



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
DNR210023

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL
304-558-2596

VENDOR
 *709054414 304 263 7857
 TAYLOR SPORTS & RECREATION
 PO BOX 1706
 MARTINSBURG WV 25402

SHIP TO
 DIVISION OF NATURAL RESOURCES
 PANTHER STATE FOREST
 POST OFFICE BOX 287
 ROUTE 3/2, PANTHER CREEK ROAD
 PANTHER, WV
 24872 304-938-2252

DATE PRINTED 08/06/2009	TERMS OF SALE 30 DAY NET	SHIP VIA MIRACLE	F.O.B. YES - DESTIN. PREPAID - NET 30	FREIGHT TERMS
BID OPENING DATE: 09/01/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		650-38		29,139.⁰⁰
<p>PLAYGROUND EQUIPMENT FOR PANTHER WMA</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH PLAYGROUND EQUIPMENT FOR PANTHER WILDLIFE MANAGEMENT AREA LOCATED IN PANTHER, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>NO INSTALLATION IS REQUIRED.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 08/18/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p>						

RECEIVED
 2009 SEP -1 P 12:37
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: **Thomas C. Nelson** TITLE: **REGIONAL REP** FEIN: **55-0178347** TELEPHONE: **304-744-6548** DATE: **8-30-09**

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

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, the State may deem this contract null and void, and terminate such contract 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 Alcohol 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



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BID OPENING DATE: 09/01/2009				

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					01:30PM		
<p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <i>T.C.H.</i></p> <p>NO. 2 <i>T.C.H.</i></p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Thomas C. Nelson</i> SIGNATURE</p>							

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Thomas C. Nelson*

REGIONAL Rep: *Thomas C. Nelson*

TELEPHONE: **304-744-6548**

DATE: **8-30-09**

FEIN: **55-0778347**

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BID OPENING DATE: 09/01/2009

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	BID OPENING TIME	UNIT PRICE	AMOUNT
					01:30PM		
<p><i>Taylor Sports + Rec</i> COMPANY <i>8-30-09</i> DATE</p>							
<p>REV. 11/96</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 TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</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>							

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Thomas C. Nelson* TELEPHONE: 304-744-6548 DATE: 8-30-09
 REGIONAL REP FEIN: 55-0778347
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					09/01/2009	01:30PM	

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: KRISTA FERRELL-FILE 21
 RFQ. NO.: DNR210023
 BID OPENING DATE: 09/01/2009
 BID OPENING TIME: 1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

304-744-6545

CONTACT PERSON (PLEASE PRINT CLEARLY):

Thomas C. Nelson

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Thomas C. Nelson* TELEPHONE: *304-744-6548* DATE: *8-30-09*
 TITLE: *Regional Rep* FEIN: *55-0778347*

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	BID OPENING TIME	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DNR210023 *****							
							\$ 29,139. ⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Thomas C. Nelson* TELEPHONE: 304-744-6548 DATE: 8-30-09

TITLE: REGIONAL Rep FEIN: 55-0778347

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DNR210023
Panther Wildlife Management Area
Playground Equipment

To supply playground equipment at Panther Wildlife Management Area, Panther, West Virginia for children ages five (5) to twelve (12). Park personnel will install all playground equipment. F.O.B. Destination; freight and/or delivery charges are to be included in the price of the goods; delivery should be made within thirty (30) days of purchase order award. The award may be split if it is in the best interest of the West Virginia Division of Natural Resources.

Miracle, two bay, four-seat swing, Model #2919S, or equal. Unit must have a minimum 8' high top rail constructed of approximately 2-3/8" tube; legs constructed of approximately 2" pipe; yokes constructed of approximately 2-1/2" Sch 40 pipe with solid weld; tamper proof fasteners to prevent theft and destruction; belt seats; and galvanized finish.

Miracle, The Whirl (merry-go-round), Model #303, or equal. Unit must have four (4) u-shaped handrails atop a deck assembly that spins on a center hub; a concealed speed governing device which is activated by centrifugal force; and tamper proof fasteners to prevent theft and destruction.

Miracle, Groove Slide, Model #65-727-6, or equal. Slide must be a freestanding rockite slide, or the equivalent and must be a minimum of 13' long and include the following: pvc steps; a minimum 6'-6" height enclosed platform; sit-down canopy; pvc-coated steel steps with handrails; tamper proof fasteners to prevent theft and destruction; and a Mira-Therm or equal and Mira-Cote or equal finish.

Miracle, Mogul Slide, Model #65-726-8, or equal. Slide must be a freestanding rockite slide, or the equivalent and must be a minimum of 16' long and include the following: a minimum 8' height enclosed platform; sit-down canopy; pvc-coated steel steps with handrails; tamper proof fasteners to prevent theft and destruction; and a Mira-Therm or equal and Mira-Cote or equal finish.

Miracle, 405° Typhoon Slide, one-piece, Model #65-749, or equal. Slide must be a one-piece spiral unit with an open bedway; minimum of 6'-3" height enclosed platform; pvc-coated steel steps with handrails; must include tamper proof fasteners to prevent theft and destruction and a Mira-Therm or equal and Mira-Cote or equal finish.

Miracle, Peak Climber, 3-way with handrails, Model #458-3, or equal. Climber must be, freestanding with center post; have ground-mounted inclined rails containing a series of welded "U" loops on underside; must include tamper proof fasteners to prevent theft and destruction; and a Mira-Cote or equal finish.

DNR210023
Panther Wildlife Management Area
Playground Equipment

Miracle, Tarantula Climber, Model #456-1, or equal. Climber must have a horizontal top ring of a minimum of two (2) rails with rungs; minimum of four (4) vertical support legs attached to ring's inner rail; minimum of four (4) vertical climber ladder assemblies attached to ring's outer rail; include tamper proof fasteners to prevent theft and destruction; and a Mira-Cote or equal finish.

DNR210023
Panther Wildlife Management Area
Playground Equipment

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 must apply.

Structural steel members and play surfaces must be treated for rust prevention and painted with a suitable powder coat finish. All molded plastics and vinyl coatings must have UV protection

Vendor must provide complete installation instructions, parts specifications, touch-up paint sufficient for initial installation, and warranties.

Color scheme of equipment must be coordinated with Panther Wildlife Management Area. Color of equipment will be selected from manufacturer's standard colors.

WVDNR210023
Panther Wildlife Management Area
PLAYGROUND EQUIPMENT SHEET

Please complete the below information concerning the brand(s) of equipment being bid in relation to this project. If bidding "or equal" brands, please attach manufacturer's literature documenting that it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the Request For Proposal.

Item No.	Equipment	Manufacturer	Model
1	Miracle, two bay, four-seat swing, Model #2919S, or equal.	MIRACLE, AS SPECIAL	# 2919S
2	Miracle, The Whirl (merry-go-round), Model #303, or equal.	MIRACLE	# 303
3	Miracle, Groove Slide, Model #65-727-6, or equal.	MIRACLE	# 65-727-6
4	Miracle, Mogul Slide, Model #65-726-8, or equal.	MIRACLE	# 65-726-8
5	Miracle, 405° Typhoon Slide, one-piece, Model #65-749, or equal.	MIRACLE	# 65-749
6	Miracle, Peak Climber, 3-way with handrails, Model #458-3, or equal.	MIRACLE	# 458-3
7	Miracle, Tarantula Climber, Model #456-1, or equal.	MIRACLE	# 456-1

Panther Wildlife Management Area Playground Equipment
PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
1	4	Miracle, two bay, four-seat swing, Model #2919S, or equal.	\$1116	\$4,464. ⁰⁰
2	4	Miracle, The Whirl (merry-go-round), Model #303, or equal.	\$2762	\$11,048. ⁰⁰
3	1	Miracle, Groove Slide, Model #65-727-6, or equal.	\$2075	\$2,075. ⁰⁰
4	1	Miracle, Mogul Slide, Model #65-726-8, or equal.	\$2328	\$2,328. ⁰⁰
5	2	Miracle, 405° Typhoon Slide, one-piece, Model #65-749, or equal.	\$3174	\$6,348. ⁰⁰
6	1	Miracle, Peak Climber, 3-way with handrails, Model #458-3, or equal.	\$1558	\$1,558
7	1	Miracle, Tarantula Climber, Model #456-1, or equal.	\$1318	\$1,318
		TOTALS		\$29,139. ⁰⁰

Vendors must provide unit prices for all items shown above. Failure to provide unit prices will result in disqualification of the vendor's bid.

MIRACLE RECREATION EQUIPMENT
COMPANY
PO BOX 420 • 878 E HIGHWAY 60
MONTICELLO, MISSOURI 65708 USA
TOLL FREE: 1-800-523-4202
PHONE: 417-235-6917 • FAX: 417-235-6816
WORLD WIDE WEB: <http://www.miracle-recreation.com>



A Division  PLAYPOWER, INC.

