

# Solicitation Audit Checklist

**Proposal:** RFP 24.8 - Playground Systems, Recreational Products & Installation Services

**Awarded Vendor(s):** Webber Recreational Design; SafetyFirst Playground Surfacing; Midwest Groundcover

**Award Date:** \_\_\_\_\_ **Contract Number:** 24.8

- 1 Legal Affidavit(s)
- 2 Release of Solicitation
- 3 Copy of Solicitation Documents
- 4 Copy of Questions & Answers
- 5 Copy of Addenda
- 6 Closed Notification
- 7 Notification Report
- 8 Access Report
- 9 Opening Record
- 10 Copy of Qualified Vendor Responses
- 11 Evaluation Summary & Recommendation
- 12 Copy of Rejection Letter
- 13 Copy of Award Letter(s)
- 14 Copy of Signed Contract(s)

**AFFIDAVIT OF PUBLICATION**



**STATE OF MINNESOTA        )  
COUNTY OF HENNEPIN )**

**650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488**

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune      01/29/2024	COOPERATIVE PURCHASING CONNECTION	1000337556	478871
StarTribune      02/05/2024	COOPERATIVE PURCHASING CONNECTION	1000337556	478871

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows:    **\$212.80**

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

*Terri Swanson*

Subscribed and sworn to before me on:        02/05/2024

*Diane E. Rak Kleszyk*



Notary Public





South Dakota  
GANNETT

PO Box 630567 Cincinnati, OH 45263-0567

**PROOF OF PUBLICATION**

Cooperative Purchase, Lori Mittelstadt  
Lakes Country Service Cooperative  
1001 E Mount Faith AVE  
Fergus Falls MN 56537-2375

STATE OF WISCONSIN, COUNTY OF BROWN

The Argus Leader, a daily newspaper published in the city of Sioux Falls, Minnehaha County, State of South Dakota, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

01/29/2024, 02/05/2024

and that the fees charged are legal.  
Sworn to and subscribed before on 02/05/2024

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of current and potential member agencies in Minnesota, North Dakota, and South Dakota for RFP 24.8 – Playground Systems, Recreational Equipment & Installation Services.

Solicitation documents may be obtained by registering for free with CPC on Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)).

Responses must be uploaded to Public Purchase before 10 a.m. CT on March 6, 2024. Late proposals will not be considered.

Published once at cost of \$23.00

*Keegan Loman*

Legal Clerk

*Vicky Felty*

Notary, State of WI, County of Brown

*919.25*

My commission expires

Publication Cost: \$23.00

Order No: 9768412

# of Copies:

Customer No: 1248830

1

PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

VICKY FELTY  
Notary Public  
State of Wisconsin

**AFFIDAVIT OF PUBLICATION**

**STATE OF NORTH DAKOTA**

ss.

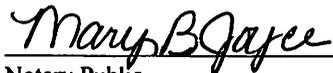
**COUNTY OF CASS**

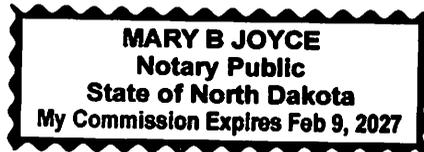
Taylor Herhold, The Forum of Fargo-Moorhead, being duly sworn, states as follows:

1. I am the designated agent of The Forum of Fargo-Moorhead, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice; (2) time: Wednesday, January 31, 2024, Wednesday, February 7, 2024*, as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Dated this 7th day of February, 2024

  
\_\_\_\_\_  
Legals Clerk

  
\_\_\_\_\_  
Notary Public



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(Jan. 31; Feb 7, 2024) 293022

# CLASSIFIEDS + PUBLIC NOTICES

STARTRIBUNE.COM/CLASSIFIEDS • 612.673.7000 • 1-800-252-3333

**GENERAL POLICIES**  
Review your ad on the first day of publication. If there are mistakes, notify us immediately. We will make changes for errors and adjust your bill, but only if we receive notice on the first day the ad is published. We limit our liability in this way, and we do not accept liability for any other damages which may result from error or omission in or of an ad. All ad copy must be approved by the newspaper, which reserves the right to request changes, reject or properly classify an ad. The advertiser, and not the newspaper, is responsible for the truthful content of the ad. Advertising is also subject to credit approval.

Put an ad in.  
Get the word out.

Call 612.673.7000, fax 612.673.4884 or go to startribune.com/placeads.



## Legal Notices

**CITY OF OAK GROVE COUNTY OF ANOKA STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the Oak Grove Planning Commission Regular Meeting will be held on Thursday, February 15, 2024 at 6:30 p.m. at City Hall located at 19900 Nightingale St NW, Oak Grove, MN. To hear the following public hearings: PUBLIC HEARING to consider a Preliminary Plat of Aspen Glenn. T.C.L.D Land Holdings, LLC., 22839 229th Avenue. The public is invited to provide comments at the meeting. Written comments may be submitted to the city or emailed to planner@ci.oak-grove.mn.us.

Where to sell your wares.

Call 612.673.7000, fax 612.673.4884 or go to startribune.com/placeads.



## Proposals for Bids

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## 323 Antiques

**LINDSTROM ANTIQUE MALL**  
30th Anniversary Sale, Feb. 5-14  
10a-5p, 20% off any item \$25 & over with cash, 15% with credit. Does not include sterling silver, coins, gold, sale or firm items. Open every day.  
12740 Lake Ave. N., Minneapolis, MN  
Lindstrom MN, 651-257-3340

## 324 Collectibles

**COIN SHOW - SATURDAY FEBRUARY 10TH**  
The Roseville Skating Center, 2661 Civic Center Drive, 9:00 -4:00.  
BUY/SELL/TRADE  
612-770-6578

**Hamm's Beer & Collectors Show**  
Sunday, Feb 18th, 9-3. Medina Ent. Center, Medina MN. One of the largest shows in the Midwest! Show \$10. Kids under 16 free, \$1 off with this ad. Call: 608-444-9182  
www.hammbeerclub.com

Your move. Your ad.

## 337 Firewood

2 YR DRY OAK, BIRCH, MIXED HARDWOOD 6x6x16, 4x8x16, 3x5x16. Free deliv. & stacked. 952-412-9052.  
**MID-WINTER FIREWOOD SALE!** 2 Yr Seasoned Oak or Birch. 4x8x16 29rs. Free Delivery. 320-360-2152

## 395 Misc. For Sale & Wanted

**KARATE LESSONS**  
1517NE Central Ave. Minneapolis 612-870-1795. 1ST LESSON FREE!  
www.shotokankaratemn.com

**\$\$\$ WANTED \$\$ PINBALL MACHINES!**  
ANY CONDITION!  
WILL PICK UP IN MN, ND, SD, IA, WI!  
CALL: 612-578-9048

## 403 Cats

Ragdoll Kittens sweet, vet checked, and family raised! Rehoming is \$600. Call/Txt Heidi at (763) 501-8268.

## 404 Dogs

**Aussie Mini Mix** Vet checked-first shots and worming done-parents are purebreds-one sneaky mini Aussie-they are litter box trained. Mom is champion bred sheltie female Dad is one time standerd Merle and sable. Can meet in Minnesota. 750 mtrabing@gmail.com

**AUSTRALIAN SHEPHERD STANDARD**  
Registered, vaccinated. Call/text: 320-212-4542

**Basset Hound AKC**, 2 males, shots/wormed 6x1x1-2x17383, 6x1x16-3x550. www.ashland-farm.com. 700 brumms.ashlandfarm@gmail.com

**Bredmooodles & Cavapoos** Tri colored healthy read, www.fennelkennels.com 850 luvnydogshorses@gmail.com

**BORDER COLLIES REGISTERED** 2 mated, 1st shots, 1st wormed. 507-317-6234

## 404 Dogs

**Cavapoos, Bernedoodles, Cockapoos, 2-Mini-Petite-Goldendoodles, 2-Shihtzus, 2-Maltipoos in April.** USD shots/deworm, 2 yr Warr. Lic# 484991. We train! Dusty 920-120-7441 Brenda 608-574-7931  
SpringGreenPups.com

**English Mastiff Puppies**  
Ready to go the end of February. Male & Female Available  
320-905-9417

**English Springer Spaniel Pups AKC**  
Vet chkd, shots, dewormd, farm & fam raised, 641-364-2097/700

**GERMAN SHEPHERD PUREBRED PUPS** Born 12/13. Friendly, great pups! M/F \$900. Ph/txt: 320-429-1294

**German Shepherds, White, 8 weeks** male & female puppies shots, vet checked. \$800  
mikefontaine2000@yahoo.com

**GOLDENDOODLE PUPS** Beautiful red color, very friendly, vaccinated, with quality AKC papers. \$200. 715-229-2031

**Golden Retriever English Cream**  
www.starenglisgoldens.com  
Call or text 605-880-1817

**Labradoodle Puppies** Twelve Week Old Labradoodle Puppies ready to join their forever home today. The "forever home" is a commitment that is very important to me. We have all boys with beautiful coats. They are Parti boys with Red, Apricot, Gray and tri colored Merle on a cream background. We are located within the town of Ames, Iowa just a short drive away. 250 Diana\_Berntsen@comcast.net

**Labrador puppies** Beautiful family of puppies will be ready for adoption in February. 2 black, 2 chocolate, 5 yellow puppies, great bloodlines sire registered, dame is not but is all Labrador and absolutely beautiful \$800 jarranewoo@aol.com

**Labs, Yellow/Red Purebred,** dewormed, 1st shots, vet checked. Rice city. \$600 draagyn013@yahoo.com

## 404 Dogs

**SCOTTIE AKC ADULTS & PUP**  
for sale, color, breed, sex, marital. Vet checked, shots, 1 BL F Adult, 1 P Puppy, and 2 Adult Males - Wheaton or Black. 641-581-4955

## 430 Vacation Guide

Seasonal cabins available for full summer rental 2024. 1 to 3 br. Linwood Resort on Lake Osakis. www.linwoodresort.com  
vacation@linwoodresort.com



All rental advertising in the Star Tribune is subject to the laws which make it illegal to advertise "any preference, limitation or discrimination based on race, color, national origin, ancestry, religion, creed, sex, marital status, sexual orientation, handicap, disability, familial status or status regarding public assistance or an intention to make any such preference, limitation or discrimination". The Star Tribune will not knowingly accept any advertisements which are in violation of the law. All dwellings advertised in the Star Tribune publications are available on an equal opportunity basis.

Resources:  
Mpls. Civil Rights 612-673-3012  
MN Human Rights 651-296-5663  
Rental Home Line 612-728-5767  
HUD 1-800-669-9777

## VEHICLES WANTED

\$\$\$\$\$ CASH FOR CARS \$\$\$\$\$  
Repairables or Junkers 612.414.4924

Star Tribune • More of what matters to Minnesota. All day. Every day.

## Mortgage Foreclosures

**24-117105 NOTICE OF MORTGAGE FORECLOSURE SALE**  
THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION. NOTICE IS HEREBY GIVEN, that default has occurred in the conditions of the following described mortgage:  
DATE OF MORTGAGE: November 28, 2016  
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$1,078,000.00  
MORTGAGOR(S): David S. Sassen, a married person; John Lindahl, a married person  
MORTGAGEE: Wells Fargo Bank, N.A.  
LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON THE MORTGAGE: Wells Fargo Bank, N.A.  
SERVICER: Wells Fargo Bank, N.A.  
DATE AND PLACE OF FILING: Filed December 5, 2016, Hennepin County Recorder, as Document Number A10387890, thereafter recorded in Torrens on November 28, 2016 as Document Number T05403207 in the office of the Registrar of Titles in Hennepin County, Minnesota  
ASSIGNMENTS OF MORTGAGE: Assigned to: Wells Fargo National Bank West  
LEGAL DESCRIPTION OF PROPERTY: Parcel 1: Lot 1, Block 1; an undivided 1/6th interest in and to that part of Outlot C not embraced within Tract K, Registered Land Survey No. 972. File of the Hennepin County, Minnesota Registrar of Titles; and an undivided 1/6th interest in and to all that part designated as Lake Minnetonka on the plat of Gideons Bay Woods not embraced within Tract K, Registered Land Survey No. 972. Files of the Hennepin County, Minnesota Registrar of Titles; all in Gideons Bay Woods, together with a 35 foot easement for driveway purposes over Lots 2 and 3, Block 1, GIDEONS BAY WOODS, the centerline of said easement being described as follows:  
Commencing at the most northerly corner of said Lot 3; thence on an assumed bearing of South 40 degrees East along the Easterly line of said Lot 3 a distance of 149.62 feet to an angle point; thence Southerly along the Easterly line of said Lot 3 a distance of 12.31 feet to the beginning of the centerline being described; thence North 40 degrees West a distance of 77.20 feet; thence deflecting left along a tangent line to the curve to the South with a radius of 25.3 feet and central angle of 63 degrees 30 minutes a distance of 28.04 feet to a point of compound curvature; thence following a 187.5 foot radius curve, central angle 23 degrees 40 minutes, a distance of 77.45 feet; thence South 52 degrees 50 minutes West tangent to last-said curve a distance of 70 feet; thence Southwesterly to a point on the Southwesterly line of said Lot 2 distant 17.00 feet South-easterly, as measured along said Southwesterly line, from the most Westerly corner of said Lot 2, and said centerline there ending. (Abstract)

## Mortgage Foreclosures

**210 Eagan, MN 55121 (952) 831-4060**  
THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.  
2/5, 2/12, 2/19, 2/26, 3/4, 3/11/24 Star Tribune

## NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION. NOTICE IS HEREBY GIVEN: That default has occurred in the conditions of the following described mortgage:  
DATE OF MORTGAGE: November 28, 2022  
ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$540,000.00  
MORTGAGOR(S): Ridge LLC, a Minnesota limited liability company  
MORTGAGEE: Civic Financial Services, LLC  
DATE AND PLACE OF FILING: Recorded on December 6, 2022 as Document Number 11167503 in the Office of the County Recorder of Hennepin County, Minnesota.

**ASSIGNMENTS OF MORTGAGE:** Assigned to: Bank of California National Association by assignment recorded on March 3, 2023 as Document Number 11185067 in the Office of the County Recorder of Hennepin County, Minnesota; thereafter assigned to Civic Real Estate Holdings III, LLC by assignment recorded on January 4, 2024 as Document Number 11255701 in the Office of the County Recorder of Hennepin County, Minnesota.

**LEGAL DESCRIPTION OF PROPERTY:** Lot Twenty (20), Block Six (6), Thorpe Bros. 10th Addition to Minneapolis, Hennepin County, Minnesota.  
**STREET ADDRESS OF PROPERTY:** 5141 13TH AVE S, MINNEAPOLIS, MN 55414  
**COUNTY IN WHICH PROPERTY IS LOCATED:** Hennepin County, Minnesota.

**THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF THE NOTICE:** \$605,787.52  
**TRANSACTION AGENT:** None  
**NAME OF MORTGAGE ORIGINATOR:** Civic Financial Services, LLC  
**RESIDENTIAL SERVICER:** Fay Servicing, LLC  
**TAX PARCEL IDENTIFICATION NUMBER:** 14-028-24-42-0157  
**TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER:** None

THAT no action or proceeding has been instituted at law to recover the debt then remaining secured by said mortgage, or any part thereof, or if the action or proceeding has been instituted, that the same has been discontinued, or that an execution upon the judgment rendered therein has been returned unsatisfied, in whole or in part.

**PURSUANT** to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:  
**DATE AND TIME OF SALE:** March 11, 2024 at 10:00 AM  
**PLACE OF SALE:** Hennepin County Sheriff's Office, Room 190, Old Courthouse, 350 South Fifth St., Minneapolis, MN 55415, to pay the debt then secured by said mortgage and taxes, as nominee for the mortgagee, on the premises and the costs and disbursements allowed by law. The time allowed by law for redemption by said mortgagee, or their personal representatives or assigns is six (6) months from the date of sale.

**TIME AND DATE TO VACATE PROPERTY:** Unless said mortgage is reinstated or the property redeemed, or unless the time for redemption is reduced by judicial order, you must vacate the premises by 11:59 p.m. on September 11, 2024.

**THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.**

**MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE:** ALLEN J. CAVANAUGH, a single person  
**MORTGAGEE:** Mortgage Electronic Registration Systems, Inc., as nominee for United Wholesale Mortgage, LLC  
**DATE AND PLACE OF FILING:** Recorded on April 14, 2021 as Document Number 0948798 J23  
**OFFICE OF THE COUNTY RECORDER OF HENNEPIN COUNTY, MINNESOTA.**

**ASSIGNMENTS OF MORTGAGE:** Assigned to: Onslow Bay Financial LLC by assignment recorded on June 13, 2022 as Document Number 1118062 in the Office of the County Recorder of Hennepin County, Minnesota.

**LEGAL DESCRIPTION OF PROPERTY:** The land referred to herein is situated in the state of Minnesota, Hennepin County described as follows: Lot 2, Block 1, Kerber's Roll-Back Subdivision, 2nd Addition, 21414 MEADOW LN, HAMEL, MN 55340  
**COUNTY IN WHICH PROPERTY IS LOCATED:** Hennepin County, Minnesota.

**THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF THE NOTICE:** \$237,151.06  
**TRANSACTION AGENT:** Mortgage Electronic Registration Systems, Inc.  
**NAME OF MORTGAGE ORIGINATOR:** United Wholesale Mortgage, LLC  
**RESIDENTIAL SERVICER:** Flagstar Bank, N.A.  
**TAX PARCEL IDENTIFICATION NUMBER:** 02-67300-01-380  
**TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER:** 1005255-01-1015

THAT no action or proceeding has been instituted at law to recover the debt then remaining secured by such mortgage, or any part thereof, or if the action or proceeding has been instituted, that the same has been discontinued, or that an execution upon the judgment rendered therein has been returned unsatisfied, in whole or in part.

**PURSUANT** to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:  
**DATE AND TIME OF SALE:** March 26, 2024, 10:00 AM  
**PLACE OF SALE:** Sheriff's Main Office, Civil Division, Room 190, City Hall, 350 South Fifth St., Minneapolis, MN 55415 to pay the debt secured by said mortgage and taxes, if any, on said premises and the costs and disbursements, including attorneys fees allowed by law, subject to redemption within 6 Months from the date of said sale by the mortgagor(s) the personal representatives or assigns.

**TIME AND DATE TO VACATE PROPERTY:** If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property, if the mortgage is not reinstated under section 580.30 or if the property is not redeemed under section 580.23, is 11:59 p.m. on September 26, 2024, or the next business day if September 26, 2024 falls on a Saturday, Sunday or legal holiday.

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**MORTGAGEE:** Mortgage Electronic Registration Systems, Inc., as nominee for Bank of England, a Corporation, its successors and assigns  
Dated: July 29, 2020  
Filed: August 11, 2020  
Hennepin County Registrar of Titles  
Document No. T05734828 Against Certificate of Title No.: 1507034  
Assigned to: Freedom Mortgage Corporation  
Dated: November 10, 2023  
Filed: November 15, 2023  
Hennepin County Registrar of Titles  
Document No. 6046747 Against Certificate of Title No.: 1507034

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**TIME AND DATE TO VACATE PROPERTY:** Unless said mortgage is reinstated or the property redeemed, or unless the time for redemption is reduced by judicial order, you must vacate the premises by 11:59 p.m. on September 11, 2024.

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**NAME OF MORTGAGE ORIGINATOR:** United Wholesale Mortgage, LLC  
**RESIDENTIAL SERVICER:** Flagstar Bank, N.A.  
**TAX PARCEL IDENTIFICATION NUMBER:** 02-67300-01-380  
**TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER:** 1005255-01-1015

THAT no action or proceeding has been instituted at law to recover the debt then remaining secured by such mortgage, or any part thereof, or if the action or proceeding has been instituted, that the same has been discontinued, or that an execution upon the judgment rendered therein has been returned unsatisfied, in whole or in part.

**PURSUANT** to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:  
**DATE AND TIME OF SALE:** March 30, 2021  
**ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE:** \$230,000.00  
**MORTGAGOR(S):** Allen J. Cavanaugh, a single person  
**MORTGAGEE:** Mortgage Electronic Registration Systems, Inc., as nominee for United Wholesale Mortgage, LLC  
**DATE AND PLACE OF FILING:** Recorded on April 14, 2021 as Document Number 0948798 J23  
**OFFICE OF THE COUNTY RECORDER OF HENNEPIN COUNTY, MINNESOTA.**

**ASSIGNMENTS OF MORTGAGE:** Assigned to: Onslow Bay Financial LLC by assignment recorded on June 13, 2022 as Document Number 1118062 in the Office of the County Recorder of Hennepin County, Minnesota.

**LEGAL DESCRIPTION OF PROPERTY:** The land referred to herein is situated in the state of Minnesota, Hennepin County described as follows: Lot 2, Block 1, Kerber's Roll-Back Subdivision, 2nd Addition, 21414 MEADOW LN, HAMEL, MN 55340  
**COUNTY IN WHICH PROPERTY IS LOCATED:** Hennepin County, Minnesota.

**THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF THE NOTICE:** \$237,151.06  
**TRANSACTION AGENT:** Mortgage Electronic Registration Systems, Inc.  
**NAME OF MORTGAGE ORIGINATOR:** United Wholesale Mortgage, LLC  
**RESIDENTIAL SERVICER:** Flagstar Bank, N.A.  
**TAX PARCEL IDENTIFICATION NUMBER:** 02-67300-01-380  
**TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER:** 1005255-01-1015

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**NAME OF MORTGAGE ORIGINATOR:** United Wholesale Mortgage, LLC  
**RESIDENTIAL SERVICER:** Flagstar Bank, N.A.  
**TAX PARCEL IDENTIFICATION NUMBER:** 02-67300-01-380  
**TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER:** 1005255-01-1015

THAT no action or proceeding has been instituted at law to recover the debt then remaining secured by such mortgage, or any part thereof, or if the action or proceeding has been instituted, that the same has been discontinued, or that an execution upon the judgment rendered therein has been returned unsatisfied, in whole or in part.

## Mortgage Foreclosures

**Transaction Agent:** Mortgage Electronic Registration Systems, Inc.  
**Transaction Agent Mortgage Identification No.:** 3004372-0000473235-7  
**Lender or Broker:** Bank of England, a Corporation  
**Residential Mortgage Servicer:** Freedom Mortgage Corporation  
**Mortgage Originator:** Bank of England, a Corporation  
**LEGAL DESCRIPTION OF PROPERTY:** Lot 9, Block 2, "Walton Park", Hennepin County, Minnesota  
**This is Registered Property.**  
**TAX PARCEL NO.:** 0402924440037  
**ADDRESS OF PROPERTY:** 275 Ashgate N, Minneapolis, MN 55412  
**COUNTY IN WHICH PROPERTY IS LOCATED:** Hennepin  
**ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE:** \$164,666.00  
**AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE:** \$157,590.32

That prior to the commencement of this mortgage foreclosure proceeding, Mortgagee/Assignee of Mortgage complied with all notice requirements as required by statute; that no action or proceeding has been instituted at law to recover the debt secured by said mortgage, or any part thereof;

**PURSUANT** to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:  
**DATE AND TIME OF SALE:** March 26, 2024, 10:00 AM  
**PLACE OF SALE:** Hennepin County Sheriff's Office, Civil Unit, 350 South Fifth Street, Room 1

**From:** [Public Purchase](#)  
**To:** [Amy Lohse](#)  
**Cc:** [Jane Eastes](#); [Melissa Mattson](#)  
**Subject:** [External]Release Successful on Bid RFP #24.8 - Playground Systems, Recreational Products & Installation Services  
**Date:** Monday, January 29, 2024 11:04:02 AM

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Amy Lohse:

Bid "RFP #24.8 - Playground Systems, Recreational Products & Installation Services"  
Status: Release Successful on Jan 29, 2024 11:03:55 AM CST

You can check the released bid by going to the following address:  
<http://www.publicpurchase.com/gems/bid/bidView?bidId=182720>

If you have any questions regarding this bid, please contact our Customer Support Staff at [agency-support@publicpurchase.com](mailto:agency-support@publicpurchase.com)

Thank you for using Public Purchase.

MK= tz5vJo/mAeQ+CPe/gfTDow==

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

# Proposals Requested by the: **Cooperative Purchasing Connection**

## **RFP 24.8 – Playground Systems, Recreational Products & Installation Services**

CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad line of quality playground systems, recreational products, and installation services, at consortium level discounted pricing. CPC strives to bring value to its participating agencies; our goal is to provide agencies with play inspired systems, components, recreational products, and installation services that provide safety-oriented solutions that intrigue and increase participation and activity time. Agencies include educational institutions, cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency.

**Due: 10:00 a.m. CT on Monday, March 6, 2024**

**Suppliers will submit questions and proposals online via Public  
Purchase ([www.publicpurchase.com](http://www.publicpurchase.com))**

**RFP Facilitator:**  
Amy Lohse, Procurement Solutions Specialist  
Cooperative Purchasing Connection

**Published in:**  
Star Tribune  
Argus Leader  
Fargo Forum  
Bismarck Tribune  
January 29 & 31, February 5 & 7

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## **I. Introduction to CPC**

The Cooperative Purchasing Connection (CPC) is a joint powers group of local governmental agencies and service cooperatives in Minnesota, organized pursuant to Minnesota Statute §123A.21. CPC obtains the legal authority to develop and offer, among other services, cooperative procurement services to members and participants. Eligible and existing participants include state, city, and county governments, as well as tribal nations, government agencies, both public and non-public educational agencies, colleges, universities, nonprofit organizations, and other entities contracted on behalf of an agency. Participation in the resulting contract(s) is open to government and nonprofit agencies across the United States

In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds a joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, Minnesota, to provide purchasing contracts to its participating agencies. South Dakota participating agencies may also utilize CPC's purchasing contracts pursuant to South Dakota State Statute §5-18A-37.

LCSC provides the administrative functions of CPC. Administrative functions include but are not limited to bid and contract research, contract development, negotiations; fiscal reporting agent; marketing; contract promotion and agency support services.

## **II. Solicitation Description**

CPC is seeking to collaborate with an experienced Vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad line of quality playground systems, recreational products and installation services, at consortium level discounted pricing. CPC strives to bring value to its participating agencies; our goal is to provide agencies with play inspired systems, components, recreational products, and installation services that provide safety-oriented solutions that intrigue and increase participation and activity time. Agencies include educational institutions, cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency. A qualified Vendor shall have established a percentage discount from a catalog list, published prices, or price list. Discounts may be submitted for an entire catalog or for specific product categories or manufacturer categories. Products and services pertaining to this solicitation include, but not limited to, the following categories:

1. Playground equipment
2. Outdoor fitness equipment
3. Site accessories
4. Surfacing materials
5. Related products
6. Design & layout services
7. Services, including repair

Through the combination of purchasing power, CPC's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates a Vendor from responding to multiple quotes and proposals allowing for the reduction in administrative and overhead costs through CPC's purchasing procedures. CPC will work closely with the Vendor to market the contract not only to participating agencies but also to potential agencies where the contract would be an advantageous option for growing participation and purchases through the Vendor.

CPC reserves the right to award this solicitation to one or more Vendors based on geographic area and who can offer acceptable play and recreational solutions of benefit to all participating agencies. CPC Manufacturers may respond directly and will be required to identify regional suppliers to

execute the contract if pricing is consistent in the tri-state area and designated suppliers adhere to the terms outlined in this solicitation.

CPC encourages providers of all manufacturers/brands to respond, providing the following criteria are met:

1. Pricing discounts offered on a full range of quality products and supplies.
2. Warranty protection.
3. Training and support, when applicable.
4. Installation, when applicable.
5. Guaranteed pricing discounts held firm for the duration of the contract term.

Vendors who meet any or all of the mentioned above must complete the required documents in their indicated format to be considered a responsive and responsible Vendor.

The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Historically, from June 2020 to January 2024, CPC participating agencies have purchased approximately \$10 million in playground systems and recreational products. All quantities or dollar values listed within this solicitation are estimates.

Numerous factors could cause the actual value of the contract(s) resulting from this solicitation to vary substantially from the historical value. Such factors include, but are not limited to, the following:

1. There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases; and
2. The individual value of each contract is indeterminate and will depend upon actual participating agency demand, and actual quantities ordered during the contract period.

In CPC's experience, depending on the price of a particular item, the actual volume of purchases could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting a response, the Vendor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting contract(s) could vary substantially from the estimates/historical values provided in this solicitation.

With CPC's intent to market the contract to participating and potential agencies and to possibly position the contract within the Express online marketplace, when applicable, it is CPC's belief that the program will continue to grow significantly throughout the course of the solicitation term, not to exceed four (4) years.

### **III. Responding Minimum Qualifications**

All submittals must contain answers, responses and/or documentation to the information requested herein. Any submittal failing to provide the required information and/or documentation will be considered non-responsive. A submittal considered non-responsive may result in possible disqualification for consideration of a solicitation award.

Responding Vendors must demonstrate their ability, capacity, and available resources to provide playground systems, recreational products and installation services to participating agencies. Vendors are required to communicate and demonstrate within their submittal that they have extensive knowledge, background, and at least five (5) years of experience with obtaining, producing, delivering, and supporting the product lines offered.

Other factors will be used to determine if a Vendor's submittal and offer has proven to be of sound responsibility.

CPC reserves the right to accept or reject any Vendor's proposal failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

#### **IV. Technical Specifications**

An attempt has been made to standardize the language used in this solicitation. The words "must", "shall", "mandatory" and the phrase "it is required" are used in connection with a mandatory specification. The words "should" and "may" are used in connection with a specification that is desirable.

##### **A. General**

1. The Vendor must have access to a full inventory of the proposed product line(s) while maintaining a minimum monthly average fill rate of 95% or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level.
2. The Vendor must provide participating agencies who have questions, issues, and/or concerns with an efficient response; responding to agencies within 24 hours.

##### **B. Equipment and Supplies**

1. All equipment, supplies, parts, and all related accessories that can be purchased must be new and actively marketed products by the manufacturer's authorized dealers. The Vendor **must provide an Authorized Dealer Letter** for each manufacturer they propose (see solicitation checklist for labeling).
2. Catalogs should be provided for use by and suitable for participating agencies' needs. The catalog will note product discounts and, if applicable, the differing discounts for catalog categories awarded.
3. The Vendor must abide by all applicable federal, state, and local laws, codes, and ordinances governing any area(s) in which any service is rendered and must have all required permits, licenses, agreements, tariffs, bonding, and insurance required by same. No claims for additional payment will be approved for changes required to comply with any such requirements.
4. All manufacturers must be ISO 9001 and 14001 certified and the playground designed, and factory-certified playground installers must be certified by the National Playground Safety Institute (NPSI).
5. All equipment, surfacing material, and installation at a minimum must comply with all recognized State, Federal and Industry standards. Including, but not limited to, the following:
  - a. The Americans Disabilities Act (ADA).
  - b. The ADA Accessibility Guidelines (ADAAG).
  - c. The American Society for Testing Materials Standards including, but not limited to:
    - i. ASTM F1292 - Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment.
    - ii. ASTM F1487 - Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
    - iii. ASTM F1951 - Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
    - iv. ASTM F2075 - Standard Specifications for Engineered Wood Fiber for use as a Playground Safety Surface and Around Playground Equipment.
    - v. ASTM F2223 - Standard Guide for ASTM Standards on Playground Surfacing.

- vi. ASTM F2373 - Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months through 23 Months.
- d. Consumer Product Safety Commission's (CPSC) "Handbook for Public Playground Safety".
- e. The International Playground Equipment Manufacturers Association (IPEMA). All equipment must be IPEMA Certified. Certification must be included with your proposal submission.
- 6. Replacement parts must be stocked for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the participating agency.
- 7. Surfacing materials must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292, F2075, F3012, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.
- 8. Recalls.
  - a. The Vendor must notify CPC and their participating agencies of any product recalls.
  - b. The Vendor will issue a credit or comparable substitute for any delivered, recalled product at the agency's discretion.
  - c. All costs associated with voluntary and involuntary product recalls shall be borne by the Vendor.
- 9. Substitutions.
  - a. Materials, products or equipment described in these documents establish a standard of type, function, and quality to be met by any proposed substitution. Unless the specification prohibits substitution, Vendors are encouraged to propose materials, products or equipment of comparable type, function, and quality. Proposals for substitute items shall be stated in the appropriate blank on the proposal form, or if the form does not contain blanks for substitution, on the Vendor's letterhead attached to the pricing form. Vendors shall attach to the form a statement of the manufacturer and brand name of each proposed substitution plus a complete description of the item, including descriptive literature, illustrations, performance, and test data and any other information necessary for evaluation. The burden of proof is upon the respondent for the merit of the proposed substitution.

**C. Pricing**

- 1. Contract discounts and percentages must be held firm during the initial contract period. Additional discounts may be made to accommodate one-time bulk replacements, special promotions, or a large individual project. The Vendor cannot offer additional discounts and percentages to a participating agency beyond a single large project until following the steps outlined below and receiving approval by CPC. CPC may conduct periodic audits and the Vendor will be responsible for full reimbursement for any overcharge to a participating agency.
- 2. The Vendor must provide a discount price schedule for all categories of products available, and labor/services offered in this solicitation.
- 3. New products and services, pertaining to the scope of this solicitation, can be added during the course of the contract term with notice, as outlined below, to CPC. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the Vendor to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.
- 4. CPC may accept a future claim from the Vendor that a new threshold of performance or technology has been established. If CPC is satisfied with the evidence presented in support of the claim, appropriate pricing for such new technology may be established by applying the

- same pricing method used by the Vendor in their submission. The Vendor must be able to verify the pricing calculation.
5. When a price list is revised (i.e. manufacturer), to add or delete products and accessories that result in revised contract pricing, the Vendor shall notify CPC in writing via email as follows:
    - a. Request will be typed on the Vendor's letterhead and emailed to CPC;
    - b. It is filed with CPC, a minimum of seven (7) calendar days before the effective date of the proposed change;
    - c. It clearly identifies the items impacted by the change and the cause for the adjustment;
    - d. It is accompanied by documentation acceptable to the Procurement Solutions Coordinator to warrant the change (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer's price, etc.);
    - e. CPC reserves the right to accept such change and will confirm disposition in writing. For contract administration purposes, CPC must be able to verify the manufacturer's current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.
  6. CPC expects Vendors to offer their very best prices. If a Vendor offers lower prices to any participating agency outside of this contract, it must lower its prices under this contract at the same time by written notice, via email to CPC.

