

Bid Number <u>50-134452</u>

A ONE TIME PURCHASE OF (5) 6 FOOT BENCHES WITH BACKREST AND VERTICAL SLAT PATTERN FOR THE JEFFERSON PARISH PARKS DEPARTMENT

BID DUE: MAY 5, 2021 AT 11:00 A.M.

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site, www.jeffparishbids.net, by the bid due date and time. Late bids will not be accepted.

Jefferson Parish Purchasing Department 200 Derbigny Street General Government Building, Suite 4400 Gretna, LA 70053

Buyer Name: Doris Abraham

Buyer Email: <u>DABRAHAM@jeffparish.net</u>

Buyer Phone: 504-364-2690

INVITATION TO BID
THIS IS NOT AN ORDER

BID NO.: 50-00134452

JEFFERSON PARISH

PURCHASING DEPARTMENT P.O. BOX 9 GRETNA, LA. 70054-0009 504-364-2678

VENDOR:

BUYER: DABRAHAM@jeffparish.net

Bids will be received until 11:00 AM, 5/05/2021 via online at www.jeffparishbids.net.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED
REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION,
HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2602(8) ARE ACCEPTABLE, SIGNATURE MUST BE A SECURED DIGITAL
SIGNATURE.

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louislana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louislana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647 as amended. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70063. You may also obtain a copy by visiting the Purchasing Department webpage at <u>purchasing.jeffparish.net</u> and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from http://purchasing.jeffparish.net and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department, JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking Into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in the quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum.

All formal Addenda require written acknowledgment on the bid form by the bidder by the bidder placing the Addendum number in the appropriate section. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected; JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

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BID NO.: 50-00134452

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INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI AI 17.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online.

This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at http://purchasing.jeffparish.net.

ADDITIONAL REQUIREMENTS FOR THIS BID

	PLEASE MAT	CH THE NUMBE	RS PRINTED IN	N THIS BOX WI	TH THE
(13)					

- All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(i), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
- Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not
 relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend
 the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing
 materials or performing any work that may be required to complete the work in accordance with the specification
 with no additional cost to the owner.
- 3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
- 4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.

DATE:

4/29/2021

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INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

- 5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
- 6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
- 7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000,00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000,00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
- 8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bld. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract
- NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the
 contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the
 contract.
- 10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
- 11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies). When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
- 12. This is an as needed basis contract. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
- 13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
- 14. PUBLIC WORKS BIDS Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
- 15. NON PUBLIC WORK BIDS Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

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INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

- 16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.
- 17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certificate that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

INVITATION TO BID THIS IS NOT AN ORDER

BID NO.: 50-00134452

ADDRESS:

METAIRIE TELEPHONE:

EMAIL ADDRESS:

JEFFERSON PARISH

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PURCHASING DEPARTMENT P.O. BOX 9 GRETNA, LA. 70054-0009

standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each it and upon request, product data for same must be submitted by the time specified by the Purchasing Department. DELIVERY: FOB JEFFERSON PARISH	504-364-2678	
As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana ta body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated in Purchasing Department. JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quotation. The order must not be filled at a higher price than quotation. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor. JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each it and upon request, product data for same must be submitted by the time specified by the Purchasing Department. DELIVERY: FOB JEFFERSON PARISH INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK INDICATE OF Addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder maknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection. Acknowledge Receipt of Addenda: NUMBER: NUMBER: NUMBER: NUMBER: NUMBER: NUMBER: NUMBER:	ENDOR: PYNA-PLAY LLC	BUYER: DABRAHAM
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NUMBER: NUMBER:	event that addenda are issued with this bid, bidders MUST acknowledge all adde owledge receipt of an addendum on the bid form by placing the addendum numbe owledge any addendum on the bid form will result in bid rejection.	enda on the bid form. Bidder must or as indicated. Failure to
NUMBER: NUMBER:	Acknowledge Receipt of Addenda: NUMBER:	
NUMBER:		
LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 43833	NUMBER:	
(ii applicable)	LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable)	43833
*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***	*** ALL BIDDERS MUST COMPLETE SECTION	N BELOW ***
FIRM NAME: DYNA - PLAY LLC		A CONTRACTOR OF THE CONTRACTOR
SIGNATURE: TITLE:	SIGNATURE: TITLE:	
(Must be signed here) PROJECT MANAGER PRINT OR TYPE NAME:	PRINT OR TYPE NAME:	ROJECT MANAGER

TOTAL PRICE OF ALL BID ITEMS: \$ 6,855.00

ZIP:

FAX:

