



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DNR209046

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

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Taylor Sports and Recreation
 Chuck Taylor
 PO Box 1706
 Martinsburg, WV 25402

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T
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DIVISION OF NATURAL RESOURCES
 LOST RIVER STATE PARK
 ATTN: PARK SUPERINTENDENT
 ROUTE 2, BOX 24
 MATHIAS, WV
 26812 897-5372

DATE PRINTED 10/09/2008	TERMS OF SALE 30 DAY NET	SHIP VIA MIRACLE	F.O.B.	FREIGHT TERMS 30 DAY NET
BID OPENING DATE: 11/06/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		650-38		
<p>PLAYGROUND EQUIPMENT (NOT OTHERWISE CLASSIFIED)</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR NEW PLAYGROUND EQUIPMENT FOR LOST RIVER STATE PARK PER THE ATTACHED SPECIFICATIONS.</p> <p>A SITE WALK THROUGH WILL BE CONDUCTED ON 10/21/08 AT 11:00 AM. IT IS THE VENDOR'S RESPONSIBILITY TO BE FAMILIAR WITH THE PLAYGROUND SITES.</p> <p>TECHNICAL QUESTIONS MAY BE SUBMITTED IN WRITING TO FRANK WHITTAKER VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 10/24/08 AT 3:00 PM.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT</p>						

RECEIVED
 2009 NOV -3 A 9:34
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Thomas C. Nelson TELEPHONE: 304-744-6548 DATE: 10-30-08

REGIONAL REP: 55-0778347 FEIN: 55-0778347 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form
4. Unit prices shall prevail in case of discrepancy
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DNR209046

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

PURCHASING

RFQ COPY
 TYPE NAME/ADDRESS HERE

Taylor Sports + Recreation
Po Box 1706
MARTINSBURG, WV 25402

SHIP TO

DIVISION OF NATURAL RESOURCES
 LOST RIVER STATE PARK
 ATTN: PARK SUPERINTENDENT
 ROUTE 2, BOX 24
 MATHIAS, WV
 26812 897-5372

DATE PRINTED 10/09/2008	TERMS OF SALE <i>30 DAY NET</i>	SHIP VIA <i>MIRACLE</i>	F.O.B.	FREIGHT TERMS <i>30 DAY NET</i>
BID OPENING DATE: 11/06/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: DNR209046</p> <p>BID OPENING DATE: 11/06/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>744-6545</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Thomas C. Johnson* TELEPHONE: *304-744-4548* DATE: *10-30-08*
 REGIONAL REP FEIN: *55-0778347* ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DNR209046

PAGE
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

*Taylor Sports + Recreation
 PO Box 1706
 MARTINSBURG, WV
 25402*

SHIP TO

DIVISION OF NATURAL RESOURCES
 LOST RIVER STATE PARK
 ATTN: PARK SUPERINTENDENT
 ROUTE 2, BOX 24
 MATHIAS, WV
 26812 897-5372

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/09/2008	<i>30 DAY NET</i>	<i>Miracle</i>		<i>30 DAY NET</i>
BID OPENING DATE: 11/06/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>THOMAS C. NELSON</i> <i>304-744-6548</i>						
***** THIS IS THE END OF RFQ DNR209046 ***** TOTAL:						<i>\$5,455.75</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Thomas C. Nelson* TELEPHONE: *744-6548* DATE: *10-30-08*
 TITLE: *Regional Rep* FEIN: *55-0778347* ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Item No	Quantity	Description	Unit Price	Amount
		<p>To supply playground equipment for two separate playground areas at Lost River State Park, Mathias, West Virginia. Additionally, the Request For Quotation includes the purchase of equipment for a family fitness trail. Park personnel will install the playground equipment. The award may be split if it is in the best interest of the West Virginia Division of Natural Resources.</p>		
1	1	<p>Recreation Building Playground</p> <p>This swing set will offer play activities for children ages eighteen (18) months to four (4) years.</p> <p>Henderson Recreation Equipment heavy duty swing, Model # SW320, or equal. Swing must be a minimum of 8 ft (2438) mm in height with a minimum of 3.5 inch (89) mm O.D. x 8 gauge (4mm) galvanized steel top bar; must have heavy duty swing bearings, swing chain and two slash-proof baby seats, Henderson Recreation Equipment, Model # SS042, or equal.; infant seat must be fully enclosed and a minimum of 3/8 inch (10mm) EPDM rubber and polymer blend with a vandal-proof insert and heavy duty rust proof hardware; and color must be forest green and dark brown. F.O.B. Destination. Freight or delivery charges are to be included in the price of the goods. Delivery must be made within ninety (90) days of purchase order award.</p>	NO BID	
		<p>Hillside across from Recreation Building</p> <p>This rock climber will offer play activities for children ages five (5) to twelve (12) years.</p>	NO BID	
2	1	<p>Cre8play climbing rock-strato rock climber, Model # STRATO-1 or equal. Climber must be a minimum of 9' in height. and dimensions must be a minimum of 11'6" x 14'6". F.O.B. Destination. Freight and or delivery charges are to be included in the price of the goods. Delivery must be made within ninety (90) days of purchase order award.</p>		