#### **D. Design Layout and/or Installation Services**

1. All products provided under this solicitation and resulting contract that require assembly and installation must be performed by certified installers. The Vendor must provide names and addresses of each certified installer/subcontractor. All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet the manufacturer's specifications and industry standards.
  - a. The Installer is obligated to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings or construction notes in a timely manner so as not to delay the progress of work.
2. The Vendor must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by the participating agency. The Vendor must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings must be to scale and legible and must show the location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes/paths and the percentage of ADA accessible components.
3. The Vendor must have the ability to provide project management service to help participating agencies complete their projects on time and within budget.
4. Pricing for design layout and/or installation will be by an hourly rate. The Vendor must outline all service charges for design and installation. If the Vendor charges for installation by a method other than hourly, a complete explanation, and breakdown of how charges are calculated must be included with the submission.
5. Pricing for design layout and/or installation will be by hourly rate or percentage of the project cost. The Vendor must outline all service charges for design and installation. If the Vendor charges for installation by a method other than hourly or percentage, a complete explanation, and breakdown of how charges are calculated must be included with the submission.
6. Prevailing Wage. If the resulting contract involves a project erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State [Minnesota] funds, then pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry.

Specifically, all Vendors and all tiers of subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the resulting contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Applicability: The prevailing wage applies to a contract or work under a contract, under which:

- a. Only one (1) trade or occupation is required to complete it and the project is greater than \$2,500; or
- b. The estimated total cost of completing the project is greater than \$25,000.

For questions regarding prevailing wage laws, contact the Minnesota Department of Labor and Industry.

7. Prevailing Wage/Davis Bacon [State & Federal Funds]. The Vendor's hourly price shall include, but is not limited to, wage requirements, equipment and tools normally associated with the removal and installation of goods and services. Due to wage rate requirements for State and Federal funded projects, the costs associated with labor may increase from contracted pricing.
8. The Vendor subcontractors will maintain in current status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services in response to this solicitation. This also includes any contractor's licensure as required by state law. The Vendor must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested.
9. The Vendor will possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased.
10. Installation times will be coordinated with the purchasing agency. All areas will be kept clean and free of debris. Vendors must be able to provide the purchasing agency with a list of responsibilities for installation, a minimum of five (5) business days prior to the start of installation.
11. All personnel that are working in participating agencies must be bonded and insured and follow any and all participating agencies' requirements for contractors and subcontractors.
12. Subcontractors.
  - a. The Vendor will not assign any duties to perform services nor to provide goods to purchasing agencies under this contract to a subcontractor that is not listed in the Subcontractor Utilization Form.
  - b. If a subcontractor is removed from the contract agreement at any time, the Vendor will submit to CPC in writing the reason for removal and effective date.
  - c. To add a subcontractor to the contract agreement, the Vendor must submit to CPC an updated Subcontractor Utilization Form. The subcontractor may not begin providing service until approved by CPC.
  - d. The Vendor will be responsible for ensuring that all subcontractors who provide goods or services under the resulting contract agreement comply with the terms and conditions.
  - e. CPC reserves the right to require that a subcontractor be removed from the contract.
  - f. Any damage done to the participating agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the participating agency.
13. All services will be 100% guaranteed. Any service provided which does not meet the end-users' expectations will either be redone until the end-users' expectations are met, or the charges for the services are refunded to the participating agency.

#### **E. Project Closeout:**

1. Vendor will Provide each purchasing CPC agency with the following documentation:
  - a. A written quote listing all items purchased and how each item meets or exceeds the testing standards.
  - b. An installation guide for each item purchased; clear and concise instructions.
  - c. A drawing showing equipment use zone requirements.
  - d. A list of all services requested by the member of the vendor and associated charges.

- e. Applicable warranties of the equipment and installation including any conditions and response time for repair or replacement of any components during the warranty period.
  - i. Include the warranty start date.
  - ii. Life expectancy of replacement parts.
  - iii. Detailed information as to the proposed return policy on all equipment.
- f. A maintenance checklist to include all parts and their recommended replacement (if necessary). This checklist shall be clear and concise to the CPC agency to determine what, when and how to inspect, maintain, and repair the equipment, including hazard alert labels.
- g. Signage language to be included on the playground or recreational area entrance notifying users of basic use requirements.

**F. Maintenance Plans**

- 1. The Vendor may offer pricing for maintenance for all equipment listed under the solicitation and include it in pricing proposals to participating agencies if requested.
- 2. The Vendor providing maintenance and repair options must provide and clearly state, pricing and terms of the various plans in their submission.

**G. Ordering Methods**

- 1. All orders will be executed by participating agencies, directly, with the Vendor. The Vendor may offer a variety of options for agencies to place orders. The Vendor will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.
- 2. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Vendor Questionnaire).
- 3. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
- 4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 5. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.

**H. Freight and Delivery**

- 1. No delivery charges shall be added to invoices except when authorized on the Purchase Order.
- 2. All prices submitted are to be F.O.B. Destination, Freight Pre-Paid, and Allowed. Unless clearly stated otherwise by the respondent, prices submitted shall include all charges for transportation, packaging, etc., necessary to complete delivery on an F.O.B. Destination basis.
- 3. CPC does not require freight to be included in the proposed pricing for this RFP due to the variance of freight charges attributable to weight and volume per order. However, if awarded, the merchandise must be shipped prepaid with the freight charged added to the invoice as a separate line item. Freight charges must be quoted to the agency prior to any purchase order being issued by the participating agency.
- 4. Invoice and ship all items directly to CPC's participating agencies. A packing slip will be provided with all deliveries including the agencies' purchase order number. Orders not filled and partial shipments shall be indicated on the packing list. Participating agencies shall be notified of an anticipated availability date, within three (3) business days of receipt of order.
- 5. All equipment, supplies, and related accessories must be delivered during normal hours of operation on weekdays, unless at the convenience of the participating agency and through mutual agreement with the Vendor.

6. All products must be 100% guaranteed. Any product which is damaged, found to be defective, or does not perform to the end-user's expectations must be replaced at the Vendor's expense including all shipping/delivery charges. If a participating agency receives the product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

**I. Payment**

1. Participating agencies using the resulting contract Agreement will make payments directly to the Vendor.
2. Payment terms will be defined by the Vendor in their response.
  - a. Vendors are encouraged to offer payment terms through procurement card (P Card) services, if applicable. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.
  - b. Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency of taking such a discount.
  - c. Payments for the used portion of inferior delivery will be made by the participating agency on an adjusted price basis.
3. The Vendor will submit invoices to the participating agencies clearly stating, "Per CPC Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.
4. Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

**J. Advertising and Marketing**

1. The Vendor will provide sales and marketing representation that is able to educate, introduce and demonstrate products and/or services to CPC's participating agencies.
2. The Vendor will be able to assist in developing marketing materials that support the contract.
3. The Vendor will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. The services offered must be appropriate and adequate to ensure a successful contract agreement.
4. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.
5. Upon award and completion of the Vendor orientation, CPC will promote the contract opportunity via its websites. CPC will also announce the new partnership through various marketing channels. Contracts will also be promoted at applicable trade shows, conferences, and meetings.

**V. Timeline**

<b>Date/Time</b>	<b>Event</b>
January 29, 2024	Publication of RFP #24.8 - Playground Systems, Recreational Products & Installation Services
February 14, 2024, at 11:00 a.m. CT	Non-Required Conference Call
<b>February 23, 2024, at 4:00 p.m. CT</b>	<b>Deadline for Vendors to Submit Questions</b>
<b>March 6, 2024, at 10:00 a.m. CT</b>	<b>Deadline for Submission</b>
March 25, 2024	Contact Vendor/Award(s) Made
April 1, 2024	Initial Start of Contract Term

**VI. Non-Required Conference Call**

A virtual conference will be held allowing Vendors to ask questions, concerns and/or issues they may have relating to the solicitation. Those participating in the conference call will have the

opportunity to view a demonstration of CPC’s Express online marketplace, when applicable. The conference call will not be recorded. To attend:

**Online:**

<https://us02web.zoom.us/j/82314113470?pwd=K0wweFN4aEdDUXhpcjJCd3Fsd1M0QT09.>

**Dial in:**

**Number:** 309 205 3325 **Meeting ID:** 823 1411 3470 **Passcode:** 073258

## VII. Method of Award

This solicitation will be evaluated based on the following combined factors. No single factor will determine the final award decision.

	Points Available
<b>Minimum Qualifications</b> <ul style="list-style-type: none"> <li>• Required documentation (submittal).</li> <li>• Extensive knowledge, background, and at least five (5) years of experience with auditing, obtaining, producing, delivering, and supporting the product lines and services offered.</li> <li>• Debarment and suspension verification.</li> </ul>	Pass/Fail
<b>Technical Proposal</b>	140
Qualifications & Experience	
Marketing & Partnership	
Financials & Level of Support	
Warranty	
Industry-Specific Information	
Exceptions & Deviations	
<b>Pricing Proposal</b>	160
<b>Total Points</b>	<b>300</b>

As a part of the process of determining responsible respondents, CPC may request reports that describe the financial soundness of your organization. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

**Best and Final Offer (BAFO):** CPC may request a BAFO if additional information or modified terms are necessary for the evaluation committee to complete its evaluation and ranking. CPC will set a date and time for the submission of BAFO proposals. The BAFO will be limited to specific sections of the RFP or proposal identified by CPC. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed Suppliers or, if the short-list process is not used, all qualified Suppliers will be provided an opportunity to submit a modified response. Only one BAFO request will be issued by CPC. The information received from the BAFO will be used by the evaluation committee to re-rank the Suppliers. If a Supplier does not submit a BAFO proposal or a notice of withdrawal, the Supplier’s previous proposal is considered the Supplier’s BAFO. CPC reserves the right to proceed directly to negotiations with the highest ranked proposers immediately following the initial submission and evaluation of proposals.

**Contract Development:** Following the final evaluations and contract negotiations, CPC will develop a Master Contract Agreement with the most highly qualified Supplier(s). If a satisfactory contract cannot be developed with the most highly qualified Vendor(s) the second most qualified Vendor(s) may then be approached to develop a contract.

**Solicitation Debriefing:** An unsuccessful Vendor may request a debriefing to be scheduled with CPC after the solicitation process has been completed and a Master Contract Agreement with the awarded Vendor(s) has been executed. A debriefing is a learning opportunity for the unsuccessful Vendor to learn about the solicitation process and what measures of their response could be improved. Vendors will not be debriefed on how their response compared to other responding Vendors.

## VIII. Solicitation and Submittal Procedures

**Public Purchase:** All solicitations can be found on Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Public Purchase is an easy-to-use platform that provides Vendors with automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit a response to the solicitation. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process.

**Submission of Proposals:** It is the responsibility of the Vendor to be certain that the proposal being submitted has been uploaded to Public Purchase by the submission deadline, as described in the solicitation. All proposals must be submitted electronically via Public Purchase. If the proposal has not completed its upload to Public Purchase by the submission deadline, the Public Purchase system will not accept the proposal. If any issues occur during the upload of the proposal, Vendors should contact Public Purchase at [support@publicpurchase.com](mailto:support@publicpurchase.com) or utilize the chat function within Public Purchase for immediate technical support. The data included in the submission will not be password protected. Hardcopy proposals are invalid and will not receive consideration.

Document Title	How to Submit
Part 1 RFP Part 2 General Terms and Conditions	<b><u>Do Not Submit with Response.</u></b> Retain for your records.
Part 3 Questionnaire – Name of Company	<b>Provided as a Word document.</b> <b>Submit as one (1) PDF.</b> Include certifications, if applicable.
Part 4 Forms & Signatures – Name of Company	Provided as PDF. <b>Submit as one (1) PDF, <u>signatures required.</u></b>
Part 5 Pricing Schedule – Name of Company	<b>Submit sheets c1 -c4 as an Excel document.</b> <b>Design information as described in sheet c5 is submitted as a PDF.</b> <b>Provide an Authorized Dealer Letter(s) as a PDF for each manufacturer being offered.</b>
Part 6 Certificate of Insurance (COI) – Name of Company	<b>Submit as PDF.</b> Respondent to provide.

**Questions:** Requests for additional information or questions shall be asked via Public Purchase for all participating respondents to see. CPC will respond accordingly via Public Purchase to all questions asked by the question deadline.

**Addenda:** Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. All addenda issued by CPC shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically through Public Purchase; being logged and tracked within the system. If such

confirmation is not received, the Vendor may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and Vendors shall not rely upon such interpretations, corrections, and changes. No answers to questions or addenda will be issued later than seven (7) business days prior to the submission deadline, except an addendum withdrawing the proposal or one which includes postponement of the submission deadline.

**Correction of RFP Documents:** Upon examination of the solicitation, Vendors shall promptly notify the RFP Facilitator of any ambiguity, inconsistency or error, which they may discover. Any notification of ambiguity, corrections and/or requests for interpretation must be submitted, no later than seven (7) business days prior to the solicitation submission deadline. Interpretations, corrections, and changes to the documents will be made either by answers or an addendum.

**Late Submittals:** Submittals will not be allowed to be submitted or uploaded after the due date and time set by CPC. It is the respondent's responsibility to ensure that submittals are received by the due date and time listed.

**Modifications or Withdrawal of a Proposal:** A proposal may not be modified, withdrawn or canceled by the Vendor for a period of one hundred twenty (120) days following the submission deadline of the proposal, as each Vendor so agrees in submitting a proposal. Prior to the submission deadline, any proposal submitted may be modified or withdrawn within Public Purchase. Withdrawn proposals may be resubmitted within Public Purchase prior to the submission deadline provided that they are in full conformance with this solicitation.

**Rejection of Any or All Proposals:** CPC reserves the right to reject any, and all bids/proposals, to waive any informality, or to accept/reject any items listed in the pricing schedule in the best interest of CPC and its participating agencies.

**Opening of Proposals (Opening Record):** Proposals that have been submitted on time will be opened after the submission deadline. An opening record of the proposals received will be made available.

## **IX. Solicitation Terms and Conditions**

**Performance Bond (for construction and/or installation related projects):** As defined by state statute, performance bonds will be required on all projects valued great than:

1. One hundred seventy-five thousand dollars (\$175,000) or more in Minnesota;
2. Fifty thousand dollars (\$50,000) or more for educational agencies and two hundred thousand (\$200,000) or more for municipalities in North Dakota;
3. One hundred thousand dollars (\$100,000) or more for public improvement in South Dakota;  
or
4. Otherwise requested by the participating agency.

All performance bonds will be issued by a corporate surety authorized to do business in the state in which the work will be conducted and by a surety listed in the US Treasury Circular 570. Performance bonds will be posted by the Vendor and submitted to the specific participating agency for the assigned project. Should the contract be the result of a piggyback agreement, performance bonds will reflect each state's bonding requirements.

The Vendor will execute a performance bond in an amount equal to one hundred percent (100%) of the value specified in the contract between the participating agency and the Vendor unless the participating agency requires less to be posted. This bond will protect all persons supplying labor and material to the Vendor for the performance of the work provided in the contract. Subcontractors who may work on the contract may have to provide the Vendor with a performance bond. If the

contract price increases after the bond is provided, the participating agency may consider obtaining additional bonds from the Vendor.

The Vendor will deliver the performance bond to the eligible participating agency at the time the contract is executed between the agency and the Vendor. Work will not commence between the Vendor and the eligible participating agency until the performance bond is received by the participating agency and a copy has been sent to CPC via email (info@purchasingconnection.org). The Vendor will be responsible for providing CPC with a copy of all contracts and bonds in accordance with CPC purchasing procedures. Should the Vendor fail to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to pay the dollar amount of the bond to the participating agency.

It is the Vendor's responsibility to ensure that they can obtain the required bonding for all construction products based on an awarded contract arising from this solicitation. Payment will not be issued for any project for which the required bonds have not been received.

With said construction-based project, the participating agency may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation and resulting Master Contract Agreement (i.e. project timeline, completion dates, progress payments, delivery requirements, invoice requirements, etc.). Any supplemental agreement developed because of the Master Agreement is exclusively between the Vendor and the participating agency. CPC, its agents, members, and employees shall not be a party to any claim for breach of such agreement.

**Certificate of Insurance:** The Vendor must purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor must provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. COIs must be updated and sent electronically to CPC upon coverage renewal. The Vendor must meet the following, minimum coverage requirements:

1. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
2. Automobile Liability: \$1,000,000 each occurrence
3. Workers Compensation: \$100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. **The Vendor must provide the COI with their submission.**

**Binding Contract:** A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, the scope of work, and specifications contained in the solicitation. The Vendor acknowledges that the Contract Offer and Award binds the party to all terms and conditions stated in the proposal.

**Notification of Intent to Award:** An award notification will be made as outlined in the Timeline. The actual award is subject to approval by the CPC Board of Directors and the successful negotiation of a mutually acceptable Master Contract Agreement.

**Contract Term:** The term of the contract resulting from this RFP will be from April 1, 2024, through March 31, 2026. The contract may be extended for one (1) additional 24-month period, based on

successful performance. CPC may grant an extension under certain criteria and conditions. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Vendor evaluation. Performance criteria will include:

1. Contract start-up and communication
2. Partnership responsiveness with CPC
3. Participating agencies evaluation(s)
4. Volume, sales, and competitiveness
5. Marketing

**Administrative Fee:** The Vendor will be required to pay a two (2.0%) percent administrative fee on the total sales price of all purchases shipped and billed to participating agencies. This fee is used to cover CPC's program costs, including the cost of conducting the solicitation, continuing support of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC quarterly, within 20 business days after the end of each fiscal quarter.

Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment.

**Sales Reports Required of the Vendor:** The Vendor will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies, the administrative fee calculations, and the correlating savings incurred by participating agencies. CPC may also request reports on commonly purchased items or top-selling items to create or update a market basket or core list of commonly purchased items. All reports must be submitted in MS Excel within 20 business days after the end of each fiscal quarter, (see Appendix A) listing the following information:

1. Name of purchasing agency
2. Address of purchasing agency (city, state, zip code)
3. Date of purchase
4. Invoice number
5. Amount of purchase
6. Administrative fee generated by the sale
7. Savings generated by the sale



## XI. Appendix B: New Vendor Implementation Checklist – Sample

The following implementation checklist will commence once the Master Contract Agreement has been executed. Implementation and contract start-up is included as part of the evaluations that CPC conducts in regard to renewing a contract for an additional contract term.

Task Description	Completed By
<b>1. CPC Vendor Orientation</b> Discuss expectations Establish contacts, people, and roles Discuss the reporting process and requirements Discuss sales and ordering process Outline kick-off plan; marketing needs Establish Webinar training date, if applicable	CPC & Vendor
<b>2. Vendor/Vendor Login Established – Express (if applicable)</b> Complete vendor initiation form Complete vendor product template Create a user account and user ID – communicate to supplier	Vendor
<b>3. Sales Training and Roll Out</b> CP Personnel Briefing; possible webinar training Marketing information sent to CPC	CPC to Coordinate with Vendor
<b>4. Web Development/Express Store (if applicable)</b> Initiate IT contact Web store construction Web store final edit Product loaded into web store in Express Test Store Functionality Announce Store Availability	Vendor
<b>5. Marketing</b> General announcement Vendor profile page Email signature logo Email communication announcement <i>*All materials will be approved by Supplier prior to disbursement</i>	CPC
<b>6. Marketing – Vendor</b> General announcement Sales/Account team training; contract highlights including pricing schedule  <i>*All materials will be approved by CPC prior to disbursement</i>	Vendor
<b>7. Management Strategies</b> Review kickoff and roll-out plan Discuss and establish target communication strategy	CPC & Vendor
<b>8. Semi-Annual Evaluation and/or Annual Evaluation</b>	CPC

## General Terms & Conditions

The Cooperative Purchasing Connection (CPC) may make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. All amendments will be agreed upon between the Parties. Submittals by a Supplier certify that they have read the General Terms and Conditions and understand that they apply to all purchases under the resulting contract(s).

**Alcoholic Beverages, Substance Use, and Weapons:** A Supplier shall not permit its personnel or any subcontractor to possess upon school property any alcoholic beverages, illicit/non-prescribed drugs, tobacco products, or weapons. All personnel must follow all local substance rules and conduct (dress code, language, parking, etc.) policies while on school premises. Any actions involving, or possession of, any of the aforementioned items while on school property may cause a cancellation of any Agreement, at no cost to CPC and its participating SFAs. Criminal charges may apply.

**Assignment:** Any contract awarded under the conditions of this solicitation shall be for the use of organizations eligible for participation. Any eligible agency may participate (piggyback) with this contract at its discretion, with the consent of the Supplier. The Supplier must seek approval from CPC before utilizing the contract with another eligible agency. CPC has partnerships with consortiums across the United States. CPC will work with the Supplier to make such connections should the Supplier want to piggyback the contract as a vehicle for additional sales. All requirements of this solicitation will apply to all participating eligible agencies. Agencies participating in this contract shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold CPC harmless from any disputes, disagreements, or actions which may arise as a result of using this contract.

**Audit:** Under applicable law, the Supplier will agree that members of CPC's purchasing team may audit their records to establish that total compliance of the agreement is met. CPC will ask participating agencies for invoices showing purchases from the Supplier. The Supplier will agree to provide verifiable documentation of all purchases made by said agencies and will make every reasonable effort to resolve discrepancies fairly and equitably to the satisfaction of both CPC and the Supplier. CPC will require a refund to the agencies involved if any difference in price is found and will also require payment of any administrative fees due resulting from sales that were not listed on the sales report(s). CPC will give at least five (5) calendar days' notice of an audit. The audit will be conducted at a reasonable place and time.

**Awarded Supplier:** The Respondent(s) chosen by CPC to provide goods and/or services to participating.

**Awards:** Awards will be made with reasonable promptness and by written notice to the successful Supplier; solicitation responses are considered to be irrevocable for a period of one hundred twenty (120) days following the solicitation opening unless expressly provided for to the contrary in the solicitation and may not be withdrawn during this period without the express permission of CPC.

1. Awards shall be made to the Supplier whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or the solicitation as a whole, at the option of CPC. CPC reserves the right to determine those offers which are responsive to the solicitation, or which otherwise serve its members' best interests.
2. CPC reserves the right, before making an award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the Supplier meet the requirements outlined in the proposal and specification and are ample and sufficient to ensure the proper performance of the contract in the event of an award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called

for, or that the qualifications or facilities are not satisfactory, CPC may reject such offer. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Supplier from fulfilling all requirements and conditions of the contract.

3. Qualified or conditional offers which impose limitations of the Supplier's liability or modify the requirements of the solicitation, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by CPC may, at the option of the CPC, be:
  - a. Rejected as being non-responsive, or
  - b. Set aside in favor of the CPC's terms and conditions (with the consent of the respondent), or
  - c. Accepted, where CPC determines that such acceptance best serves the interests of participating agencies and CPC.

Acceptance or rejection of alternate or counteroffers by CPC shall not constitute a precedent that shall be binding on successive solicitations or procurements.

4. CPC reserves the right to determine the responsibility of any Supplier for a particular procurement.
5. CPC reserves the right to reject any responses in whole or in part, to waive technical defects, irregularities, and omissions, and to consider past performance of the offeror wherein its judgment the best interests of participating agencies will be served by so doing.
6. CPC reserves the right to make awards by items, group of items or on the total low response for all the items specified as indicated in the detailed specification unless the Supplier specifically indicates otherwise in their response.
7. Preference may be given to responses on products raised or manufactured in the state, other things being equal.

**Confidential Information:** CPC is a public entity; the information contained in the proposals shall be considered public information under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 et. seq. No part of a proposal shall be treated as confidential unless so designated, by the Supplier submitting the proposal, as trade secret information having met the criteria under Minnesota Statutes § 13.37 Subd. 1(b) and other applicable laws. Any data claimed by the Supplier submitting the proposal to be trade secret data must be marked "proprietary and confidential." Should a challenge occur to said Supplier's designation of data as "proprietary and confidential," the Supplier shall indemnify and hold CPC harmless for any attorney's fees, costs, penalties, or losses associated with such designation. CPC makes no representations to any Supplier regarding their designation of data as "proprietary and confidential." CPC designates the sales reports and administrative fee data, references in this solicitation, as confidential. Therefore, under no circumstances, release this data to any entity other than CPC. CPC, however, is a government entity, is required to, upon request of any individual organization; make this information available to the person(s) requesting to contact the CPC department.

**Costs of Preparation:** All costs associated with the preparation, development, or submission of a response or other offers will be borne by the Supplier. CPC will not reimburse any Supplier for such costs.

**Default Contract:** The resulting contract shall be the default contract. All participating agencies' purchases will receive the pricing described in this contract and CPC will receive credit for those purchases made by participating agencies.

**Express Online Marketplace:** CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of CPC's commodity-based contracts. A Supplier does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Supplier to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

**Entire Agreement:** The Master Contract Agreement, shall constitute the entire and exclusive agreement between CPC and any Supplier receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

1. Each proposal will be received with the understanding that the acceptance, in writing, by contract or purchase order by the participating agency of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Supplier and the participating agency. This shall bind the Supplier to furnish and deliver at the prices following the conditions of the said accepted proposal and detailed specifications and the participating agency to pay for at the agreed prices, all materials, equipment, supplies, or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on purchase orders issued by the participating agency to the Supplier.
2. No alterations or variations of the terms of the contract shall be valid or binding unless submitted in writing and accepted by CPC. All orders and changes thereof must originate from the participating agencies: no oral agreement or arrangement made by a contractor with an agency or employee will be binding on CPC and may be disregarded.
3. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless
  - a. Terminated prior to the expiration date by satisfactory delivery against orders of entire quantities, or
  - b. Extended upon written authorization of CPC and accepted by the Supplier, to permit ordering of the unordered balances or additional quantities at the contract price following the contract terms, or
  - c. Canceled by CPC following other provisions stated herein.
4. It is mutually understood and agreed that the Supplier shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
5. If subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the Supplier shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Supplier and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

**Federal Uniform Guidance:** By entering a contract, the Supplier agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et. seq. (See Supplier Forms and Signatures).

**Fiscal Year:** a fiscal year is defined as July 1 through June 30 of the following calendar year. The fiscal quarters end on September 30, December 31, March 31, and June 30.

**Force Majeure:** Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; pandemics; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor

management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

A Supplier requesting relief under this provision must adhere to the following conditions prior to the price of any product being adjusted:

1. A formal, written request for a price increase must be submitted by the Manufacturer to CPC prior to the price change taking effect. CPC must approve the request. The request will include the Force Majeure cause substantiating the reason the relief is being requested.
2. Adequate documentation to substantiate the request must be included.
3. Failure to comply with provisions of the Force Majeure shall be cause for a request to be denied.

**Governing Law:** This resulting contract award shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota.

**Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. All legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

**Hold Harmless:** All parties agree to hold the other harmless from any claims and demands of participating agencies which may result from the negligence of the other in connection with their duties and responsibilities under this agreement unless such action is a result of intentional wrongdoing of the other party.

**Leasing and Rental Agreements:** The Supplier may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC must receive a report annually, summarizing the executed lease purchases along with a summary of the participating agencies' purchases. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Supplier and the participating agency. The Supplier agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Supplier should attempt to work with CPC's current leasing Supplier. Note, the current leasing Supplier may require a minimum purchase amount to begin the leasing process. Should the Supplier be required to utilize their own financial leasing company, this should be noted/requested as an exception.

**Minority and Women-Owned Business:** CPC intends to undertake every effort to increase the opportunity for utilization of minority and women-owned businesses in all aspects of procurement. In connection with the performance of this solicitation, the Supplier agrees to use their best effort to carry out this intent and ensure that minority and women-owned enterprises shall have the maximum practicable opportunity to compete for subcontract work under this solicitation consistent with the efficient performance of this solicitation. CPC desires to promote wherever possible equitable opportunities for minority and women-owned businesses to participate in the services associated with this solicitation.

**New Agency Notification:** CPC will email the current participating agency list to the Supplier each quarter. Those agencies not renewing their participation must not receive CPC agency pricing/discounts.

**Notices:** Notices permitted or required to be given hereunder shall be deemed sufficient if given by written email addressed to the following recipients of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given. Notices shall be sent to [info@purchasingconnection.org](mailto:info@purchasingconnection.org).

**Patent Indemnification:** The Supplier agrees to hold harmless CPC, its successors, assigns, customers and the users of its products from any liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract agreement, for which the contractor is not the patentee, assignee or licensee.

**Participating Agency:** A participating agency shall be defined in accordance with the Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11, North Dakota Century Code Chapter 54-40.3, and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that the entity is required to follow state and local procurement regulations.

**Party:** The name given to either organization who enters into a contractual agreement.

**Protests:** All protests pertaining to the specifications of the solicitation must be delivered in writing and received by the RFP Facilitator no later than 4:00 p.m. CT on the third (3) business day before the opening of proposals. A protest shall be filed no later than three (3) business days after the opening of the proposals or if the protest is based on subsequent action of CPC, not later than three (3) business days after the aggrieved person knows or should have knowledge of the fact giving rise to the protests. Protests of an award will only be accepted by Suppliers who have submitted a response to the solicitation. Respondents may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in the scoring by individual evaluators may not be protested. Protests not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. Should such a protest reach arbitration and result in a loss, the Supplier will be borne to all costs, including CPC's legal fees. Protests shall include the following:

1. Name, address and telephone number of protester;
2. Original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. A detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested; and
5. Any protest review and action shall be considered final with no further formalities being considered.

**Relationship of Parties:** No contract agreement resulting from this solicitation shall be considered a contract of employment. The relationship between CPC and the Supplier is one of the independent contractors each free to exercise judgment and discretion concerning the conduct of their respective businesses. The parties do not intend the proposed contract agreement to create or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this solicitation, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

**Respondent:** A respondent has notified CPC of a desire to respond to the proposal and/or has submitted a proposal in response to this solicitation.

**Rights and Obligations Upon Termination:** Termination of the resulting contract award shall not release the party from the obligation to make payment of all amounts due and payable. Regardless of the cause, the Supplier must refrain from any activity which will create a negative relationship between participating agencies and CPC. Notification of termination to participating agencies shall not be made by the Supplier unless written approval has been received from CPC or its designee. Said approval shall include, but not be limited to, the content of the notice, its structure and timing. This will remain in effect for 60 days post-termination. When failure is deemed by the other party to be the result of willful and wanton negligence, it may result in a civil action against the first party. The

Supplier will continue to provide warranty and product support as specified in their proposed response to the solicitation or by the manufacturer, whichever is greater, on all services purchased by participating agencies during the contract term. Upon termination, any website references and/or email accounts, created by either the Supplier or CPC and designed to promote the contract agreement resulting from this solicitation shall be terminated within 48 hours of the termination.

**Risk of Loss:** Regardless of F.O.B., the Supplier agree(s) to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery, and such loss or destruction shall not release the Supplier from any obligation hereunder.

**Safety Data Sheet (SDS):** Documentation providing workers and emergency personnel with procedures for handling or working with a specific substance safely, and information such as physical data, toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures. SDS documentation must accompany all deliveries when required by federal, state, and local laws.

**Sales Tax:** Sales and other taxes shall not be included in the prices quoted. The Supplier will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each participating agency is responsible for verifying the tax-exempt status to the Supplier. When ordering, participating agencies must indicate that they are tax-exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Supplier resulting from this solicitation.

**Severability:** If any of the terms of this solicitation conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this agreement, and this agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions compromise an integral part of or are otherwise inseparable from, the remainder of the resulting agreement.

**Substitutions:** The materials, products or equipment described in these documents establish a standard of type, function, and quality to be met by any proposed substitution. Unless the specification prohibits substitution, Suppliers are encouraged to propose materials, products or equipment of comparable type, function, and quality. Proposals for substitute items shall be stated in the appropriate blank on the proposal form, or if the form does not contain blanks for substitution, on the Supplier's letterhead attached to the pricing form. Suppliers shall attach to the form a statement of the manufacturer and brand name of each proposed substitution plus a complete description of the item, including descriptive literature, illustrations, performance, and test data and any other information necessary for evaluation. The burden of proof is upon the respondent for the merit of the proposed substitution.

**Termination:** CPC reserves the right to terminate this contract, without penalty or recourse, in whole or in part, whereas termination is in the best interest of the participating agencies. The Parties may terminate the Agreement without cause by mutual written consent or by either Party with a minimum of 60 days written notice. The Supplier will not accept any new orders after the termination date specified in the notice. Participating agencies will only be required to pay the Supplier for goods and services delivered before termination and not otherwise returned following the Supplier's return policy. If the participating agency has paid the Supplier for goods and services not yet provided as of the date of termination, the Supplier shall immediately refund such payment(s). Any termination shall not affect projects that are in progress or in receipt of a purchase order (PO) at the time the termination is received. The Supplier shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the termination. The Supplier will not be reimbursed for any anticipated profit. CPC reserves the right to cancel, or suspend the use thereof, any contract resulting from this solicitation upon any one of the following events with the Supplier:

1. Voluntary or involuntary bankruptcy or insolvency;
2. Failure to remedy a material breach to the terms and conditions of this solicitation;
3. Receipt of written information from any authorized agency finding activities the Supplier engaged in according to this solicitation to violate the law.

**Termination for Default:** If either Party is in default under this contract, it shall have an opportunity to cure the default within the time indicated, 10 business days, after it is given written notice of default to the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have 10 business days to provide a satisfactory response. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. CPC reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any contract terms and conditions or fails to provide adequate assurances of future performance.

In the event of termination for cause, CPC and its participating agencies shall not be liable to the Supplier for any amount of supplies or services not accepted, and the Supplier shall be liable to CPC and its participating agencies for any and all rights and remedies provided by law. If it is determined that CPC improperly terminated this contract for default, such termination shall be deemed a termination for convenience. CPC will issue written notice to the Supplier for acting or failing to act in any of the following:

1. The Supplier provides material that does not meet the specifications of the contract;
2. The Supplier fails to adequately perform the services set forth in the specifications of the contract;
3. The Supplier fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Supplier fails to make progress in the performance of the contract and/or gives CPC reason to believe that the Supplier will not or cannot perform to the requirements of the contract;
5. The Supplier fails to observe any of the terms and conditions of the contract.

