and installation activities.
    b. Oversight and coordination of preconstruction meeting and installation effort throughout duration of project and beyond with customer service and post-construction needs of client.
    c. Oversight of entire project including efforts from date of award through order processing, shipping, construction administration, scheduling and final project punch list/completion.
    d. Direct liaison with Town personnel throughout the duration of the project, including post-construction with client needs.
    e. Coordination of equipment delivery, site/equipment layout and kick-off of the installation activities.

3. Kim Fontes, Office/Project Administrator
    a. Coordination of all equipment order preparation and placement.
    b. Responsible for coordination of equipment manufacturing, shipping and delivery.
    c. Coordination of all materials deliveries for installation effort to allow as timely an installation as possible.
    d. Involvement throughout the duration of the project from date of order placement through project completion.

UltiPlay Installation Supervisors

1. Flaviano Ferreira, Project Foremen
    a. Flaviano administers his own crew and has over 19 years of construction experience with Playworld's products and with UltiPlay.
    b. Responsible for coordination and execution of all installation activities on the site, including site preparation needs, equipment activities on the site, equipment installation per manufacturer's specifications and current guidelines, receipt of all deliveries and overall execution of project.
    c. Customer coordination as necessary.
    d. Responsible for all construction and on-site activities from time of delivery through project completion.
    e. Extensive heavy equipment experience.
    f. OSHA and CPSI certified.
    g. Overseeing crew of six certified-Playworld-installers complete with all necessary materials and equipment.

Project Schedule

With regard to project implementation and upon award of the contract, design aspects would be finalized with project team members as necessary. With design approval and acceptance, the order would be submitted to Playworld. Delivery would be approximately 6-7 weeks from time of order, but coordinated to commence with the requested installation date. All equipment and product installation instructions will accompany the delivery.

Conclusion

In conclusion, we hope that our proposal is of interest and meets your goals. All information specifically requested is either enclosed or attached, thereby providing a thoroughly complete proposal. Additional information is also available upon request. In short, our design will meet the needs for the children and residence of Acushnet for years to come and we look forward to assisting with the completion of the Little Toys Playground.