COMMERCIAL PLAYGROUNDS •
FITNESS CLUSTERS
ROPE CLIMBERS • BOULDER CLIMBERS
CLIMBERS, SPRING RIDERS & WHIRLS
PICNIC TABLES, BENCHES & GRILLS • SLIDES &
SWINGS
BASKETBALL GOALS, BACKSTOPS & SOCCER
GOALS
BLEACHERS & PLAYER BENCHES
WATER SLIDES & POOL SLIDES

March 19, 2009

In regards to: CPSIA 2008

To WV PURCHASING, DNR 210023

Dear: MS. FERRELL

On August 14, 2008 President Bush signed into law the Consumer Product Safety Improvement Act (CPSIA 2008). This law was enacted, in part, to reduce or eliminate concentrations of lead, certain heavy metals and certain phthalates from "Children's Products". The Consumer Products Safety Commission (CPSC) classifies commercial playground equipment as "Children's Products" for the purposes of the CPSIA 2008.

Miracle Recreation is happy to confirm that our products comply with all applicable requirements of the CPSIA 2008.

If you are considering the purchase of commercial playground equipment, I strongly urge you to require all prospective manufacturers to provide the following information, before making a purchase:

- 1- Written confirmation that their products meet the requirements of CPSIA 2008
- 2- Physical copies of Certificates of Compliance for each of its products and components as required by the CPSIA 2008. (see attached example).

The CPSIA 2008 requires all manufacturers, importers, and distributors of commercial playground equipment to comply with the law. Please note that playground equipment purchased from non-compliant companies may violate the law, may be subject to recall, and may be dangerous to the health of children. You should only work with CPSIA 2008 compliant companies to avoid these risks.

For more specific information on the CPSIA 2008, I direct your attention to the CPSC's website at www.cpsc.gov. Specific questions regarding the legislation should be directed to either the CPSC or your legal counsel. Please note that the CPSC Guidelines for Public Playground Safety are separate and distinct from the CPSIA 2008, and a manufacturer's compliance with the CPSC Guidelines does not necessarily mean that it complies with the CPSIA 2008 as well.

Thank you.

Sincerely,
Michael A Sutton

Michael A. Sutton
Director of Sales

General Certificate of Conformance



CERTIFICATION OF COMPLIANCE WITH CPSIA 2008

The following products/product models are covered by this certificate:

<i>Mira-Therm PVC Coatings</i>	<i>Decks, Ramps, Stairs, Whirl, Risers, Chains</i>
<i>Painted Metal</i>	<i>270 Tri Ring, Tarantula Climber, Flip Flop Climber</i>
	<i>Waterslide Columns,</i>
<i>Mira-Cote Powder Coat</i>	<i>Posts, Rails, Enclosures, Climbers, Clamps, Legs, Brackets</i>
	<i>Handles, Arches, Gliders, Wheels, Frames, Roofs</i>
<i>Unpainted Metal</i>	<i>Posts, Pipe, Tube Steel</i>
<i>Wood Coatings</i>	<i>Agito</i>
<i>Powder Coatings</i>	<i>Agito, Piroette, Velocity, Quantum, Core, Whizzer,</i>
	<i>Wheel Assy, Spirolok, Connector Plates</i>

Each of these products is in compliance with the following sections of the CPSIA:

Section 101 Lead Paint Rule

As the manufacturer/importer, Miracle Recreation Equipment Co, located at PO Box 420, 878 E Hwy 60, Monett, MO 65708, certifies the compliance of these products to the aforementioned sections of the CPSIA.

For additional information about actual test results contact:

Miracle Recreation Equipment Co.
 Doug Nibert
 Quality Manager
 1 800 523 4202

The product models covered by this certificate were manufactured on:

March-09

The components which make up the product models have been tested for compliance by the third party labs shown below:

Lab	Date / Location	Accredited
Applied Technical Services, Inc., 1049 Triad Court, Marietta GA, Tel 770 423 1400	12/5/08 / Marietta GA	Yes
Applied Technical Services, Inc., 1049 Triad Court, Marietta GA, Tel 770 423 1400	11/20/08 / Marietta GA	Yes
St Louis Testing Laboratories, 2810 Clark Ave, St Louis MO 63103, Tel 314 531 8080	11/25/08 / St. Louis, MO	Yes
St Louis Testing Laboratories, 2810 Clark Ave, St Louis MO 63103, Tel 314 531 8080	12/1/08 / St Louis MO	Yes
Scientific Control Laboratories, Inc., 3158 S. Kolin Ave, Chicago Ill 60623, Tel 773 254 2406	11/4/08 / Chicago Ill	Yes
St Louis Testing Laboratories, 2810 Clark Ave, St Louis MO 63103, Tel 314 531 8080	12/23/2008 / St. Louis, MO	Yes
Eurofins Miljo A/S, Smedeskovvej 38, 8464 Gallen, DK-2884 8196, PH 7022-4266	12/16/08 / Denmark	Yes
Eurofins Miljo A/S, Smedeskovvej 38, 8464 Gallen, DK-2884 8196, PH 7022-4266	1/14/09 / Denmark	Yes
Intertek, Centre Court, Meridian Business Park, Leicester, LE 19 1WD, United Kingdom, PH +44 (0) 116 263 0330	1/14/09 / United Kingdom	Yes

IPEMA Certificate of Compliance



CERTIFICATE

ISSUE DATE: 8/31/2009

Panther State Forest

In the interest of public playground safety, IPEMA provides a third-party certification service whereby Detroit Testing Laboratory, Inc. validates a manufacturer's certification of conformance to the ASTM F1487-07 (excluding sections 7.1.1, 10 and 12.6.1) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from Detroit Testing Laboratory, Inc. that the products listed below conform with the requirements of ASTM F1487-07 (excluding sections 7.1.1, 10 and 12.6.1).

Manufacturer
Miracle Recreation
878 East Highway 60,
Monett, MO 65708

<u>PRODUCT #</u>	<u>PRODUCT LINE</u>	<u>DESCRIPTION</u>
2919S	Misc	2-Lg Sid Frame 8' TR w/4 S/P Seats GV
303	Misc	WHIRL
456-1	Misc	TARANTULA CLIMBER
458-3	Misc	3-WAY PEAK CLIMBER w/HANDRAILS
65-726-8	Misc	MOGUL SLIDE w/PVC STEPS (8' PLATFORM)

1 of 2 You may verify this certificate by visiting IPEMA's website at <http://www.ipema.org>



Detroit Testing Laboratory

IPEMA Certificate of Compliance

<u>PRODUCT #</u>	<u>PRODUCT LINE</u>	<u>DESCRIPTION</u>
65-727-6	Misc	GROOVE SLIDE W/PVC STEPS (6' 6" PLATFORM)
65-749	Misc	Typhoon Slide, Rockite (6' Platform)

2 of 2

You may verify this certificate by visiting IPEMA's website at <http://www.ipema.org>



INTERNATIONAL PLATFORM MANUFACTURERS

• GENERAL SPECIFICATIONS

SAFETY STANDARDS & GUIDELINES All public playground equipment supplied shall meet all applicable provisions of the current "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission (CPSC), and of ASTM F1487-01 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," published by the American Society for Testing and Materials (ASTM). Products bearing the certification seal of the International Play Equipment Manufacturers Association (IPEMA) have received written validation of compliance with ASTM F1487-01.

TRADEMARKS Miracle (R), Miracle Recreation (R), Kids' Choice (R), Tots' Choice (R), Tots' Choice(R) Expansion, Center Stage (R), Toddlers' Choice (R), Spray Stations (R), Hang-A-Round (R), Fun Tunnel (R), Versalok (R), Rock-It (R), Flippopotamus (R), Dupli-Gator (R), Play Terrain (R), Boulder Ridge (R), Playcover (R), Webscapes (R), Libra (R), Pegasus (R), Aquarius (R), Gemini (TM), Perseus (TM), Nexus (R), Bug Bites (R), Connexion (TM), Kidrox (R), Mt. Hood (TM), Mt. Rainier (TM), Mt. Kilimanjaro (TM), Gator Grip (R), Mega Tower (R), Observation Deck (R), Big Timber (R), Tensile Tough (TM), Tensile Tower (TM), Wavy Waffle Wall Walker (TM), X-Cavator (TM), Power Pedaler (TM), Bongo (TM), Flippo (TM), Big Kahuna (R), Grizz-Lee(TM), Camel Back (TM), Mogul (TM), Groove (TM), Toboggan (TM), Typhoon (TM), Chameleon (TM), Whirlwind (TM), Funnel Tunnel (TM), Thunder Tunnel (TM), Serpent Trek (TM), Triple Play (TM), Kids' Perch (TM), View Groove (TM), Fun Fone (TM), Rodeo Rocky (TM), Schnozz Womp (TM), Offspring (TM), Rainbow Bend (TM), Funshades (TM), Sneak-A-View (TM), Mira-Cote (R), Mira-Therm (TM), Mira-Lam (TM), Mira-Lene (TM), OrbX (R), Sun Sparkle (TM), Trim Timber (R), XCalator (TM), and Perma-Guard (TM) are trademarks of Miracle Recreation Equipment Company. Tornado (TM), Multi-Pondo (TM), and Pirouette (TM) are trademarks of HAGS (TM). Miracle and HAGS are divisions of PlayPower, Inc. PlayPower (R) is a trademark of PlayPower, Inc.