**Termination for Non-Appropriation:** Any individual participating agency's procurement/contract covered by this solicitation and executed in accordance with the resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of a court order, or because of insufficient appropriations made available to the participating agency's governing board and/or its State Legislature. Such termination will be affected by sending fifteen (15) days written notice to the Supplier. The participating agency's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Supplier and shall be final.

**Tri-State Area:** Defined as the three states participating in CPC (Minnesota, North Dakota and South Dakota) and their participating agencies.

**Supplier Orientation (CPC 101):** The Supplier and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Supplier and resellers/sub-contractors on the purpose and nature of CPC. The Supplier will not be marketed to participating agencies until they have completed the Supplier orientation session.

**Waiver:** No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

## Vendor Questionnaire

### RFP #24.8 – Playground Systems, Recreational Equipment & Installation Services

#### **Instructions**

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled "***Vendor Questionnaire – Name of Company***".
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

**The following sections will need to be completed prior to submission and submitted as one (1) single PDF titled "Vendor Questionnaire – Name of Company":**

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Warranty](#)
6. [Industry-Specific Information](#)
7. [References](#)
8. [Additional Requirements\\*](#)

## Company Information

**Name of Company:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City, State, Zip code:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).**

	Name	Email	Phone
General Manager			
Contract Manager			
Sales Manager			
Marketing Manager			
Customer Service Manager			
Account Manager(s)			

**Who will be responsible for receiving updated membership lists? Include name, email and phone number(s).**

Name	Email	Phone

**Who will be responsible for submitting sales reports and administrative fee payments on a quarterly basis? Include name, email and phone number(s).**

Name	Email	Phone

**Who will be responsible for conducting audits as requested by CPC? Include name, email and phone number(s).**

Name	Email	Phone

**Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status.**

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

## Qualifications & Experience

**1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).**

Click or tap here to enter text.

**2. Provide evidence of what your organization is doing to remain viable in the industry.**

Click or tap here to enter text.

**3. Describe your customer retention (i.e. customers who are served that continue to be repeat customers).**

Click or tap here to enter text.

**4. Describe the number of agencies your organization, on average, provides a playground and recreational products for each year in CPC's tri-state area of Minnesota, North Dakota and South Dakota?**

Click or tap here to enter text.

**5. Is your organization able to service all areas within CPC's tri-state area?**

\_\_\_\_\_ *Yes*

\_\_\_\_\_ *No*

**If NO, explain why your organization is not able to service a particular area and/or state.**

Click or tap here to enter text.

**6. List the other contracts you have in place that could be accessed by our membership for your products (e.g. other consortiums) in the tri-state area?**

Click or tap here to enter text.

**7. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.**

Click or tap here to enter text.

**8. Describe any unique features that set your company apart from others in the industry and would be specific to CPC and its participating agencies when purchasing through your company.**

Click or tap here to enter text.

**9. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).**

Click or tap here to enter text.

**10. An agency is looking to purchase a new playground system; however, they don't have all of the funds to make the purchase. Does your company offer any assistance with fundraising? If so, please describe what assistance you provide and any associated costs a member might incur for those services.**

Click or tap here to enter text.

**11. Describe any "added value" attributes being offered to participating agencies when purchasing services and products through your company. Describe any "value-adds" that are exclusive to the potential contract.**

Click or tap here to enter text.

## Marketing & Partnership

**1. Describe how your company markets directly to potential customers.**

Click or tap here to enter text.

**2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.**

Click or tap here to enter text.

**3. Describe your organization's ability to participate in conference tradeshows and how you will position the contract at those tradeshows. List all, conference tradeshows that your organization has attended in the last three (3) years.**

Click or tap here to enter text.

**4. Describe how your company will position this contract to potential and existing participating agencies if awarded.**

Click or tap here to enter text.

**5. Describe how you plan to inform and train your personnel on the details and promotion of the contract.**

Click or tap here to enter text.

## Financials & Level of Support

**1. Describe how your organization works with agencies to determine payment terms.**

Click or tap here to enter text.

**2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card?**

Click or tap here to enter text.

**3. Describe your proposed order process for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.**

Click or tap here to enter text.

**4. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.**

Click or tap here to enter text.

**5. Indicate the level of support your company will offer on this contract category.**

- \_\_\_\_\_ Pricing is the same as offered to individual education, government, and nonprofit agencies.  
\_\_\_\_\_ Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.  
\_\_\_\_\_ Pricing is better than what is offered to individual education, government, and nonprofit agencies.  
\_\_\_\_\_ Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.  
\_\_\_\_\_ Other, please describe

**If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:**

Click or tap here to enter text.

**6. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?**

\_\_\_\_\_ *Yes*                      \_\_\_\_\_ *No*

**If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.**

Click or tap here to enter text.

**7. Has your company been disbarred and or suspended in doing business within the United States?**

*Yes*                       *No*

**If YES, list what states, the reason for debarment and/or suspension and its effective dates.**

Click or tap here to enter text.

## Warranty

**1. Describe your warranty program, including any conditions and requirements to qualify claims procedure and overall structure.**

Click or tap here to enter text.

**2. Do all warranties cover all products/equipment parts and labor?**

*Yes*                       *No*

**If NO, describe the exceptions to coverage.**

Click or tap here to enter text.

**3. Do warranties impose usage limit restrictions?**

*Yes*                       *No*

**If YES, describe the restrictions.**

Click or tap here to enter text.

**4. Do warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**

*Yes*                       *No*

**If NO, describe why travel and mileage are not covered.**

Click or tap here to enter text.

**5. List any additional limitations or circumstances that would not be covered under your warranty?**

Click or tap here to enter text.

**6. List any geographic areas within CPC's tri-state area for which your organization cannot provide a certified technician to perform warranty repairs. How will CPC participating agencies in these areas be provided service for warranty repair?**

Click or tap here to enter text.

## Industry Specific Information

**12. Provide a general narrative description of the products and services you are offering in your proposal.**

Click or tap here to enter text.

**13. Provide a general narrative description of your pricing model and identify how the model works.**

Click or tap here to enter text.

**14. Describe where your company's distribution hubs are located. Describe the service and fill rate of inventory from those locations.**

Click or tap here to enter text.

**15. Describe any design and build services that you offer.**

Click or tap here to enter text.

**16. Describe any quality assurance plans that installation teams follow to ensure all safety standards are met.**

Click or tap here to enter text.

**17. Describe any and all certifications that your company, its employees or subcontractors possess. Describe if your company provides access to certified playground inspectors.**

Click or tap here to enter text.

**18. Describe any minimum order requirements and surcharges that may be assessed for a project.**

Click or tap here to enter text.

**19. Describe your company's delivery lead time on orders placed by participating agencies.**

Click or tap here to enter text.

**20. Describe in detail your proposed exchange and return program(s) and policy(s).**

Click or tap here to enter text.

## Scenarios

**1. An agency purchased a playground system from your company that included a flexible climber. After a few years of use, wear, and tear, the protective coating has worn off and the metal chain material within the coating is showing signs of corrosion as it continues to be used. Please describe the process your company would take with a member agency calling in asking for support and/or replacement of the rope structure.**

Click or tap here to enter text.

**2. An agency is looking to replace two play structures that have shown wear and tear throughout its life. The agency is working with your company to replace the structure; however, the new structure has increased the height of the structure by 2 feet (total of 10 feet high). Please describe the process your company would take with the member agency to verify that the surface material still meets the impact of attenuation standards for the structure height.**

Click or tap here to enter text.

## Exceptions & Deviations

**1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.**

Click or tap here to enter text.

**2. List any exceptions your company is requesting to the terms set forth in the Technical Specifications. Respondents must include the following when requesting exceptions:**

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- Proposed alternative to meet the needs of participating agencies and the cooperative

Click or tap here to enter text.

## References

**Provide three (3) references that have purchased products and/or services that are applicable to the scope of this proposal. A contact name, phone number and email will be required.**

**Provide a reference for a project where service and replacement products were provided.**

Reference #1 – Business Name	Click or tap here to enter text.
Product/Service Purchased	Click or tap here to enter text.
Year of Purchase	Click or tap here to enter text.
Reference Contact	Click or tap here to enter text.
Phone	Click or tap here to enter text.
Email	Click or tap here to enter text.

**Provide a reference for a project that totaled above \$200,000.**

Reference #2 – Business Name	Click or tap here to enter text.
Product/Service Purchased	Click or tap here to enter text.
Year of Purchase	Click or tap here to enter text.
Reference Contact	Click or tap here to enter text.
Phone	Click or tap here to enter text.
Email	Click or tap here to enter text.

**Provide a reference for a project where the playground was customized and designed to the client's needs and wants.**

Reference #3 – Business Name	Click or tap here to enter text.
Product/Service Purchased	Click or tap here to enter text.
Year of Purchase	Click or tap here to enter text.
Reference Contact	Click or tap here to enter text.
Phone	Click or tap here to enter text.
Email	Click or tap here to enter text.

## Vendor Forms & Signatures

### RFP #24.8 – Playground Systems, Recreational Products & Installation Services

#### Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "**Vendor Forms & Signatures – Name of Company**".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission:

1. [Contract Offer & Award](#)
2. [Uniform Guidance "EDGAR" Certification Form](#)
3. [Subcontractor Utilization Form](#)

## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

**Business Name** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Address** \_\_\_\_\_ **City, State, Zip** \_\_\_\_\_  
**Contact Person** \_\_\_\_\_ **Title** \_\_\_\_\_  
**Authorized Signature** \_\_\_\_\_ **Title** \_\_\_\_\_  
**Email** \_\_\_\_\_ **Phone** \_\_\_\_\_

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

**Agency** \_\_\_\_\_ **Authorized Signature** \_\_\_\_\_  
**Name** \_\_\_\_\_ **Title** \_\_\_\_\_  
**Awarded this** \_\_\_\_\_ **day of** \_\_\_\_\_ **Contract #** \_\_\_\_\_  
**Contract/Agreement to Commence** \_\_\_\_\_

# EDGAR Certification Form

2 CFR Part 200

## REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR 200

**The following provisions are required and apply when federal funds are expended by participating agencies for any contract resulting from this procurement process.**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

### **(A) Supplier Violation or Breach of Contract Terms**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Supplier default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any contract award will be subject to such provisions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

### **(B) Termination for Cause and for Convenience**

Pursuant to Federal Rule (B) above when federal funds are expended by participating agencies, the participating agency reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Supplier, in the event the Supplier fails to” (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The participating agency reserves the right to terminate the contract immediately, with written notice to Supplier, for convenience, if the participation agency believes, in its sole discretion that it is in the best interest of the participating agency to do so. The Supplier will be compensated for work perform and accepted and goods accepted by the participating agency as of the termination date if the contract is terminated for convenience of the participating agency. Any award made under this procurement process is not exclusive and the participating agency reserves the right to purchase goods and services from other Suppliers when it is in the best interest of the participating agency.

### **(C) Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

### **(D) Davis Bacon Act**

When required by Federal program legislation, Supplier agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Supplier shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Supplier is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Supplier shall pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by

the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Supplier must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### **(E) Contract Work Hours and Safety Standards Act**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **(F) Right to Inventions Made Under a Contract or Agreement**

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **(G) Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **(H) Debarment and Suspension (Executive Order 12549 and 12689)**

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Suppliers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by participating agencies, the Supplier certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, the Supplier certifies that it is compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be include in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriated tiers and that all subrecipients shall certify and disclose accordingly.

#### **(J) Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

A participating agency is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**(L) Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purpose of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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**PROFIT AS A SEPARATE ELEMENT OF PRICE**

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For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Supplier agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier agrees that the total price, including profit, charged by the Supplier to the participating agency shall not exceed the awarded pricing.

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH  
FEDERAL FUNDS – 2 CFR § 200.333**

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When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Supplier further certified that Supplier will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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Supplier certifies under penalty of perjury that its responsible to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**Pursuant to Federal Ruling, when federal funds are expended by participating agencies, the Supplier hereby certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, Supplier certifies compliance will all provisions, laws, acts, regulations as specifically noted above. The Supplier agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable.**

Business Name \_\_\_\_\_ **Authorized Signature** \_\_\_\_\_

Full Name \_\_\_\_\_ Title \_\_\_\_\_

# Subcontractor Utilization Form

**Instructions:** List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: \_\_\_\_\_  
Solicitation Number: \_\_\_\_\_  
Supplier Name: \_\_\_\_\_

If a subcontractor will not be used, check this box:

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Email Address of Contact: \_\_\_\_\_  
Services to be provided: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Email Address of Contact: \_\_\_\_\_  
Services to be provided: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Email Address of Contact: \_\_\_\_\_  
Services to be provided: \_\_\_\_\_

# Form C - Instructions

**\*Please note this spreadsheet has multiple workbooks/tabs.**

**Instructions.** This workbook contains multiple tabs relating to this RFP. Follow the directions listed on each workbook tab and complete the information as requested.

## This workbook contains the following tabs:

### C.1 - Category Discount **required**

*Enter ALL Products & Services your company is proposing.*

### C.2 - Price Schedule

*Download the Net Effective Bid Price and respective information for all line items in the entire catalog. Create a separate spreadsheet for each catalog. Alternatively, you may upload separate spreadsheets as long as they contain the minimum information as described in the C.2 Instructions.*

### C.3 - Support Services - **required**

*Please enter ALL services that your company offers.*

### C.4 - Volume Discounts - **optional**

*Please enter any additional volume discounts that your company is offering.*

### C.5 - Designs #1 & #2 - **required**

*Vendor must provide the following for each of the two (2) sample playground designs (For Evaluation & Price Comparison Only).*

*Vendor must also provide information as outlined in RFP #24.8 - Section IV - Technical Specifications, Section E - Project Closeout.*

- 1.0 3-D Drawing in PDF Format
- 2.0 Number of Kids that can use the playground
- 3.0 Total number of play components:
  - a. Number of ground level components
  - b. Number of accessible ground level components
  - c. Number of elevated components
  - d. Number of accessible elevated components
- 4.0 Itemized costs using proposed discounts and list prices to include all applicable costs, including but
  - a. Each structure or component (i.e. playground, site accessories, shade, receptacles, etc.)
  - b. Design services
  - c. Surfacing
  - d. Installation
  - e. Any other products or services that is associated with this sample
- 7.0 Diameter of Uprights
- 8.0 Color Options
- 9.0 Minimum time needed from date of design to delivery of equipment
- 10.0 **DO NOT** include freight in sample playground pricing

# C.1 - Category Discount

\*Please note this workbook has multiple tabs.

Responding Company's Name:

REQUIRED FORM

**Instructions:**

In the form below, confirm all catalogs and offerings you are proposing under this RFP. Define any specialized or customized work under the Related Products category section. An electronic PDF copy of each of the referenced catalogs or a link to an online catalog must be included with your proposal. Please note this is a required form. Proposals must include electronic copies (PDFs) or link to an online catalog of manufacturer listings, a published wholesale or retail price list, which is widely distributed to the marketplace, or other product literature which describes all the products being offered.

Add lines as needed for a Category.

Category - Playground Equipment (i.e. themed systems, stand-alone activities, system components)			
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	

Category - Outdoor Fitness Equipment (i.e. challenger courses, strength building, multigenerational fitness, precision timing systems)			
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	

Category - Site Accessories (i.e. benches, picnic tables, planters, litter receptacles, bike racks)			
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	

Category - Surfacing Materials (i.e. pour in rubber, wood fiber, etc.)			
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	

Category - Related Products			
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	
Name of Catalog:		Discount % Offered:	

## C.2 Price Schedule

**INSTRUCTIONS:** Download the Net Effective Bid Price and respective information for all line items in the entire catalog. Create a **separate spreadsheet for each catalog**. Alternatively, you may upload separate spreadsheets as long as they contain this minimum information: 1. the name and brief description of the product, including the manufacture (if applicable), 2. The current price of the item at the bid due date, 3. The discount percentage offered for this bid, 3. The final price after the bid discount. Please be sure to set the 'Print Area' PRIOR to submitting your bid response.

NOTE: The Net Effective Price MUST be consistent with the percentage discounts listed on the C.1 tab. Failure to have price correspond may be cause for rejection of your offer. Part C2 OR Vendor created spreadsheets with the information listed in the instructions is **REQUIRED** for a complete response.

Responding Company's Name:

Catalog Name:

No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
1											1
2											2
3											3
4											4
5											5
6											6
7											7
8											8
9											9
10											10
11											11
12											12
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51											51
52											52
53											53
54											54
55											55
56											56
57											57
58											58

No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
59											59
60											60
61											61
62											62
63											63
64											64
65											65
66											66
67											67
68											68
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123											123
124											124
125											125
126											126
127											127
128											128
129											129
130											130
131											131
132											132

No.	Product Category	Product Description	Manufacturer	Manufacturer SKU	Vendor SKU	Unit of Measure	Catalog List Price	Bid Discount Percentage	Net Effective Bid Price	Comments	No.
133											133
134											134
135											135
136											136
137											137
138											138
139											139
140											140
141											141
142											142
143											143
144											144
145											145
146											146
147											147
148											148
149											149

## C.3 - Services Price Schedule

**REQUIRED FORM.** Instructions. Complete the tables below if your company offers any of the following services. Please note this is a required form.

Responding Company's Name:

### Professional Services - Design & Layout Services

Description	Standard Price & Rate	Discounted Price & Rates	Member Savings	Per Diem Charges (if any)	Mileage Charges (if any)	Notes/Comments
			0.00%			
			0.00%			
			0.00%			
			0.00%			
			0.00%			

### Installation/Assembly (Labor) Services

NOTE: Prevailing wage projects are subject to higher hourly rates/charges. Prevailing wage rates change by MN county. Participating agencies are required to notify the Vendor if prevailing wages are required (state/federal funding as part or all of the project/purchase).

Description	Standard Price & Rate	Discounted Price & Rates	Member Savings	Per Diem Charges (if any)	Mileage Charges (if any)	Notes/Comments
Min. Hourly Rate - Regular Hours			0.00%			
Max. Hourly Rate - Regular Hours			0.00%			
Not to Exceed Hourly Rate - Regular Hours			0.00%			
Min. Hourly Rate - Evening			0.00%			
Max. Hourly Rate - Evening			0.00%			
Not to Exceed Hourly Rate - Evening			0.00%			
Min. Hourly Rate - Weekend/Holidays			0.00%			
Max. Hourly Rate - Weekend/Holidays			0.00%			
Not to Exceed Hourly Rate - Weekend/Holidays			0.00%			

### Repair & Maintenance

Description	Standard Price & Rate	Discounted Price & Rates	Member Savings	Per Diem Charges (if any)	Mileage Charges (if any)	Notes/Comments
			0.00%			
			0.00%			
			0.00%			
			0.00%			

### Removal & Disposal

Description	Standard Price & Rate	Discounted Price & Rates	Member Savings	Per Diem Charges (if any)	Mileage Charges (if any)	Notes/Comments
			0.00%			
			0.00%			
			0.00%			
			0.00%			

### Support Services

Description	Standard Price & Rate	Discounted Price & Rates	Member Savings	Per Diem Charges (if any)	Mileage Charges (if any)	Notes/Comments
			0.00%			
			0.00%			
			0.00%			
			0.00%			



# C.5 - Design Information

## Responding Company's Name:

**Instructions.** The information below provides the two (2) design minimums that a Vendor must respond to (For Evaluation & Price Comparison Only). The Vendor is required to provide the following for each design:

**Vendor must provide all information and submit each design in PDF format with their response (i.e. Exhibit A - Design #1 - Name of Company).**

1. 3-D Drawing in PDF Format
2. Number of Kids that can use the playground
3. Total number of play components:
  - a. Number of ground level components
  - b. Number of accessible ground level components
  - c. Number of elevated components
  - d. Number of accessible elevated components
4. Play structure size
5. Deck sizes
6. Itemized costs using proposed discounts and list prices to include all applicable costs, including but not limited to:
  - a. Each structure or component (i.e. playground, site accessories, shade, receptacles, etc.)
  - b. Design services
  - c. Surfacing
  - d. Installation
  - e. Any other products or services that is associated with this sample
7. Diameter of Uprights
8. Color Options
9. Minimum time needed from date of design to delivery of equipment
10. **DO NOT** include freight in sample playground pricing

### Design #1

<b>Budget:</b>	\$500,000 (must include all design, equipment and installation costs)
<b>Ages:</b>	Separate play area for 2 to 5 year olds Separate play area for 5 to 12 year olds
<b>Scope:</b>	Playground will be serving a community. The playground should be inclusive, not just accessible. The design should promote play among children of differing abilities, disabilities and be universal.

### Design #2

<b>Budget:</b>	\$150,000 (must include all design, equipment and installation costs)
<b>Ages:</b>	Ages 2 to 5 year olds
<b>Scope:</b>	Playground will be serving an Early Childhood Center at a school & accommodate up to 30 children. Equipment to be installed by district staff, supervised by the dealer.

## Questions for Bid RFP #24.8 - Playground Systems, Recreational Products & Installation Services

### Question #1

One of our Natioanl Contracts with our vendor allows us to add a line item of Products by Other to a quote. Will this contract allow that?

Feb 16, 2024 12:06:29 PM CST

By: Webber Recreational Design, Inc - cathywait

#### Answers

CPC needs additional information before answering. Please explain what is meant by adding a line item of "Products by Others" to a quote. A definition of "Products by Others" would be helpful.

Feb 16, 2024 1:10:39 PM CST

By: mmattson1

[Archive](#)

### Question #2

3 questions in regard to the bid  
 1. On Vendor Questionnaire, Item #8 Additional Requirements, what is this in reference to (what should be added here)?  
 2. Where do we submit Certificate of Insurance and Authorized Dealers Letter?  
 3. How do you fill out the C2 price schedule. In the previous contract bid, this was requested per hypothetical play scenario? In the new contract this will be difficult to complete if you need pricing for each line item in every single catalog (for example primary manufacturer list is over 1000 items).

Mar 4, 2024 4:08:45 PM CST

By: Midwest Playscapes, Inc. - bbpudwill

#### Answers

1. Please disregard #8 Additional Requirements on the Vendor Questionnaire. This information is not needed.

Mar 5, 2024 11:04:21 AM CST

By: alohse

2. Please submit the Certificate of Insurance & Authorized Dealer letters as PDF documents and send with your bid response.

3. C.2 Price Schedule is more detailed information based on the responses of tab C.1 Category Discount. This tab should include all products & services your company is proposing. Separate spreadsheets saved as a PDF with product information are acceptable. You may also add tabs to the Pricing Schedule workbook and label them with manufacturer name.

[Archive](#)

CPC will accept documentation of list price with discount amount noted.

Mar 5, 2024 11:51:19 AM CST

By: alohse

[Archive](#)

**From:** [Public Purchase](#)  
**To:** [Amy Lohse](#)  
**Subject:** [External]Public Purchase - RFP #24.8 - Playground Systems, Recreational Products & Installation Services  
Closed Notification  
**Date:** Wednesday, March 6, 2024 10:00:07 AM

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Amy Lohse:

The bid RFP #24.8 - Playground Systems, Recreational Products & Installation Services has closed on Mar 6, 2024 10:00:00 AM CST

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=182720>

Thank you for using Public Purchase.

MK= ojo4tz2/Y2bfObJA7NBMVQ==

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Notifications Report

Agency Cooperative Purchasing Connection  
 Bid Number 182720  
 Bid Title Playground Systems, Recreational Products & Installation Services

Vendor Name	State	Invitation	Date	Email	Reason
Astro Optics	WI	Classification	2024-01-29 10:20:25	Brandon.roberts@astrooptics.com	Bid Notification
BCI Burke	WI	Classification	2024-01-29 10:20:25	ltautges@bciburke.com	Bid Notification
BSN Sports & US Games	TX	Classification	2024-01-29 10:20:25	bsnbid@bsnsports.com	Bid Notification
BYO Recreation	FL	Classification	2024-01-29 10:20:25	ingrid@byoplayground.com	Bid Notification
Champlin Tire Recycling, Inc.	KS	Classification	2024-01-29 10:20:25	coreyctri@nckcn.com	Bid Notification
Cleary Building Corp	WI	Classification	2024-01-29 10:20:25	rsolberg@clearybuilding.com	Bid Notification
CONSTRUCTIVE PLAYTHINGS	MO	Classification	2024-01-29 10:20:25	bids@constructiveplaythings.com	Bid Notification
Controlled Products	GA	Classification	2024-01-29 10:20:25	dennis@cpturf.com	Bid Notification
Cre8Play	MN	Classification	2024-01-29 10:20:25	nick@cre8play.com	Bid Notification
Dakota Fence	ND	Classification	2024-01-29 10:20:25	mike@dakotafence.com	Bid Notification
Diversified Metal Fabricators, Inc.	MO	Classification	2024-01-29 10:20:25	info@dmfinc.com	Bid Notification
Dynamic sports Construction, Inc.	TX	Classification	2024-01-29 10:20:25	melissa@dynamicssportsconstruc	Bid Notification
Eco Works Supply	MN	Classification	2024-01-29 10:20:25	jay@ecoworkssupply.com	Bid Notification
Find Import Corporation	MA	Classification	2024-01-29 10:20:25	vendor@opentip.com	Bid Notification
Flagship Recreation	MN	Classification	2024-01-29 10:20:25	grant@flagshipplay.com	Bid Notification
Flanagan Sales Inc.	MN	Classification	2024-01-29 10:20:25	wecanhelp@flanagansales.com	Bid Notification
Graber Manufacturing Inc	WI	Classification	2024-01-29 10:20:25	hgraber@madrax.com	Bid Notification
Graber Manufacturing, Inc.	WI	Classification	2024-01-29 10:20:25	andrea@thomas-steele.com	Bid Notification
Heritage Pools Supply Group, Inc.	KY	Classification	2024-01-29 10:20:25	aquatics@recreonics.com	Bid Notification
J. Oliver Construction LLC	KS	Classification	2024-01-29 10:20:25	beth@joliverconstruction.com	Bid Notification
K-Log Inc	IL	Classification	2024-01-29 10:20:25	ebid@k-log.com	Bid Notification
Kaplan Early Learning Company	NC	Classification	2024-01-29 10:20:25	bids@kaplanco.com	Bid Notification
KATS Excavating	MN	Classification	2024-01-29 10:20:25	kristi@katsexcavating.com	Bid Notification
Kiltie Corporation	MN	Classification	2024-01-29 10:20:25	sreiter@designlinepg.com	Bid Notification
Klose Associations	IL	Classification	2024-01-29 10:20:25	netgirl@frontier.com	Bid Notification
Lakes Country Service Cooperative	MN	Classification	2024-01-29 10:20:25	megstad@lsc.org	Bid Notification
Landscape Structures Inc.	MN	Classification	2024-01-29 10:20:25	elaineharkess@playlsi.com	Bid Notification
Madrax/Thomas Steele	WI	Classification	2024-01-29 10:20:25	kellerman@madrax.com	Bid Notification
Midwest Groundcover Express Blower Service	MN	Classification	2024-03-04 20:14:10	midwestgroundcover@gmail.com	Bid Notification
Midwest Playscapes, Inc.	MN	Classification	2024-01-29 10:20:25	playscapes@earthlink.net	Bid Notification
Midwest Playscapes, Inc.	MN	Classification	2024-01-29 14:34:23	Bruce@midwestplayscapes.com	Bid Notification
Midwest Playscapes, Inc.	MN	Classification	2024-03-05 10:04:21	Bruce@midwestplayscapes.com	Bid Answer
Midwest Playscapes, Inc.	MN	Classification	2024-03-05 10:51:19	Bruce@midwestplayscapes.com	Bid Answer
Park & Play USA	ND	Classification	2024-01-29 10:20:25	mike@parkandplayusa.com	Bid Notification
Park Warehouse	FL	Classification	2024-01-29 10:20:25	bids@parkwarehouse.com	Bid Notification
Pember Companies Inc & Fabrication LLC	WI NE	Classification	2024-01-29 10:20:25	estimating@pembercompanies.c platteriverironworks@gmail.com	Bid Notification
Prairie Band Construction	KS	Classification	2024-01-29 10:20:25	josh.shinneman@pbconst.com	Bid Notification
Prophet Corporation	MN	Classification	2024-01-29 10:20:25	alishakriege@pwap.com	Bid Notification
R.J. Thomas Mfg. Co. Inc.	IA	Classification	2024-01-29 10:20:25	pilotrock@rjthomas.com	Bid Notification
Recreation Supply Company	ND	Classification	2024-01-29 10:20:25	sales@recsupply.com	Bid Notification
RL CONSULTANTS, INC.	CA	Classification	2024-01-29 10:20:25	LIZ.RLCONSULTANTS@GMAIL	Bid Notification
Rocky Mountain Recreation LLC	ID	Classification	2024-01-29 10:20:25	rockymountainrecreationllc@gma	Bid Notification
SafetyFirst Playground Surfacing, LLC	MN	Classification	2024-01-29 10:20:25	office.manager@safetyfirstplaygr	Bid Notification
Saris Cycling Group	WI	Classification	2024-01-29 10:20:25	prkmgr@saris.com	Bid Notification
School Specialty LLC	WI	Classification	2024-01-29 10:20:25	bidnotices@schoolsspecialty.com	Bid Notification
Sign Solutions USA	ND	Classification	2024-01-29 10:20:25	kerry@signsolutionsusa.com	Bid Notification
The J Paul Company	TX	Classification	2024-01-29 10:20:25	Lindsay@jpaulco.com	Bid Notification
The Prophet Corporation	MN	Classification	2024-01-29 10:20:25	bids@gophersport.com	Bid Notification
TreeTop Products, Inc.	IL	Classification	2024-01-29 10:20:25	keyaccounts@treetopproducts.c	Bid Notification
Tuff Go LLC.	SD	Classification	2024-01-29 10:20:25	info@tuffgo.com	Bid Notification

Webber Recreational Design, Inc	MN	Classification	2024-02-16 12:10:39	customerservice@webberrec.co	Bid Answer
Webber Recreational Design, Inc	MN	Classification	2024-03-04 11:41:38	customerservice@webberrec.co	Bid Notification
Western Services LLC	WY	Classification	2024-01-29 10:20:25	doug_westernservices@vcn.com	Bid Notification
Xccent Play	MN	Classification	2024-01-29 10:20:25	bflanagan@xccent.biz	Bid Notification
Xccent, Inc.	MN	Classification	2024-01-29 10:20:25	rfq@xccent.biz	Bid Notification

Access Report

Agency Cooperative Purchasing Connection

Bid Number 24.8

Bid Title Playground Systems, Recreational Products & Installation Services

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
School Wholesale Supplies LLC	2024-01-30 11:49 PM CST	2024-02-12 01:03 AM CST	Part 1 RFP #24.8 - Playground Systems, Recreational Products & Installation Services.pdf	
TreeTop Products, Inc.	2024-01-29 11:34 AM CST	2024-01-29 11:36 AM CST		
NovaTech	2024-01-30 10:50 AM CST	2024-02-15 07:21 AM CST	Part 5 RFP #24.8 - Pricing Schedule.xlsx Part 4 RFP #24.8 - Vendor Forms & Signatures.pdf Part 3 RFP #24.8 - Vendor Questionnaire.docx Part 2 RFP #24.8 - General Terms and Conditions.pdf Part 1 RFP #24.8 - Playground Systems, Recreational Products & Installation Services.pdf	
Parkstone Contracting, LLC	2024-02-01 11:19 AM CST	2024-02-01 11:19 AM CST		
ELITE TEXTILE TRADING LLC	2024-01-29 04:05 PM CST	2024-03-06 08:16 AM CST	Part 4 RFP #24.8 - Vendor Forms & Signatures.pdf Part 5 RFP #24.8 - Pricing Schedule.xlsx Part 3 RFP #24.8 - Vendor Questionnaire.docx Part 2 RFP #24.8 - General Terms and Conditions.pdf Part 1 RFP #24.8 - Playground Systems, Recreational Products & Installation Services.pdf	
Greenfields Outdoor Fitness	2024-01-30 10:45 AM CST	2024-01-30 10:49 AM CST	Part 2 RFP #24.8 - General Terms and Conditions.pdf Part 5 RFP #24.8 - Pricing Schedule.xlsx Part 1 RFP #24.8 - Playground Systems, Recreational Products & Installation Services.pdf	
Park & Play USA	2024-01-30 08:05 AM CST	2024-01-30 08:05 AM CST	Part 1 RFP #24.8 - Playground Systems, Recreational Products & Installation Services.pdf	
CONSTRUCTIVE PLAYTHINGS	2024-01-29 11:28 AM CST	2024-01-29 11:29 AM CST	Part 1 RFP #24.8 - Playground Systems, Recreational Products & Installation Services.pdf	
Midwest Groundcover Express Blower Service	2024-01-29 04:47 PM CST	2024-03-27 01:53 PM CDT	Part 2 RFP #24.8 - General Terms and Conditions.pdf Part 3 RFP #24.8 - Vendor Questionnaire.docx Part 4 RFP #24.8 - Vendor Forms & Signatures.pdf Part 1 RFP #24.8 - Playground Systems, Recreational Products & Installation Services.pdf Part 5 RFP #24.8 - Pricing Schedule.xlsx	2024-03-05 07:04 PM CST
Water Splash INC	2024-01-30 10:27 AM CST	2024-01-30 10:28 AM CST	Part 5 RFP #24.8 - Pricing Schedule.xlsx Part 4 RFP #24.8 - Vendor Forms & Signatures.pdf Part 3 RFP #24.8 - Vendor Questionnaire.docx Part 2 RFP #24.8 - General Terms and Conditions.pdf Part 1 RFP #24.8 - Playground Systems, Recreational Products & Installation Services.pdf	
Dodge Data & Analytics	2024-02-06 12:51 AM CST	2024-02-06 12:58 AM CST	Part 1 RFP #24.8 - Playground Systems, Recreational Products & Installation Services.pdf	
SafetyFirst Playground Surfacing,	2024-01-30 03:53 PM CST	2024-03-07 04:26 PM CST	Part 5 RFP #24.8 - Pricing Schedule.xlsx Part 4 RFP #24.8 - Vendor Forms & Signatures.pdf Part 3 RFP #24.8 - Vendor Questionnaire.docx Part 2 RFP #24.8 - General Terms and Conditions.pdf Part 1 RFP #24.8 - Playground Systems, Recreational Products & Installation Services.pdf	2024-03-05 05:35 PM CST
L&L Supplies	2024-02-05 03:45 PM CST	2024-02-05 03:47 PM CST	Part 5 RFP #24.8 - Pricing Schedule.xlsx Part 4 RFP #24.8 - Vendor Forms & Signatures.pdf Part 3 RFP #24.8 - Vendor Questionnaire.docx Part 2 RFP #24.8 - General Terms and Conditions.pdf	
The Bid Lab	2024-01-29 06:18 PM CST	2024-03-06 12:16 AM CST		
Midwest Playscapes, Inc.	2024-01-29 01:47 PM CST	2024-03-27 09:51 AM CDT	Part 3 RFP #24.8 - Vendor Questionnaire.docx Part 1 RFP #24.8 - Playground Systems, Recreational Products & Installation Services.pdf Part 5 RFP #24.8 - Pricing Schedule.xlsx Part 4 RFP #24.8 - Vendor Forms & Signatures.pdf	2024-03-05 04:57 PM CST
Performance Office Papers	2024-04-09 09:59 AM CD	2024-04-09 09:59 AM CDT		
Prophet Corporation	2024-03-15 08:43 AM CD	2024-03-15 08:43 AM CDT		
Sound Productions, Inc.	2024-02-28 01:45 PM CST	2024-02-28 01:49 PM CST		
Dodge Data & Analytics	2024-01-29 11:11 PM CST	2024-04-06 02:01 AM CDT	Part 5 RFP #24.8 - Pricing Schedule.xlsx Part 4 RFP #24.8 - Vendor Forms & Signatures.pdf Part 3 RFP #24.8 - Vendor Questionnaire.docx Part 2 RFP #24.8 - General Terms and Conditions.pdf Part 1 RFP #24.8 - Playground Systems, Recreational Products & Installation Services.pdf	
Civil Scope	2024-01-31 09:46 AM CST	2024-01-31 09:46 AM CST		
Business Essentials	2024-04-09 07:58 AM CD	2024-04-09 07:58 AM CDT		

Kaplan Early Learning Company	2024-03-01 07:56 AM CST	2024-03-01 07:59 AM CST	Part 5 RFP #24.8 - Pricing Schedule.xlsx Part 4 RFP #24.8 - Vendor Forms & Signatures.pdf Part 3 RFP #24.8 - Vendor Questionnaire.docx Part 2 RFP #24.8 - General Terms and Conditions.pdf Part 1 RFP #24.8 - Playground Systems, Recreational Products & Installation Services.pdf	
Webber Recreational Design, Inc	2024-02-15 08:04 AM CST	2024-03-06 06:32 AM CST	Part 5 RFP #24.8 - Pricing Schedule.xlsx Part 4 RFP #24.8 - Vendor Forms & Signatures.pdf Part 3 RFP #24.8 - Vendor Questionnaire.docx Part 2 RFP #24.8 - General Terms and Conditions.pdf Part 1 RFP #24.8 - Playground Systems, Recreational Products & Installation Services.pdf	2024-03-05 05:54 PM CST
Pember Companies Inc	2024-01-30 08:19 AM CST	2024-01-30 08:19 AM CST		
Park and Play USA	2024-01-30 09:03 AM CST	2024-01-30 09:04 AM CST	Part 1 RFP #24.8 - Playground Systems, Recreational Products & Installation Services.pdf Part 5 RFP #24.8 - Pricing Schedule.xlsx	

# Opening Record

#24.8 Playground Systems, Recreational  
Products & Installation Services

3/6/2024

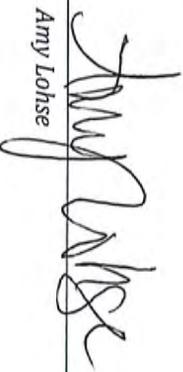
10:05 a.m.