Item No	Quantity	Description	Unit Price	Amount
		<p>Game Hill Area The family fitness trail will provide exercise activities for children ages five (5) to twelve (12); children twelve years and older; and adults.</p>		
3	1	<p>Miracle log roll, Model #822, or equal. Log roll must have a minimum of two posts with handholds supporting a horizontal textured cylinder upon which users may stand and cause to spin by walking or running. Posts must be a minimum of 106" long (pipe length before end cap) and must be constructed of a minimum of 5" pipe with a minimum of 5" round end caps mechanically fastened at top end. Handholds must be a minimum of 1" pipe and welded to the posts. Textured cylinder must have a minimum diameter of 48" by 16" and must be constructed of medium density polyethylene and a minimum axle of 1" pipe. Assembly must contain Versalok Fasteners and Fastener style A hardware. Posts and clamps must have a Mira-Cole finish. Colors must be forest green and dark brown and colors must be molded in the log roll. F.O.B. Destination. Freight and or delivery charges are to be included in the price of the goods. Delivery must be made within ninety (90) days of purchase order award.</p>	AS Spec'd	899.00

Item No	Quantity	Description	Unit Price	Amount
4	1	Miracle Power pedaler, Model #82, or equal. Ground space must be a minimum of 1'-0"x4'-5" and a 4'-0"x17'-0" protective area. Freestanding power pedalers are dynamic levers mounted between posts which users operate with arms, legs, or both. Arms operated lever must be constructed of a minimum of formed 1" tube and legs operated lever must be constructed of formed 1" pipe solid welded with 2" square tube and 12 gage end caps. Each lever must contain two hand or foot grips constructed of high density polyethylene mechanically fastened. Support weldment sleeves must be constructed of a minimum of 5" Sch 40 pipe with U-shaped rails of a minimum of 1" pipe, 12 gage and mounting plate of 7 gage galvanized sheet, all solid welded. Posts must be constructed of a minimum of 5" tube with a 5" round end cap pressed into its top end. Post length must be a minimum of 106" before cap. Assembly must contain Fastener Style A hardware. Lever rails, posts, and support weldments must be finished with Mira-Cote. Colors must be forest green and dark brown and hand or foot grips shall have color molded.	AS SPECED	1258
5	1	Healthy Circuit Adult Sit Up, Model 161004, or equal. Sit up dimensions must be a minimum of 62-1/2"x40-1/2" and color must be forest green and dark brown. F.O.B. Destination. Freight and or delivery charges are to be included in the price of the goods. Delivery must be made within ninety (90) days of purchase order award.	AS SPECED	1608
6	1	Healthy Circuit Adult Health Walker, Model #161005, or equal. Walker dimensions must be a minimum of 39"x21" and color must be forest green and dark brown. F.O.B. Destination. Freight and or delivery charges are to be included in the price of the goods. Delivery must be made within ninety (90) days of purchase order award.	AS SPECED	1208
DELIVERY \$482.75			TOTAL	\$5455.75

LOST RIVER STATE PARK PLAYGROUND SPECIFICATIONS – CONTD.