70009

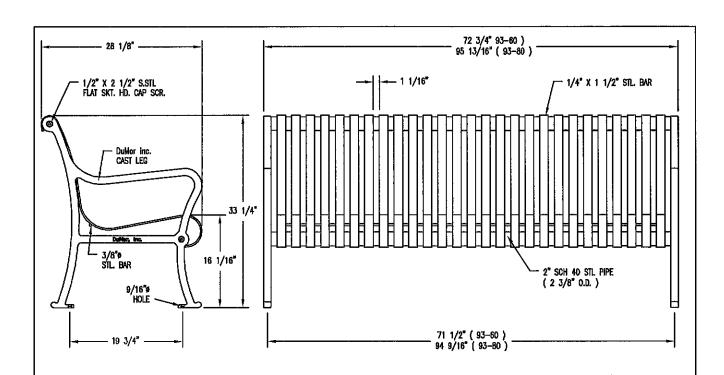
INVITATION TO BID FROM JEFFERSON PARISH - continued

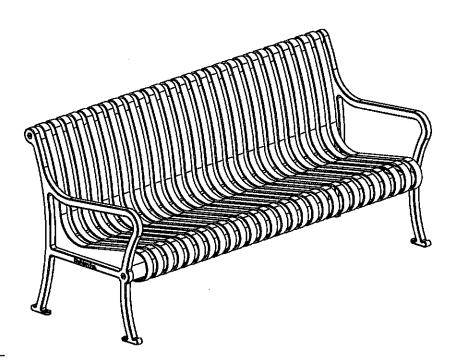
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BID NO.: 50-00134452

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	5.00	EA	A one time purchase of (5) benches for the Jefferson Parlsh Parks Department DUAOR 93-60 0010 - UltraBite Jackson Medel #96-88-6' Benches with backrest and vertical slat pattern. Color: Black	#126100	#1,261-00
2	1.00	EA	0020 - Freight For: Elmwood Square Benches Requested by: Ethan Landry Deliver to: JPRD Eastbank Warehouse 6925 Saints Dr. Metairie, LA 70003	\$\$ 50°°	#55000
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LENGTH OPTIONS

6' BENCH

□ 8' BENCH

NOTES:

1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.

2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED

BENCH BENCH	DATE DRAWN : 3/22/94 REV. DRAWN BY : AH DATE REV. : 5/7/08 G REV. BY : AH	DRAWING NUMBER 93 SERIES	SHEET 1 OF 2
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NOTES:

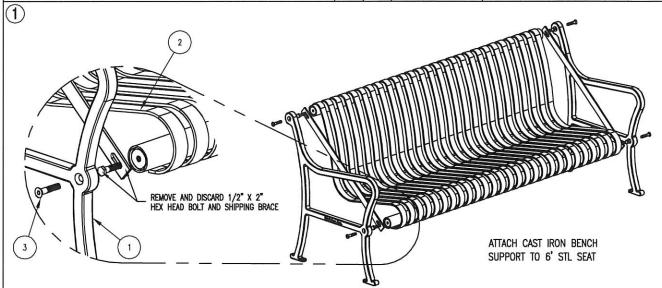
- 1.) DURING ASSEMBLY PROCEDURE; DO NOT COMPLETELY TIGHTEN HARDWARE.
- 2.) THE ACTUAL PARTS WILL NOT BE NUMBERED. NUMBERS ONLY APPLY TO DRAWING.
- 3.) UPON COMPLETION OF ASSEMBLY SQUARE ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
- 4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D
3/4" WRENCH
5/16" ALLEN WRENCH
1/2" MASONRY DRILL BIT

DRILL
RATCHET STRAP (PROVIDED)

		PARI	S LIST
ITEM	QTY	PART NO	DESCRIPTION
1	2	0-93-00-02	CAST IRON BENCH SUPPORT
2	1	0-93-60	6' STL SEAT ASSEMBLY
3	4	1-12-065	1/2" X 2 1/2" FLT SKT HD CAP SCR

ITEM	QTY	PART NO	DESCRIPTION
4	1	K-ANC0860-4	1/2" X 3 3/4" SS ANCHOR KIT (4PC)
5	1	K-FC0840-4	1/2" CAP HARDWARE KIT (4 PCS)



(1A)



PLACE SEAT ASSEMBLY ON WORK SURFACE ALLOWING ACCESS TO ENDS. PLACE RATCHET STRAP AROUND SEAT ASSEMBLY AS SHOWN ABOVE.

1B



TIGHTEN STRAP UNTIL SHIPPING BRACKET BECOMES LOOSE. THEN REMOVE AND DISCARD BOLTS & SHIPPING BRACKET.

(1C)



ATTACH CAST SUPPORT TO SEAT ASSEMBLY. IF HOLES IN CASTING DO NOT ALIGN WITH THE SEAT ASSEMBLY, ADJUST BY USING THE RATCHET STRAP.

(1D)



TIGHTEN HARDWARE THEN REMOVE RATCHET STRAP AND REPEAT THIS PROCEDURE ON THE OTHER END OF BENCH.