Request for Proposal

Date

Time

  
Melissa Mattson

  
Amy Lohse

  
Lori Mittelstadt

Company Responding	Midwest Groundcover Express Blower Service	Midwest Playscapes Inc.	SafetyFirst Playground Surfacing, LLC	Webber Recreational Design Inc.
3 Questionnaire Yes/No	Yes	Yes	Yes	Yes
4 Forms & Signatures Yes/No	Yes	Yes	Yes	Yes
5 Pricing Schedule Yes/No	Yes	Yes - Follow up needed	Yes	Yes
6 Certificate of Insurance Yes/No	Yes - Follow up needed	Yes - Follow up needed	Yes	Yes - Follow Up Needed
<b>Additional Information Submitted</b>				
Exhibit A - Marketing Plan Yes/No	No	No	No	No
Business Type Certificate (if applicable) Yes/No	No	No	No	No
Other	IPEMA Certificate	Authorized Dealer Letters	Catalog	Authorized Dealer Letters, Catalog, CPSI & IPEMA Certificate
Moves to Evaluation	Yes	Yes	Yes	Yes

**Cooperative Purchasing Connection**  
Tabulation Report RFP #24.8 - Playground Systems,  
Recreational Products & Installation Services  
Vendor: Midwest Groundcover Express Blower Service

**General Comments:** Thank you for the opportunity!  
Justin Crandall  
Midwest Groundcover  
Cell - 763-274-9829  
MidwestGroundcover@gmail.com

**General Attachments:** 2024 IPEMA Certificate - Midwest Groundcover.pdf  
Certificate of Insurance - Midwest Groundcover GL.pdf  
Certificate of Insurance - Midwest Groundcover WC.pdf  
Part 4 - C.2 Price List - Midwest Groundcover.xlsx  
Part 5 - C.1 Category Discount - Midwest Groundcover.pdf  
Part 5 - C.2 Price List - Midwest Groundcover.pdf  
Part 5 - C.2 Price Schedule - Midwest Groundcover.pdf  
Part 5 - C.3 Services Price Schedule - Midwest Groundcover.pdf  
Part 5 - C.4 Volume Discounts - Midwest Groundcover.pdf  
Part 5 - C.5 Design Information - Midwest Groundcover.pdf  
Vendor Forms - Signatures - Midwest Groundcover.pdf  
Vendor Questionnaire - Midwest Groundcover.pdf

## Vendor Questionnaire

### RFP #24.8 – Playground Systems, Recreational Equipment & Installation Services

#### **Instructions**

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Vendor Questionnaire – Name of Company***”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

**The following sections will need to be completed prior to submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:**

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Warranty](#)
6. [Industry-Specific Information](#)
7. [References](#)
8. [Additional Requirements\\*](#)

## Company Information

**Name of Company:** Midwest Groundcover Express Blower Service

**Company Address:** PO Box 120

**City, State, Zip code:** Long Lake, MN 55356

**Website:** [www.midwestgroundcover.net](http://www.midwestgroundcover.net)

**Phone:** 763-274-9829

Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).

	Name	Email	Phone
General Manager	Justin Crandall	<a href="mailto:midwestgroundcover@gmail.com">midwestgroundcover@gmail.com</a>	763-274-9829
Contract Manager	Justin Crandall	<a href="mailto:midwestgroundcover@gmail.com">midwestgroundcover@gmail.com</a>	763-274-9829
Sales Manager	Justin Crandall	<a href="mailto:midwestgroundcover@gmail.com">midwestgroundcover@gmail.com</a>	763-274-9829
Marketing Manager	Justin Crandall	<a href="mailto:midwestgroundcover@gmail.com">midwestgroundcover@gmail.com</a>	763-274-9829
Customer Service Manager	Sandy Crandall	<a href="mailto:midwestgroundcover@gmail.com">midwestgroundcover@gmail.com</a>	763-274-9829
Account Manager(s)	Justin Crandall	<a href="mailto:midwestgroundcover@gmail.com">midwestgroundcover@gmail.com</a>	763-274-9829

Who will be responsible for receiving updated membership lists? Include name, email and phone number(s).

Name	Email	Phone
Justin Crandall	<a href="mailto:midwestgroundcover@gmail.com">midwestgroundcover@gmail.com</a>	763-274-9829

Who will be responsible for submitting sales reports and administrative fee payments on a quarterly basis? Include name, email and phone number(s).

Name	Email	Phone
Justin Crandall	<a href="mailto:midwestgroundcover@gmail.com">midwestgroundcover@gmail.com</a>	763-274-9829

Who will be responsible for conducting audits as requested by CPC? Include name, email and phone number(s).

Name	Email	Phone
Justin Crandall	<a href="mailto:midwestgroundcover@gmail.com">midwestgroundcover@gmail.com</a>	763-274-9829

Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status.

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

## Qualifications & Experience

### 1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

Midwest Groundcover was founded in the spring of 2005 by Justin Crandall. Evolving from installing wood fiber by skid steer and wheel barrels to operating state of the art specialized mulch blowing trucks increasing efficiencies for clients to complete project on time and on budget. We are a small business that values close relationships with our clients as the majority of our clients utilize our services annually.

### 2. Provide evidence of what your organization is doing to remain viable in the industry.

We offer blower truck installation of materials including IPEMA Certified Engineered Wood Fiber. Utilizing blower truck technology provides Midwest Groundcover and its clients an advantage as we are less susceptible to staffing issues and the blower truck technology replaces labor intensive work while being operated by just one person capable of blowing in 80 yards of material per hour. We have also found that our clients want projects completed even while school is in session so we have offered our services to school districts on weekends eliminating the need to close a playground during the school day.

### 3. Describe your customer retention (i.e. customers who are served that continue to be repeat customers).

The vast majority of our customers are repeat customers annually and have been year after year. We go above and beyond to complete projects for our customers on time and on budget while maintaining a close relationship to know what each customer's expectations are.

### 4. Describe the number of agencies your organization, on average, provides a playground and recreational products for each year in CPC's tri-state area of Minnesota, North Dakota and South Dakota?

We service over 100 entities annually with the majority being cities and a large number of school districts

### 5. Is your organization able to service all areas within CPC's tri-state area?

  X   Yes                             No

If NO, explain why your organization is not able to service a particular area and/or state.

Click or tap here to enter text.

### 6. List the other contracts you have in place that could be accessed by our membership for your products (e.g. other consortiums) in the tri-state area?

None.

### 7. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

None.

### 8. Describe any unique features that set your company apart from others in the industry and would be specific to CPC and its participating agencies when purchasing through your company.

Midwest Groundcover offers blower truck installation of IPEMA Certified Engineered Wood Fiber, unlike our competition that installs EWF with a more outdated process of skid steers that can not only damage turf, sidewalks, curbing and playground equipment but can pose a danger to anyone near that equipment with the risk of injury or death. Our blower trucks allow is to contain all material inside of the trucks and we simply stretch out our hose and blow the wood fiber into place with no damage to any turf, sidewalks, curbing or playground equipment and poses no threat to the public. We also offer a number of additional services that the current contract holder does not offer including supply and installation of decorative mulches for landscapes surrounding schools, city pools & boulevard medians. We also offer blower truck installation of soils including garden soils for new planter beds in boulevard medians, rooftop gardens as well as a process called Terraseeding, where a compost blend is injected with a specified seed then blown into place with some of the best seeding results available to restore damage to turf areas during construction projects or restoring an athletic field.

### 9. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

None.

**10. An agency is looking to purchase a new playground system; however, they don't have all of the funds to make the purchase. Does your company offer any assistance with fundraising? If so, please describe what assistance you provide and any associated costs a member might incur for those services.**

We do not sell new playground equipment but would forward them to one of our many clients that do sell new playground equipment.

**11. Describe any "added value" attributes being offered to participating agencies when purchasing services and products through your company. Describe any "value-adds" that are exclusive to the potential contract.**

The owner of Midwest Groundcover is on site for every project currently completed. As an owner/operator there is an elevated level of service and quality received in order to retain our clients year after year. I have found the added value is making sure the project is completed properly unlike work we have seen by other companies that just send employees to complete a project.

## Marketing & Partnership

**1. Describe how your company markets directly to potential customers.**

We utilize constant contact to send out regular emails to all cities and schools in Minnesota as well as direct mailings including full brochures listing all of the services we offer as well as targeted postcards that are sent out monthly. We also attend a number of trade shows each year with an ever growing list of clients. We also receive referrals from our current clients from their neighboring cities and schools to utilize our blower truck technology.

**2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.**

We utilize our database of cities and schools to email and mail marketing materials with greater success each year due to the staffing issues plaguing both municipalities and our competitors. The majority of our clients are cities, which opens the door to a new market that does not seem to be tapped currently with a CPC contract for the maintenance requirements of cities.

**3. Describe your organization's ability to participate in conference tradeshow and how you will position the contract at those tradeshow. List all, conference tradeshow that your organization has attended in the last three (3) years.**

We will create signage and postcards to show current and prospective clients of the ability to utilize our services with the CPC contract. We sponsor and attend the following shows.

MASMS Annual Conference & Custodial Days.

MRPA Annual Conference

MPSTMA Spring & Fall Conferences

MN Fall Maintenance Expo

**4. Describe how your company will position this contract to potential and existing participating agencies if awarded.**

We will notify all of our existing clients including cities and schools of the availability to utilize our services through the CPC agreement and no longer needing to go through a bid process that we have found is not an apples to apples bid with others not having knowledge of needing to use IPEMA Certified EWF in playgrounds. We will also use our database of all cities and school districts in Minnesota to continue our marketing campaign of direct emails and mailing of postcards and brochures. As well as creating signage for the number of tradeshow we participate in every year. Many of our clients have expressed their desire to utilize our services with a CPC contract.

**5. Describe how you plan to inform and train your personnel on the details and promotion of the contract.**

We will have all staff participate in the vendor orientation. The owner Justin Crandall does all sales and client interactions.

## Financials & Level of Support

**1. Describe how your organization works with agencies to determine payment terms.**

We are net 30 or 35 with flexibility to work with clients needs.

**2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card?**

Not at this time but would be open to accepting payments by procurement card with the award of this contract with the participating agency paying all associated processing fees, generally 3%.

**3. Describe your proposed order process for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.**

Clients call or email with the project request, we will provide a site assessment if needed and send detailed quote for project approval. Once we receive the signed approved quote and purchase order we will schedule project for completion. All clients utilizing the CPC contract will be given priority in our quoting process.

**4. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.**

All CPC orders will utilize the item numbers associated with the price list as well as adding another line item on each quote and invoice in our billing software to state this is a CPC project for ease of self auditing within our software while ensuring all CPC discounts have been applied.

**5. Indicate the level of support your company will offer on this contract category.**

- Pricing is the same as offered to individual education, government, and nonprofit agencies.
- Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.
- Pricing is better than what is offered to individual education, government, and nonprofit agencies.
- YES Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.
- Other, please describe

**If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:**  
Click or tap here to enter text.

**6. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?**

Yes  No

**If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.**  
Click or tap here to enter text.

**7. Has your company been disbarred and or suspended in doing business within the United States?**

Yes  No

**If YES, list what states, the reason for debarment and/or suspension and its effective dates.**  
Click or tap here to enter text.

## Warranty

**1. Describe your warranty program, including any conditions and requirements to qualify claims procedure and overall structure.**

We will address any warranty issues within one year at no charge. Our warranty does not cover vandalism, natural disaster, excessive use or workmanship of others.

**2. Do all warranties cover all products/equipment parts and labor?**

Yes  No

If NO, describe the exceptions to coverage.

Our warranty covers all of our products and services but not products or services from other vendors.

**3. Do warranties impose usage limit restrictions?**

Yes  No

If YES, describe the restrictions.

Warranties do not cover compaction or kick out of EWF from usage.

**4. Do warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**

Yes  No

If NO, describe why travel and mileage are not covered.

Click or tap here to enter text.

**5. List any additional limitations or circumstances that would not be covered under your warranty?**

N/A

**6. List any geographic areas within CPC's tri-state area for which your organization cannot provide a certified technician to perform warranty repairs. How will CPC participating agencies in these areas be provided service for warranty repair?**

N/A

## Industry Specific Information

**12. Provide a general narrative description of the products and services you are offering in your proposal.**

We offer blower truck installation of materials including IPEMA Certified Engineered Wood Fiber, decorative mulches, soils, aggregates & erosion control solutions. We also offer a full range of playground maintenance services including top dressings, inspections, equipment & border repairs/replacements, site excavation, equipment removal, drainage & fabric installation & tear outs of surfacing materials. Utilizing blower truck technology eliminates the risks posed by traditional installation methods to playground equipment, borders, sidewalks and turf areas.

**13. Provide a general narrative description of your pricing model and identify how the model works.**

Our pricing for a full 70 yard blower truck load of our engineered wood fiber within the metro is \$42.00 x 70 yards = \$2,940.00. If our client was in Alexandria, MN it would be our base price of \$2,940 plus the milage fee of \$10.00 per mile x 132 miles = \$1,320.00 totaling \$4,260.00.

**14. Describe where your company's distribution hubs are located. Describe the service and fill rate of inventory from those locations.**

Midwest Groundcover is located in Long Lake, MN. Servicing primarily the metro area but offer our services throughout Minnesota, North Dakota, South Dakota, Wisconsin & Iowa.

**15. Describe any design and build services that you offer.**

We provide design and build services for playground surfacing needs including proper drainage, container depths and site grading needs to allow ADA access.

**16. Describe any quality assurance plans that installation teams follow to ensure all safety standards are met.**

The owner is on site and performing all work associated with these projects to ensure all safety standards are followed and the project is completed to the highest quality standards to exceed customer expectations.

**17. Describe any and all certifications that your company, its employees or subcontractors possess. Describe if your company provides access to certified playground inspectors.**

Our Engineered Wood Fiber is IPEMA Certified, ASTM 1292 Certified & ADA wheelchair accessible certified. Our subcontractor and employees are Certified Playground Inspectors & manufacturer certified installers for Landscape Structures with decades of experience with inspections, maintenance and new playground installations.

**18. Describe any minimum order requirements and surcharges that may be assessed for a project.**

Our minimum orders are spelled out on the price list. We require full truck load minimum orders to receive our best pricing. If a client does not want a full load we offer a short load fee to accommodate their needs.

**19. Describe your company's delivery lead time on orders placed by participating agencies.**

We offer same or next day service for emergency needs in case of an injury at a playground or failed CPSI inspection for EWF surfacing. Note that same or next day services are available at an extra cost. Most projects have a two to three week lead time from approval to completion. We also offer our services to schools on weekends to complete projects while school is in session, eliminating the closure of playgrounds while school is in session and any danger associated with operating equipment while children are on site unlike our competition.

**20. Describe in detail your proposed exchange and return program(s) and policy(s).**

If the item is found to be defective we will exchange or return the item. If they are not satisfied with a service provided we will make it right with the client.

## Scenarios

**1. An agency purchased a playground system from your company that included a flexible climber. After a few years of use, wear, and tear, the protective coating has worn off and the metal chain material within the coating is showing signs of corrosion as it continues to be used. Please describe the process your company would take with a member agency calling in asking for support and/or replacement of the rope structure.**

Midwest Groundcover does not sell new playgrounds but we do work with clients to replace damaged equipment as needed. We perform visual inspections on all equipment when we are on site for our top dressings. We would determine the manufacture of the equipment, contact that local representative to obtain a quote for the replacement of the worn parts as well as a timeline for delivery. We would then provide a quote to the client for the new parts, removal & disposal of the worn parts and installation of the new parts. Once the quote is approved all new parts will be ordered and shipped directly to our facility to streamline the process and make it easier for the client. Once the parts arrive we would schedule a time for installation and complete the project.

**2. An agency is looking to replace two play structures that have shown wear and tear throughout its life. The agency is working with your company to replace the structure; however, the new structure has increased the height of the structure by 2 feet (total of 10 feet high). Please describe the process your company would take with the member agency to verify that the surface material still meets the impact of attenuation standards for the structure height.**

We would assess the site and discuss with the client to make certain the excavation is completed to the proper depth, removing all existing surfacing material as IPEMA guidelines recommend replacing EWF every 5 years. Depending on the site we would assess the need for a drainage system which would call for an additional 3 to 4 inches of excavation on top of the 12 inches required by IPEMA and ASTM fall height standards. We offer excavation services for new playground installations to make sure there is enough depth for the proper amount of engineered wood fiber can be installed.

## Exceptions & Deviations

**1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.**

None

**2. List any exceptions your company is requesting to the terms set forth in the Technical Specifications. Respondents must include the following when requesting exceptions:**

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- Proposed alternative to meet the needs of participating agencies and the cooperative

None

## References

**Provide three (3) references that have purchased products and/or services that are applicable to the scope of this proposal. A contact name, phone number and email will be required.**

**Provide a reference for a project where service and replacement products were provided.**

<b>Reference #1 – Business Name</b>	City of Rosemount
<b>Product/Service Purchased</b>	New Playground Surfacing Installation & Top Dressing Existing Playgrounds
<b>Year of Purchase</b>	2023
<b>Reference Contact</b>	Ryan Rausch
<b>Phone</b>	651-322-2022
<b>Email</b>	Ryan.rausch@rosemountmn.gov

**Provide a reference for a project that totaled above \$200,000.**

<b>Reference #2 – Business Name</b>	Centennial Schools
<b>Product/Service Purchased</b>	Sand Removal & EWF Installation w/Wear Mats & Top Dressing Project
<b>Year of Purchase</b>	2022
<b>Reference Contact</b>	Tim Burton
<b>Phone</b>	763-792-6016
<b>Email</b>	Tburton@isd12.org

**Provide a reference for a project where the playground was customized and designed to the client's needs and wants.**

<b>Reference #3 – Business Name</b>	Elk River Schools
<b>Product/Service Purchased</b>	Tamarack EWF Top Dressings & Spent EWF Removal & New EWF Installation After GC Failed To Complete Project Before School Started
<b>Year of Purchase</b>	2023
<b>Reference Contact</b>	Laura Masley
<b>Phone</b>	763-458-1302
<b>Email</b>	Laura.masley@isd728.org

## Vendor Forms & Signatures

### RFP #24.8 – Playground Systems, Recreational Products & Installation Services

#### Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "**Vendor Forms & Signatures – Name of Company**".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission:

1. [Contract Offer & Award](#)
2. [Uniform Guidance "EDGAR" Certification Form](#)
3. [Subcontractor Utilization Form](#)

## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

<b>Business Name</b>	Midwest Groundcover Express Blower Service, LLC	<b>Date</b>	3/1/2024
<b>Address</b>	PO Box 120	<b>City, State, Zip</b>	Long Lake, MN 55356
<b>Contact Person</b>	Justin Crandall	<b>Title</b>	Owner
<b>Authorized Signature</b>	<i>Justin Crandall</i>	<b>Title</b>	Owner
<b>Email</b>	Midwestgroundcover@gmail.com	<b>Phone</b>	763-274-9829

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

<b>Agency</b>	_____	<b>Authorized Signature</b>	_____
<b>Name</b>	_____	<b>Title</b>	_____
<b>Awarded this</b>	_____	<b>day of</b>	_____
		<b>Contract #</b>	_____
<b>Contract/Agreement to Commence</b>	_____		

# EDGAR Certification Form

2 CFR Part 200

## REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR 200

**The following provisions are required and apply when federal funds are expended by participating agencies for any contract resulting from this procurement process.**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

### **(A) Supplier Violation or Breach of Contract Terms**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Supplier default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any contract award will be subject to such provisions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

### **(B) Termination for Cause and for Convenience**

Pursuant to Federal Rule (B) above when federal funds are expended by participating agencies, the participating agency reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Supplier, in the event the Supplier fails to” (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The participating agency reserves the right to terminate the contract immediately, with written notice to Supplier, for convenience, if the participation agency believes, in its sole discretion that it is in the best interest of the participating agency to do so. The Supplier will be compensated for work perform and accepted and goods accepted by the participating agency as of the termination date if the contract is terminated for convenience of the participating agency. Any award made under this procurement process is not exclusive and the participating agency reserves the right to purchase goods and services from other Suppliers when it is in the best interest of the participating agency.

### **(C) Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

### **(D) Davis Bacon Act**

When required by Federal program legislation, Supplier agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Supplier shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Supplier is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Supplier shall pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by

the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Supplier must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### **(E) Contract Work Hours and Safety Standards Act**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **(F) Right to Inventions Made Under a Contract or Agreement**

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **(G) Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **(H) Debarment and Suspension (Executive Order 12549 and 12689)**

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Suppliers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by participating agencies, the Supplier certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, the Supplier certifies that it is compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be include in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriated tiers and that all subrecipients shall certify and disclose accordingly.

#### **(J) Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

A participating agency is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**(L) Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purpose of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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**PROFIT AS A SEPARATE ELEMENT OF PRICE**

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For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Supplier agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier agrees that the total price, including profit, charged by the Supplier to the participating agency shall not exceed the awarded pricing.

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH  
FEDERAL FUNDS – 2 CFR § 200.333**

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When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Supplier further certified that Supplier will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conversation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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Supplier certifies under penalty of perjury that its responsible to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**Pursuant to Federal Ruling, when federal funds are expended by participating agencies, the Supplier hereby certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, Supplier certifies compliance will all provisions, laws, acts, regulations as specifically noted above. The Supplier agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable.**

Business Name Midwest Groundcover Express Blower Service, LLC **Authorized Signature** *Justin Crandall*

Full Name Justin Crandall Title Owner

# Subcontractor Utilization Form

**Instructions:** List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: Playground Systems, Recreational Products & Installation Services  
Solicitation Number: RFP 24.8  
Supplier Name: Midwest Groundcover Express Blower Service, LLC

If a subcontractor will not be used, check this box:

Company Name: E3 Services  
Street Address: 2806 Paradise Ct SW  
City, State, Zip: Rochester, MN 55902  
Telephone: 507-696-0170  
Primary Contact: Mark McLaughlin  
Email Address of Contact: e3servicesmobile@gmail.com  
Services to be provided: CPSI Inspections & Equipment Repairs & Replacements

Company Name: The Mulch Factory  
Street Address: 961 80th Ave  
City, State, Zip: Roberts, WI 54023  
Telephone: 612-396-7011  
Primary Contact: Doug Matejcek  
Email Address of Contact: Mulchfactory@yahoo.com  
Services to be provided: EFW & Mulch Supplier

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Email Address of Contact: \_\_\_\_\_  
Services to be provided: \_\_\_\_\_



## IPEMA ASTM F3351-19E1 CERTIFICATE OF COMPLIANCE

**ISSUE DATE: February 20, 2024**  
**Requested By: Midwest Groundcover**  
**Project: 2024 Season**

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD American uses this test method to determine the shock absorption properties of a playground surface at a specific impact height in order to evaluate a particular playground surfacing system using the g-max and HIC values described in Specification F1292.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F-3351-19e1.

TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F3351-19e1 has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
ctppcc	CTP Play Certified Chips		12" / 16'	Carlson Timber Products, Inc.



## IPEMA ASTM F1292-22 CERTIFICATE OF COMPLIANCE

**ISSUE DATE: February 20, 2024**  
**Requested By: Midwest Groundcover**  
**Project: 2024 Season**

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD American validates a manufacturer's certification of conformance to ASTM F-1292-22 Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of a Playground.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F1292-22.

TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F1292-22 has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
ctppcc	CTP Play Certified Chips		12" / 16'	Carlson Timber Products, Inc.





## IPEMA ASTM F2075-20 CERTIFICATE OF COMPLIANCE

**ISSUE DATE:** February 20, 2024  
**Requested By:** Midwest Groundcover  
**Project:** 2024 Season

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F2075-20 Standard Specification For Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of ASTM F2075-20.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
ctppcc	CTP Play Certified Chips		12" / 16'	Carlson Timber Products, Inc.





## Cooperative Purchasing Connection

### Tabulation Report RFP #24.8 - Playground Systems, Recreational Products & Installation Services

#### Vendor: SafetyFirst Playground Surfacing, LLC

**General Comments:** SafetyFirst looks forward to continuing our partnership with CPC over the next four years. We appreciate your consideration of our bid.

**General Attachments:** Catalog\_SFP\_2024.pdf  
Contractor Certificate\_0003080316.pdf  
EWF Zone Map.pdf  
Insurance\_Cert\_SafetyFirstPlayground.pdf  
Ipema Certs.pdf  
Nature'sPlus Spec (2).pdf  
Part 3 RFP 24.8 - Vendor Questionnaire\_SafetyFirstPlaygroundMaintenance.pdf  
Part 5 RFP 24.8 - CategoryDiscount\_SafetyFirstPlaygroundMaintenance.pdf  
Part 5 RFP 24.8 - Pricing Schedule\_01.xlsx  
Part 5 RFP 24.8 - Pricing Schedule\_SafetyFirstPlaygroundMaintenance.pdf  
Part 5 RFP 24.8 - ServicesList\_SafetyFirstPlaygroundMaintenance.pdf  
Product List SafetyFirst Playgrounds\_01.pdf  
SF 21-03-02 CPC 4x9 Services Card Update (1).pdf  
Vendor Forms and Signatures - SafetyFirst Playground Maintenance.pdf

## Vendor Questionnaire

### RFP #24.8 – Playground Systems, Recreational Equipment & Installation Services

#### **Instructions**

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Vendor Questionnaire – Name of Company***”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

**The following sections will need to be completed prior to submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:**

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Warranty](#)
6. [Industry-Specific Information](#)
7. [References](#)
8. [Additional Requirements\\*](#)

## Company Information

**Name of Company:** SafetyFirst Playground Maintenance

**Company Address:** 31095 Baugh St. NW

**City, State, Zip code:** Princeton, MN 55371

**Website:** <https://safetyfirstplayground.com/>

**Phone:** 507-829-7136

**Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).**

	Name	Email	Phone
General Manager	Charles Bot	<a href="mailto:Chuck.bot@safetyfirstplayground.com">Chuck.bot@safetyfirstplayground.com</a>	507-829-7136
Contract Manager			
Sales Manager			
Marketing Manager			
Customer Service Manager	Allison Jones	<a href="mailto:Allison.Jones@safetyfirstplayground.com">Allison.Jones@safetyfirstplayground.com</a>	218-537-1659
Account Manager(s)			

**Who will be responsible for receiving updated membership lists? Include name, email and phone number(s).**

Name	Email	Phone
Allison Jones	<a href="mailto:Allison.Jones@safetyfirstplayground.com">Allison.Jones@safetyfirstplayground.com</a>	218-537-1659

**Who will be responsible for submitting sales reports and administrative fee payments on a quarterly basis? Include name, email and phone number(s).**

Name	Email	Phone
Allison Jones	<a href="mailto:Allison.Jones@safetyfirstplayground.com">Allison.Jones@safetyfirstplayground.com</a>	218-537-1659

**Who will be responsible for conducting audits as requested by CPC? Include name, email and phone number(s).**

Name	Email	Phone
Charles Bot	<a href="mailto:Chuck.bot@safetyfirstplayground.com">Chuck.bot@safetyfirstplayground.com</a>	507-829-7136

**Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status.**

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

## Qualifications & Experience

### 1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

SafetyFirst Playground Maintenance is a family owned company founded by Bob Clarin in 2011 and currently operated by his son in law, Charles Bot. Since 2011, our operation has been providing communities with safer, more enjoyable playgrounds throughout the Midwest. SafetyFirst offers a wide range of services including developing, implementing, and auditing a comprehensive playground safety program, helping you maintain a safe and beautiful playground for years to come. SafetyFirst is able to expand your existing playground, install new equipment and renew or relocate your existing equipment. SafetyFirst Playground Maintenance is a business member of the Minnesota Association of School Maintenance Supervisors and the Minnesota Recreation and Parks Association

### 2. Provide evidence of what your organization is doing to remain viable in the industry.

Since our founding in 2011 SafetyFirst has grown from a company providing engineered wood fiber and installation-only, to a comprehensive playground maintenance company servicing communities throughout Minnesota and North Dakota. We continue to grow and adapt to our customer's needs adding new products and services as the industry changes. This includes the addition of ImpactMats, poured in place, concrete borders and relocation services over the past 13 years. Our success is based on our reputation and ability to provide exceptional customer service and responsiveness repeatably, time after time.

### 3. Describe your customer retention (i.e. customers who are served that continue to be repeat customers).

Customers who utilize SafetyFirst's services continue to do so year after year. Unlike many in the playground industry who may install one playground for a community every 10-15 years, we service our customers each year, providing surfacing, repair/maintenance, and inspection services to them. This means, each year, we must provide service that our customers choose to utilize year after year. Of our 24 public school customers in 2012, 19 have purchased a product or service from us in the past two years. Our very first customer, White Bear Lake Public Schools has used our company every year since our founding in 2011. In 2023 alone we provided services to 93 school districts throughout North Dakota and Minnesota.

### 4. Describe the number of agencies your organization, on average, provides a playground and recreational products for each year in CPC's tri-state area of Minnesota, North Dakota and South Dakota?

SafetyFirst has provided playground surfacing or maintenance services to 235 different clients/organizations in 2023 alone. This includes small school districts with only one playground, to very large organizations with more than 40 playgrounds. In addition, we ship many truckloads of playground surfacing to wholesale accounts throughout the upper Midwest annually.

### 5. Is your organization able to service all areas within CPC's tri-state area?

Yes                       No

**If NO, explain why your organization is not able to service a particular area and/or state.**

Click or tap here to enter text.

### 6. List the other contracts you have in place that could be accessed by our membership for your products (e.g. other consortiums) in the tri-state area?

None

### 7. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

None

### 8. Describe any unique features that set your company apart from others in the industry and would be specific to CPC and its participating agencies when purchasing through your company.

Safetyfirst provides playground maintenance services to school districts and cities that other organizations will not provide. Most playground companies in the tri-state area focus on selling new equipment. They will claim to offer maintenance and service-after-the-sale, but few will deliver on those promises. Our business exists by filling this niche and solving problems so many school districts and cities experience every year. We will come in and fix their playground nomatter how old or neglected. We are able to order replacement parts from all of the major playground manufacturers because we do not directly compete with them by selling new equipment.

**9. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).**

None

**10. An agency is looking to purchase a new playground system; however, they don't have all of the funds to make the purchase. Does your company offer any assistance with fundraising? If so, please describe what assistance you provide and any associated costs a member might incur for those services.**

As the focus of our business is not on procuring new equipment, but maintaining existing equipment, we do not generally provide assistance with fundraising or procurement grants. We are able to point an owner in the direction of grants that we are already aware of, but do not have much experience with this. We do have extensive experience prioritizing repairs and maintenance on playgrounds based on budgets available to the owner.

**11. Describe any "added value" attributes being offered to participating agencies when purchasing services and products through your company. Describe any "value-adds" that are exclusive to the potential contract.**

SafetyFirst is the only source for 100% clean, debarked tamarack EWF. This means that our product is naturally decay and mold resistant. Our wood fiber is the highest quality and longest lasting EWF in the playground market. Safetyfirst also provides free maintenance estimates to many school districts in Minnesota. This is an added value to many of the schools that they cannot procure elsewhere.