QUALITY SYSTEM CERTIFICATION The manufacturer's quality system is certified to ISO 9001 since December 1998.

PRODUCT CHANGES At Miracle Recreation Equipment Company, we strive for the utmost in quality and safety in our entire product line. Therefore, in order to honor this commitment to you, our customers, we reserve the right to make changes on any product released and/or published in our annual catalog and other promotional or technical literature.

WARRANTY

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

- 1. LIMITED ONE HUNDRED (100) YEAR WARRANTY** on aluminum deck posts, steel deck posts, the VersaLok(R) fastening system, and associated fastening hardware against structural failure due to weather corrosion or defects in materials or workmanship.
- 2. LIMITED FIFTEEN (15) YEAR WARRANTY** on steel support legs and Mira-Therm (TM) 2 on MEGA TOWER (R), TOTS' CHOICE (R), Nexus (TM), KIDS' CHOICE (R), CENTER STAGE (R), and Boulder Ridge (R) Rock Wall against structural failure due to weather corrosion or defects in materials or workmanship.
- 3. LIMITED FIFTEEN (15) YEAR WARRANTY** on playsystem steel components including railings, rungs, and rigid climbers against structural failure due to defects in materials or workmanship.
- 4. LIMITED FIFTEEN (15) YEAR WARRANTY** on Rock-It (R) against structural failure due to defects in materials or workmanship.
- 5. LIMITED TEN (10) YEAR WARRANTY** on all Play Cover (R) steel frames against failure due to weather corrosion or defects in materials or workmanship.
- 6. LIMITED TEN (10) YEAR WARRANTY** on Play Terrain (R) Rubber Mulch against total color loss and on the attenuation performance and appearance of Play Terrain (R) Synthetic Turf safety surfacing. Please contact your local representative for more information.
- 7. LIMITED FIVE (5) YEAR WARRANTY** on all Play Cover (R) fabric due to rot, UV deterioration (shades of red carry LIMITED THREE (3) YEAR WARRANTY), or defects in materials or workmanship.
- 8. LIMITED FIVE (5) YEAR WARRANTY** on Kidrox (R) Climbing Rocks against structural failure due to defects in materials or workmanship.
- 9. LIMITED FIVE (5) YEAR WARRANTY** on all Webscapes (R) Net Climbers against degradation of design loading capabilities and LIMITED ONE (1) YEAR WARRANTY against defects in materials or workmanship.
- 10. LIMITED THREE (3) YEAR WARRANTY** on Slashproof Seats, Trim Timbers (TM), and 360° Bucket Tot Seats for Swings against structural failure due to defects in materials or workmanship.
- 11. LIMITED ONE (1) YEAR WARRANTY** against structural failure due to defects in materials or workmanship on the following products and components: TODDLERS' CHOICE (R) main support materials and decks; all pool slide support structures, stairways, landings, and railings; bleachers; and all products and components not specifically listed above, including, without limitation, all moving parts and flexible climbers.

12. **LIMITED SIX (6) MONTH WARRANTY** on sewn fabric components on Early Childhood products against failure due to defects in materials or workmanship.

13. These limited warranties do not protect against color fade (except for Play Cover (R), as noted above), or damage due to excessive wear and tear, vandalism, or negligence. These warranties are valid only if products are installed and maintained according to manufacturer's installation and maintenance instructions.

14. All warranties begin to run on the date of Miracle's invoice. Repaired or replacement part(s) are warranted only for the balance of the original limited warranty.

BUYER'S REMEDY: If any products prove to be defective or non-conforming under normal use and 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 and in its sole discretion repair or replace such defective or non-conforming product by providing replacement products or part(s) free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s).

These limited warranties apply only to Miracle products that are erected in conformance with Miracle's installation instructions and maintained and inspected in conformance with Miracle's maintenance and operational instructions. These limited warranties specifically do not cover Miracle products: that have been modified, altered, or misused; that have not been used as designed or intended to; to which non-Miracle parts have been added or substituted; or that have been damaged due to vandalism, abnormal use, or abuse. Buyer, by acceptance and use of these limited warranties, waives any rights it would otherwise have to claim or assert that this limited warranty fails of its essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

EXCEPT AS EXPRESSLY WARRANTED HEREIN, MIRACLE EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL MIRACLE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR OTHER PECUNIARY LOSS).

Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes" for specifications of items listed in bold type.

- **TARANTULA CLIMBER** shall comprise a horizontal top ring of two rails with rungs, four vertical support legs attached to ring's inner rail and four vertical climber/ladder assemblies attached to ring's outer rail, providing a variety of climbing challenges for all skill levels. The horizontal top ring shall comprise rungs of **1" tube** solid welded to formed inner and outer rails of **1-1/2" pipe**. The rails shall contain **welded stubs of swaged 1-1/2" pipe** and sleeves of **1-1/4" pipe** for field attachment of legs and climbers respectively. The legs shall be constructed of drilled **1-1/2" pipe**. Each climber assembly shall contain factory-installed threaded aluminum inserts in its swaged ends for field attachment to the ring. Each climber shall have side rails constructed of **1-1/4" pipe**, with formed rungs solid **welded** between them. Cliff climber rungs shall be **1" pipe**. Canyon climber, vertical ladder, and curved loop climber rungs shall be **1" tube**. All hardware shall be **Fastener Style A**. The ring, legs and climbers shall be finished in **Mira-Cote**.

- **PEAK CLIMBERS WITH HANDRAIL AND ADD-ONS** shall be freestanding climbing challenge assemblies comprising a center post with ground-mounted inclined rails containing a series of welded "U" loops on undersides. Model #s 458-2A1 and 458-2A2 will allow for either one or two add-on climbers. The center post shall be constructed of **5" tube** with a **5" round end cap** mechanically fastened to its top end. The climber rails shall each be constructed of formed **2" pipe**, with an upright spoke, horizontal post attachment stub, and formed "U"-loops of **1" pipe** solid **welded** to its underside. All **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. All fastening hardware shall be **Fastener Style A**. The post, rails, and clamps shall be finished in **Mira-Cote**. Handrails shall comprise a spoke of **3/4" oval tube**, top upright of **1" pipe**, and rails of **2" pipe**, all solid welded. Add-ons will include Cliff Climber, Canyon Climber, Trap Door Climber, Climbing Pole, Spider Climber, Spiral Climber, Vine Climber, and Twisted Vine Climber.

- **WHIRL** shall be a "merry-go-'round" featuring four U-shaped handrails atop a deck assembly that spins on a center hub. It shall feature a concealed speed governing device, activated by centrifugal force during use, to contain top speed at 28 revolutions per minute. The **welded** hub assembly shall comprise a footing frame holding a center tube with sealed shaft, deep groove ball bearings, and a disc brake. The 5" diameter, schedule 80 galvanized pipe center tube shall contain a deck support plate of CRS 3/8" plate and deck plate support braces and brake mounting flange of CRS 1/4", **welded**. The 10" diameter disc brake with 2-7/8" diameter hole in its center shall be constructed of 11 ga. sheet steel. The shaft shall be constructed of 2-3/4" diameter C1018 round bar. The shielded deep groove ball bearing shall be 50 mm I.D. by 110 mm O.D. The unshielded tapered bearing shall be 40 mm I.D. by 110 mm O.D. The footing frame shall comprise two horizontal supports **welded** to each end of a channel supporting a shaft support tube. The support shaft shall be constructed of **2-1/2" Sch 40 pipe**. The channel shall be constructed of 3" x 1.4" x 3/16". The horizontal supports shall be 1-3/4" x 1-3/4" x 3/16" 16 ga. angle. The cover for the hub assembly's center tube weldment shall comprise a cap with four swaged pipe stubs of **1" pipe** at 90 degrees (for field assembly of handrails.) Caliper mounting brackets shall be constructed of drilled and formed 7 ga. sheet measuring 12-1/8" wide by 2-3/4" tall. The disc caliper brakes shall be constructed of high strength die cast aluminum. Brake extension levers shall measure 12" long by 3/4" wide and shall be constructed of 7 ga. aluminum sheet. Brake engage rods shall measure 37" long by 5/8" wide, with two bends 90 degrees from each other. The rods shall be constructed of 6 ga. stainless steel wire. The protective cover assembly shall comprise two halves of 135" long by 8" tall by 1/4" thick EPDM ethylene propylene. Stiffener brackets for deck assembly shall be constructed of 2" x 2" x 1/4" angle. Weight lever assemblies shall be constructed of a bushing and 9" bolt **welded** to 1/4" x 1-1/4" sheet. The round weight discs shall be 6" diameter by 1-1/8" tall C1018 A36. The deck assembly shall comprise two identical semi-circular deck halves measuring 96" wide by 48-5/16" deep with a 5-3/8" semi-circular cut-out in its flat side's center (for field assembly around hub center post.) Each deck half shall be constructed with 11 ga. steel sheet with an outer skirt of 1/8" flat sheet steel 4" tall solid **welded**. Decking sheets shall be perforated with a staggered pattern of