All playground equipment must meet the following requirements:

- Compliance with U.S. Consumer Product Safety Commission, Handbook for Public Playground Safety.
- Compliance with ASTM Standard F 1487.
- Compliance with Architectural and Transportation Barriers Compliance Board, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Play Areas.

Vendors must submit the following attachments:

- Complete manufacturer's parts specifications and warranties.
- Layout drawing to scale of the proposed play structure or equipment.
- ASTM and CPSC Statement of Compliance

Warranties:

- All equipment must be guaranteed to be free of defects in workmanship and material for a minimum of one year from date of acceptance. However, if manufacturer warranty periods are longer than the required minimum one year warranty, those warranties shall apply.

The award may be split if it is in the best interest of the West Virginia Division of Natural Resources.

Vendors must have a familiarity with the proposed areas for which the playground equipment is to be purchased and installed. Owner will conduct site walk through on (date) at (time) for interested parties.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: Taylor Sports + Rec
Authorized Signature: Thomas C. Nelson Date: 10-30-08

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts) *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: TAYLOR Sports + More Signed: Thomas C. Nelson
 Date: 10-30-08 Title: 10-30-08

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive

WARRANTY

Buyer agrees that products sold by
Miracle® Recreation Equipment Company
carry only the following warranty:

1. **LIMITED ONE HUNDRED (100) YEAR WARRANTY** on aluminum deck posts, steel deck posts the Versalok® fastening system, and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or by defective materials or defective workmanship
2. **LIMITED TWENTY-FIVE (25) YEAR WARRANTY** on the performance of Play Terrain™ Rubber Crumb Safety Surfacing.
3. **LIMITED FIFTEEN (15) YEAR WARRANTY** on steel support legs and Mira-Therm II on KIDS' CHOICE®, CENTER STAGE®, MEGA TOWER™, and TOTS' CHOICE® against structural failure caused by corrosion, defective materials, or defective workmanship.
4. **LIMITED FIFTEEN (15) YEAR WARRANTY** on playsystem steel components including railings, rungs, and rigid climbers against structural failure caused by defective materials or defective workmanship.
5. **LIMITED FIFTEEN (15) YEAR WARRANTY** on Rockite® against structural failure caused by defective materials or defective workmanship.
6. **LIMITED TEN (10) YEAR WARRANTY** on all Play Cover™ steel frames against failure due to corrosion, deterioration, or faulty workmanship.
7. **LIMITED EIGHT (8) YEAR WARRANTY** on Play Terrain™ Rubber Crumb color steadfastness
8. **LIMITED FIVE (5) YEAR WARRANTY** on all Play Cover™ fabric due to rot, UV deterioration (shades of red are limited to 3 years), or defective workmanship.
9. **LIMITED FIVE (5) YEAR WARRANTY** on Kidrox™ Climbing Rocks and RAINBOW BEND™ and enclosed waterslide fiberglass sections against structural failure caused by defective materials or defective workmanship. Limited one (1) year warranty on all waterslide and pool slide support structures, stairways, landings, and railings against structural failure caused by defective materials or defective workmanship
10. **LIMITED THREE (3) YEAR WARRANTY** on Slashproof Seats and 360° Bucket Tot Seats for swings against structural failure caused by defective materials or defective workmanship.
11. **LIMITED ONE (1) YEAR WARRANTY** on IODDLERS' CHOICE® main support materials and decks against structural failure caused by defective materials or defective workmanship.
12. **LIMITED ONE (1) YEAR WARRANTY** on bleachers against structural failure caused by defective materials or defective workmanship.
13. **LIMITED ONE (1) YEAR WARRANTY** on all products not listed above including all moving parts and flexible climbers against structural failure caused by defective materials or defective workmanship.
14. **LIMITED SIX (6) MONTH WARRANTY** on sewn fabric components on Early Childhood products.
15. These limited warranties do not include fading of colors (except on Play Cover™ and Play Terrain™ Rubber Crumb), damage due to excessive wear and tear, vandalism, or negligence. These warranties are valid only if products are installed according to manufacturer's installation instructions.
16. All warranties begin on the date of Miracle's invoice. Repaired or replacement part(s) are only warranted for the balance of the original limited warranty.