## Marketing & Partnership

**1. Describe how your company markets directly to potential customers.**

Our primary method of marking includes participating in tradeshow, learning seminars, and membership in different organizations. Approximately 80% of our current business is with public school districts and our primary means of marketing to those schools is by providing educational sessions to facilities professionals through the Minnesota Educational Facility Management Professionals (MASMS) organization. We also attend tradeshow in Minnesota, North Dakota and South Dakota and are active on LinkedIn, Facebook and Instagram, regularly sharing articles relevant to owners of public playgrounds. Finally, we receive many referrals each year through companies who provide playground inspections and have customers in need of the services we provide.

**2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.**

SafetyFirst publishes updated marketing materials each year to distribute to our customer base. We distribute via both trade shows and traditional mailing campaigns. We also maintain a website and will include information regarding the contract on the home page. Because we are not a manufacturer's representative, our marketing collateral is very flexible and would be open to input by those who award the contract.

**3. Describe your organization's ability to participate in conference tradeshow and how you will position the contract at those tradeshow. List all, conference tradeshow that your organization has attended in the last three (3) years.**

Minnesota: MASMS Annual Conference, MASMS Custodial Days (all regions), Minnesota Association of Elementary School Principals Annual Conference

North Dakota: ND School Boards Annual Conference, NDCEL Fall Conference, NDASA Midwinter Conference, NDAESP Midwinter Conference South Dakota: SD School Boards Annual Conference

**4. Describe how your company will position this contract to potential and existing participating agencies if awarded.**

SafetyFirst will continue to participate in organizations and tradeshow which have already brought us success. We will promote this contract with display on our booth, marketing materials, and website. Additionally, we will inform our existing customers of the ability to purchase through the contract without needing to go through the bid process or procure a competitive quote. SafetyFirst has a number of customers that use our services annually, who are limited in their ability to complete necessary playground repairs and maintenance due to their inability to find another vendor who will provide them with a competitive quote for the same services we provide.

**5. Describe how you plan to inform and train your personnel on the details and promotion of the contract.**

SafetyFirst will have three of our staff participate in the vendor orientation (CPC 101), this will include Charles Bot(President), Allison Jones (Office Manager) and Donna Clarin (Accounts Receivable Clerk). Our project managers, foremen and drivers will be made aware of our award of the contract and continue to direct all questions/sales to Marissa Bauer.

## Financials & Level of Support

**1. Describe how your organization works with agencies to determine payment terms.**

Our standard terms for public organizations are Net 15, when necessary some organizations request Net 30 or Net 35 terms, which we usually accommodate.

**2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card?**

We do accept procurement cards. We do assess a fee of 3% for their use.

**3. Describe your proposed order process for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.**

When a customer informs SafetyFirst of a need, we enter the request into our CRM. Those who plan to utilize the CPC contract will have a specific queue which will enable priority placement for quotes. From there we will address all items in the request, make a site visit if necessary and send an itemized quote back to the customer within seven days. Each quote will note discounted pricing obtained through the CPC. If the customer chooses to accept the quote, we request that sign and return the quote or send a purchase order number. Any manufacturer specific playground parts will need to be procured directly through the manufacturer’s local rep, a process which SafetyFirst will help facilitate for the customer. SafetyFirst cannot guarantee turnaround times for quotes from local reps but will do our best to provide any information needed to speed the process up.

**4. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.**

SafetyFirst will review our invoices monthly to ensure that all invoices are categorized correctly and those that are in contract with the CPC, ensure the appropriate discounts have been applied to the invoice.

**5. Indicate the level of support your company will offer on this contract category.**

- Pricing is the same as offered to individual education, government, and nonprofit agencies.
- Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.
- Pricing is better than what is offered to individual education, government, and nonprofit agencies.
- Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.
- Other, please describe

**If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:**

Click or tap here to enter text.

**6. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?**

Yes  No

**If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.**

Click or tap here to enter text.

**7. Has your company been disbarred and or suspended in doing business within the United States?**

Yes  No

**If YES, list what states, the reason for debarment and/or suspension and its effective dates.**

Click or tap here to enter text.

## Warranty

**1. Describe your warranty program, including any conditions and requirements to qualify claims procedure and overall structure.**

SafetyFirst will return and address issues on projects within one year at no charge. We warranty the workmanship of our installations and repairs for one year, this does not include the parts procured through the playground equipment manufacturer as those are covered directly by the company manufacturing the equipment. Any products manufactured or supplied by SafetyFirst will be warrantied for one year. Our warranty does not cover vandalism, natural disaster or the workmanship of others.

**2. Do all warranties cover all products/equipment parts and labor?**

Yes  No

**If NO, describe the exceptions to coverage.**

Our warranty will cover all products and services provided by SafetyFirst but will not cover the products procured directly from the playground manufacturer (we do however warranty our installation of those products).

**3. Do warranties impose usage limit restrictions?**

Yes  No

**If YES, describe the restrictions.**

Warranties assume playground equipment is being utilized by age appropriate individuals as signage indicates on playground.

**4. Do warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**

Yes  No

**If NO, describe why travel and mileage are not covered.**

Click or tap here to enter text.

**5. List any additional limitations or circumstances that would not be covered under your warranty?**

N/A

**6. List any geographic areas within CPC's tri-state area for which your organization cannot provide a certified technician to perform warranty repairs. How will CPC participating agencies in these areas be provided service for warranty repair?**

## Industry Specific Information

### **12. Provide a general narrative description of the products and services you are offering in your proposal.**

SafetyFirst Playground Maintenance provides comprehensive playground repair, maintenance and installation services. For new playgrounds SafetyFirst can install equipment purchased from another vendor, provide site prep and restoration, playground containment solutions, borders, drainage solutions and loose fill or solid surfacing. For existing playgrounds, SafetyFirst can help procure and install replacement parts as needed, top off loose fill surfacing, remove and replace deteriorated or undesirable surfacing, add ADA accesses to specific events, expand containment areas to allow for the addition of playground equipment. We also tighten and replace hardware as needed throughout a playground, replace chains, swing seats and hangers, install ImpactMats in high traffic areas, and manufacture custom mats for unique events. For organizations wishing to install surfacing on their own, SafetyFirst can ship surfacing and other materials directly to them.

Other unique applications of our services include playgrounds in need of relocation- we are able to complete relocations of almost any playground equipment on convenient timelines for the owner. At the time of relocation our team will address any other needs of the playground, including repairs, drainage and ADA accessibility.

Last, SafetyFirst can provide annual assessments of playground needs. During this assessment a member of our team will visit each playground site and assess needs for repairs and maintenance on playground equipment. From there, we will provide the owner with an itemized quote for repairs and maintenance needed. This service can be completed annually, biannual quarterly. This service does not replace annual playground audits (inspections) which we recommend procuring through an independent third party.

### **13. Provide a general narrative description of your pricing model and identify how the model works.**

Our pricing model for engineered wood fiber surfacing is calculated using a flat rate per zone. We utilize seven different zones: 5 for Minnesota, 1 for all of North Dakota, and 1 for all of South Dakota (see attachment). Pricing is based on full truck load quantities (140 Cubic Yards). Less than truckload quantities will be combined with other loads or charged mileage at \$5.25 / mile for anything greater than 90 miles from Princeton, MN. Standard pricing is:

Zone 1: \$26.75 / cubic yard

Zone 2: \$27.50 / cubic yard

Zone 3: \$30.99 / cubic yard

Zone 4: \$33.75 / cubic yard

Zone 5: \$38.25 / cubic yard

South Dakota: \$44.00 / cubic yard

North Dakota: \$42.00 / cubic yard

CPC pricing will be 10% off above standard pricing.

### **14. Describe where your company's distribution hubs are located. Describe the service and fill rate of inventory from those locations.**

SafetyFirst Playground Maintenance is based out of Princeton, MN. We travel extensively throughout Minnesota, North Dakota and South Dakota.

### **15. Describe any design and build services that you offer.**

As SafetyFirst does not provide playground equipment sales as one of our services we do not offer design/build services for playground equipment. We do provide design services if required for playground containment areas. This can include plans for drainage systems, poured in place, engineered wood fiber and borders

### **16. Describe any quality assurance plans that installation teams follow to ensure all safety standards are met.**

SafetyFirst completes checklists for installation when provided by the playground equipment manufacturer. Each project is managed by a Certified Playground Safety Inspector, who verifies that products have been installed correctly upon completion. If requested, an inspection by an independent third party can be arranged, fees do apply.

**17. Describe any and all certifications that your company, its employees or subcontractors possess. Describe if your company provides access to certified playground inspectors.**

SafetyFirst employs three Certified Playground Safety Inspectors and has each project reviewed by one of our in house CPSI prior to handoff. One of our CPSI holds a Recreation Installation Specialist Certification (RISC). SafetyFirst Playground Maintenance is a National Playground Contractor's Association Qualified Contractor and we are manufacturer certified installers for Landscape Structures and BCI Burke.

Our playground safety surfacing, Nature'sPlus is IPEMA Certified and compliant with ASTM 1292 to fall heights of 18'.

**18. Describe any minimum order requirements and surcharges that may be assessed for a project.**

Our minimum requirement for poured in place repair is \$900, minimum shipment of engineered wood fiber is 40 cubic yards.

**19. Describe your company's delivery lead time on orders placed by participating agencies.**

Generally, engineered wood fiber can be delivered within seven days of order. Installation and maintenance service delivery lead times depend on the lead time of the equipment being procured. Our goal is to install repair parts within two weeks of delivery. For emergencies, SafetyFirst will respond in as little as 24 hours- orders are accepted and emails/phones are answered seven days per week.

**20. Describe in detail your proposed exchange and return program(s) and policy(s).**

Our program is simple, if a customer does not receive what they ordered or finds defect in our workmanship/products we will return and make it right. If not, they will not be billed.

## Scenarios

**1. An agency purchased a playground system from your company that included a flexible climber. After a few years of use, wear, and tear, the protective coating has worn off and the metal chain material within the coating is showing signs of corrosion as it continues to be used. Please describe the process your company would take with a member agency calling in asking for support and/or replacement of the rope structure.**

In our situation, it is unlikely that the customer purchased the rope climber from us as we do not typically sell playground equipment. That being said, we get calls similar to this frequently. Our first action would be to enter the request into our CRM, while on the phone with the customer we try to gather as much information as possible, including the date of installation, the manufacturer, the sales representative and any other information relevant to the request. From there, we will contact the manufacturer's rep directly for the customer and inquire about warranty. Depending on the response from the manufacturer regarding the warranty, we would look into solutions for the customer to determine the most cost effective. This may include, replacing the chain climber or in some cases, making a repair to the chain itself. We would then send the customer a quote for the most cost effective solution that provides the most complete resolution of the issue. When an estimated delivery date is available we will schedule installation. If the warranty covers the product, SafetyFirst will bill the manufacturer's rep directly. If the item is not covered under the warranty, SafetyFirst will bill the owner directly.

**2. An agency is looking to replace two play structures that have shown wear and tear throughout its life. The agency is working with your company to replace the structure; however, the new structure has increased the height of the structure by 2 feet (total of 10 feet high). Please describe the process your company would take with the member agency to verify that the surface material still meets the impact of attenuation standards for the structure height.**

Typically, at the time of structure replacement, we recommend replacing the playground surfacing as well. Frequently, owners are told that they can save money by reusing the existing surfacing, however this is not a best practice from a safety perspective. I would recommend that new surfacing be installed, and procure one with an

ASTM 1292 fall height of >10'. I would also ensure that the appropriate depths are available to allow for the manufacturer's recommended depth of the surfacing without compromising compliance of the structure's height in reference to the surfacing. Our product, Nature'sPlus, is compliant to 18 feet with 12 inches of compacted surfacing.

## Exceptions & Deviations

**1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.**

N/A

**2. List any exceptions your company is requesting to the terms set forth in the Technical Specifications.**

**Respondents must include the following when requesting exceptions:**

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- Proposed alternative to meet the needs of participating agencies and the cooperative

N/A

## References

**Provide three (3) references that have purchased products and/or services that are applicable to the scope of this proposal. A contact name, phone number and email will be required.**

**Provide a reference for a project where service and replacement products were provided.**

<b>Reference #1 – Business Name</b>	White Bear Lake ISD624
<b>Product/Service Purchased</b>	Equipment replacement – multiple schools
<b>Year of Purchase</b>	2023
<b>Reference Contact</b>	Kevin Fernandez
<b>Phone</b>	651-407-7636
<b>Email</b>	Kevin.fernandez@isd624.org

**Provide a reference for a project that totaled above \$200,000.**

<b>Reference #2 – Business Name</b>	Sherburne County
<b>Product/Service Purchased</b>	Gram's Park Nature Play and Pavilion
<b>Year of Purchase</b>	2023
<b>Reference Contact</b>	Gina Hugo
<b>Phone</b>	(763) 765 – 3308
<b>Email</b>	Gina.Hugo@co.sherburne.mn.us

**Provide a reference for a project where the playground was customized and designed to the client's needs and wants.**

<b>Reference #3 – Business Name</b>	Staples/Motley ISD
<b>Product/Service Purchased</b>	Indoor Playground Relocation
<b>Year of Purchase</b>	2023
<b>Reference Contact</b>	LeRoy Peterson
<b>Phone</b>	(218) 296-2365
<b>Email</b>	lrpeterson@isd2170.k12.mn.us



## Vendor Forms & Signatures

### RFP #24.8 – Playground Systems, Recreational Products & Installation Services

#### **Instructions**

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***Vendor Forms & Signatures – Name of Company***".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

**The following sections will need to be completed prior to submission:**

1. [Contract Offer & Award](#)
2. [Uniform Guidance "EDGAR" Certification Form](#)
3. [Subcontractor Utilization Form](#)

# Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

## Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

Business Name	<u>Safety First Playgrounds</u>	Date	<u>2/28/2024</u>
Address	<u>31095 Baugh St. NW</u>	City, State, Zip	<u>Princeton, MN 55371</u>
Contact Person	<u>Charles Bot</u>	Title	<u>President</u>
Authorized Signature		Title	<u>President</u>
Email	<u>chuck.bot@safetyfirstplayground.com</u>	Phone	<u>507-829-7136</u>

## Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Agency	_____	Authorized Signature	_____
Name	_____	Title	_____
Awarded this	_____ day of _____	Contract #	_____
Contract/Agreement to Commence	_____		

## EDGAR Certification Form

2 CFR Part 200

### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS - APPENDIX II TO 2 CFR 200

The following provisions are required and apply when federal funds are expended by participating agencies for any contract resulting from this procurement process.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

#### (A) Supplier Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Supplier default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any contract award will be subject to such provisions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

#### (B) Termination for Cause and for Convenience

Pursuant to Federal Rule (B) above when federal funds are expended by participating agencies, the participating agency reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Supplier, in the event the Supplier fails to" (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The participating agency reserves the right to terminate the contract immediately, with written notice to Supplier, for convenience, if the participating agency believes, in its sole discretion that it is in the best interest of the participating agency to do so. The Supplier will be compensated for work performed and accepted and goods accepted by the participating agency as of the termination date if the contract is terminated for convenience of the participating agency. Any award made under this procurement process is not exclusive and the participating agency reserves the right to purchase goods and services from other Suppliers when it is in the best interest of the participating agency.

#### (C) Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### (D) Davis Bacon Act

When required by Federal program legislation, Supplier agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Supplier shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Supplier is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determination made by the Secretary of Labor. In addition, the Supplier shall pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by

the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Supplier must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### **(E) Contract Work Hours and Safety Standards Act**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **(F) Right to Inventions Made Under a Contract or Agreement**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **(G) Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **(H) Debarment and Suspension (Executive Order 12549 and 12689)**

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Suppliers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by participating agencies, the Supplier certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, the Supplier certifies that it is compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be include in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriated tiers and that all subrecipients shall certify and disclose accordingly.

#### **(J) Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

A participating agency is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**(L) Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purpose of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Supplier agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier agrees that the total price, including profit, charged by the Supplier to the participating agency shall not exceed the awarded pricing.

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS - 2 CFR § 200.333**

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Supplier further certified that Supplier will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

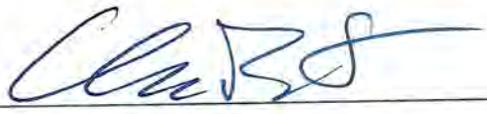
**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conversation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Supplier certifies under penalty of perjury that its responsible to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**Pursuant to Federal Ruling, when federal funds are expended by participating agencies, the Supplier hereby certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, Supplier certifies compliance will all provisions, laws, acts, regulations as specifically noted above. The Supplier agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable.**

Business Name Safety First Playground Authorized Signature 

Full Name Charles Bot Title President

# Subcontractor Utilization Form

**Instructions:** List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: \_\_\_\_\_  
Solicitation Number: \_\_\_\_\_  
Supplier Name: \_\_\_\_\_

If a subcontractor will not be used, check this box:

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Email Address of Contact: \_\_\_\_\_  
Services to be provided: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Email Address of Contact: \_\_\_\_\_  
Services to be provided: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Email Address of Contact: \_\_\_\_\_  
Services to be provided: \_\_\_\_\_

# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 000042822

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **SafetyFirst Specialty Contracting Inc.** whose address is in PRINCETON, MN, has filed in this office proper documents for a Contractor License valid until March 1, 2025, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

**SafetyFirst Specialty Contracting Inc.** is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 23, 2024

A handwritten signature in black ink that reads "Michael Howe".

Michael Howe  
Secretary of State

The North Dakota Secretary of State verifies that:

**SafetyFirst Specialty Contracting Inc.**

is the holder of a North Dakota Class A Contractor License which is in force until March 1, 2025 unless sooner suspended or revoked as provided by NDCC 43-07.

License # 000042822





**IPEMA ASTM F1292-22 CERTIFICATE OF COMPLIANCE**

**ISSUE DATE: June 27, 2023**  
**Requested By: Allison Simonson**  
**Project: IPEMA Certificate**

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD American validates a manufacturer’s certification of conformance to ASTM F-1292-22 Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of a Playground.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F1292-22.

TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F1292-22 has been met or exceeded.

<b>MODEL #</b>	<b>COMMERCIAL NAME OF PRODUCT</b>	<b>PRODUCT LINE MANUFACTURER</b>
1	Nature’sPlus Playground Safety Surfacing	SafetyFirst Playground Maintenance



## IPEMA ASTM F3351-19E1 CERTIFICATE OF COMPLIANCE

**ISSUE DATE: June 27, 2023**

**Requested By: Allison Simonson**

**Project: IPEMA Certificate**

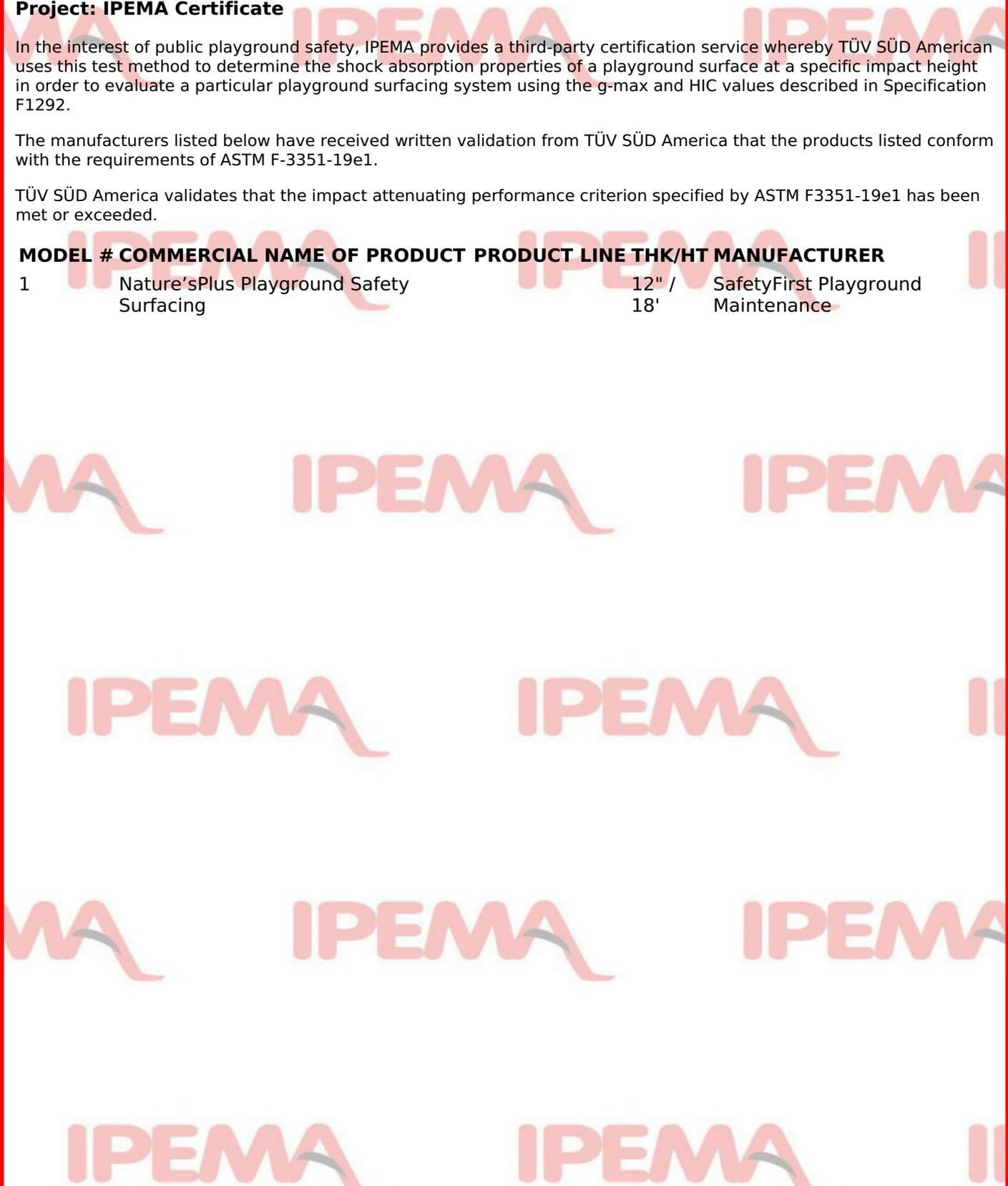
In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD American uses this test method to determine the shock absorption properties of a playground surface at a specific impact height in order to evaluate a particular playground surfacing system using the g-max and HIC values described in Specification F1292.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F-3351-19e1.

TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F3351-19e1 has been met or exceeded.

**MODEL # COMMERCIAL NAME OF PRODUCT PRODUCT LINE THK/HT MANUFACTURER**

1	Nature'sPlus Playground Safety Surfacing	12" / 18'	SafetyFirst Playground Maintenance
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## IPEMA ASTM F2075-20 CERTIFICATE OF COMPLIANCE

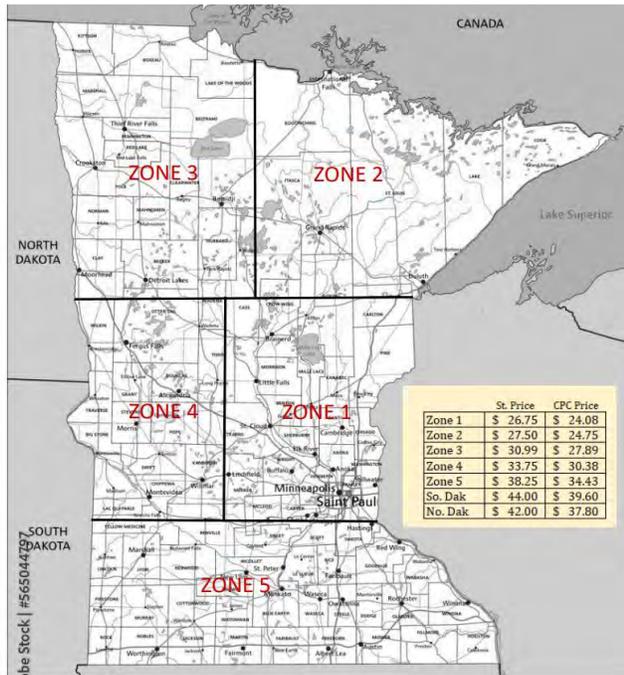
**ISSUE DATE:** June 27, 2023  
**Requested By:** Allison Simonson  
**Project:** IPEMA Certificate

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F2075-20 Standard Specification For Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of ASTM F2075-20.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
1	Nature'sPlus Playground Safety Surfacing		12" / 18'	SafetyFirst Playground Maintenance

Description	Standard Price & Rate	CPC Price & Rates	Notes
Nature'sPlus Playground Safety Surfacing (Tamarack- Engineered Wood Fiber) Full Truck Load (140 CY) ZONE 1	\$26.75 / CY	\$24.08 / CY	No mileage charge
Nature'sPlus Playground Safety Surfacing (Tamarack- Engineered Wood Fiber) Less than Truck Load ZONE 1	\$26.75 / CY	\$24.08 / CY	Mileage charged @5.15/mile, first 90 miles free
Nature'sPlus Playground Safety Surfacing (Tamarack- Engineered Wood Fiber) Full Truck Load (140 CY) ZONE 2	\$27.50 / CY	\$24.75 / CY	No mileage charge
Nature'sPlus Playground Safety Surfacing (Tamarack- Engineered Wood Fiber) Less than Truck Load ZONE 2	\$27.50 / CY	\$24.75 / CY	Mileage charged @5.15/mile, first 90 miles free
Nature'sPlus Playground Safety Surfacing (Tamarack- Engineered Wood Fiber) Full Truck Load (140 CY) ZONE 3	\$30.99 / CY	\$27.89 / CY	No mileage charge
Nature'sPlus Playground Safety Surfacing (Tamarack- Engineered Wood Fiber)Less than Truck Load ZONE 3	\$30.99 / CY	\$27.89 / CY	Mileage charged @5.15/mile, first 90 miles free
Nature'sPlus Playground Safety Surfacing (Tamarack- Engineered Wood Fiber) Full Truck Load (140 CY) ZONE 4	\$33.75 / CY	\$30.38 / CY	No mileage charge
Nature'sPlus Playground Safety Surfacing (Tamarack- Engineered Wood Fiber) Less than Truck Load ZONE 4	\$33.75 / CY	\$30.38 / CY	Mileage charged @5.15/mile, first 90 miles free
Nature'sPlus Playground Safety Surfacing (Tamarack- Engineered Wood Fiber) Full Truck Load (140 CY) ZONE 5	\$38.25 / CY	\$34.43 / CY	No mileage charge
Nature'sPlus Playground Safety Surfacing (Tamarack- Engineered Wood Fiber) Less than Truck Load ZONE 5	\$38.25 / CY	\$34.43 / CY	Mileage charged @5.15/mile, first 90 miles free
Nature'sPlus Playground Safety Surfacing (Tamarack- Engineered Wood Fiber) Full Truck Load (140 CY) ZONE NORTH DAKOTA	\$42.00 / CY	\$37.80 / CY	No mileage charge
Nature'sPlus Playground Safety Surfacing (Tamarack- Engineered Wood Fiber)Less than Truck Load ZONE NORTH DAKOTA	\$42.00 / CY	\$37.80 / CY	Mileage charged @5.15/mile, first 90 miles free
Nature'sPlus Playground Safety Surfacing (Tamarack- Engineered Wood Fiber) Full Truck Load (140 CY) ZONE SOUTH DAKOTA	\$44.00 / CY	\$39.60 / CY	No mileage charge
Nature'sPlus Playground Safety Surfacing (Tamarack- Engineered Wood Fiber) Less than Truck Load SOUTH DAKOTA	\$44.00 / CY	\$39.60 / CY	Mileage charged @5.15/mile, first 90 miles free
ImpactMats, 4' x 6' x 1.5" for swings and slides	\$ 358.26	\$ 322.43	
ImpactMats 6' x 8' x 1.5" for tireswings and single post spinners	\$ 964.82	\$ 868.33	
ImpactMats 10' x 12' x 1.5" for large tire swings and disc swings	\$ 1,613.06	\$ 1,451.75	
ImpactMats Custom Surround for spinners and merry go rounds with diameters between 1' and 4'	\$ 2,106.67	\$ 1,896.00	
ImpactMats Custom Surround for spinners and merry go rounds with diameters greater than 4' and less than 6'	\$ 3,005.23	\$ 2,704.70	
ImpactMats Custom Surround for spinners and merry go rounds with diameters greater than 6' and less than 10'	\$ 3,968.80	\$ 3,571.92	
ImpactMats Custom Surround for spinners and merry go rounds with diameters greater than 10'	\$ 5,492.52	\$ 4,943.27	
Heavy Duty Geotextile Fabric, per roll (3600 SF)	\$ 442.58	\$ 398.32	
Belt style swing seat, seat only	\$ 67.59	\$ 60.83	
Tot style swing seat, seat only	\$ 100.95	\$ 90.85	
Belt style swing seat, includes chains and clevis assembly	\$ 295.00	\$ 265.50	
Tot style swing seat, includes chains and clevis assembly	\$ 306.00	\$ 275.40	
Poured in place rubber surfacing, 8' fall height (minimum charge is \$500), installation included	\$29.50 / SF	\$26.55 / SF	



# SAFETYFIRST

## PLAYGROUND

# YEARLY CATALOG



# Welcome

This is a collection of products and services offered by SafetyFirst Playground.

# Service + Product Content



Safety Surfacing

P4



Custom Mats

P6



Containment Area Services

P8



Maintenance Services

P11

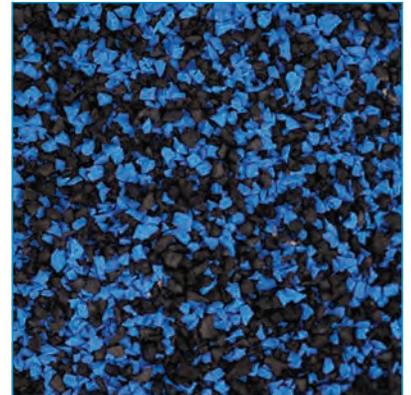




### Nature'sPlus

Uniquely designed and produced by SafetyFirst, Nature'sPlus playground safety surfacing is naturally mold and decay resistant, IPEMA certified, and ADA compliant. It is the best commercial engineered wood fiber ensuring long-lasting safe and clean school, park, and commercial playgrounds.

**QUOTED  
BY ZONE**



### Poured In Place (PIP)

Select from our 5 different colors: red/black, blue/black, green/black, tan/black, and black. Custom colors are available upon request.

**\$29.50**



### GAGA Pit Mat

These mats are interlocking with a textured bottom to create a seamless and durable footing.

**CALL FOR  
QUOTE**

Surfacing Services		Current pricing
<b>NATURE'SPLUS</b>	<b>SF001</b>	Quoted By Zone
<b>NATURE'SPLUS INSTALL</b>	<b>SF002</b>	\$19.25 / CY + mobilization
<b>PIP UNITARY SURFACING</b>	<b>SF003</b>	\$29.50
<b>GAGA PIT MATS</b>	<b>SF004</b>	Call for quote



### GAGA Pit Mat

These mats give a little more bounce and create a more forgiving footing for play.

**CALL FOR  
QUOTE**



# Custom Impact Mats + Surrounds

SafetyFirst mats and surrounds don't move. This protects the surfacing, ensuring it never drops below minimum depth requirements. The slide and swing set safety mats also remove the risk of swampy or potentially hazardous holes. Since surfacing is not being displaced, you or your maintenance team don't need to continually rake the surfacing.

**CALL: Chuck @ 507-829-7136**

# Custom Impact Mats



<b>SF005</b>	<b>\$358.26</b>	<b>SF006</b>	<b>\$2,106.67</b>	<b>SF007</b>	<b>\$5492.52</b>
Swing Mats, 4X6X1.5"		Custom surround for spinners and Merry Go Rounds with diameters between 1' and 4'		Custom surround for spinners and Merry Go rounds With Diameters Greater Than 6' and Less Than 10'	
<b>SF008</b>	<b>\$964.82</b>	<b>SF009</b>	<b>\$3,005.23</b>		
Tire Swing Mat / single Post Spinner Mat 6x8x1.5"		Custom surround for spinners and Merry Go Rounds with diameters greater than 4' and less than 6'			
<b>SF0010</b>	<b>\$1613.06</b>	<b>SF0011</b>	<b>\$3,968.80</b>		
10x12x1.5" Mat for Large Tire Swings /Disc Swings		Custom surround for spinners and merry go rounds with diameters greater than 10'			



# Containment Area Services

We can create or repair a containment area around your playground. Containment areas can be created from concrete, wood timbers or plastic borders. Borders will help keep your surfacing material in the area in which you intend.

# Containment Area Services

Name	Product code	
<b>REMOVAL OF SPENT SURFACING (INCLUDES DISPOSAL)</b>	SF0012	Starting at \$38.41/CY
<b>AGGREGATE FOR PIP</b>	SF0013	\$4.75 / SF (\$121.62 / CY)
<b>AGGREGATE FOR FILL</b>	SF0014	Call for Quote
<b>DRAIN TILE</b>	SF0015	\$5.31 / LF
<b>FABRIC LINER</b>	SF0016	\$.47 / SF
<b>WOOD BORDER REMOVAL</b>	SF0017	\$6 / LF
<b>WOOD TIMBER BORDER</b>	SF0018	\$20.77 (single) \$28.77 (double)
<b>PEA GRAVEL REMOVAL</b>	SF0019	\$3 / sq. foot
<b>CONCRETE BORDER 4" X 12"</b>	SF0020	\$47.50

# Containment Area Services

Name	Product code	Price
<b>VERTICAL CONCRETE BORDER (6 X 12) VERTICAL</b>	SF0021	\$54.20 / LF
<b>EWf RAKING</b>	SF0022	.18/ SF
<b>EXCAVATE TO 16" PLAY DEPTH</b>	SF0024	\$43.53/ CY
<b>EXCAVATION AND REMOVAL OF ASPHALT AND SUBBASE</b>	SF0025	\$5.20 / SF
<b>PLASTIC 12" BORDER</b>	SF0026	28.25 / LF



# Maintenance SERVICES

School and park playgrounds endure a lot of things, from high-traffic play to harsh weather conditions, which cause normal wear and tear to the playground equipment and surfacing. To keep playgrounds looking beautiful in the community and safe for children and students, they require ongoing playground maintenance and repairs.