3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 7 ga. by 3" flat steel braces. Protective cover mounting bracket measuring 1" tall shall be **welded** 11 ga. G-60 Galvannealed. A deck mounting plate shall be constructed of 1/4" black plate. Each handrail assembly shall comprise an upside down U-shaped arch constructed of **1" pipe** spanning 27-5/16" and standing approximately 25-5/8" high from the deck surface, with **welded** mounting plates of 11 ga. and a rail constructed of **1" pipe welded** in the arch center formed at an 80.4 degree angle for field assembly to the tube cover. The assembly shall contain **Fastener Style A** and **Fastener Style B** hardware. The deck assembly, cover plate, and stiffener brackets shall be finished in **Mira-Therm** (brown only.) The hub assembly, handrails, and levers shall be finished in **Mira-Cote**. The protective cover shall have color molded in.

- **MULTI-PONDO** shall provide standing see-saw action. The handrail assemblies each shall comprise an arched rail (spanning 180° at 76" wide) of **1" pipe**, 14 ga., two support rails of **1" pipe**, 14 ga., a central vertical support of 3" x 1-1/2" x 1/8" rectangular tube (similar to **square tube**) with end cap of 1-1/4" x 3/16" HR flat and steel axle anchor, and two swaged step end brackets of **2" tube** with steel plug, all solid **welded**. The assembly also includes a 2-7/8" diameter by 5/16" thick step bushing of black UMI-W, a threaded pin of 1/2" O.D. mild steel, and a flex axle assembly of steel and rubber construction. The step assemblies each shall comprise a step anchor of **2" tube**, a rubber step with embedded step plate of 16 ga. **A-60 Galvannealed** sheet, threaded connection rod of 3/8" O.D. mild steel, and two 2" O.D. **plastic pipe plugs**. The post assemblies each shall be constructed of **5" pipe**, 11 ga. with an axle housing of **2-1/2" Sch 40 pipe** inserted and solid **welded** and a **5" round end cap** pressed into its top end. The base shall comprise a frame of 2" x 2" x 3/16" angle and 3" x 4.1# channel, vertical tire braces and tire fastener braces of 3" x 4.1# channel, and post supports of 11 ga. sheet, all solid **welded** and hot dip galvanized. Tire assemblies shall be constructed of rubber. The assembly shall contain **Fastener Style A** hardware. Handrails and posts shall have a **Mira-Cote** finish. The stop shall have color molded in. The base shall have a galvanized finish.

- **FREESTANDING MOGUL AND GROOVE SLIDES (MIRA-THERM2 STEPS)** shall be freestanding **Rockite** slides, with enclosed platforms of 4', 5', 6'-6", and 8' heights, which shall feature a mogul or groove bedway, sit-down canopy, and polyvinyl-coated steel steps with handrails. The one-piece mogul and groove slides shall each be constructed of double-wall **Rockite**, each wall being 3/16" to 1/4" thick, with all corners rounded. Each shall have 6" high side rails, an overall width of 25" and an 18" wide sliding surface. Bedway lengths for models with 4' platforms shall be approximately 7'-6", 5' platforms, 9'-5", 6'-6" platforms, 12'-0", and 8' platforms, 14'-4". The canopy shall be constructed of double-wall **Rockite**, each wall being 3/16" to 1/4" thick, with all corners rounded and a molded-in 30 degree extension. The platform shall be constructed of 3/16" x 2" x 3" angles, drilled and solid **welded** to a brace of 3/16" x 1-1/2" flat and decking of 1/2" x 11 ga. expanded metal. Handrails shall be constructed of drilled and formed **1" pipe** with threaded inserts in top ends and **plastic pipe plugs** in bottoms. Platform enclosures shall comprise a top and bottom rail and uprights of **1" pipe** with spoked infill of **3/4" x 1" oval tube**, all solid **welded**, with threaded inserts in stubs at top and **plastic pipe plugs** in bottoms. The step assembly shall comprise 17-3/4" wide steps of 1/2" x 11 ga. expanded metal solid **welded** between drilled and formed 7 ga. black sheet step stringers and a top bolting plate of 11 ga. black sheet. Diagonal braces shall be constructed of **1-1/2" tube** with mashed and drilled end. The front leg shall comprise a 24" leg of **2" pipe** solid **welded** to a 7" x 7" bolting plate of 11 ga. **G-90 galvanized**. The middle leg for models with 5', 6'-6", and 8' platforms, and upper leg for models with 8' platforms, shall comprise a length of **2" pipe** solid **welded** to a bolting plate of 11 ga. **A-60 Galvannealed**. Step supports shall be constructed of formed **1" pipe** with mashed ends. All fastening hardware shall be **Fastener Style A**. The **Rockite** slide and canopy shall have color molded in. The platform and steps shall be finished in **Mira-Therm2** or **Mira-Therm PE**. The handrails, enclosures, legs, braces and step supports shall be finished in **Mira-Cote**.

- **FREESTANDING TYPHOON SLIDES** shall be freestanding, spiral, one-piece, open bedway slides with two-color barrel canopies and step assemblies with spoked enclosures. Model # 65-748 shall spiral 360 degrees and shall have a 6'-3" platform and overall height of 10'-7". Model # 65-749 shall spiral 405 degrees and shall have a 6'-3" platform and overall height of 10'-7". Model # 65-759 shall spiral 630 degrees and shall have a 9'-4" platform and overall height of 14'-1". Model # 65-769 shall spiral 855 degrees and shall have a 12' platform and overall height of 16'-7". The slide bedway shall be constructed of 1/4" to 5/16" wall **Rockite**. The slide bedway shall be 30" wide with a 15" high sidewall. The center post shall be constructed of **4-1/2" tube**. The step assembly or assemblies shall be constructed of 1/2" x #11 expanded metal with an 11 ga. x 3" flat top bracket and side channels of 7 ga. black steel. The handrail assemblies shall consist of a top rail and support posts, formed, all constructed of **1" pipe**. Each assembly shall be solid **welded**. Closing open ends shall be **plastic pipe plugs**. The 35" platform barrel shall be **Rockite** with a canopy factory-painted alternating colors with polyurethane paint. The barrel shall have molded-in grooves for viewing children. The back-up plate used to connect the step assembly and the barrel shall be constructed of 1/4" x 1" x 4-1/2" flat steel. The slide leg shall be constructed of **2" pipe** with a **welded** channel of 7 ga. sheet for field attachment to slide. The step legs shall be constructed of **1" pipe** with formed ends. The diagonal brace for Model # 65-759 and # 65-769 shall be constructed of **2" pipe** punched and formed on one end. All hardware shall be **Fastener Style A**. The **Rockite** slide and platform canopy shall have color molded in. The steps shall be finished in **Mira-Therm2** or **Mira-Therm PE**. The handrails and slide leg shall have a **Mira-Cote** finish. Step legs and diagonal brace shall be finished in **Flo-Coat**. The back-up plates shall have a zinc plate finish.

- **8' DOUBLE SUPPORT SWING FRAMES AND EXTENSION** shall consist of legs, a top rail, and yokes which shall assemble to form an 8' high swing frame. Model # 2901X, 2903X, 2901HX, 2903HX, 2901HHX and 2903HHX shall comprise end legs, a top rail, and yokes. The swing frames shall be available in 2, 4, 6, or 8 swing, and 1 or 2 Therapeutic Swing Seat configurations. Swing seats and Therapeutic Swing Seats must be ordered separately. Top rails shall be constructed of **2-3/8" tube** measuring 10'-6" long. There shall be either two or four bushing housings solid **welded** to the top rail to which the swing clevises shall be attached. These bushing housings shall be made of 1-1/4" O.D. x 9/16" I.D. hot rolled, TRW, ASTM A-519 tubing. Each housing shall have an oil-impregnated bushing installed at the factory. Legs shall be constructed of **2" pipe** measuring 10'-6" long each. Yokes shall be constructed of **2-1/2" Sch 40 pipe**, solid **welded**. All fastener hardware shall be **Fastener Style A**. The legs, top rails, and yokes on Model # 2901, # 2901X, # 2917, # 2925, # 2933, 2901H, 2901HX, 2901HH and 2901HHX shall have a **Mira-Cote** finish. The top rails and yokes on Model # 2902, # 2918, # 2926, and # 2934 shall have a **Mira-Cote** finish. The legs for Model # 2902, # 2918, # 2926, and # 2934 shall have a galvanized finish. The yokes on Model # 2903, # 2919, # 2927, # 2935, # 2903X, 2903H, 2903HX, 2903HH and 2903HHX shall have a **Mira-Cote** finish while the top rails and legs shall have a galvanized finish.