BUYER'S REMEDY If any of the products prove to be defective or non-conforming under normal operations within the above-prescribed warranty periods. Buyer must promptly notify Miracle in writing at P.O. Box 420, Monett, MO 65708 USA. Miracle will within a reasonable time repair or replace such defective or non conforming product by providing free of charge replacement part(s) to the site. Miracle will not be responsible for the cost of labor for the removal of nor the cost of labor for the installation of repaired or replacement part(s).

These limited warranties do not apply to structures not erected in conformity with Miracle's installation instructions, structures not maintained or inspected in conformity with Miracle's instructions, parts that have been modified, altered or misused, parts that have not been used as designed or intended, structures that have had parts added or substituted, damage or reduction in value due to vandalism, abnormal use, or abuse. Buyer, by acceptance and use of this warranty, agrees that it waives any rights it may have to claim or assert that this limited warranty fails of its essential purpose. Buyer agrees venue for any action shall be in Barry or Greene Counties in the State of Missouri.

Except as specifically stated herein, all warranties, express or implied, including but not limited to any implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE are hereby EXCLUDED. This warranty excludes any other liability other than expressly stated including, without limitation, any incidental or consequential damages.



MIRACLE
RECREATION EQUIPMENT COMPANY

Product Specifications

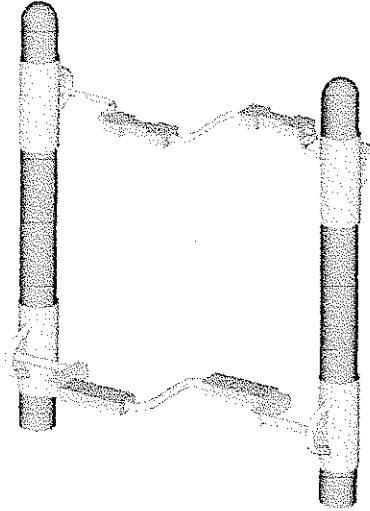
March 24, 2005

Rev. C

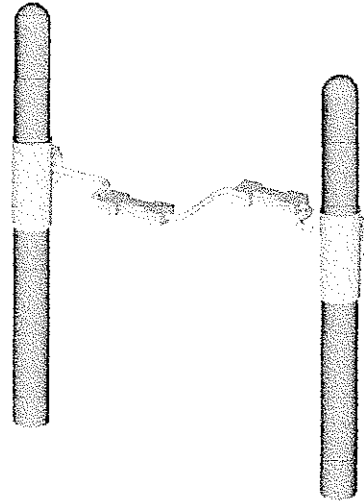
Freestanding Power Pedaler

823 and 823-1

Power Pedaler - Arms & Legs,
Freestanding



Power Pedaler - Arms Only,
Freestanding



Power Pedalers, Freestanding

823, 823-1

Freestanding Power Pedaler

Power Pedaler, Freestanding

<u>MODEL #</u>	<u>PRODUCT</u>	<u>GRND SPC.</u>	<u>PROT. AREA</u>	<u>CONCRETE</u>
823	Power Pedaler - Arms & Legs	1'-0" x 4'-5"	14'-0" x 17'-0"	0.26 cu. yds.
823-1	Power Pedaler - Arms Only	1'-0" x 4'-5"	N/A	0.26 cu. yds.

DESCRIPTION

Freestanding Power Pedalers are dynamic levers mounted between posts which users operate with arms, legs, or both

MATERIALS

Lever: Arms-operated lever shall be constructed of formed 1" tube and legs-operated lever shall be constructed of formed 1" pipe solid welded with 2" square tube and 12 ga end caps. Each lever shall contain two hand or foot grips constructed of high density polyethylene mechanically fastened.

Support Weldments: The support weldment sleeves shall be constructed of 5" Sch 40 pipe with U-shaped rails of 1" pipe, 12 ga. and mounting plate of 7 ga. galvanized sheet, all solid welded.

Posts: The posts shall be constructed of 5" tube with a 5" round end cap pressed into its top end. Post length shall be 106" before cap.