# Maintenance Services

Maintenance Services	Product code	Price
REPLACE SWING CHAIN & CLEVIS ONLY	SF0026	\$150.00
TIRE SWING BOOT	SF0027	\$425.00
TIRE SWING SWIVEL	SF0028	\$975.00
TIRE SWING ASSEMBLY (HANGER, SWIVEL, BOOT, CHAINS, TIRE SEAT)	SF0029	\$1,925.00
TIRE SWING ASSEMBLY (HANGER, SWIVEL, BOOT, CHAINS)	SF0030	\$1,350.00
TIRE SWING - SEAT ONLY	SF0031	\$575.00
BELT SEAT - SEAT ONLY	SF0032	\$67.59
TOT SWING - SEAT ONLY	SF0033	\$108.29
SWING ASSEMBLY	SF0034	\$325.00
TOT SWING ASSEMBLY	SF0035	\$345.00
CRAWL TUBE REPLACEMENT	SF0036	\$1000 - \$1650

# Maintenance Services

INSTALL OF ADA SWING (INCLUDES EQUIPMENT)	SF0037	\$2,375.00
INSTALLATION OF TUBE SLIDE (LABOR ONLY)	SF0038	\$1600-3400
REPLACE SPIRAL SLIDE	SF0039	\$4000 - \$5800
REPLACE STRAIGHT SLIDE	SF0040	\$1100 - \$2900
INSTALLATION OF NEW SLIDE HOOD (LABOR ONLY)	SF0041	\$952.00
HEX DECK REMOVE AND REPLACE (NOT INC.PARTS)	SF0042	\$1,195.00
TRIANGLE DECK REMOVE AND REPLACE (NOT INC. PARTS)	SF0043	\$1,100.00
RECTANGULAR DECK REMOVE AND REPLACE (NOT INC.PARTS)	SF0044	\$1,000.00
SMALL SQUARE DECK REMOVE AND REPLACE (NOT INC.PARTS)	SF0045	\$500.00
INSTALLATION OF ADA RAMP (REMOVE BORDER INSERT RAMP 3 HOURS)	SF0046	\$900.00
INSTALLATION OF SPIRAL SLIDE (LABOR ONLY)	SF0047	\$4000 - \$5800

# Maintenance Services

REPLACEMENT OF STRAIGHT SLIDE (LABOR ONLY)	SF0048	\$1100 - \$2900
REMOVAL OF SLIDE REPLACE WITH BARRIER	SF0049	\$3,000.00
REMOVE AND REPLACE ADA ACCESS STEPS (3 POST)	SF0050	\$1,550.00
REPLACE STAIR SECTIONS	SF0051	\$1,125.00
LOWER MONKEY BAR DECK INSTALL	SF0052	\$1,245.00
6' GALVANIZED CHAIN LINK FENCE W/ 2 GATES	SF0053	\$91.20 / LF
4' GALVANIZED CHAIN LINK FENCE W/ 2 GATES	SF0054	\$84 / LF
REPLACE FUN WHEEL BUSHING	SF0055	\$575.00
DUMPSTER	SF0056	\$1140 / day

COOPERATIVE  
*Purchasing*  
CONNECTION



# Nature's Plus

PLAYGROUND SAFETY SURFACING

[SAFETYFIRSTPLAYGROUND.COM](http://SAFETYFIRSTPLAYGROUND.COM)

# CPC PLAYGROUND SURFACING SALE

**Nature'sPlus**, the only locally made, 100% tamarack playground safety surfacing. Naturally resistant to mold and decay.

- Made from Local, Fast-Growing Tamarack Trees
- Clean, High-Quality Safety Surfacing
- Soft & Fun for Kids to Play On
- Sustainably Harvested
- Naturally Resistant to Mold & Decay
- IPEMA Certified
- ADA Compliant
- Made in the USA

**ORDER ONLINE AT**

[www.SAFETYFIRSTPLAYGROUND.COM/CPC](http://www.SAFETYFIRSTPLAYGROUND.COM/CPC)

or by phone at 763-389-2076

[marissa.bauer@safetyfirstplayground.com](mailto:marissa.bauer@safetyfirstplayground.com)



31095 Baugh Street NW  
Princeton, MN 55371  
[SafetyFirstPlayground.com](http://SafetyFirstPlayground.com)



To verify product certification, visit [www.ipema.org](http://www.ipema.org)

To verify product certification, visit [www.ipema.org](http://www.ipema.org)



# Safety Surfacing

At SafetyFirst Playground Maintenance, we are first and foremost a playground maintenance company. Our playground services help parks, schools, and architects determine the best solution for their playgrounds and budget. Since we are not manufacturing representatives, we focus on creating the best playground plan for your needs, rather than selling equipment.

**CALL: Chuck @ 507-829-7136**

# Nature'sPlus – Playground Safety Surfacing



Nature'sPlus Playground Safety Surfacing is an engineered wood fiber made from 100% debarked tamarack that is chipped and ground to meet specifications required for public playground use in fall zones.

## 100% Tamarack

Naturally resistant to mold and decay

## IPEMA Certified

Meets and exceeds international requirements

## ADA Compliant

Third party test to meet specifications for ASTM 1951



To verify product certification, visit [www.ipema.org](http://www.ipema.org)



To verify product certification, visit [www.ipema.org](http://www.ipema.org)

Nature'sPlus is controlled from harvesting, through processing and to its final destination (your playground) to ensure the freshest, cleanest, safest playground surfacing.

Nature'sPlus is the only single species, 100% tamarack engineered wood fiber available on the market today. This product leverages tamarack's natural properties of decay and mold resistance coupled with a unique processing which removes all bark, twigs and leaves resulting in only live stem wood in the finished product. This final product meets or exceeds the highest standards for public playground use, is IPEMA certified, compliant to fall heights of 18' and third party tested for ADA compliance.

Installation Guideline: Nature'sPlus should be installed at a depth of 12" after compaction to achieve a critical fall height of 18'. Compaction rating should be anticipated at a rate of 25%. Rake Nature'sPlus to obtain a level finish.

To maintain a clean, decay resistant surfacing material, Nature'sPlus should be installed with care to not contaminate the wood fiber with any foreign matter. This should include avoiding mixing the wood fiber with soil or other debris during the install process.

For best results: install Nature'sPlus over 3" of pea gravel, separated by commercial grade 3 mil geotextile fabric and install ImpactMats in high traffic zones under swings, slides and spinners.

**SAFETYFIRST PLAYGROUND MAINTENANCE** PHONE  
31095 Baugh St NW 320.493.1877  
Princeton, MN 55371

**WEB**  
[www.safetyfirstplayground.com](http://www.safetyfirstplayground.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Princeton Insurance Agency 104 So Rum River Dr  Princeton MN 55371		<b>CONTACT NAME:</b> David Haugen <b>PHONE (A/C, No, Ext):</b> (763) 389-3650 <b>FAX (A/C, No):</b> (763) 389-3651 <b>E-MAIL ADDRESS:</b> davidh@princetonins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Auto-Owners Insurance Company	<b>NAIC #</b> 18988
		<b>INSURER B:</b> Owners Insurance Company	32700
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> Safetyfirst Specialty Contracting 31095 Baugh St Nw  Princeton MN 55371-4602			

**COVERAGES**

CERTIFICATE NUMBER: 2023-2024

REVISION NUMBER:

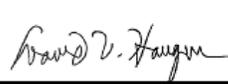
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			08455043	10/01/2023	10/01/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Premises/Operations	\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4926196904	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PIP-Basic	\$ 20,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4926196903	10/01/2023	10/01/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A10655225	10/01/2023	10/01/2024	PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Rented/Leased Equipment			08455043	10/01/2023	10/01/2024	Rented/Leased Equip	100,000
							Deductible \$500	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate holder is listed as an additional insured in regards to the general liability when required by contract.

**CERTIFICATE HOLDER****CANCELLATION**

CPC Attn: Cooperative Purchasing Connection 1001 E. Mount Faith Ave  Fergus Falls MN 56537	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Cooperative Purchasing Connection**  
Tabulation Report RFP #24.8 - Playground Systems,  
Recreational Products & Installation Services  
Vendor: Webber Recreational Design, Inc

**General Comments:** Thank you for the chance to bid this RFP. We welcome the opportunity to work with you and your members

**General Attachments:** Exhibit A - Design #1 - Webber Recreational Design, Inc.pdf  
Exhibit B - Design #2 -Webber Recreational Design, Inc.pdf  
Part 3 Questionnaire Webber Recreational Design, Inc..pdf  
Part 3 Vendor Certifications - Webber Recreational Design, Inc.pdf  
Part 4 Forms and Signatures Webber Recreational Design, Inc.pdf  
Part 5 All Dealer Letters Webber Recreational Design, inc.pdf  
Part 5 Pricing Schedule - Webber Recreational Design, inc.xlsx  
Part 5 Supplier Catalog Links Webber Recreational Design, Inc.pdf  
Part 6 Certificate of Insurance - Webber Recreational Design, Inc.pdf

## Company Information

**Name of Company:** Webber Recreational Design, Inc.

**Company Address:** 1442 Brooke Court

**City, State, Zip code:** Hastings, MN 55033

**Website:** www.webberrec.com

**Phone:** (651) 438-3630

**Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).**

	Name	Email	Phone
<b>General Manager</b>	Jay Webber	<a href="mailto:jwebber@webberrec.com">jwebber@webberrec.com</a>	(612) 581-4704
<b>Contract Manager</b>	Cathy Wait	<a href="mailto:customerservice@webberrec.com">customerservice@webberrec.com</a>	(317) 509-2085
<b>Sales Manager</b>	Nicholas Herman	<a href="mailto:nherman@webberrec.com">nherman@webberrec.com</a>	(612) 581-4754
<b>Marketing Manager</b>	Nicholas Herman	<a href="mailto:nherman@webberrec.com">nherman@webberrec.com</a>	(612) 581-4754
<b>Customer Service Manager</b>	Cathy Wait	<a href="mailto:customerservice@webberrec.com">customerservice@webberrec.com</a>	(317) 509-2085
<b>Account Manager(s)</b>	Cathy Wait	<a href="mailto:customerservice@webberrec.com">customerservice@webberrec.com</a>	(317) 509-2085

**Who will be responsible for receiving updated membership lists? Include name, email and phone number(s).**

Name	Email	Phone
Cathy Wait	<a href="mailto:customerservice@webberrec.com">customerservice@webberrec.com</a>	(651) 438-3630

**Who will be responsible for submitting sales reports and administrative fee payments on a quarterly basis? Include name, email and phone number(s).**

Name	Email	Phone
Cathy Wait	<a href="mailto:customerservice@webberrec.com">customerservice@webberrec.com</a>	(651) 438-3630

**Who will be responsible for conducting audits as requested by CPC? Include name, email and phone number(s).**

Name	Email	Phone
Cathy Wait	<a href="mailto:customerservice@webberrec.com">customerservice@webberrec.com</a>	(651) 438-3630

**Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status.**

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

## Qualifications & Experience

### 1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

At Webber Recreational Design, Inc. we build relationships not just playgrounds and have been since 1995. We are excited to be adding North Dakota and South Dakota to our territory representing Miracle Recreation. We are a one stop shop for schools and municipalities outdoor park and playground needs. We offer a wide range of services including designing, overseeing installations, of play systems, shelters, water features, and site furnishings. Webber Recreational Design represents some of the highest quality park and playground equipment in the industry. Our team has over 35 years of experience in the playground industry,

### 2. Provide evidence of what your organization is doing to remain viable in the industry.

We leverage our main equipment manufacturer, Miracle Recreation, as they are one of the largest playground manufacturers in the country. Miracle Recreation is an industry leader and is celebrating 97 years in business manufacturing commercial grade playground equipment. We also work with industry leaders on what works for our customers and best practices to run efficient business. We work with customers to get input on what they would like to see. We are expanding our agency and are hiring a full-time staff person to support our sales team. We participate in conferences for our field as well as host CEUs for those that need it.

### 3. Describe your customer retention (i.e. customers who are served that continue to be repeat customers).

We have great customer retention. We take the time to get to know our customers and we develop relationships based on our customers' and the community's needs and wants, present and future goals. We have had a working relationships with some of our customers for over 30 years. We are responsive to our customers' needs when an issue occurs with one of our play systems or other equipment we have supplied. Our customers have easy access to each staff member, we give our personal cell phone numbers not an office number where people have to leave a message.

### 4. Describe the number of agencies your organization, on average, provides a playground and recreational products for each year in CPC's tri-state area of Minnesota, North Dakota and South Dakota?

In Minnesota on average about 218 contacts a year. Some are repeat customers through the course of a year.

### 5. Is your organization able to service all areas within CPC's tri-state area?

Yes                       No

If NO, explain why your organization is not able to service a particular area and/or state.

Click or tap here to enter text.

### 6. List the other contracts you have in place that could be accessed by our membership for your products (e.g. other consortiums) in the tri-state area?

Sourcwell and State of Minnesota Playground RFP

### 7. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

Sourcwell, but Webber Recreational Design, Inc. only services Minnesota, South Dakota and North Dakota

### 8. Describe any unique features that set your company apart from others in the industry and would be specific to CPC and its participating agencies when purchasing through your company.

Webber Recreational Design, Inc. has been the representative for Miracle Recreation Equipment in Minnesota for 30 years. Because of our success and reputation in Minnesota, Miracle Recreation has awarded us the sales areas of North and South Dakota. We have a strong list of suppliers that we will be able to offer to our new customers in North and South Dakota.

### 9. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

ISD 11

**10. An agency is looking to purchase a new playground system; however, they don't have all of the funds to make the purchase. Does your company offer any assistance with fundraising? If so, please describe what assistance you provide and any associated costs a member might incur for those services.**

Webber Recreational Design, inc. has access to a national fund-raising organization that works directly with each individual customer / agency. We have the ability to review and give feedback on grants provided by our customers / agencies.

**11. Describe any "added value" attributes being offered to participating agencies when purchasing services and products through your company. Describe any "value-adds" that are exclusive to the potential contract.**

Webber Recreational Design, Inc. has been the representative for Miracle Recreation Equipment in Minnesota for 30 years. Because of our success and reputation in Minnesota Miracle Recreation has awarded us the sales areas of North and South Dakota. We have a strong list of suppliers and provide consultation and design services free of charge. We also have the ability to provide high quality renderings or 3-D flyovers of designs and help guide fundraising. After the project is complete, we can even supply the customer with drone footage of the completed project.

## Marketing & Partnership

**1. Describe how your company markets directly to potential customers.**

Our company markets to potential customers through, emails, direct mailings, virtual catalog, advertising in industry magazines, Trade shows, educational seminars, our website and web-based marketing.

**2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.**

Our trade show interactions have been positive in establishing good working relationships. We will work with the cooperative to produce materials that will be specific to each customer / agency needs highlighting our partnership with CPC.

**3. Describe your organization's ability to participate in conference tradeshows and how you will position the contract at those tradeshows. List all, conference tradeshows that your organization has attended in the last three (3) years.**

We regularly attend several tradeshows and will display CPC materials and discuss the advantages of CPC to conference attendees. We annually attend MSBA, MESPA, MRPA, MASMS, and League of MN Cities for Minnesota. Attending NDPRA, SDPRA and SDML in the Dakotas.

**4. Describe how your company will position this contract to potential and existing participating agencies if awarded.**

We will send sale flyers to all members on the customer list. We will reach out to introduce ourselves particularly in North and South Dakota personally, as we are new to these customers / agencies. We will share information about CPC with our existing customers as another avenue for purchasing play equipment and other park products.

**5. Describe how you plan to inform and train your personnel on the details and promotion of the contract.**

The current team has been very involved in all aspects of this contract as we apply for it. When awarded the contract we will have many staff meetings explaining the contract. CPC requirements will be discussed at all sales meetings updating the staff on current and potential projects. Automatic timelines and checklists will be utilized for contract reporting requirements.

## Financials & Level of Support

**1. Describe how your organization works with agencies to determine payment terms.**

Terms are Net 30.

**2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card?**

No, however, if this is needed we will make it available with an appropriate additional service fee.

**3. Describe your proposed order process for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.**

Our sales people will be trained to ask if the customer is part of the Cooperative Purchasing Connection and if they will be purchasing items or services through the CPC. We will issue the customer an estimate / contract to which they will sign or issue a Purchase Order for (referencing the estimate / contract). Upon receiving the signed estimate or Purchase Order we will then process it with our vendors.

**4. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.**

Webber Recreational Design will verify the contract requirements before initiating an order.

**5. Indicate the level of support your company will offer on this contract category.**

- Pricing is the same as offered to individual education, government, and nonprofit agencies.
- Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.
- Pricing is better than what is offered to individual education, government, and nonprofit agencies.
- Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.
- Other, please describe

**If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:**

Click or tap here to enter text.

**6. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?**

Yes  No

**If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.**

Click or tap here to enter text.

**7. Has your company been disbarred and or suspended in doing business within the United States?**

Yes  No

**If YES, list what states, the reason for debarment and/or suspension and its effective dates.**

Click or tap here to enter text.

## Warranty

**1. Describe your warranty program, including any conditions and requirements to qualify claims procedure and overall structure.**

All warranty information located on each individual manufacture’s website and catalog.

**2. Do all warranties cover all products/equipment parts and labor?**

Yes  No

**If NO, describe the exceptions to coverage.**

Parts are covered by Manufactures Warranties – Labor is not covered by the manufacturer

**3. Do warranties impose usage limit restrictions?**

Yes  No

**If YES, describe the restrictions.**

Click or tap here to enter text.

**4. Do warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**

\_\_\_\_\_ *Yes*                        X   *No*

**If NO, describe why travel and mileage are not covered.**

**Manufacturers warranties are for parts only, mobilization and labor is the responsibility of the customer / agency**

**5. List any additional limitations or circumstances that would not be covered under your warranty?**

None

**6. List any geographic areas within CPC's tri-state area for which your organization cannot provide a certified technician to perform warranty repairs. How will CPC participating agencies in these areas be provided service for warranty repair?**

None

## Industry Specific Information

**12. Provide a general narrative description of the products and services you are offering in your proposal.**

We design, sell, and manage the project, oversee the installation of Playground Equipment, Surfacing, Shades, Shelters, Site Amenities of Recreational Play Equipment and Waterpark Features and Splash Pads. Webber Recreational Design offers free design services for playground equipment. We work with the best installers on each individual contract to get the best pricing and service for our customers.

**13. Provide a general narrative description of your pricing model and identify how the model works.**

CPC Discount for Miracle Playgrounds will be list price minus 20% on orders over \$5,000.00. See attached pricing sheets for other products.

**14. Describe where your company's distribution hubs are located. Describe the service and fill rate of inventory from those locations.**

Manufactures ship directly to the customers / agencies. In the event customers / agencies are not able to take delivery we can provide storage containers on site at an additional fee.

**15. Describe any design and build services that you offer.**

Webber Recreational Design provides at no charge, design services for play equipment and install Services that are capable of completing any design build playground projects.

**16. Describe any quality assurance plans that installation teams follow to ensure all safety standards are met.**

All installations are installed per the manufactures installation manual. Installation is supervised and performed by a Certified Playground Safety Inspector (CPSI) project manager.

**17. Describe any and all certifications that your company, its employees or subcontractors possess. Describe if your company provides access to certified playground inspectors.**

Our installer has his CPSI certification. We refer our customers / agencies t our installer if they need playground inspections.

**18. Describe any minimum order requirements and surcharges that may be assessed for a project.**

Miracle Playground has no minimum order requirement, but orders must be \$5,000 or more to be eligible for the discount. Credit Card orders are subject to credit card fees.

**19. Describe your company's delivery lead time on orders placed by participating agencies.**

Manufacture lead times vary by Manufacturer. Most lead times are currently delivering in 6-8 weeks.

## 20. Describe in detail your proposed exchange and return program(s) and policy(s).

Returns and exchanges are available and are handled on a case by case basis.

## Scenarios

1. An agency purchased a playground system from your company that included a flexible climber. After a few years of use, wear, and tear, the protective coating has worn off and the metal chain material within the coating is showing signs of corrosion as it continues to be used. Please describe the process your company would take with a member agency calling in asking for support and/or replacement of the rope structure.

The customer will call or email about the problem. We reach out within 24 hours and ask for pictures and an explanation of the issue. We then determine if the damage is vandalism, wear and tear or manufacturing issue. We then determine if it's a warranty issue or we need to create a quote for replacement parts. Our warranties cover all manufactured defective parts.

2. An agency is looking to replace two play structures that have shown wear and tear throughout its life. The agency is working with your company to replace the structure; however, the new structure has increased the height of the structure by 2 feet (total of 10 feet high). Please describe the process your company would take with the member agency to verify that the surface material still meets the impact of attenuation standards for the structure height.

We would use the requirement as stated in the ATSM and CPSC. Then do a visual inspection and depth evaluation to determine if impact attenuation standards are met. If the standards are not met we will offer options that will bring it up to the current guidelines and standards.

## Exceptions & Deviations

1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.

NONE

2. List any exceptions your company is requesting to the terms set forth in the Technical Specifications. Respondents must include the following when requesting exceptions:

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- Proposed alternative to meet the needs of participating agencies and the cooperative

NONE

## References

Provide three (3) references that have purchased products and/or services that are applicable to the scope of this proposal. A contact name, phone number and email will be required.

Provide a reference for a project where service and replacement products were provided.

Reference #1 - Business Name	ISD 11 Anoka-Hennepin School District
Product/Service Purchased	Play Equipment/ Parts/ Engineered Wood Fiber/ Shades
Year of Purchase	2018
Reference Contact	Jacob Morgan
Phone	763-506-1206
Email	jacob.morgan@ahschools.us

Provide a reference for a project that totaled above \$200,000.

<b>Reference #2 – Business Name</b>	City of Eagan
<b>Product/Service Purchased</b>	Play Equipment/ Poured In Place Rubber
<b>Year of Purchase</b>	2021
<b>Reference Contact</b>	Jared Flewellen
<b>Phone</b>	651-675-5505
<b>Email</b>	jflewellen@cityofeagan.com

**Provide a reference for a project where the playground was customized and designed to the client's needs and wants.**

<b>Reference #3 – Business Name</b>	City of New Ulm
<b>Product/Service Purchased</b>	Play Equipment/ Engineered Wood Fiber
<b>Year of Purchase</b>	2018
<b>Reference Contact</b>	Cherly Kormann
<b>Phone</b>	507-359-8340
<b>Email</b>	CherylK@newulmmn.gov

## Vendor Questionnaire

### RFP #24.8 – Playground Systems, Recreational Equipment & Installation Services

#### **Instructions**

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Vendor Questionnaire – Name of Company***”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

**The following sections will need to be completed prior to submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:**

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Warranty](#)
6. [Industry-Specific Information](#)
7. [References](#)
8. [Additional Requirements\\*](#)

## Vendor Forms & Signatures

### RFP #24.8 – Playground Systems, Recreational Products & Installation Services

#### Instructions

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "**Vendor Forms & Signatures – Name of Company**".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

**The following sections will need to be completed prior to submission:**

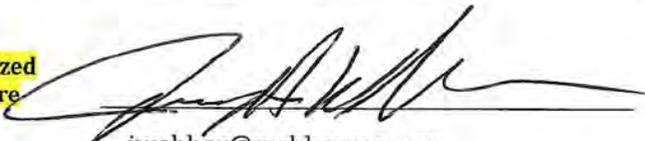
1. [Contract Offer & Award](#)
2. [Uniform Guidance "EDGAR" Certification Form](#)
3. [Subcontractor Utilization Form](#)

## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

<b>Business Name</b>	Webber Recreational Design, Inc.	<b>Date</b>	3-3-24
<b>Address</b>	1442 Brooke Court	<b>City, State, Zip</b>	Hastings, MN 55033
<b>Contact Person</b>	Jay Webber	<b>Title</b>	President
<b>Authorized Signature</b>		<b>Title</b>	President
<b>Email</b>	jwebber@webberrec.com	<b>Phone</b>	651-438-3630

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

<b>Agency</b>	_____	<b>Authorized Signature</b>	_____
<b>Name</b>	_____	<b>Title</b>	_____
<b>Awarded this</b>	_____	<b>day of</b>	_____
		<b>Contract #</b>	_____
<b>Contract/Agreement to Commence</b>	_____		

# EDGAR Certification Form

2 CRF Part 200

## REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS - APPENDIX II TO 2 CFR 200

**The following provisions are required and apply when federal funds are expended by participating agencies for any contract resulting from this procurement process.**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

### **(A) Supplier Violation or Breach of Contract Terms**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Supplier default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any contract award will be subject to such provisions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

### **(B) Termination for Cause and for Convenience**

Pursuant to Federal Rule (B) above when federal funds are expended by participating agencies, the participating agency reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Supplier, in the event the Supplier fails to " (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The participating agency reserves the right to terminate the contract immediately, with written notice to Supplier, for convenience, if the participation agency believes, in its sole discretion that it is in the best interest of the participating agency to do so. The Supplier will be compensated for work perform and accepted and goods accepted by the participating agency as of the termination date if the contract is terminated for convenience of the participating agency. Any award made under this procurement process is not exclusive and the participating agency reserves the right to purchase goods and services from other Suppliers when it is in the best interest of the participating agency.

### **(C) Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

### **(D) Davis Bacon Act**

When required by Federal program legislation, Supplier agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Supplier shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Supplier is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Supplier shall pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by

the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Supplier must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### **(E) Contract Work Hours and Safety Standards Act**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **(F) Right to Inventions Made Under a Contract or Agreement**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **(G) Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **(H) Debarment and Suspension (Executive Order 12549 and 12689)**

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Suppliers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by participating agencies, the Supplier certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, the Supplier certifies that it is compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be include in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriated tiers and that all subrecipients shall certify and disclose accordingly.

#### **(J) Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

A participating agency is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**(L) Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purpose of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Supplier agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier agrees that the total price, including profit, charged by the Supplier to the participating agency shall not exceed the awarded pricing.

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333**

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Supplier further certified that Supplier will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conversation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Supplier certifies under penalty of perjury that its responsible to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**Pursuant to Federal Ruling, when federal funds are expended by participating agencies, the Supplier hereby certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, Supplier certifies compliance will all provisions, laws, acts, regulations as specifically noted above. The Supplier agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable.**

Business Name Webber Recreational Design, Inc.

Authorized Signature



Full Name Jay A Webber

Title President

# Subcontractor Utilization Form

**Instructions:** List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: RFP 24.8 Playground Systems, Recreational Products & Installation Services  
Solicitation Number: RFP 24.8  
Supplier Name: Webber Recreational Design, Inc.

If a subcontractor will not be used, check this box:

Company Name: Playground Rescue LLC  
Street Address: 7551 65th Ave  
City, State, Zip: Princeton, MN 55371  
Telephone: 612-369-3482  
Primary Contact: DanStoltenberg  
Email Address of Contact: rescueyourplayground@gmail.com

Services to be provided: Removal of equipment and/or surfacing, installations of playgrounds, equipment, shelters and shades.

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Email Address of Contact: \_\_\_\_\_  
Services to be provided: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Email Address of Contact: \_\_\_\_\_  
Services to be provided: \_\_\_\_\_

CUSTOMER NUMBER: 2190672

RUN DATE: 08-23-23

SNIEZEK GROUP  
8977 AZTEC DR  
EDEN PRAIRIE, MN 55347-1916

STATE OF MINNESOTA 112 ADMINISTRATION  
BLDG  
50 SHERBURNE AVE  
SAINT PAUL, MN 55155-1402

**CERTIFICATE OF INSURANCE - COMMERCIAL  
ALLSTATE INSURANCE COMPANY - NORTHBROOK, IL**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Description of Operation:

CERTIFICATE HOLDER	NAMED INSURED
Name and Address of Party to Whom this Certificate is Issued	Name and Address of Insured
STATE OF MINNESOTA 112 ADMINISTRATION BLDG 50 SHERBURNE AVE SAINT PAUL, MN 55155-1402	WEBBER RECREATIONAL DESIGN INC 1442 BROOKE CT HASTINGS, MN 55033-3266
	Location Address (if different than above)

This is to certify that policies of insurance listed below have been issued to the insured named above subject to the expiration date indicated below, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

**TYPE OF INSURANCE AND LIMITS**

Policy Number: 648847241	Effective Date: 04-02-2023	Expiration Date: 04-02-2024
COVERAGE SUMMARY		
BUSINESS LIABILITY	AMOUNT	
COMPREHENSIVE LIABILITY	\$ 2,000,000	Per Occurrence
DAMAGE TO PREMISES RENTED TO YOU	\$ 50,000.00	Any One Premises
MEDICAL PAYMENTS	\$ 5,000	Per Person
OTHER THAN PRODUCTS / COMPLETED OPERATIONS AGGREGATE	\$ 4,000,000.00	
PRODUCTS / COMPLETED OPERATION AGGREGATE	\$ 4,000,000.00	
PROPERTY INSURANCE		
POLICY TYPE		
<input checked="" type="checkbox"/> SPECIAL FORM	<input type="checkbox"/> BROAD FORM	<input type="checkbox"/> BASIC FORM
<input type="checkbox"/> BUILDING	<input type="checkbox"/> Replacement Cost	<input type="checkbox"/> Actual Cash Value
<input checked="" type="checkbox"/> CONTENTS \$ 27,061	<input checked="" type="checkbox"/> Replacement Cost	<input type="checkbox"/> Actual Cash Value
Deductible \$ 500	Wind Deductible % 0	Exclude Wind <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>ADDITIONAL COVERAGE'S:</b> EQUIPMENT BREAKDOWN, BLANKET ADDITIONAL INSURED		
<b>MORTGAGE CLAUSE</b> – The policy contains a Mortgage Clause in favor of:		
Mortgagee		
Address		
CERTIFICATE PERIOD		
THIS CERTIFICATE WILL REMAIN IN FORCE FROM THE INCEPTION OF THE POLICY UNTIL THE POLICY IS CANCELLED OR EXPIRES.		
POLICY INCEPTION DATE: 04-02-2023	<input checked="" type="checkbox"/> 12:01 AM	<input type="checkbox"/> 12:00 NOON Standard Time at the location of the Insured Premises.
PROVISIONS		
This form is not the contract of insurance, but attests that a policy as identified above has been issued. The provisions of the policy shall prevail in all respects.		
SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
SNIEZEK GROUP		08-23-23
Authorized Representative		Date

Exhibit A Design #1 Webber Recreational Design, Inc.

1. 3-D Drawing in PDF Format	See Attached
2. Number of Kids that can use the playground	361
3. Total number of play components:	66
a. Number of ground level components	35
b. Number of accessible ground level components	35
c. Number of elevated components	31
d. Number of accessible elevated components	31
4. Play structure size	146'6" x 98'
5. Deck sizes	
2-5 has 42" center-to-center spacing on all deck posts. 5-12 has 48" center-to-center spacing on all deck posts.	
6. Itemized costs using proposed discounts and list prices to include all applicable costs, including but not limited to:	
a. Each structure or component (i.e. playground, site accessories, shade, receptacles, etc.)	See Attached
b. Design services	FREE
c. Surfacing	\$28,600
d. Installation	\$118,810
e. Any other products or services that is associated with this sample	NONE
7. Diameter of Uprights	3.5" / 5"
8. Color Options	See Attached
9. Minimum time needed from date of design to delivery of equipment	8 Weeks
10. DO NOT include freight in sample playground pricing	



FOR KIDS AGES  
**2-5**  
YEARS

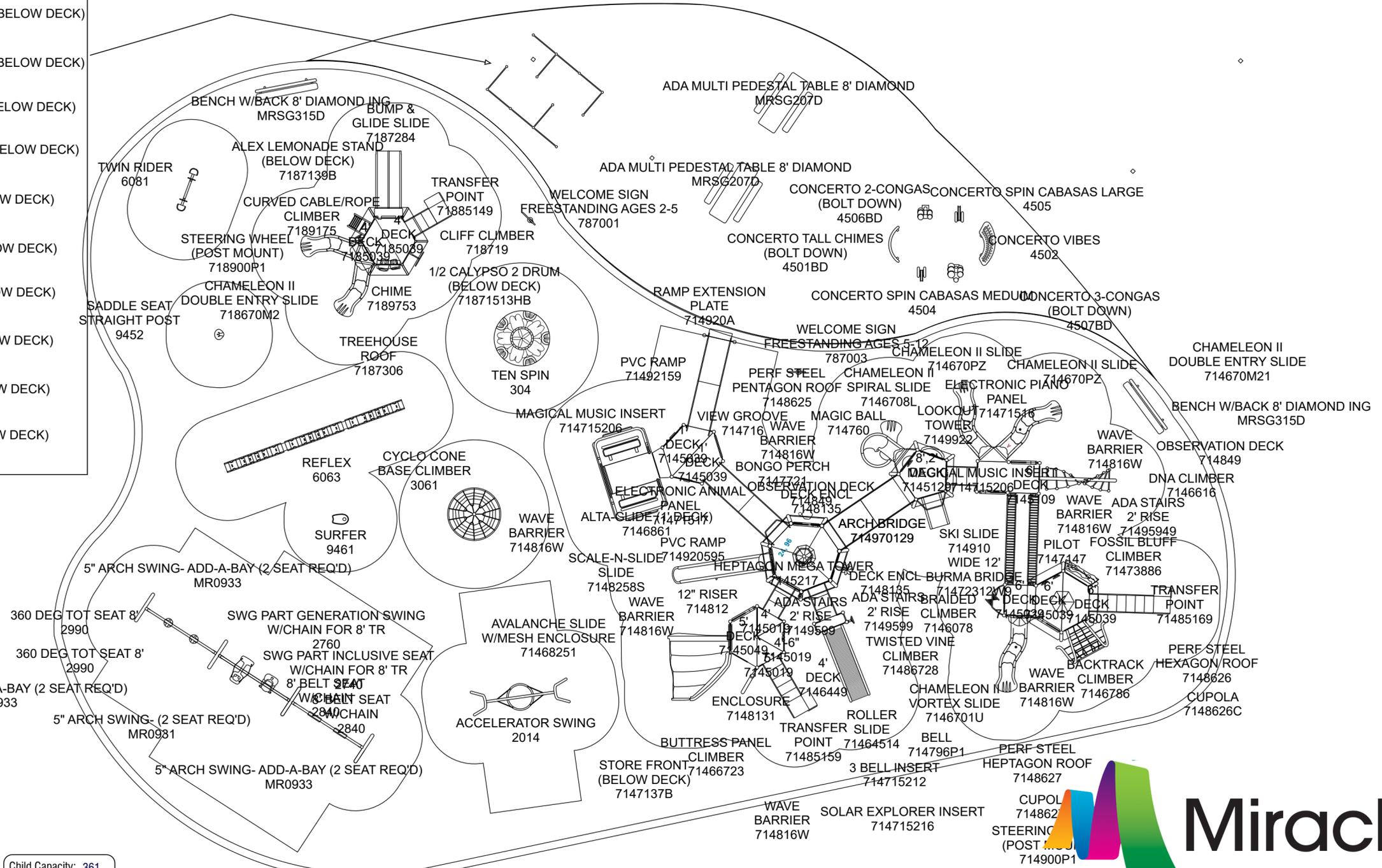
AGE GROUP: 2-5  
ELEVATED PLAY ACTIVITIES - TOTAL: 6  
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 6 REQ'D 3  
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0  
GROUND LEVEL ACTIVITY TYPE: 3 REQ'D 2  
GROUND LEVEL QUANTITY: 13 REQ'D 2

# Exhibit A - Design 1 - Webber Recreational Design, Inc Hastings, MN

AGE GROUP: 5-12  
ELEVATED PLAY ACTIVITIES - TOTAL: 25  
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 25 REQ'D 6  
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 8 REQ'D 7  
GROUND LEVEL ACTIVITY TYPE: 8 REQ'D 4  
GROUND LEVEL QUANTITY: 22 REQ'D 8

FOR KIDS AGES  
**5-12**  
YEARS

- SENSORY PANEL
- TEXTURED TRIANGLE HEXAGON (BELOW DECK) 70471312B
- SENSORY PANEL
- TEXTURED TRIANGLE HEXAGON (BELOW DECK) 70471312B
- SENSORY PANEL
- TEXTURED TRIANGLE HEXAGON (BELOW DECK) 70471312B
- SENSORY PANEL
- TEXTURED TRIANGLE HEXAGON (BELOW DECK) 70471312B
- SENSORY PANEL
- TEXTURED SQUARE OVAL (BELOW DECK) 70471313B
- SENSORY PANEL
- TEXTURED SQUARE OVAL (BELOW DECK) 70471313B
- SENSORY PANEL
- TEXTURED SQUARE OVAL (BELOW DECK) 70471313B
- SENSORY PANEL
- TEXTURED SQUARE OVAL (BELOW DECK) 70471313B
- SENSORY PANEL
- TEXTURED STAR CIRCLE (BELOW DECK) 70471311B
- SENSORY PANEL
- TEXTURED STAR CIRCLE (BELOW DECK) 70471311B



Child Capacity: 361



**Webber Recreational Design, Inc.**  
1442 Brooke Court  
Hastings, MN  
PHONE NO: (651) 438-3630  
FAX NO: (651) 438-3939

GROUND SPACE: 134'-0" x 95'-0"  
PROTECTIVE AREA: 146'-6" x 98'-0"  
DRAWN BY: Nick Herman  
DATE: 3/5/2024

**R0013\_45356462502**

COMPLIES TO ASTM/CPSC

COMPLIES TO ADA

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

This list is provided as a design aid only.