Technical Data for Processes and Finishes of the Highlighted Items

- **aluminum alloy** conforms to the following: ASTM 356, ANSI 322, Chrysler MS 2417 and General Motors GM 4323-M. Parts or components constructed of aluminum alloy are either *sand cast* or *die cast*. *Sand cast aluminum alloy* is 319 with tensile strength of 27,000 p.s.i. and yield strength of 18,000 p.s.i. *Die cast aluminum alloy* is 383.1 with tensile strength of 45,000 p.s.i. and yield strength of 22,000 p.s.i.
- **Mira-Therm2 coated chain** is a **welded** chain with links sufficiently wide to allow them to pass one another freely, eliminating the tendency to kink. The links are low carbon zinc plated steel with a polyvinyl chloride coating.
- **Versalok Fasteners (R)** are cast **aluminum alloy**. Each fastener consists of two die cast **aluminum alloy** "half ring" pieces, which were designed to fasten onto the round posts by use of a male/female interlock. For 3-1/2" post, outside dimension of the completed fastener (joined "half-rings") is 5". For 5" post, outside dimension of the completed fastener is 6-1/2". *Rungs and components* connect to clamps on posts by means of die cast **aluminum alloy**, two-piece socket receptors which may be assembled to a previously-installed clamp ring and secured to the clamp and component by set screws (and tek screws in some cases). *Decks* connect to clamps on posts by means of die cast **aluminum alloy**, one-piece deck support castings. The clamp assembly and socket receptor have a **Mira-Cote** finish. Kids' Choice components with **2" pipe** mounting points attach to 5" posts using **aluminum alloy** sand cast header supports.
- **5" round end cap** is die cast **aluminum alloy**.
- **Fastener Style A** is a corrosion resistant, 18-8, stainless steel, vandal resistant fastener.
- **Fastener Style B** is an all aluminum blind rivet or aluminum drive rivet with stainless steel pin. Both are corrosion resistant and vandal resistant fasteners.
- **Flo-Coat (R)** is a patented triple coat corrosion protection process of Allied Tube and Conduit's Mechanical Tube Division, wherein steel pipe or tube first receives a hot-dipped uniform zinc galvanized coating followed by a conversion coating followed by a clear, high performance organic polymer coating. The interior of the tube has an 81% minimum zinc rich primer applied, capable of providing excellent rust protection and fabrication characteristics. All coatings are applied inside and out after welding. Flo-Coat processed tube exceeds the test results of galvanized Sch 40 pipe in salt spray tests conducted in accordance with ASTM B-117. The term "Flo-Coat" is a registered trademark of Allied Tube and Conduit, used with permission.
- **GATOR GRIP (TM)** is a three dimensional textured pattern exclusive to Miracle, embossed in steel to a depth of .014" to .017".
- **G-90 galvanized** indicates that a coating of .90 ounces of zinc per square foot has been applied on each surface side.
- **A-60 Galvannealed** indicates that a coating of .60 ounces of zinc per square foot alloyed with substrate steel has been applied on each surface side.
- **Mira-Cote (TM)** is a Super Durable formulation of a polyester powder coating finish that is applied to a thickness of 3-5 mil. This finish gives metal parts long term protection from chipping, fading and peeling. Miracle's finishing system washes the metal parts with detergent and etches the metal for optimum adhesion. The part is then rinsed clean with water. Next the part is coated with a non-chromic sealer and dried. The Mira-Cote powder is then applied electrostatically to the metal part. The metal parts are then baked at a high temperature to fuse a hard, smooth durable finish to the metal. Mira-Cote has an impact value of 160 in. lbs., flexibility value of 180 degrees-1/4" mandrel, shore hardness value H and a crosshatch adhesion of 100%. Mira-Cote is tested in accordance with ASTM D-792, D-523, D-2794, D-1737, D-3363, D-3359 (b), B117 and D-2247. Mira-Cote will withstand over a 1,500 hours of salt spray exposure and 1,500 hours of weatherometer testing with minimal loss of gloss and color.
- **Mira-Therm PE** is a non-toxic copolymer polyethylene coating applied to a thickness of 1/16". Mira-Therm PE contains U.V. light stabilizers, anti-microbial additives and color pigments. Mira-Therm PE contains no orthophthalates or other banned substances. Mira-Therm PE is a proprietary brand of PE coating. Materials are tested in accordance with ASTM D-638, ASTM D-412, ASTM D-2240 and ASTM D-1004. Mira-Therm PE meets the FMVS 302 flammability rating, the requirements of California State Law and the 2008 CPSI Act.
- **pipe sized tube** is 1010 hot rolled, **Flo-Coat**, galvanized pipe manufactured from steel, cold formed and high frequency induction **welded** continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8.
- **schedule 40 galvanized** pipe consists of a hot dip process of coating the pipe inside and out with not less than 1.6 ounces per square foot with an average of 1.8 ounces per square foot. Schedule 40 pipe conforms to ASTM standards A-53.
- **1" pipe** is **GATOR GRIP** embossed 14 ga., **1" pipe sized tube** (1.315" OD; approx. 1-5/16" OD.)
- **1-1/4" pipe** is 13 ga., **1-1/4" pipe sized tube** (1.660" OD; approx. 1-11/16" OD.)
- **1-1/2" pipe** is 13 ga., **1-1/2" pipe sized tube** (1.900" OD; approx. 1-7/8" OD.)

- **2" pipe** is 12 ga., **2" pipe sized tube** (2.375" OD; approx. 2-3/8" OD.)
- **2-1/2" Sch 40 pipe** is 2-1/2" **schedule 40 galvanized pipe** (2.875" OD; approx. 2-7/8" OD.)
- **plastic pipe plugs** are injection molded polypropylene containing U.V. light stabilizers.
- **Rockite (R)** (Rotational Molding Polyethylene) is a low density polyethylene produced from high performance, U.V. stabilized rotational molding grade resins with a comprehensive additive package. These resins are tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D- 638, D-790 and D-746. Resin's properties exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness of molded components is 3/16" to 1/4".
- **round tube** is fabricated of 1010 hot rolled, **Flo-Coat**, galvanized tube manufactured from steel, cold formed and high frequency induction **welded** continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8. The minimum mechanical properties of the tube are yield strength of 50,000 p.s.i. and tensile strength of 55,000 p.s.i.
- **square tube** is fabricated of 1010 hot rolled, **Flo-Coat**, galvanized tube manufactured from steel, cold formed and high frequency induction **welded** continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8. The minimum mechanical properties of the tube are yield strength of 50,000 p.s.i. and tensile strength of 55,000 p.s.i.
- **3/4" x 1" oval tube** is 15 ga. wall. It is fabricated of 1008 hot rolled, **Flo-Coat**, galvanized tube manufactured from steel, cold formed and high frequency induction **welded** continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8. The minimum mechanical properties of the tube are yield strength of 50,000 p.s.i. and tensile strength of 55,000 p.s.i.
- **1" tube** is 1" OD, 15 ga. fluted **round tube**. It conforms to ASTM A-500.
- **2" tube** is 2" OD, 14 ga. **round tube**. It conforms to ASTM A-500.
- **2-3/8" tube** is 2-3/8" OD, 9 ga. **round tube**. It conforms to ASTM A-500.
- **4-1/2" tube** is 4-1/2" OD, 7 ga. **round tube**. It conforms to ASTM A-500.
- **5" tube** is 5" OD, 13 ga. **round tube**. It conforms to ASTM A-500.
- **welded** refers to welds that are made by certified welders, tested in accordance with AWS D1.1-94, structural welding code specifications for steel. Welds conform to AWS A5.17 ASME SFA-5.17 EML3K and AWS A-5.18ER70S-3 ASME SFA-5.18 ER70s-3 LE332- C and LE-559-L.
- **Specification Policy:** Specifications were current at the time of publication. Miracle Recreation Equipment Company has a policy of ongoing product improvement and therefore reserves the right to modify specifications or discontinue products without notice.