ASSEMBLY INSTRUCTIONS

DATE DRAWN : 3/22/94 DRAWN BY : AWH DATE REV. :5/7/08 REV. BY : AWH REV. DRAWING NUMBER

MBER 93 SERIES

SHEET 2 OF 2



DuMor, Inc. Standard Warranty

ALL PRODUCTS MANUFACTURED BY DUMOR, INC., ARE WARRANTIED AGAINST DEFECT IN MATERIALS AND/OR WORKMANSHIP AND IN ACCORDANCE WITH OUR PUBLISHED SPECIFICATIONS. DUMOR, INC. FURTHER WARRANTS OUR PRODUCTS AS FOLLOWS:

- LIMITED TWENTY-YEAR WARRANTY AGAINST STRUCTURAL FAILURE OF ALL STEEL BENCH FRAMES OR COMPLETE STEEL BENCH ASSEMBLIES, TABLE FRAMES, LITTER RECEPTACLE FRAMES, STEEL PLANTERS AND ALL CAST IRON AND ALUMINUM BENCH SUPPORTS.
- LIMITED FIVE-YEAR WARRANTY AGAINST STRUCTURAL FAILURE OF DOUGLAS FIR, REDWOOD AND IPE PRODUCTS.
- LIMITED TEN-YEAR WARRANTY AGAINST STRUCTURAL FAILURE OF RECYCLED PLASTIC—IT IS FURTHER WARRANTIED NOT TO DEGRADE, SPLIT, CRACK, OR SPLINTER DURING THIS PERIOD.
- LIMITED 3 YEAR WARRANTY ON STRUCTURAL FAILURE OF ALL BIKE RACKS.
- LIMITED ONE-YEAR WARRANTY ON ANY ITEM NOT SPECIFICALLY DISCUSSED ABOVE.

THE ABOVE WARRANTIES COMMENCE ON THE DATE OF INVOICE ISSUED FROM DUMOR, INC. SHOULD ANY FAILURE OCCUR WITHIN THE WARRANTY PERIOD, DUMOR, INC. SHALL, UPON WRITTEN NOTIFICATION FROM CUSTOMER, CORRECT THE PART(S) EITHER BY REPAIRING THE DEFECTIVE PART(S) OR BY SUPPLYING A NEW PART(S) WITHIN 60 DAYS OF RECEIPT OF THE WRITTEN NOTIFICATION. DUMOR, INC., SHALL, AT ITS EXPENSE, DELIVER THE REPAIRED OR NEW PART(S) TO THE JOB SITE. HOWEVER, DUMOR, INC., SHALL NOT BE RESPONSIBLE FOR PROVIDING LABOR OR INCURRING THE COST OF LABOR TO REMOVE THE DEFECTIVE PART(S) AND INSTALL THE REPAIRED OR NEW PART(S). ALL REPLACEMENT PARTS SHALL BE GUARANTEED FOR THE BALANCE OF THE ORIGINAL WARRANTY PERIOD.

THE WARRANTY IS VALID ONLY IF THE PRODUCTS HAVE BEEN ASSEMBLED AND INSTALLED PER DUMOR, INC., STANDARD INSTALLATION AND ASSEMBLY INSTRUCTIONS PROVIDED WITH EACH SHIPMENT AND IF THE PRODUCTS HAVE BEEN PROPERLY MAINTAINED AND INSPECTED ANNUALLY. THIS WARRANTY DOES NOT COVER CLAIMS FOR ITEMS HAVING BEEN SUBJECTED TO MISUSE, NEGLECT, ACCIDENT, VANDALISM OR THAT HAVE BEEN MODIFIED, ALTERED OR REPAIRED BY ANYONE OTHER THAN DUMOR, INC.; ITS AUTHORIZED REPRESENTATIVE; OR OTHERS DESIGNATED BY DUMOR, INC., TO MODIFY, ALTER, OR REPAIR THE PRODUCT.

THIS WARRANTY DOES NOT COVER COSMETIC ITEMS, NOR DOES IT COVER CLAIMS DUE TO CHECKING, SPLITTING AND WARPING, WHICH ARE NATURAL TENDENCIES OF WOOD PRODUCTS.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS. IN ADDITION, NO OTHER WARRANTY, ORAL, WRITTEN OR IMPLIED, MAY BE SUBSTITUTED FOR THE WARRANTY STATED ABOVE. TO THE EXTENT PERMITTED BY LAW, DUMOR, INC., SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. ALL CLAIMS MADE UNDER THE TERMS OF THIS WARRANTY MUST BE RECEIVED IN WRITING ALONG WITH A COPY OF THE ORIGINAL INVOICE.

CLAIMS MUST BE SENT TO DUMOR, INC., ATTENTION CUSTOMER SERVICE, P. O. BOX 142, MIFFLINTOWN, PA 17059-0142.

GEG/WARR-STD 4/16