Actual compliance to accessibility standards is dependent on design and final installation and is the sole responsibility of the Sales Representative.

### Accessibility Chart

Drawing Name:	CPC - Proposal Design.play
Project Number:	R0013_45356462502

<b>Age Group: 5-12</b>			
Elevated Play Activities Total:	25		
Elevated Play Activities Accessible By Transfer:	25	Req'd:	6
Elevated Play Activities Accessible By Ramp:	8	Req'd:	7
Ground Level Activity Type:	8	Req'd:	4
Ground Level Quantity:	22	Req'd:	8

Description	Elevation	Access	Type of Play	Qty
12' WIDE BURMA BRIDGE, MT II	Elevated	Transfer	BALANCING_EQUIP	1
3 BELL INSERT	Elevated	Transfer	SOUND_EQUIP	1
4' SKI SLIDE (2' DECK)	Elevated	RampTransfer	SLIDE	1
ALTA-GLIDE (1' DECK)	Elevated	RampTransfer	GLIDER_SPINNER_EQUIP	1
AVALANCHE INCLUSIVE SLIDE W/MESH	Elevated	Transfer	SLIDE	1
BACKTRACK CLIMBER (6'6" DECK)	Elevated	Transfer	CLIMBER	1
BONGO PERCH (STATIONARY)	Elevated	RampTransfer	BALANCING_EQUIP	1
BRAIDED CLIMBER (8' DECK)	Elevated	Transfer	CLIMBER	1
CHAM II DBL SLIDE 6'	Elevated	Transfer	SLIDE	2
CHAM II VORTEX SLIDE 6'	Elevated	Transfer	SLIDE	1
CHAMELEON II SPIRAL SLIDE LEFT (8' DECK)	Elevated	Transfer	SLIDE	1
DNA CLIMBER (6' & 6'6" DECK)	Elevated	Transfer	CLIMBER	1
ELECTRONIC ANIMAL PANEL	Elevated	RampTransfer	SOUND_EQUIP	1
ELECTRONIC PIANO PANEL	Elevated	RampTransfer	SOUND_EQUIP	1
FOSSIL BLUFF CLIMBER (6'6" OCTAGON DECK)	Elevated	Transfer	CLIMBER	1
MAGIC BALL POPPER PANEL	Elevated	RampTransfer	MANIPULATIVE_EQUIP	1
MAGICAL MUSIC PANEL INSERT	Elevated	RampTransfer	SOUND_EQUIP	1
MAGICAL MUSIC PANEL INSERT	Elevated	RampTr	SOUND_EQUIP	1

		ansfer		
PHYZICS BUTTRESS PANEL CLIMBER	Elevated	Transfer	CLIMBER	1
PILOT PANEL W/2 WHEELS	Elevated	Transfer	MANIPULATIVE_EQUIP	1
ROLLER SLIDE (4' DECK)	Elevated	Transfer	SLIDE	1
SCALE-N-SLIDE SLIDE (8' DECK)	Elevated	Transfer	SLIDE	1
SOLAR EXPLORER INSERT	Elevated	Transfer	MANIPULATIVE_EQUIP	1
TWISTED VINE CLIMBER (8' DECK)	Elevated	Transfer	CLIMBER	1
ACCELERATOR SWING	Ground	Ground	SWING	1
BELL, POST MOUNT	Ground	Ground	SOUND_EQUIP	1
CONCERTO 2-CONGAS, BOLT DOWN	Ground	Ground	SOUND_EQUIP	1
CONCERTO 3-CONGAS, BOLT DOWN	Ground	Ground	SOUND_EQUIP	1
CONCERTO SPIN CABASAS LARGE	Ground	Ground	SOUND_EQUIP	1
CONCERTO SPIN CABASAS MEDIUM	Ground	Ground	SOUND_EQUIP	1
CONCERTO TALL CHIMES, BOLT DOWN	Ground	Ground	SOUND_EQUIP	1
CONCERTO VIBES	Ground	Ground	SOUND_EQUIP	1
CYCLO CONE BASE CLIMBER	Ground	Ground	WHIRL	1
GENERATION SWING	Ground	Ground	SWING	1
REFLEX	Ground	Ground	SPRING_ROCKER	1
SADDLE SEAT STRAIGHT POST	Ground	Ground	GLIDER_SPINNER_EQUIP	1
STEERING WHEEL (POST MOUNT)	Ground	Ground	MANIPULATIVE_EQUIP	1
STORE FRONT PANEL (BELOW DECK ONLY)	Ground	Ground	IMAGINATION_PANEL	1
SURFER	Ground	Ground	BALANCING_EQUIP	1
SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	Ground	Ground	SWING	1
SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	Ground	Ground	SWING	1
SWG PART THERAPEUTIC SEAT W/CHAIN FOR 8' TR	Ground	Ground	SWING	1
SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	Ground	Ground	SWING	1
SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	Ground	Ground	SWING	1
TEN SPIN	Ground	Ground	WHIRL	1
TWIN RIDER ONLY	Ground	Ground	SPRING_ROCKER	1

Age Group: 2-5			
Elevated Play Activities Total:	6		
Elevated Play Activities Accessible By Transfer:	6	Req'd:	3
Elevated Play Activities Accessible By Ramp:	0	Req'd:	0
Ground Level Activity Type:	3	Req'd:	2
Ground Level Quantity:	13	Req'd:	2

Description	Elevation	Access	Type of Play	Qty
BUMP & GLIDE SLIDE-ONE PIECE (4' DECK)	Elevated	Transfer	SLIDE	1
CHAM II DBL SLIDE 4'	Elevated	Transfer	SLIDE	2
CHIME PANEL	Elevated	Transfer	SOUND_EQUIP	1
CLIFF CLIMBER (3' & 5' DECK)	Elevated	Transfer	CLIMBER	1
CURVED CABLE/ROPE CLIMBER (5' DECK)	Elevated	Transfer	CLIMBER	1
ALEXS LEMONADE STAND (BELOW DECK ONLY)	Ground	Ground	IMAGINATION_PANEL	1
CALYPSO 2 DRUM 1/2 PANEL (BELOW DECK)	Ground	Ground	SOUND_EQUIP	1
SENSORY PANEL TEXTURE SQUARE OVAL (BELOW DECK)	Ground	Ground	IMAGINATION_PANEL	1
SENSORY PANEL TEXTURE SQUARE OVAL (BELOW DECK)	Ground	Ground	IMAGINATION_PANEL	1
SENSORY PANEL TEXTURE SQUARE OVAL (BELOW DECK)	Ground	Ground	IMAGINATION_PANEL	1
SENSORY PANEL TEXTURE SQUARE OVAL (BELOW DECK)	Ground	Ground	IMAGINATION_PANEL	1
SENSORY PANEL TEXTURE STAR CIRCLE (BELOW DECK)	Ground	Ground	IMAGINATION_PANEL	1
SENSORY PANEL TEXTURE STAR CIRCLE (BELOW DECK)	Ground	Ground	IMAGINATION_PANEL	1
SENSORY PANEL TEXTURE TRIANGLE HEX (BELOW DECK)	Ground	Ground	IMAGINATION_PANEL	1
SENSORY PANEL TEXTURE TRIANGLE HEX (BELOW DECK)	Ground	Ground	IMAGINATION_PANEL	1
SENSORY PANEL TEXTURE TRIANGLE HEX (BELOW DECK)	Ground	Ground	IMAGINATION_PANEL	1
SENSORY PANEL TEXTURE TRIANGLE HEX (BELOW DECK)	Ground	Ground	IMAGINATION_PANEL	1
STEERING WHEEL (POST MOUNT)	Ground	Ground	MANIPULATIVE_EQUIP	1



Miracle Recreation Equip. Co.  
878 E. US Hwy 60  
Monett, MO 65708  
1-888-458-2752

QUOTE: R0013240034  
CUSTOMER: 5503A01  
Project: R0013\_45356462502\_03

**Prepared For:**

Chris Jenkins  
City of Hastings  
Park and Rec.  
920 West 10th Street  
Hastings, MN 55033  
(651) 983-6155 (phone)  
CJenkins@hastingsmn.gov

**Project Name & Location:**

Attn: Exhibit A - Design #1 -  
Webber Rec

**Prepared by:**

Webber Recreational Design, Inc.

1442 Brooke Court  
Hastings, MN 55033 USA  
612-581-4754 (phone)  
nherman@webberrec.com

**Ship To Address:**

City of Hastings "NEW"  
Park and Rec.  
101 E. 4th Street  
Hastings, MN 55033

**End User:**

Chris Jenkins  
City of Hastings  
Park and Rec.  
920 West 10th Street  
Hastings, MN 55033  
(651) 983-6155 (phone)  
CJenkins@hastingsmn.gov

Quote Number: R0013240034  
Quote Date: 3/5/2024  
Valid For: 30 Days From Quote Date

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## 5-12Playground

Product line: KidsChoice  
Age group: 5-12

### Components

Part Number	Description	Qty	Unit Price	Discount	Total
4501BD	CONCERTO TALL CHIMES * BOLT DOWN	1	5,945.00	4280.4	4,280.40
4502	CONCERTO VIBES	1	5,929.00	4268.88	4,268.88
4504	CONCERTO SPIN CABASAS MEDIUM	1	1,318.00	948.96	948.96
4505	CONCERTO SPIN CABASAS LARGE	1	1,472.00	1059.84	1,059.84
4506BD	CONCERTO 2-CONGAS * BOLT DOWN	1	2,154.00	1550.88	1,550.88
4507BD	CONCERTO 3-CONGAS * BOLT DOWN	1	2,900.00	2088	2,088.00
7145019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	3	1,011.00	727.92	2,183.76
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	1	1,444.00	1039.68	1,039.68
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	4	1,921.00	1383.12	5,532.48
7145049	1/2 HEX OPEN DECK (ATTACHES TO 5 POSTS)	1	2,153.00	1550.16	1,550.16
7145109	RECT OPEN DECK (ATTACHES TO 6 POSTS)	1	2,725.00	1962	1,962.00
7145129	PENTAGON DECK (ATTACHES TO 5 POSTS)	2	3,137.00	2258.64	4,517.28
7145217	HEPTAGON MEGA TWR 2-LEVEL (2' & 8' DKS)	1	19,169.00	13801.68	13,801.68
71454913	5" OD X 88" POST F/MAZE PANELS	6	292.00	210.24	1,261.44
71454943	5" OD X 124" POST (4' DK)	4	349.00	251.28	1,005.12
7145523	5" OD X 136" POST (3' TO 5' DKS)	6	369.00	265.68	2,214.00

7145533	5" OD X 160" POST (5'6" TO 6'6" DKS)	9	441.00	317.52	2,857.68
7145553	5" OD X 76" POST FOR FENCING & PANELS	2	224.00	161.28	322.56
7145743	5" OD X 186" POST FOR ROOF (5'6"-6'6" DK)	6	478.00	344.16	2,064.96
7145763	5" OD X 204" POST FOR ROOF (8' DK)	5	492.00	354.24	1,771.20
7146078	BRAIDED CLIMBER (8' DECK)	1	1,592.00	1,146.24	1,146.24
7146449	VERSADECK W/ENCLOSURE 16" X 48"	1	1,452.00	1,045.44	1,045.44
71464514	ROLLER SLIDE (4' DK)	1		8,125.20	8,125.20
			11,285.00		
7146616	DNA CLIMBER (6' & 6'6" DK)	1	5,462.00	3,932.64	3,932.64
71466723	PHYZICS BUTTRESS PANEL CLIMBER	1	3,024.00	2,177.28	2,177.28
7146701U	CHAMII ENTRY & EXIT VORTEX (5' - 6'6" DK)	1	3,007.00	2,165.04	2,165.04
7146704	CHAMII SHORT STRAIGHT SECTION	1	716.00	515.52	515.52
7146705	CHAMII RIGHT SECTION	2	716.00	515.52	1,031.04
7146705	CHAMII RIGHT SECTION	3	716.00	515.52	1,546.56
7146706	CHAMII LEFT SECTION	3	716.00	515.52	1,546.56
7146708L	CHAMII SPIRAL SLIDE LH (8' DK)	1	6,713.00	4,833.36	4,833.36
714670M21	CHAMII DBL SLIDE ENTRY/EXIT (5'-6'6" DK)	1	3,539.00	2,548.08	2,548.08
7146786	BACKTRACK CLIMBER (6'6" DK)	1	6,060.00	4,363.20	4,363.20
71468251	AVALANCHE INCL SLIDE W/MESH (5' DK)	1	6,791.00	4,889.52	4,889.52
7146861	ALTA GLIDE INCLUSIVE GLIDER (1' DK)	1		16,986.24	16,986.24
			23,592.00		
7147137B	STORE FRONT PANEL (BELOW DECK ONLY)	1	1,671.00	1,203.12	1,203.12
7147147	PILOT PANEL W/2 WHEELS	1	1,631.00	1,174.32	1,174.32
71471516	ELECTRONIC PIANO PANEL	1	3,129.00	2,252.88	2,252.88
71471517	ELECTRONIC ANIMAL PANEL	1	3,129.00	2,252.88	2,252.88
71471520	INTERACTIVE PANEL FRAME	4	518.00	372.96	1,491.84
714715206	MAGICAL MUSIC INSERT	2	2,422.00	1,743.84	3,487.68
714715212	3 BELL INSERT	1	1,289.00	928.08	928.08
714715216	SOLAR EXPLORER INSERT	1	990.00	712.80	712.80
714716	VIEW GROOVE PANEL	1	796.00	573.12	573.12
71472312W	WIDE 12' BURMA BRIDGE	1	6,275.00	4,518.00	4,518.00
9					
71473886	FOSSIL BLUFF CLIMBER (6'6" OCT DK)	1	4,388.00	3,159.36	3,159.36
714760	MAGIC BALL POPPER PANEL	1	2,893.00	2,082.96	2,082.96
7147721	BONGO PERCH (STATIONARY)	1	289.00	208.08	208.08
714796P1	BELL (POST MOUNT)	1	233.00	167.76	167.76
714812	12" RISER PLATE	1	242.00	174.24	174.24
7148131	DECK ENCLOSURE W/ONE SIDED OPENING	1	644.00	463.68	463.68
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	2	671.00	483.12	966.24
714816W	FULL WAVE BARRIER, TUBE	7	868.00	624.96	4,374.72
7148258S	SCALE-N-SLIDE SLIDE (8' DK)	1	3,643.00	2,622.96	2,622.96
714849	OBSERVATION DECK	2	1,626.00	1,170.72	2,341.44
71485159	SQ TRSFR POINT, CL HR (5' DK)	1	5,983.00	4,307.76	4,307.76
71485169	SQ TRSFR PT, CLSD HR (6' & 6'6" DK)	1	6,417.00	4,620.24	4,620.24
7148625	ROOF FOR PENTAGON DECK, PERF STEEL	1	4,105.00	2,955.60	2,955.60
7148626	ROOF FOR HEXAGON DECK, PERF STEEL	1	4,990.00	3,592.80	3,592.80
7148626C	CUPOLA TOP W/PERF STEEL FOR 7148626 HEX ROOF	1	1,310.00	943.20	943.20
7148627	ROOF FOR HEPTAGON DECK, PERF STEEL	1	7,235.00	5,209.20	5,209.20
7148627C	CUPOLA TOP W/PERF STEEL FOR 7148627 HEPT ROOF	1	1,600.00	1,152.00	1,152.00
71486728	TWISTED VINE CLIMBER (8' DK)	1	2,035.00	1,465.20	1,465.20
714900P1	STEERING WHEEL (POST MOUNT)	1	231.00	166.32	166.32
714910	4' SKI SLIDE (2' DK)	1	1,056.00	760.32	760.32
714920595	12' RAMP GRND-DK 1:12, W/O PST, OPN HR	1	5,445.00	3,920.40	3,920.40
714920A	ADA RAMP EXTENSION PLATE FLAT (SMALL)	1	513.00	369.36	369.36
71492159	12' RAMP DK TO DK 1:12, OPEN HR	1	4,842.00	3,486.24	3,486.24
71495949	ADA STAIRS BETWEEN DECKS W/2' RISE 4' SPAN	1	4,303.00	3,098.16	3,098.16
7149599	ADA STAIRS BETWEEN DECKS W/2' RISE	2	3,916.00	2,819.52	5,639.04

714970129	12' ARCH BRIDGE BETWEEN DECKS	2	7,683.00	5,531.76	11,063.52
7149922	LOOKOUT TOWER	1	1,353.00	974.16	974.16
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	0.00	0.00	0.00
787003	WELCOME SIGN AGES 5-12, FS	1	828.00	828.00	828.00
MRSRG207D	ADA MULTI PEDESTAL TABLE 8' DIAMOND	2	1,437.00	1,034.64	2,069.28
MRSRG315D	BENCH W/BACK 8' DIAMOND ING	2	660.00	475.20	950.40

## 2-5 Playground

Product line: TotsChoice

Age group: 2-5

### Components

Part Number	Description	Qty	Unit Price	Discount	Total
7185039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	2	1,526.00	1,098.72	2,197.44
718573	3 1/2" OD X 162" POST ROOF (3'6" TO 5'DK)	6	263.00	189.36	1,136.16
7186705	CHAMII RIGHT SECTION	1	708.00	509.76	509.76
7186706	CHAMII LEFT SECTION	1	708.00	509.76	509.76
718670M2	CHAMII DBL SLIDE ENTRY/EXIT (2'6'-4'6" DK)*BD	1	3,939.00	2,836.08	2,836.08
7187139B	ALEX'S LEMONADE STAND PANEL (BELOW DECK ONLY)	1	1,654.00	1,190.88	1,190.88
71871513HB	CALYPSO 2 DRUM 1/2 PANEL (BELOW DECK)	1	1,496.00	1,077.12	1,077.12
718719	CLIFF CLIMBER (3' & 5' DECK)	1	1,071.00	771.12	771.12
7187284	BUMP & GLIDE SLIDE (4' DECK)	1	2,665.00	1,918.80	1,918.80
7187306	HEXAGON TREEHOUSE ROOF	1	3,275.00	2,358.00	2,358.00
71885149	SQ TRSFR POINT, CL HR (4' DK)	1	4,076.00	2,934.72	2,934.72
718900P1	STEERING WHEEL (POST MOUNT)	1	224.00	161.28	161.28
7189175	CURVED CABLE/ROPE CLIMBER (5' DK)	1	1,358.00	977.76	977.76
7189753	CHIME PANEL	1	3,333.00	2,399.76	2,399.76
787001	WELCOME SIGN AGES 2-5, FREESTANDING	1	828.00	596.16	596.16

## Freestanding

Product line: KidsChoice

Age group: 5-12

### Components

Part Number	Description	Qty	Unit Price	Discount	Total
2014	ACCELERATOR SWING	1	10,385.00	596.16	596.16
2740	SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR)	1	1,537.00	7,477.20	7,477.20
2760	SWG PART GENERATION SWG SEAT W/CHAIN	1	1,254.00	1,106.64	1,106.64
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	2	152.00	902.88	902.88
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	2	223.00	109.44	218.88
304	TEN SPIN	1	4,288.00	160.56	321.12
3061	CYCLO CONE BASE CLIMBER	1	16,143.00	3,087.36	3,087.36
6063	REFLEX	1	11,174.00	11,622.96	11,622.96
6081	TWIN RIDER ONLY	1	1,500.00	8,045.28	8,045.28

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925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	0.00	0.00	0.00
9452	SADDLE SEAT, STRAIGHT POST	1	922.00	663.84	663.84
9461	SURFER	1	888.00	639.36	639.36
MR0931	5" ARCH SWING- (2 SEAT REQ'D)	1	3,091.00	2,225.52	2,225.52
MR0933	5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)	3	2,028.00	1,460.16	4,380.48

## Sensory Maze

Product line: TotsChoiceX

Age group: 2-12

### Components

Part Number	Description	Qty	Unit Price	Discount	Total
70471311B	SENSORY PANEL TEXTURE STAR CIRCLE BELOW DECK	1	2,465.00	1,774.80	1,774.80
70471311B	SENSORY PANEL TEXTURE STAR CIRCLE BELOW DECK	1	2,465.00	1,774.80	1,774.80
70471312B	SENSORY PANEL TEXTURE TRIANGLE HEX BELOW DECK	1	2,446.00	1,761.12	1,761.12
70471312B	SENSORY PANEL TEXTURE TRIANGLE HEX BELOW DECK	1	2,446.00	1,761.12	1,761.12
70471312B	SENSORY PANEL TEXTURE TRIANGLE HEX BELOW DECK	1	2,446.00	1,761.12	1,761.12
70471312B	SENSORY PANEL TEXTURE TRIANGLE HEX BELOW DECK	1	2,446.00	1,761.12	1,761.12
70471313B	SENSORY PANEL TEXTURE SQUARE OVAL BELOW DECK	2	2,457.00	1,769.04	3,538.09
70471313B	SENSORY PANEL TEXTURE SQUARE OVAL BELOW DECK	1	2,457.00	1,769.04	1,769.04
70471313B	SENSORY PANEL TEXTURE SQUARE OVAL BELOW DECK	1	2,457.00	1,769.04	1,769.04
7185491	3 1/2" OD X 82" POST F/MAZE PANEL	12	247.00	177.84	2,134.08

## RiskSign\_Included

Product line: Freestanding

Age group:

### Components

Part Number	Description	Qty	Unit Price	Discount	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

### Additional Items

Part Number	Description	Qty	Unit Price	Discount	Total
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925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
926458	LABEL,GENERATION SWG, 2YR-12YR, MR	1	0.00	1.12	1.12
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00



1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate

safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidation. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

# EXHIBIT A – DESIGN #1 – WEBBER RECREATIONAL DESIGN, INC

## MIRACLE PLAY EQUIPMENT 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 F1487-17 "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 F1487-17.

**TRADEMARKS** Aquarius (R), Big Kahuna (R), Big Timber (R), Bongo (TM), Boulder Ridge (R), Bug Bites (R), Camel Back (TM), Center Stage (R), Chameleon (TM), Coil Curler (TM), Connexion (R), Dupli-Gator (R), Flex Jet (R), Flippo (TM), Flippopotamus (R), Fun Fone (TM), Fun Tunnel (R), Funnel Tunnel (TM), Funshades (TM), Gator Grip (R), Gemini (TM), Gravity (TM), Grizz-Lee Bear (R), Groove (TM), Groove II (R) Slide, Hang-A-Round (R), Interaxion (TM), JAX (R), Kidrox (R), Kids' Choice (R), Kids' Perch (TM), Libra (R), Linkz (TM), Loopz (TM), Mega Tower (R), Miracle (R), Miracle Recreation (R), Mira-Cote (R), Mira-Lam (TM), Mira-Lene (TM), Mira-Therm2 (TM), Mogul (TM), Mountain Trail (R), N-Dure Cycle (R), Nexus (R), Observation Deck (R), Offspring (TM), OrbX (R), Pegasus (R), Perma-Guard (TM), Perseus (TM), Physics (R), Play Cover (R), Play Terrain (R), PolyTuf (TM), Power Pedaler (TM), Pull Up!Lift (R), Reflex (R), Relay Racer (R), Rock-ite (R), Rodeo Rocky (TM), Serpent Trek (TM), Sneak-A-View (TM), Sun Sparkle (TM), Surfer (R), Tensile Tough (TM), Tensile Tower (TM), Thunder Tunnel (TM), Timber Topper (TM), Toboggan (TM), Toddlers' Choice (R), Tots' Choice (R), Tots' Choice (R) Expansion, Tots' Choice (TM) for Toddlers, Trim Timber (R), Triple Play (TM), Typhoon (TM), Versalok (R), View Groove (TM), Wavy Waffle Wall Walker (TM), Webscapes (R), Whirlwind (TM), Xcalator (R), and X-Cavator (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

Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

- LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Aluminum deck posts, steel deck posts, VersaLok (R) fastening system and associated fastening hardware.
- LIMITED FIFTEEN (15) YEAR WARRANTY:** All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless-steel slides, except as otherwise specified below.
- LIMITED TEN (10) YEAR WARRANTY:** Fabric shade steel frames, and Shadesure™ fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
- LIMITED EIGHT (8) YEAR WARRANTY:**
  - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
  - Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
  - Shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
- LIMITED FIVE (5) YEAR WARRANTY:**
  - Heavy duty diamond barrier mesh and Kidrox™ Climbing Rocks.
  - Miratherm™ PVC coating against cracking or peeling.
  - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
  - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).
- LIMITED THREE (3) YEAR WARRANTY:** Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
- LIMITED ONE (1) YEAR WARRANTY:**
  - GFRP (Glass Fiber Reinforced Polymer) Products, Splashproof Swing Seats, 360° Bucket Tot Swing Seats and Tuff Net no climbing mesh.
  - Pool slide support structures, stairways, landings and railings.
  - All other products and components that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

**BUYER'S REMEDY:** If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering 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). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their 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.

**LIMITATIONS:** All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller and are not transferrable.

Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions.

Warranties specifically do not cover Miracle products:

- For cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion, fraying, or warping of recycled plastic lumber;
- That have been modified, altered, or repaired by unauthorized third parties;
- That have not been used as designed or intended, or misused;
- To which non-Miracle parts have been added or substituted;
- That have been removed from their original location and re-installed elsewhere, without pre-approval by Miracle;
- Or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

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

- **Inclusive Swing Seat** is constructed of **Rockite** seats molded to form a chair. Models that are 8' or 10' with chains each have two chains to suspend the swing from a swing frame header. The attached seat is a reinforced polyurethane rubber bumper. The sliding latch mechanism is constructed from 6061 machined aluminum. The chain assembly is fabricated from **4/0 straight link coil chain**. The chain is manufactured to ASTM A467-86A Class CS specifications. All rubber surfaces are EPDM. The **Rockite** seats have molded-in color. All exposed metal surfaces are bright zinc plated. The clevises are zinc plated. The chain has a **Mira-Therm** coating.
- **KIDS' CHOICE MIRA-THERM2 DECKS:** The deck models in the 714-50X-9 series shall consist of a (3) sided equilateral triangle deck: Model # 714-501-9, with a *deck top surface area of 7 sq. ft. (1008 sq. in.)*; a (4) sided square deck: Model # 714-502-9, with a *deck top surface area of 16 sq. ft. (2304 sq. in.)*; (4) sided (3) opening half hex decks: Model #s 714-503-9 and 714-504-9, with a *deck top surface area of 21 sq. ft. (3024 sq. in.)*; (4) sided (6) opening rectangular decks: Model #s 714-508-9, 714-509-9 and 714-510-9, with a *deck top surface area of 32 sq. ft. (4608 sq. in.)*; a (5) sided pentagon deck: Model # 714-512-9, with a *deck top surface area of 23.8 sq. ft. (3427 sq. in.)*; an (8) sided octagon deck: Model # 714-519-9, with a *deck top surface area of 60 sq. ft. (8640 sq. in.)*; and a (7) sided heptagon deck: Model # 714-517-9, with a *deck top surface area of 55 sq. ft. (7,920 sq. in.)*. Model # 714-511-9 shall be an isosceles triangle split deck (single section) designed to serve as a step platform for lower deck heights: 18" or lower for 2-5 year olds, and 30" or lower for 5-12 year olds. All other Model # 714-511-X9 split decks shall feature two triangular deck sections which shall be mounted between four posts at different heights so that a 6", 12", 18", or 24" (X) rise shall be formed along the hypotenuse between two posts. Models which rise greater than 6" shall contain a riser plate; models which rise greater than 12" shall also contain an arched enclosure assembly. *The deck top surface area of split deck models shall be 8 sq. ft. each for both sections, or total 16 sq. ft.* Riser plates shall be constructed of 11 ga. **A-60 Galvannealed** sheet; risers for 18" and 24" rises shall contain a rung and vertical supports of **1" tube, solid welded**, all finished in **Mira-Cote**. The arch enclosure assembly accompanying models which rise 18" and 24" shall comprise top and bottom supports and an arched upright constructed of **1" pipe**, drilled, formed and mashed, all **solid welded**, and vertical rungs of **1" tube**, with **plastic pipe plugs** inserted in open ends, and finished in **Mira-Cote**. Decks shall be designed for maximum flexibility in height of deck surface, from 0" to (in 6" increments,) though 3', 5' and 6'-6" shall be considered standard heights. Decks shall be designed on a 48" center-to-center spacing on 5" deck posts, at equal or varied heights. All deck-to-post connections shall be made with a deck support clamp. All deck connections shall be made beneath deck with no exposed fasteners on deck perimeter. Decks with 8" wide open side shall be designed to attach to another deck with 8" wide open side at same deck height, or to a Model # 714-770-6 Flippopotamus Slide/Climber. All decks shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes (5/16" after dipping) at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat steel braces and corner braces of 7 ga. steel. The

entire assembly shall be solid welded prior to polyvinyl coating. Each assembly shall contain Versalok Fasteners and Fastener Style A hardware. All deck surfaces shall be coated in Mira-Therm2 or Mira-Therm2 PE.