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, TO-WIT:

I, Thomas C. Nelson, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Taylor Sports + Recreation and,
(Company Name)
- 2. I do hereby attest that Taylor Sports + Recreation
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Taylor Sports + Recreation
(Company Name)

By: Thomas C. Nelson

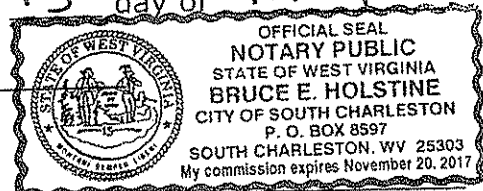
Title: Regional Rep

Date: 5-13-2009

Taken, subscribed and sworn to before me this 13 day of May

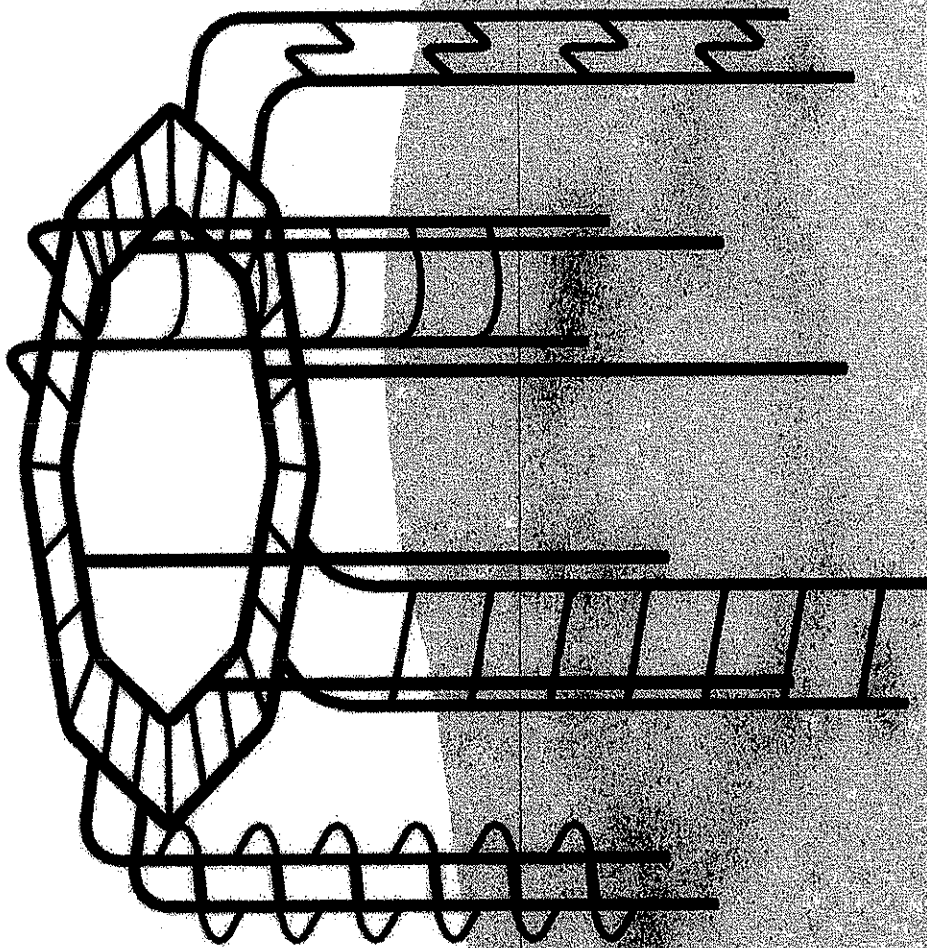
By Commission expires 2017

(Seal)

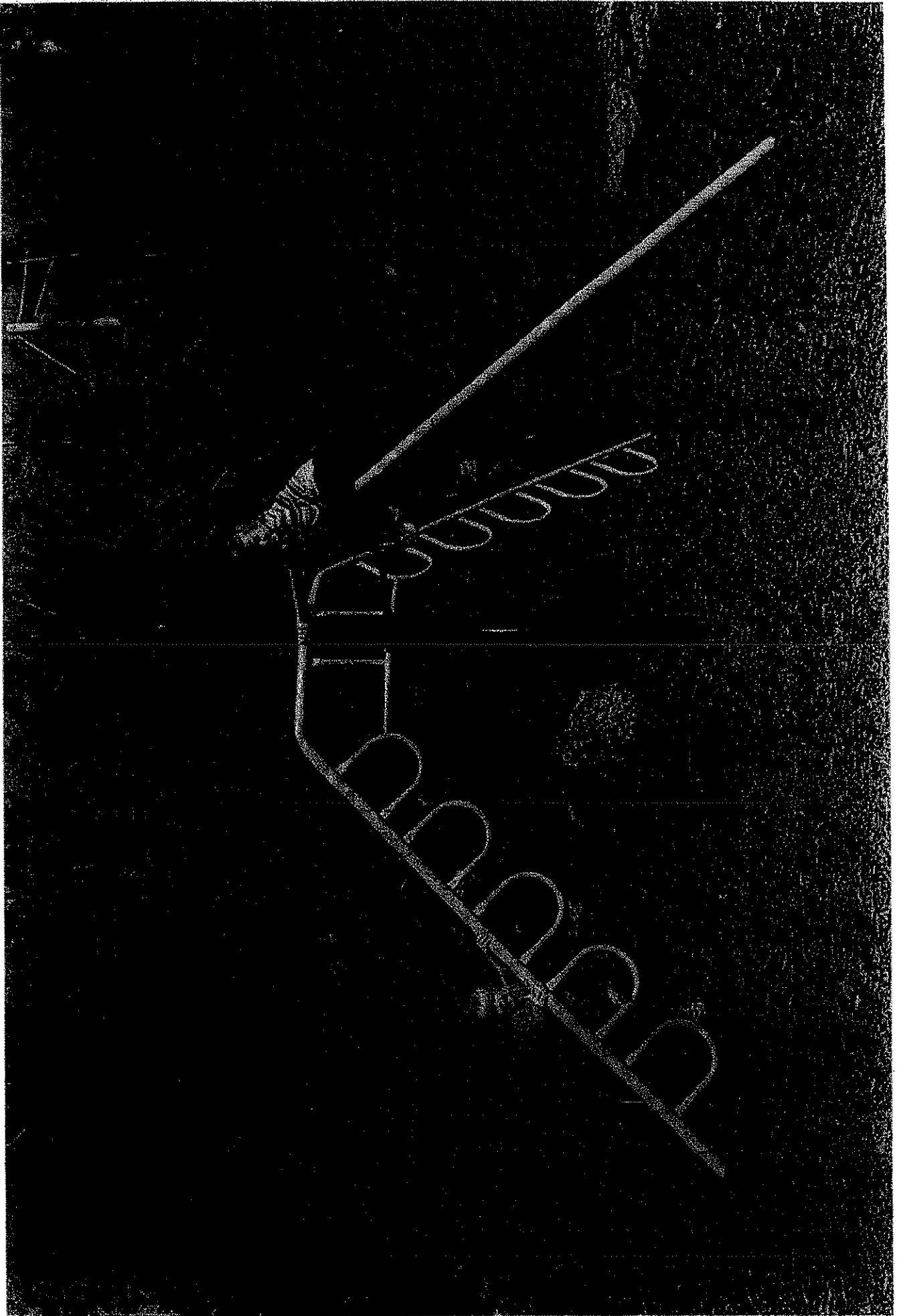


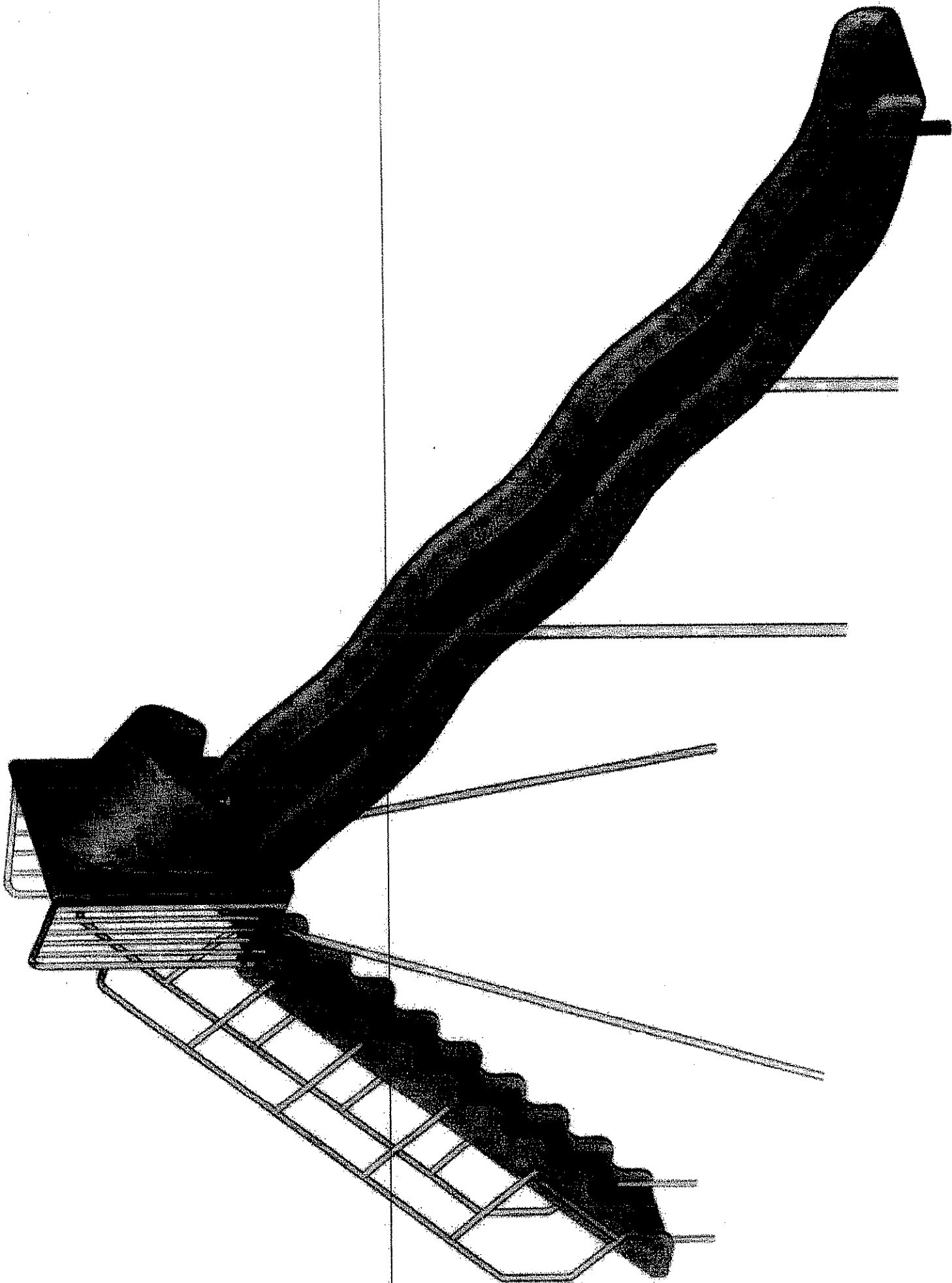
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