Fasteners: The assembly shall contain Fastener Style A hardware.

Finishes: The lever rails, posts, and support weldments shall be finished in Mira-Cote. The hand or foot grips shall have color molded in.

Consult Miracle's "Glossary of Technical Data for Materials Processes & Finishes" for specifications of underlined items.

823, 823-1



Product Specifications

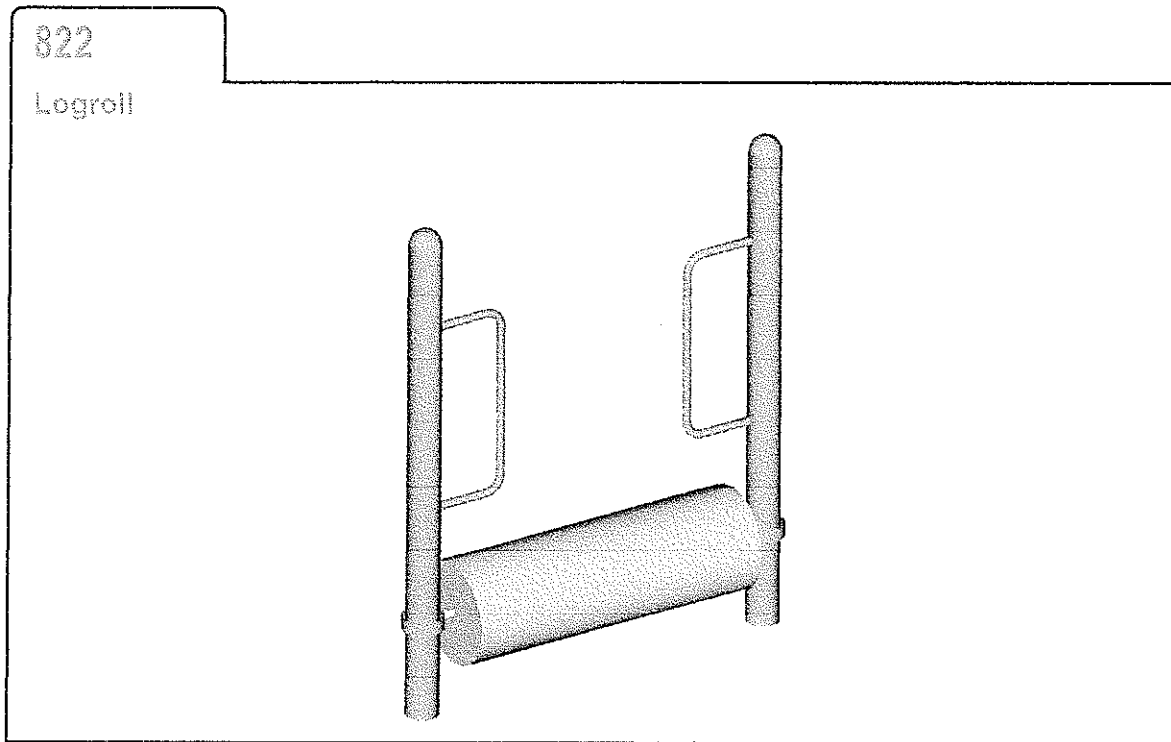
Nov. 15, 2002 Rev A

Logroll

MIRACLE
RECREATION EQUIPMENT COMPANY

822

Logroll



Logroll

822

Logroll

Logroll

<u>MODEL #</u>	<u>PRODUCT</u>	<u>PROTECTIVE AREA</u>	<u>GROUND SPACE</u>	<u>CONCRETE</u>
822	Logroll	17'-6" x 13'-4"	5'-6" x 1'-4"	0.26 cu. yds.

DESCRIPTION

The Logroll comprises two posts with handholds supporting a horizontal textured cylinder upon which users may stand and cause to spin by walking or running.

MATERIALS

Posts: The 106" long (pipe length before endcap) posts shall be constructed of 5" pipe with 5" round end caps mechanically fastened at top end. Handholds of 1" pipe shall be welded to the posts.