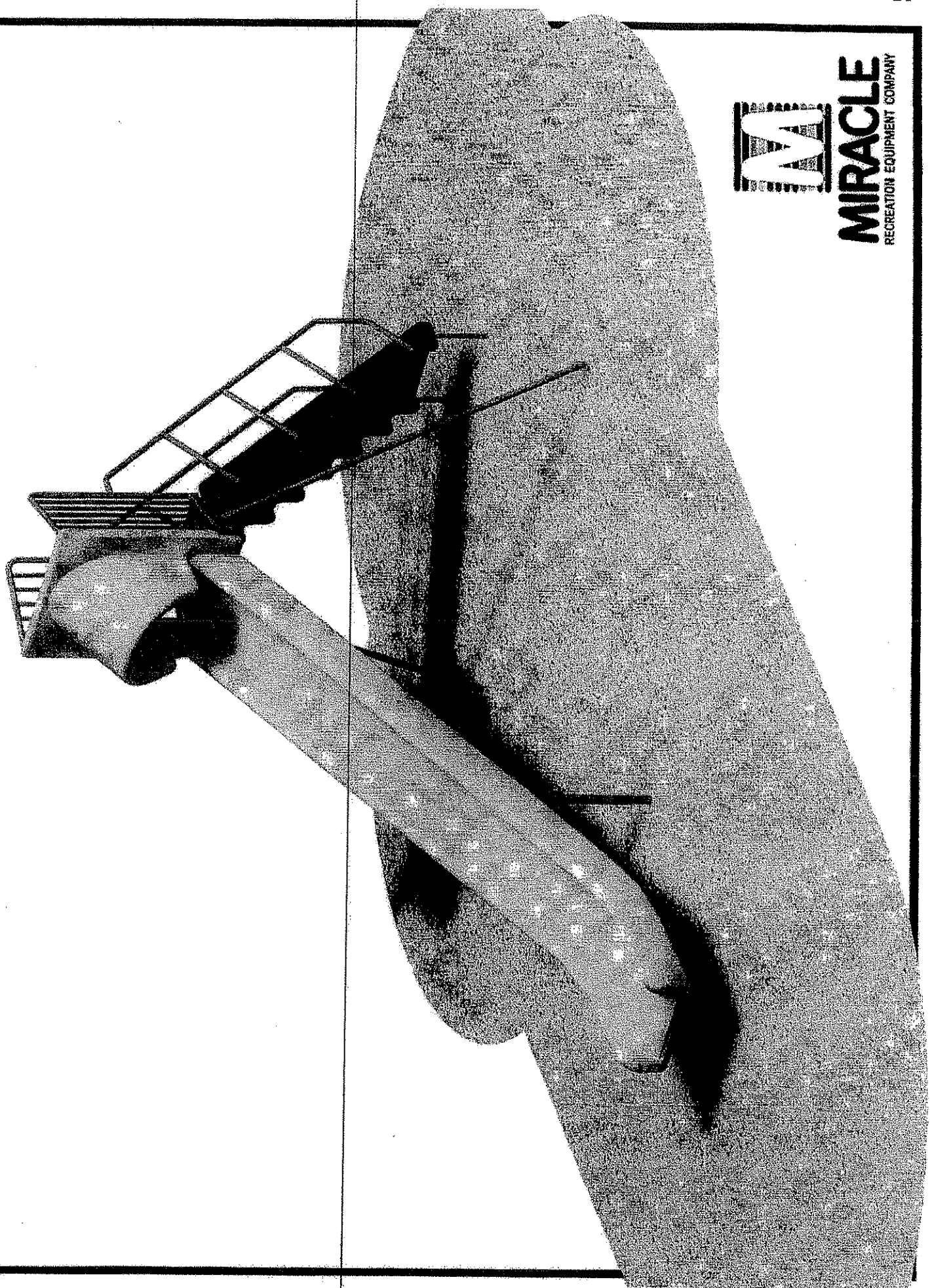


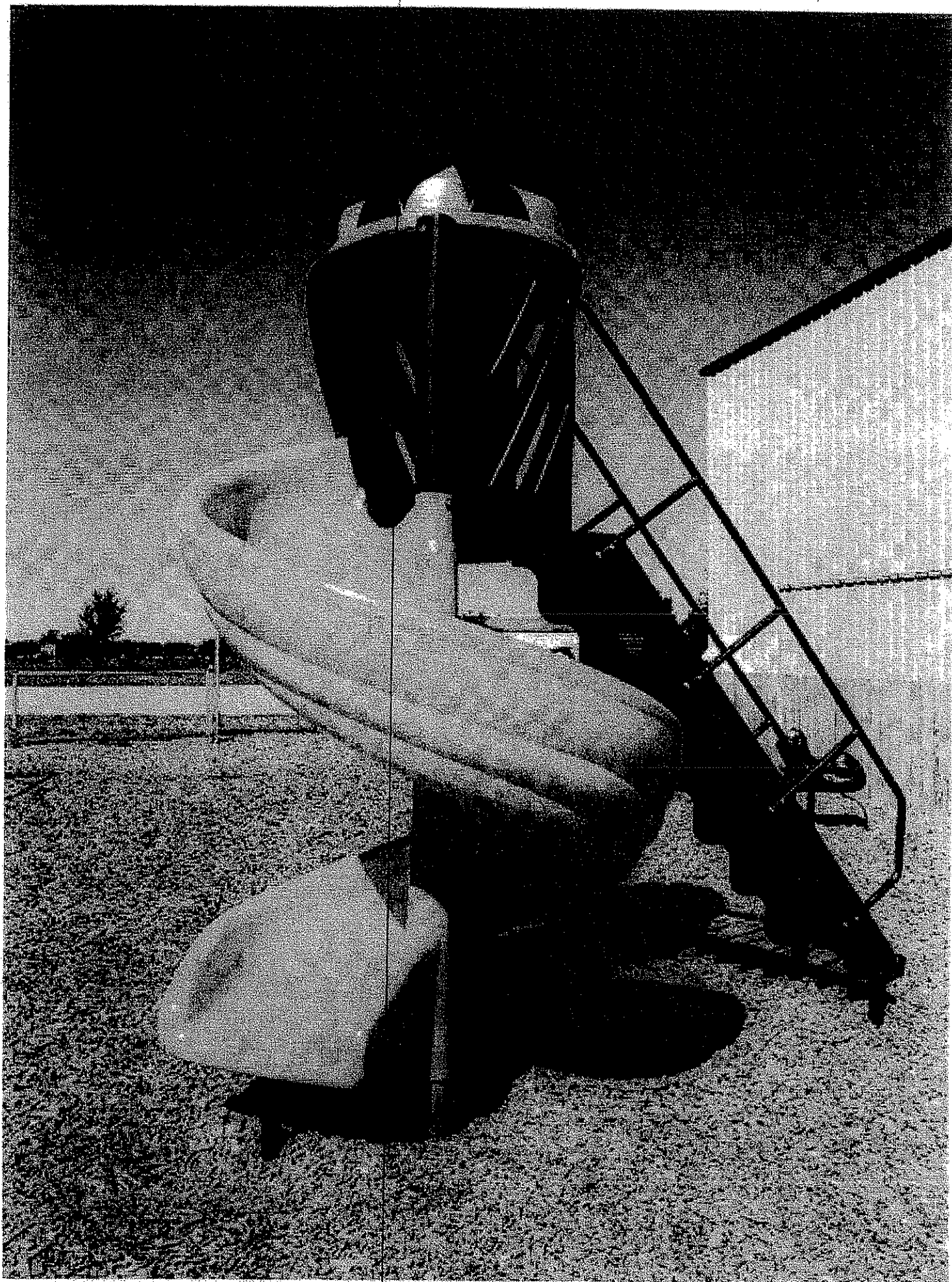
M
MIRACLE
RECREATION EQUIPMENT COMPANY

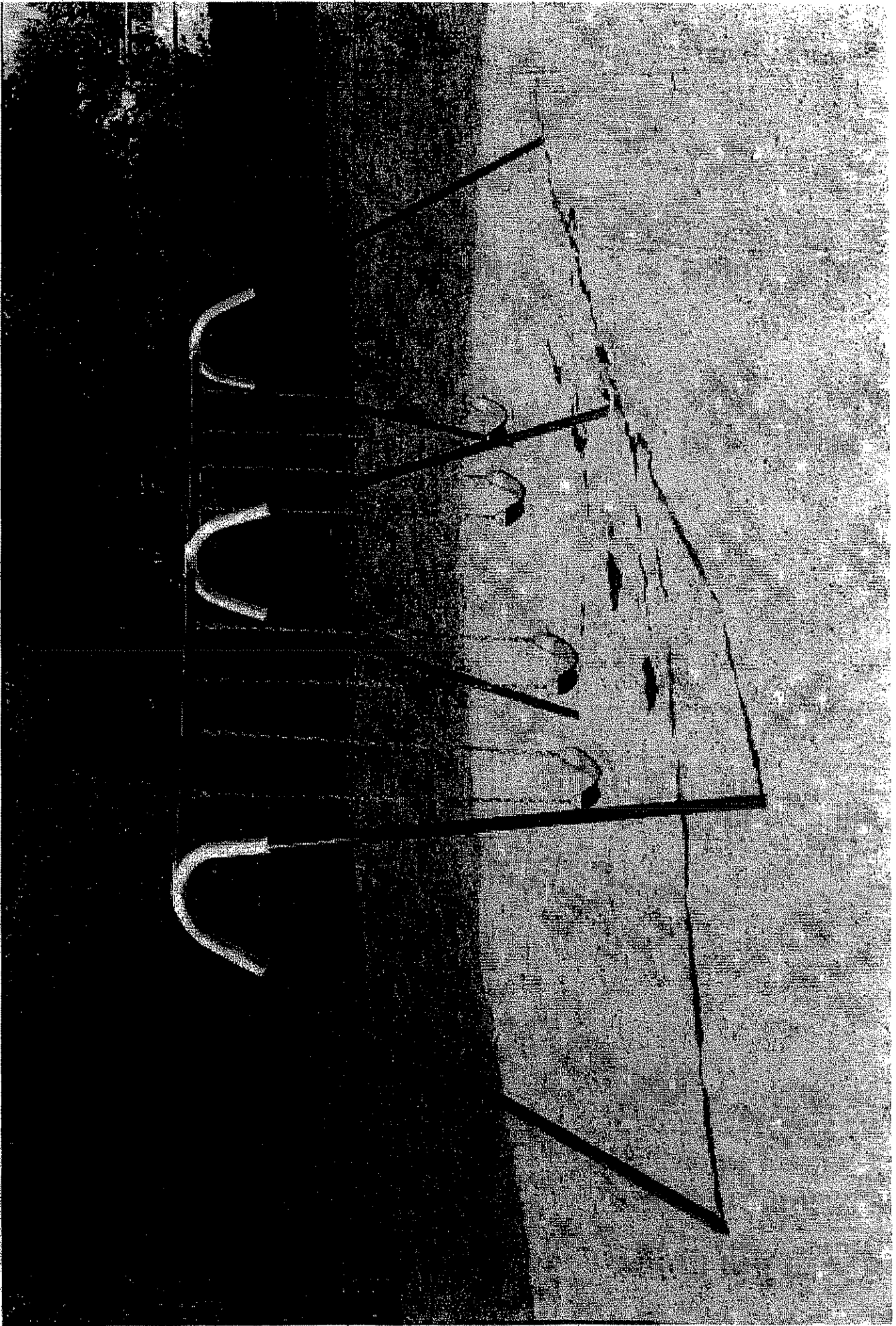


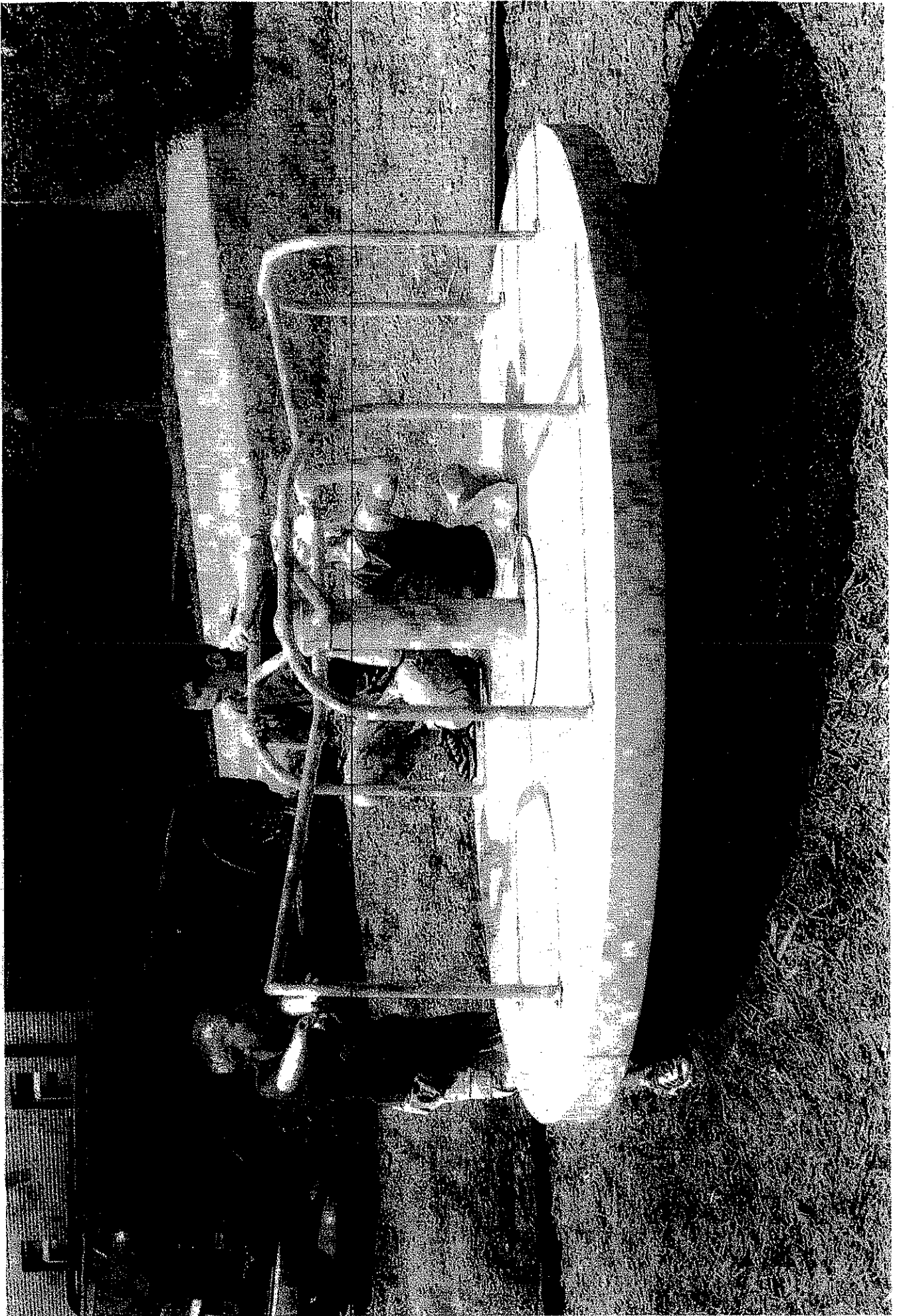


M
MIRACLE
RECREATION EQUIPMENT COMPANY









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 & Rec Signed: Thomas C. Nelson
 Date: 8-31-09 Title: REGIONAL REP

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

RFQ No. DNR-210023STATE 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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: TAYLOR SPORTS & RECREATION
 Authorized Signature: REG. REP Date: 8-31-09