Logroll: The 48" long by 16" diameter textured cylinder shall be constructed of medium density polyethylene approximately 3/16" to 3/8" thick, with bearings of ultra high density polyethylene and an axle of 1" pipe

Fasteners: The assembly shall contain Versalok Fasteners and Fastener Style A hardware.

Finishes: The posts and clamps shall have a Mira-Cote finish. The logroll shall have color molded in

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of underlined items.

822



Product Specifications

June 12, 2008

Rev. A

MIRACLE RECREATION EQUIPMENT COMPANY Healthy Circuit

<u>MODEL #</u>	<u>PRODUCT</u>	<u>DIMENSIONS (LxW)</u>	<u>CONCRETE</u>
161000	Healthy Circuit Facility Sign with Post	54" X 12"	0.09 cu. yds.
161001	Healthy Circuit Adult Ski Stepper	44-1/2" X 19-1/2"	0.09 cu. yds.
161002	Healthy Circuit Adult Mini Ski	44-1/2" X 35-1/2"	0.09 cu. yds.
161003	Healthy Circuit Adult Pull Down Challenger	79-1/2" X 35-1/2"	0.09 cu. yds.
161004	Healthy Circuit Adult Sit Up	62-1/2" X 40-1/2"	0.09 cu. yds.
161005	Healthy Circuit Adult Health Walker	39" X 21"	0.09 cu. yds.
161006	Healthy Circuit Adult Waist Twister	51-1/2" X 57-1/2"	0.26 cu. yds.
161007	Healthy Circuit Adult Leg Stretch	32" X 36-1/2"	0.09 cu. yds.
161008	Healthy Circuit Adult Power Push	74" X 27-1/2"	0.09 cu. yds.
161009	Healthy Circuit Adult Parallel Rails	68-1/2" X 21-1/2"	0.09 cu. yds.
161010	Healthy Circuit Adult Push Hands	40-1/2" X 44-1/2"	0.09 cu. yds.
161301	Healthy Circuit Small Group (4 stations)	N/A	N/A
161302	Healthy Circuit Medium Group (7 Stations)	N/A	N/A
161303	Healthy Circuit Large Group (10 Stations)	N/A	N/A

DESCRIPTION

Healthy Circuit components are a fun and convenient way for adults to become physically fit. Healthy Circuit consists of 10 components suitable for indoor or outdoor use, and are specially designed to actively target three distinct muscle groups. Models 161001 through 161303 are also available as slab mounted components.

For Materials see page 2

Healthy Circuit



MIRACLE RECREATION EQUIPMENT COMPANY Healthy Circuit

Healthy Circuit Specifications

Healthy Circuit Ski Stepper frame is manufactured from 114.3mm (4.5") \varnothing 9 gauge & 89mm (3.5") 6 gauge sturdy steel tubes with a 18mm (.7") plate steel mounting flange. The dynamic assembly is constructed from 60mm (2-3/8") \varnothing 6 gauge, 50mm (2") \varnothing 6 gauge, & 25mm (1") \varnothing 12 gauge tubing. The entire assembly is primed & electrostatically powder-coated. Sealed ball bearings are used at every moving joint to ensure smooth & long lasting performance. The component meets ASTM F2276 & ASTM F1749 & is supplied with decals demonstrating function & user alerts

Healthy Circuit Mini Ski frame is manufactured from 114.3mm (4.5") \varnothing 9 gauge, 60mm (2-3/8") \varnothing 6 gauge, 50mm (2") \varnothing 6 gauge, & 25mm (1") \varnothing 12 gauge sturdy steel tubes with a 18mm (.7") plate steel mounting flange. The dynamic assembly is constructed from 50mm (2") \varnothing 6 gauge tubing. The entire assembly is primed & electrostatically powder-coated. Sealed ball bearings are used at every moving joint to ensure smooth & long lasting performance. The component meets ASTM F2276 & ASTM F1749 & is supplied with decals demonstrating function & user alerts

Healthy Circuit Pull Down Challenger frame is manufactured from 114.3mm (4.5") \varnothing 9 gauge & 50mm (2") \varnothing 6 gauge sturdy steel tubes with a 18mm (.7") plate steel mounting flange. The dynamic assembly is constructed from 50mm (2") \varnothing 6 gauge, & 38mm (1.5") \varnothing 13 gauge tubing. The entire assembly is primed & electrostatically powder-coated. Sealed ball bearings are used at every moving joint to ensure smooth & long lasting performance. The component meets ASTM F2276 & ASTM F1749 & is supplied with decals demonstrating function & user alerts.

Healthy Circuit Sit-Up frame is manufactured from 114.3mm (4.5") \varnothing 9 gauge, 38mm (1.5") \varnothing 12 gauge, & 32mm (1.2") \varnothing 12 gauge sturdy steel tubing. The entire assembly is primed & electrostatically powder-coated. The component meets ASTM F2276 & ASTM F1749 & is supplied with decals demonstrating function & user alerts.

Healthy Circuit Health Walker frame is manufactured from 114.3mm (4.5") \varnothing 9 gauge, 89mm (3.5") 6 gauge, & 38mm (1.5") \varnothing 13 gauge sturdy steel tubes with a 18mm (.7") plate steel mounting flange. The dynamic assembly is constructed from 60mm (2-3/8") \varnothing 6 gauge & 38mm (1.5") \varnothing 12 gauge tubing. The entire assembly is primed & electrostatically powder-coated. Sealed ball bearings are used at every moving joint to ensure smooth & long lasting performance. The component meets ASTM F2276 & ASTM F1749 & is supplied with decals demonstrating function & user alerts

Healthy Circuit Waist Twister frame is manufactured from 114.3mm (4.5") \varnothing 9 gauge & 25mm (1") \varnothing 12 gauge sturdy steel tubes with a 18mm (.7") plate steel mounting flange. The dynamic assemblies are constructed from 60mm (2-3/8") \varnothing tubing with a 18mm (.7") plate steel mounting flange. The entire assembly is primed & electrostatically powder-coated. Sealed ball bearings are used at every moving joint to ensure smooth & long lasting performance. The component meets ASTM F2276 & ASTM F1749 & is supplied with decals demonstrating function & user alerts

Healthy Circuit Leg Stretch frame is manufactured from 114.3mm (4.5") \varnothing 9 gauge & 32mm (1.25") 13 gauge sturdy steel tubes with a 18mm (.7") plate steel mounting flange. The entire assembly is primed & electrostatically powder-coated. The component meets ASTM F2276 & ASTM F1749 & is supplied with decals demonstrating function & user alerts

Healthy Circuit Power Push frame is manufactured from 114.3mm (4.5") \varnothing 9 gauge & 50mm (2") \varnothing 6 gauge sturdy steel tubes with a 18mm (.7") plate steel mounting flange. The dynamic assembly is constructed from 50mm (2") \varnothing 6 gauge, & 38mm (1.5") \varnothing 13 gauge tubing. The entire assembly is primed & electrostatically powder-coated. Sealed ball bearings are used at every moving joint to ensure smooth & long lasting performance. The component meets ASTM F2276 & ASTM F1749 & is supplied with decals demonstrating function & user alerts.

Healthy Circuit Parallel Rails frame is manufactured from 114.3mm (4.5") \varnothing 9 gauge & 32mm (1.25") 13 gauge sturdy steel tubes with a 18mm (.7") plate steel mounting flange. The entire assembly is primed & electrostatically powder-coated. The component meets ASTM F2276 & F1749 & is supplied with decals demonstrating function & user alerts.

Healthy Circuit Push Hands frame is manufactured from 114.3mm (4.5") \varnothing 9 gauge & 38mm (1.5") 11 gauge sturdy steel tubes with a 18mm (.7") plate steel mounting flange. The dynamic assembly is constructed from 25mm (1") \varnothing 16 gauge tubing with a machined steel hub. The entire assembly is primed & electrostatically powder-coated. Sealed ball bearings are used at every moving joint to ensure smooth & long lasting performance. The component meets ASTM F2276 & ASTM F1749 & is supplied with decals demonstrating function & user alerts.

Product specifications are correct at the time of product release. However, Miracle Recreation Equipment company has a history & policy of continuous product development & improvement & therefore reserves the right to improve, alter or discontinue specifications without notice.