- **KIDS' CHOICE HEPTAGON MEGA TOWER 2-LEVEL DECK** shall comprise two heptagonal decks - 8' and 14' for Model # 714-520-27, or 2' and 8' for Model # 714-521-7 and # 714-521-7NR - on common posts with an enclosed center climber for ascending to upper level. The assembly requires a roof as well as barriers or other play components. The overall height of the assembly (with roof) is approximately 25' from finished grade. Seven-sided decks shall each consist of one (1) 3-Section Deck and one (1) 2-Section Deck, with 2' Deck also consisting of one (1) Center Deck Plug. Top deck surface area shall be 57 square feet. The deck length shall be 105" flat to post. The deck frame shall be constructed with folded 11 ga. Steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Each shall contain deck support members of 3/16" x 2" flat and decking supports of 3/16" x 2-13/16" flat. Each section shall be solid welded. Post assemblies shall be constructed of 5" tube, 11 ga. The remaining posts shall be uncapped in readiness for roof attachment. A center climber shall comprise a ladder and enclosure assembly. The ladder shall be constructed of two 1-1/2" pipe side rails with five 1" pipe rungs solid welded between them. Two vertical spokes of 3/4" x 1" oval tube shall be solid welded to bottom rung. Top ends of the rails shall contain 3/8" bolts for field attachment to upper deck. Bottom end of ladder shall have a 7 ga. Steel sheet mounting plate for field assembly to lower deck. The overall width of the ladder assembly shall be 16". The angle of ascent shall be 0 degrees. The enclosure assembly shall be constructed of a top rail of formed 1" pipe with uprights of 3/4" x 1" oval tube, solid welded, and a bottom mounting plate consisting of 7 ga. steel sheet. The enclosure shall be 50" from top of top rail to bottom of bottom rail. The assembly shall contain Versalok Fasteners and Fastener Style A. The decks shall be finished in Mira-Therm2 or Mira-Therm2 PE. The center climber, posts, caps, and clamps shall be finished in Mira-Cote.
- **VERSADECK** shall be a 16" wide deck with enclosures. Versadeck may be in used in a variety of deck and/or transfer applications. Deck section shall be constructed with folded 11 ga. steel sheet forming 3" tall sides with 3/16" x 1-1/2" flat steel braces, all solid welded. Decking sheet shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Deck shall measure 48" in length at 16" in width. Enclosure shall comprise two outer uprights and a top rail, all solid welded. Uprights and top rail shall be constructed of 1" pipe, Gator Grip and uprights shall have mashed ends for deck attachment. Enclosure shall measure 40" in length and 9-1/2" in width. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. Deck shall be finished in Mira-Therm2. Enclosure shall be finished in Mira-Cote.
- **KIDS' CHOICE POSTS: STEEL POSTS:** The steel posts each shall be constructed of 5" tube, 11 ga. with a 5" round end cap pressed into its top end. Post and end cap shall have a Mira-Cote finish.
- **KIDS' CHOICE STEEL POSTS** each shall be constructed of 5" tube with a 5" round end cap pressed into its top end. Post and end cap shall have a Mira-Cote finish.
- **TOTS' CHOICE MIRA-THERM2 DECKS** shall include Model # 718-501-9, a three-sided equilateral triangle deck, requiring three posts, with a deck top surface area of 5.3 square feet; Model # 718-502-9, a four-sided square deck, requiring four posts, with a deck top surface area of 12.2 square feet; Model # 718-503-9, a four-sided trapezoid deck designed for use with another of its kind to form a large hexagon deck, and also for use (only) with Model # 714-770-6, requiring four posts, with a deck top surface area of 15.9 square feet; and Model # 718-504-9, a four-sided trapezoid deck designed (only) for attachment of standard Tots' Choice components, requiring five posts, with a deck top surface area of 15.9 square feet. Posts for deck assemblies must be ordered separately. Model # 718-511-9 shall be an isosceles triangle split deck (single section) designed to serve as a step platform for lower deck heights: 18" or lower for 2-5-year olds, and 30" or lower for 5-12-year olds. All other Model # 718-511-X9 split decks shall feature two triangular deck sections which shall be mounted between four posts at different heights so that a 6", 12", 18", or 24" (X) rise shall be formed along the hypotenuse between two posts. Models which rise greater than 6" shall contain a riser plate; models which rise greater than 12" shall also contain an arched enclosure assembly. *The deck top surface area of split deck models shall be 6.125 sq. ft. each for both sections, or total 12.25 sq. ft.* Riser plates shall be constructed of 11 ga. A-60 Galvannealed sheet; risers for 18" and 24" rises shall contain a rung and vertical supports of 1" tube, solid welded, all finished in Mira-Cote. The loop enclosure assembly accompanying models which rise 18" and 24" shall comprise two top supports, an arched upright and infill constructed of 1" tube, and finished in Mira-Cote. The decks shall be designed on a 3'-6" center-to-center spacing on all deck posts. Deck-to-post connections shall be made with a deck support clamp. The decks shall be designed for maximum flexibility in height of deck surface from 0" to 6'-0", in 6" increments, although 3'-0", 5'-0" and 6'-0" shall be considered standard deck heights. All decks shall be designed to attach to the 3-1/2" diameter posts or arches at equal or varied heights. All deck connections shall be made from beneath the deck with no exposed fasteners on the deck perimeter. All decks shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. 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 3/16" x 1-1/2" flat steel braces. The entire assembly shall be solid welded prior to polyvinyl coating. Deck assemblies shall contain Versalok Fasteners and Fastener Style A hardware. Deck surfaces shall have a Mira-Therm2 or Mira-Therm2 PE finish. Clamps shall have a Mira-Cote finish.
- **TOTS' CHOICE STEEL POSTS:** The steel posts shall be constructed of 3-1/2" tube, 13 ga. with 3-1/2" round end caps mechanically fastened to the top end. Posts for roof attachment shall not receive end caps. After fabrication, all posts and end caps shall have a Mira-Cote finish.
- **ADA RAMP EXTENSION** (Mira-Therm2) shall be designed to provide a smooth transition from ramp to finished grade on any ground-to-deck ADA ramp

assembly.

Model # 714-920E and Model # 718-920E shall be constructed of 11 ga. sheet perforated with a staggered pattern of 3/8" round holes with tapered edges. The extension shall be 47-15/16" wide at its low end, 46-5/8" wide at its ramp end, and 36" wide at its apex of 3-1/8". The ramp extension shall contain a brace of 1/4" flat with tabs of 1/4" x 2" flat for field attachment of leg. The entire assembly shall be solid **welded**. The leg shall comprise an upright of 2-3/8" tube, 12 ga. solid **welded** to a support channel of 11 ga. **A-60 Galvannealed** in a "T" configuration. All hardware shall be **Fastener Style A**. The ramp extension shall be finished in **Mira-Therm2** or **Mira-Therm2 PE**. The leg shall have a **Mira-Cote** finish. Model # 714-920A, # 704-920A and Model # 718-920A shall be constructed of 7 ga. sheet. The extension plate shall be 12" wide by 35-3/4" long. The entire assembly shall be solid **welded**. The extension plate shall be polyvinyl coated.

- **BRIDGE WIDE BURMA-8', 4' AND 12' MT II** shall provide a stable means of traversing between decks of equal height. The 8' and 4' MT II comprise one bridge section, spoked handrails and clamps; the 12' MT II comprises two (2) bridge sections, spoked handrails and clamps. Each bridge section, measuring approximately 22" wide by 4', 6' or 8', shall be constructed with 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The ramp frame shall be constructed by folding edges to form 3" tall walls and shall be supported by solid **welded** braces of 3/16" x 2" flat. Each handrail assembly shall be constructed of top and bottom rails with spoked infill, bolting tabs, and curved end rails with spokes, all solid **welded**. The bolting tabs shall be constructed of 7 ga. **A-60 Galvannealed** sheet. The top and bottom rails shall be constructed of 1" pipe with spokes and endrails of 1" tube. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The bridge sections shall be finished in **Mira-Therm**. The handrails and clamps shall be finished in **Mira-Cote**.
- **RAMP DECK-TO-DECK 12', 1:12 MT II** are horizontal walkways between adjacent deck systems with a 1' rise and 12' run. Spoked or open handrails enclose the ramps on both sides. Ramp sections shall be constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, with edges fold to form 3" tall walls; braces of 1/4" x 1-1/2" flat; all solid **welded**. Top and bottom rails and ramp mounting stubs shall be constructed of 1" pipe. Infill spokes shall be 3/4" x 1" oval tube. The entire assembly shall be solid **welded**. **Plastic pipe plugs** shall be inserted in open ends of stubs. Top, middle and bottom rails and ramp mounting stubs shall be constructed of 1" pipe. The entire assembly shall be solid **welded**. **Plastic pipe plugs** shall be inserted in open ends of stubs. Clamp ramp stubs for mounting handrails with plastic spacers to bar sockets, clamps and posts shall be constructed of 1" pipe containing 3/8" aluminum inserts. Support legs shall be constructed of 1-1/2" tube, mashed and punched. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. Ramps shall be finished in **Mira-Therm2** Handrails, clamps and legs shall have a **Mira-Cote** finish.
- **MIRA-THERM2 12' GROUND-TO-DECK RAMP 12'** long inclined ramp assemblies from ground level to a 1' high deck system feature steel end posts and spoked handrails. Same specifications for Tots' Choice Expansion models 714-920-95, 714-920-595. The 3' x 6' ramp sections shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. 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 2" flat steel braces and corner braces of 7 ga. steel. The entire assembly shall be solid **welded** prior to PVC coating. Each handrail assembly shall consist of a top and bottom rail, uprights, and leg extension stubs. The top and bottom rails shall be constructed of 1" pipe. The uprights and stubs shall be constructed of 1" tube. The entire assembly shall be solid **welded**. **Plastic pipe plugs** shall be inserted in ends of stubs. Each handrail assembly shall consist of a top, bottom, and middle rail constructed of 1" pipe. The leg extension stubs shall be 1" tube with **plastic pipe plugs** inserted in open ends. The middle rail shall be **welded** to the top rail. The entire assembly shall be solid **welded**. The handrail stubs shall be constructed of 1" pipe with 3/8" aluminum inserts. The ramp support shall consist of a 41" rung of 1" pipe and a bolting plate constructed of 7 ga. G-90 galvanized sheet. Ramp legs shall measure 59" and shall be constructed of die-formed 1-1/2" tube. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The handrails, posts, stubs, legs, and clamps shall have a **Mira-Cote** finish. The ramps shall have a **Mira-Therm** finish.
- **MIRA-THERM2 RAMPS AND ARCHED BRIDGES** shall be dynamic assemblies designed to permit users to travel between deck systems. Each model contains spoked handrails. The arched bridges meet 1:12 slope guidelines. The bridge and arched bridge sections shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Braces shall be 1/4" x 1-1/2" flat. The entire assembly shall be solid **welded**. Each enclosure/handrail assembly shall consist of a top and bottom rail and spoked upright in 2". The top and bottom rails shall be constructed of 1" pipe; the uprights shall be 1" tube. The assemblies shall be solid **welded**. End uprights (and middle uprights for Model # 714-970-129) shall have mashed and drilled bottom ends for field attachment to ramp or bridge assemblies. **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. All fastening hardware shall be **Fastener Style A**. The enclosures and **Versalok Fasteners** shall be finished in **Mira-Cote**. The bridge sections shall be coated in **Mira-Therm**.
- **ENCLOSURE ASSEMBLY** shall consist of enclosure rails and uprights. The enclosure rails shall be constructed of 1" pipe (except Tots' Choice models which shall be 1" tube), drilled, with **plastic pipe plugs** inserted in the open ends. The uprights shall be constructed of 3/4" x 1" oval tube (except Tots' Choice models which shall be 1" tube), mashed on both ends. The enclosure assemblies shall be solid **welded**. The enclosure assemblies shall have a **Mira-Cote** finish.
- **ONE-SIDED DECK ENCLOSURE** shall be designed for mounting on a deck system for use only with the Horseshoe Climber, Model # 714-767 and Model # 704-767, which can be mounted to any corner post of a 4' deck. The one-sided deck enclosure shall comprise enclosure rails and uprights. The enclosure rails shall be constructed of 1" pipe, drilled and mashed at deck end. The uprights shall be constructed of 3/4" x 1" oval tube. The entire assembly shall be solid **welded**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The deck enclosure and clamps shall be finished in **Mira-Cote**.

- **BACKTRACK CLIMBER** is intended as a ground-to-deck climber. The arch entry enclosure shall consist of an arched upright and top rail of **1" pipe** and vertical infill of **3/4" x 1" oval tube**, all solid **welded**. Post weldment shall comprise two posts constructed of RDTB ILG 88.9 mm x 3 mm, deck connection of 4.5 mm galvanized sheet, cross bar stub constructed of RDTB ILG 3.4 mm x 3 mm, and block swing hanger F/D Shackle ZN/YLW DI-CRO. Climber net shall be constructed of 19 mm rope with "D" style 300 ss large shackles. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The post weldments, enclosure and clamps shall have a **Mira-Cote** finish.

- **BRAIDED CLIMBER** shall be a twisting, vertical climbing challenge rising to an 8' deck height with arch enclosure. Climber shall comprise two uprights with coped plugs inserted into top ends, and eight rungs. The uprights and rungs shall be constructed of **1" pipe, Gator Grip**. Upright shall measure 174-1/16" in length and shall be solid **welded** to rungs. Top support shall be comprised of **1" pipe, Gator Grip**, solid **welded**. The arch enclosure shall comprise top supports and an arched upright of **1" pipe** and spoked infill of **1" tube**, all solid **welded**. For models that have the Nature Arch enclosure, enclosure shall comprise two top supports and arched upright of **1" pipe** solid **welded**. Brackets of 11 ga. galvanized sheet steel are stitch **welded** to the **1" pipe** frame. Boards of 1" x 5.5" recycled plastic and wood composite are fastened to the frame with **Fastener Style A** hardware. All models shall contain **Fastener Style A** hardware.

- **CLIMBERS CURVED CABLE-ROPE** shall be ground-to-deck climbers featuring Cable-Rope rungs fastened between steel handrails. The assembly contains an enclosure. For Kids' Choice and Tots' Choice Expansion the deck enclosure shall consist of a frame (top and outside support rails) of **1" pipe**, an arched upright of **1" pipe**, and infill of **1" tube** vertical rungs, all solid **welded**. For Tots' Choice the deck enclosure shall consist of a top rail, arched upright and vertical rung infill of **1" tube**, all solid **welded**. The climber assembly shall consist of two formed handrails of **1-1/2" heavy pipe** with rungs of **1" tube** **welded** between them at top and bottom, and 1-1/4" O.D. x 9/16" I.D. steel bushing housings containing oil-impregnated bushings **welded** for field-attachment of 16mm diameter rope, steel reinforced nylon braided rope rungs. The top ends of the handrails shall contain threaded steel inserts for field assembly to the deck. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure, climber assembly and clamps shall be finished in **Mira-Cote**. The tensile sections shall have color molded in.

- **CLIMBING POLE/BUMPER LADDER/SPIRAL CLIMBER/CLIFF CLIMBER/TRAP DOOR CLIMBER** shall each be used as an entry to or an exit from a deck. The *cliff climber* side rails and rungs shall be constructed of **1" pipe**, formed, drilled and all solid **welded** construction, with an extension tube constructed of **1-1/4" pipe, 10 ga.** The *trap door climber* pole shall be formed **1-1/4" pipe**. The "U" shaped rungs shall be formed **1" pipe**. The extension shall have a 3/8" aluminum insert. The climber shall be a **welded** assembly. The *climbing pole* shall be constructed of **1" pipe, 12 ga.** The *spiral climber* shall be constructed of **1" pipe**, formed, drilled and all solid **welded** construction with **plastic pipe plugs** inserted in open ends. For the Tots' Choice system, the *spiral climber* center pole shall be constructed of **1" pipe**, formed, drilled and all solid **welded** construction with **plastic pipe plugs** inserted in open ends and the spiral shall be constructed of **1" tube** and shall be attached to the center pole by means of six spacers, also constructed of **1" tube**. The assembly shall be solid **welded**. The *bumper ladder* shall be constructed of **Rockite** bumpers supported internally by a pole constructed of **1" pipe, 10 ga.** Each bumper shall measure 18" high x 19" wide. The Kids' Choice arch enclosure assembly shall consist of top supports, a bottom support, and an arched upright, which shall be constructed of **1" pipe**, formed, mashed, and punched, with vertical infill of **3/4" x 1" oval tube**. The Tots' Choice arch enclosure shall comprise two top supports and infill of **1" tube** and a climbing pole support and arch support of **1" pipe**, all solid **welded**. Kids' Choice arch enclosure for split decks shall consist of top rails, a receiver tube, an arched upright and outer upright, which shall be constructed of **1" pipe**, drilled, formed and mashed, and vertical spokes which shall be constructed of **3/4" x 1" oval tube**. The enclosure assembly shall be solid **welded**. Enclosure shall measure 55" in width and 62" in height. All enclosure assemblies shall have an extension tube of **1" pipe, 10 ga.** Enclosure assemblies shall be solid **welded**. For models with the nature arch enclosure, enclosure shall comprise two top supports and arched upright of **1" pipe** solid **welded**. Brackets of 11 ga. galvanized sheet steel are stitch **welded** to the **1" pipe** frame. Boards of 1" x 5.5" recycled plastic and wood composite are fastened to the frame with **Fastener Style A** hardware. The sleeve support shall be constructed of **1-1/4" pipe, 10 ga.**, solid **welded** to the arch. The cliff climber, trap door climber, climbing pole, spiral climber, bumper ladder pole, and enclosure assembly shall have a **Mira-Cote** finish. The **Rockite** bumpers shall have color molded in.

- **DNA CLIMBER TO DECK** shall be a balance and climbing challenge featuring twisted rungs and ropes up to a 5', 6' and 6'-6" deck. Arch shall be constructed of **5" tube, 11 ga.** with a 78.5-degree arch radius and 115-1/2" arch length. At 15" intervals and approximately 21° apart, a rung shall be solid **welded** to arch. Rungs shall consist of a 29" long, **1" pipe, 10 ga.** **welded** to a 4" diameter hollow steel ball. A 7 ga. sheet, A-60 galvanized bracket shall be **welded** to climber for deck attachment. Entire weldment shall measure 121-1/16" in length and 95-3/8" in height. Enclosure shall comprise top rails, L rails, arch of **1" pipe**, and spokes of **3/4" x 1" oval tube**. All solid **welded**. Enclosure shall measure 62-3/8" in length and 41-1/2" in width (*except Tots' Choice models shall measure 62-3/8" in length and 36-7/8" in width*). Rope shall be constructed of 16 mm sheathed wire. All fastening hardware shall be **Fastener Style A**. DNA Climber shall be finished in **Mira-Cote**.

- **FOSSIL BLUFF WALL SYSTEM** shall be inclined rock walls designed for attachment to 5', 6'-6", or 8' decks and shall contain an arch entry enclosure. The climbing surface shall feature realistic shapes, dimensions and textures of a natural stone escarpment, and factory-assembled climbing stubs. The arch entry enclosure shall consist of a frame (top and inside support rails and arched upright) of **1" pipe** and vertical rungs within the frame of **3/4" x 1" oval tube**, all solid **welded**. For models that have the Nature Arch enclosure, enclosure shall comprise two top supports and arched upright of **1" pipe** solid **welded**. Brackets of 11 ga. galvanized sheet steel are stitch **welded** to the **1" pipe** frame. Boards of 1" x 5.5" recycled plastic and wood composite are fastened to the frame with **Fastener Style A** hardware. The panel shall be constructed of **Rockite**. The climbing stubs shall be constructed of molded sand and polyester resin mixture. The wall frame shall be constructed of **1-1/2" square tube**, solid **welded**. The fill block shall be constructed of 11 ga. **A-60 Galvannealed** sheet steel. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The clamps, enclosure and frame shall be finished in **Mira-Cote**. The fill block shall be

finished in Mira-Therm2 or Mira-Therm2 PE. The panel and climbing stubs shall have molded in color.

- **PHYSICS BUTTRESS CLIMBERS** shall be climbers that attach to a Kids' Choice deck post and shall include Buttress Ladder Climber, Buttress Hybrid Climber and Buttress Panel Climber. Buttress post shall be constructed of **5" tube, 11 ga.** and shall measure 153" in greatest height. Rung/Bracket shall be constructed of **1-1/4" tube, galvanized**, and shall be bent on a 33.7-degree radius. Two 1/4" holes shall be pre-drilled in rung for fastening to header support. Bracket for model #714-667-23 shall have two 9 ga. sheet tabs **welded** to it. Ladder shall be constructed of **1" pipe, Gator Grip**. Ladder shall measure 99-7/16" in height and 38-1/16" in width. Enclosure shall be constructed of **1" pipe, Gator Grip**. Enclosure shall measure 45-15/16" in height and 20-7/16" in width. Two 9 ga. sheet tabs shall be **welded** to bottom rung. Brackets shall be constructed of **1" pipe, Gator Grip**. Bottom bracket shall measure 38-1/6" in length with two 9 ga. sheet tabs **welded** to it. Middle brackets shall measure 28-5/16" and 36-11/16", both with four 9 ga. sheet tabs **welded** to them. Panels shall be constructed of **Mira-Lene**. Panels shall have irregular routed cutouts for climbing. Upper panel dimensions 38-3/4" x 24-11/16"; middle panel dimensions 34-9/16" x 33-11/16"; lower panel dimensions 34-9/16" x 35-5/8". All fastening hardware shall be **Fastener Style A**. Rung, Arch and Ladder shall be finished in **Mira-Cote**.
- **VINE CLIMBERS AND TWISTED VINE CLIMBERS** shall feature horizontal rungs on a vertical rail field-assembled to an arched entry deck enclosure. The rungs shall contain a routed leaf design and shall ascend the climber on opposite sides of the rail for Vine Climbers, or slightly offset to wind upward around the rail for Twisted Vine Climbers. The climber rail shall be constructed of **1-1/4" pipe, 10 ga.** with mounting plate support tubes of **1" tube solid welded** and mounting plates of 7 ga. galvanized also solid **welded**. Closing support stub ends shall be **plastic pipe plugs**. The rail's top end shall be swaged and shall have a threaded aluminum insert factory-installed. Leaf pads shall be constructed of **Mira-Lene** and routed with an oak leaf design. The arch enclosure assembly shall comprise top supports, an arched upright, and extension tube sleeve, all constructed of **1" pipe**, drilled, formed and mashed, and vertical rungs constructed of **3/4" x 1" oval tube**, all solid **welded**. Kids' Choice arch enclosure for split decks shall consist of top rails, a receiver tube, an arched upright and outer upright, which shall be constructed of **1" pipe**, drilled, formed and mashed, and vertical spokes which shall be constructed of **3/4" x 1" oval tube**. Tots' Choice enclosure shall comprise an arched upright constructed **1" pipe**, drilled, formed and mashed, receiver tube constructed of **1-1/4" pipe** and vertical and horizontal rungs constructed of **1" tube**, all solid welded. The enclosure assembly shall be solid welded. Enclosure shall measure 55" in width and 62" in height. The Nature Arch Enclosure shall comprise two top supports and arched upright of **1" pipe solid welded**. Brackets of 11 ga. galvanized sheet steel are **stitch welded** to the **1" pipe** frame. Boards of 1" x 5.5" recycled plastic and wood composite are fastened to the frame with **Fastener Style A** hardware. The sleeve support shall be constructed of **1-1/4" pipe, 10 ga.**, solid **welded** to the arch. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The climber rail with support tubes and mounting plates and arched entry enclosure shall be finished in **Mira-Cote**. The leaf pads shall have color molded in.
- **ELECTRONIC PANELS** shall be deck-mounting electronic activity panels are designed to enhance imagination and creative play. Panels play either music or animal noises to incorporate sound and learning into any playground theme. The panels shall be constructed of **Mira-Lene** with a design routed in the front and back. The rung brackets shall be constructed of **1" pipe** with bolting tabs of 11 ga. **A-60 Galvannealed** sheet, all solid **welded**. Each assembly shall contain three (3) "D" size alkaline batteries. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The rung brackets and clamps shall have a **Mira-Cote** finish.
- **HALF-PANELS** for below deck or freestanding installation shall feature two-color schemes, routed designs, and steering wheels, and when mounted at suggested heights, will permit wheelchair access. The Roller Racer models shall also feature an interactive ball game which user operates by turning a knob to raise and release enclosed balls into routed pathways (the balls then re-enter the lift mechanism). Half-panels shall be constructed of **Mira-Lene** with all corners rounded, measuring 36-1/2" x 15-1/2", except Calypso 2-Drum panel, which shall measure 36-1/2" x 20". Calypso 2-Drum panel shall also contain 2 rotational molded drums of low-density polyethylene resin. Each drum shall be attached to the panel through a cover plate constructed of 11 ga. galvanized sheet steel with a **Mira-Cote** Rung brackets shall be constructed of **1" pipe (except Tots' Choice models which shall be 1" tube)** with tabs of 11 ga. **A-60 Galvannealed** sheet, solid **welded**. The Roller Racer models shall be constructed as above and shall also have a clear polycarbonate cover fastened to enclose various contents. A black high-density polyethylene gear handle mounted outside the cover shall turn on a bronze bushing to drive a 1/4" thick polyethylene gear behind the cover, which shall carry 1/2" steel balls and release them in routed channels. The steering wheel shall be constructed of a high-density polyethylene produced from high performance, U.V. stabilized rotational molding grade resins with a comprehensive additive package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693 (b), D-638, D-790 and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance, and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection molded polypropylene which shall contain U.V. light stabilizers. Each assembly shall contain **Fastener Style A** hardware and **Versalok Fasteners**. Half-panels and steering wheels shall have molded-in color. Rung brackets and clamps shall have a **Mira-Cote** finish.
- **IMAGINATION PANELS** and Activity Panels shall be constructed of **Mira-Lene** and shall measure 36-1/2" x 40" with all corners rounded. The panels shall have routed designs, including themes of a space ship panel, general store counter, a barn wall panel, a barn door panel, a barn window panel, a bank teller window, a television front, a puppet stage, a window, a computer screen, a door, a park ranger, a fire truck, a police car, a train engine, a taxi cab, two airplanes (both containing two steering wheel assemblies, one also containing a clear polycarbonate window mechanically fastened to panel), a race car, an alphabet finger maze, an abstract finger maze, a calculator, a bus stop/bench, a rest stop/bench, jump height measurements for a 3' and 5' deck, a sign language alphabet, a Spanish-English translation, a Chinese-English translation, Braille alphabet with riddles, a drum panel, welcome and age appropriate messages, interconnected gears, gear-driven pistons, and sliding tiles. Rung brackets shall be constructed of **1" pipe** and 11 ga. **A-60 Galvannealed** tabs solid **welded (except Tots' Choice models which shall have brackets constructed of 1" tube and 11 ga. A-60 Galvannealed tabs solid welded.)** The star brackets for the space ship panel shall be constructed of 11 ga. HRPO steel and powder coat painted. The steering wheel(s) on vehicle themed panels shall be constructed of a high-density blow molded polyethylene produced from high performance, U.V. stabilized resins with a comprehensive additive package. These resins shall be

tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D- 638, D-790 and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection molded polypropylene which shall contain U.V. light stabilizers. The Piston panel and Gear panel each shall contain a clear polycarbonate cover mechanically fastened over sets of 1/4" thick gears (drive gears not covered by window). The gears shall be constructed of high-density polyethylene, which shall turn on nylon bushings, except for the black nylon handles and drive gears which shall turn on bronze bushings. The piston panel shall also contain connecting rod and piston shapes of 1/4" thick high-density polyethylene. The reverse side of both panels shall contain routed text and/or designs. The Sliding Tile panel shall contain 15 movable, tongue-and-groove tiles with routed numerals to be constructed of 1/4" thick high-density polyethylene. The panels and steering wheel shall have molded in color with each panel assembly having a laminated, two-color scheme. Calypso drum panel shall contain 3 rotational molded drums of low-density polyethylene resin. Each drum shall be attached to the panel through a cover plate constructed of 11 ga. galvanized steel sheet with a **Mira-Cote** finish. Each assembly shall include **Fastener Style A** hardware and **Versalok Fasteners**. Panels and steering wheels shall have color molded in, and rung brackets and clamps shall be finished in **Mira-Cote**.

- **ACTIVITY PANEL INSERTS** available for Kids' Choice, Tots' Choice and Tots' Choice Expansion. Inserts shall be constructed from a combination of 1/2" thick high-density polyethylene, 3/4" thick high-density polyethylene, 3/16" thick polycarbonate, linear low-density polyethylene caps and stainless-steel ball bearings. The inserts shall have interactive, sensory and inclusive play for kids of all abilities including funhouse insert, very buried insert, a-maze-ing insert, four-the-win insert, magical music insert, hypnotize insert and slide & solve insert.
- **SENSORY PANELS-BELOW DECK** available for Kids' Choice, Tots' Choice and Tots' Choice Expansion. These representational sensory panels, designed to enhance imagination and creative play, may be freestanding, clustered or below deck. The panel shall consist of a border plastic, plastic shape inserts and shape flanges all joined by double sided rivets. The rivets shall be aluminum. The border plastic shall be constructed of translucent colored polycarbonate. The insert plastic shall be constructed of translucent, colored and textured PETG. The shape flanges shall be constructed of 11ga. sheet steel flange. The frame shall be constructed of **Gator Grip**, 1" round tube and a 13ga. sheet steel flange all solid **welded**. The perforated panel shall be constructed of 11 ga. galvanized sheet. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The frame and shape frames shall have a **Mira-Cote** finish.
- **LOOKOUT TOWER/COMMAND POST** shall be curved deck extensions/overhangs and enclosure components for deck systems, designed to stimulate imaginative play. Panels for both models shall be constructed of **Rockite**, with wall thickness approximately 1/4", formed to extend the deck surface in a semi-circle (approximately 40" long with a radius of 9-7/16") and also formed to serve as an enclosure. The panels shall have four 3/8" threaded inserts factory-installed along bottom of deck edge and a top rung of 1" **pipe** inserted at the factory for field attachment to deck and posts respectively. The panels shall contain five 2" wide view slots evenly spaced, with all corners rounded. The steering wheel shall be constructed of a high-density blow-molded polyethylene produced from high performance, U.V. stabilized resins with a comprehensive additive package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D- 638, D-790 and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection-molded polypropylene which shall contain U.V. light stabilizers. All **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**, and hardware shall be **Fastener Style A**. The **Rockite** panel shall have color molded in. The top rung and **Versalok Fasteners** shall have a **Mira-Cote** finish.
- **MAGIC BALL POPPER PANEL** shall contain a clear bubble on one side and on the other a clear sheet and steering wheel which shall turn an internal paddle and a quantity of multi-colored balls. The Magic Ball Popper Panel shall be constructed of **Rockite** measuring 36" x 38" x 15" with all corners rounded. One side shall contain a clear bubble as described above. The other side shall contain a window of clear polycarbonate sheet. Both shall be fastened to the panel at the factory using tamper-proof screws and flat washers. The window shall hold a steering wheel constructed of H.D.P.E. Black with mounting bracket of hot rolled steel strip, which shall drive a shaft of zinc coated cold finished steel round to be mounted to the bubble, facilitating turns of a paddle device of polyethylene inside the assembly. The paddle shall contain two 4" holes allowing for stirring, spinning, balancing and passage of 3" diameter polyurethane balls of several colors. All hardware shall be **Fastener Style A**. All **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. The panels shall have molded-in color. The enclosure uprights and **Versalok Fasteners** shall have a **Mira-Cote** finish.
- **OBSERVATION DECKS** shall each consist of a curved deck extension and a curved deck enclosure designed to enhance imaginative play. Model # 714-849-A is designed to be used with vertical climbing attachments. Model # 714-849-6 features an extended steering wheel attached to enclosure crossbars to be more easily grasped by wheelchair-bound users. The platform shall be constructed with 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The frame shall be constructed by folding edges to form 3" tall walls and shall be supported by solid **welded** supports of 1/4" x 1-1/2" flat steel. The platform shall be approximately 40" long with a radius of 9-7/16". The enclosure shall consist of enclosure rails, uprights, and two center stubs which shall support the bottom rail. The enclosure rails shall be constructed of 3/4" x 1" **oval tube**. The uprights shall be constructed of 1-1/4" **tube**, mashed on both ends. The top and bottom rails shall be constructed of 1-1/4" **tube**. The arch for Model # 714-849-A shall be constructed of 1-1/4" **tube**. The entire assembly shall be solid **welded**. The mounting bracket shall be 11 ga. **A-60 Galvannealed** sheet steel **welded** to the wall enclosure. The steering wheel shall be constructed of a high-density blow-molded polyethylene produced from high performance, U.V. stabilized resins with a comprehensive additive package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D- 638, D-790 and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection-molded polypropylene which shall contain U.V. light stabilizers. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware.

- **ROCKITE BUBBLE PANEL/ROCKITE PANEL WITH HOLE/VIEW GROOVE PANEL/30 DEGREE LOOK-OUT PANEL** shall be constructed of **Rockite** with all corners rounded. The 30-degree Look-Out panel shall have a molded in 30-degree extension. The enclosure shall consist of uprights and support bars, all constructed of **1" pipe**, drilled and formed (*except Tots' Choice models which shall have an enclosure consisting of a top rail of 1" tube with two tabs and two brackets of 11 ga. galvanized sheet, solid welded*). The bubble shall be vacuum formed from clear polycarbonate sheet. The spherical bubble shall measure 24" in diameter and shall be attached to the panel in the factory using tamper proof screws and flat washers. The view groove panel shall have six 2" view slots evenly spaced at 5-1/4" with slant of 20 degrees from vertical. Horizontal rungs shall have a **Mira-Cote** finish. **Rockite** panels shall have color molded in.
- **STEEL PANELS** shall be durable above or below deck components designed to enhance imaginative play. All assemblies shall comprise **1" pipe**, **Gator Grip** rungs and panels composed of 11 ga. sheet, laser cut. Above deck Ocean Play, Butterfly, Moon, Eagle Family, and Wilderness Flock shall measure 33-5/8" x 36". Above deck Window panel, Steel Steering Wheel panel and KC and TCX Tic Tac Toe Panel shall measure 41-1/6" x 41-1/2". Above Deck TC Tic Tac Toe Panel shall measure 40-11/16" in height and 37" in width. Below deck Window panel and Steel Steering Wheel panel shall measure 41-1/2" in width and 36-1/4" in length. Below deck Door panel shall measure 41-1/2" x 36-1/4" for KC and TCX, and 37" x 37-1/2" for TC and Tots' Choice for Toddlers. Below deck Counter panel shall measure 41-1/2" x 18-1/16" for KC and TCX, and 37" x 18-1/16" for TC and Tots' Choice for Toddlers. Below deck Valance shall measure 41-1/2" x 12-1/16" for KC and TCX, and 37" x 12-1/16" for TC. Below deck Tic Tac Toe Panel shall measure 37-5/16" in width and 36-1/4" in height for KC and TCX. Below deck Tic Tac Toe Panel for TC shall measure 37" in width and 37-1/2" in height. Steering wheel and knob for Steel Steering Wheel panel shall be constructed of aluminum. Tic Tac Toe Cylinders shall be constructed of cast aluminum with etched "x's" and "o's". Cylinders will attach to panel via an axle constructed of 1" OD x 14 ga. tube, A-60 with stainless steel hardware and plastic spacers. The assemblies shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The rungs, clamps and steel panels shall have a **Mira-Cote** finish. The lemons, name plate, counter top and panel plastic shall be **Mira-Lene**. A fiberglass embedded, gloss finish, 0.125" thick sign with ALSF Branding shall be affixed to the Alex's Lemonade Stand Panel with stainless steel fasteners.
- **CUPOLA FOR HEPTAGON ROOF** shall be designed to cap the open top of standard "Roof for Heptagon Decks" models. Model # 714-862-7CF shall feature a flag pole with mounting brackets for a customer-provided flag (24" maximum height). The peaked cupola roof top halves, when fastened together, shall measure 36-1/4" O.D. by 13-3/4" high with a 54-degree slope. Each half shall be constructed of 14 ga. HRPO black, perforated with 3/16" holes spaced 1/2" apart center-to-center in a staggered pattern, and shall be punched and **solid welded**. The soffit shall measure 33" O.D. (after bending to create bolting tabs on perimeter) with an 18" I.D. opening, and shall be constructed of 11 ga. sheet, punched and formed, with 3/8" weldnuts on its bottom side. Extension trusses each shall comprise a receiver of 4.6875" O.D. by 0.188" thick tube with flange of 11 ga. **A-60 Galvannealed** sheet **solid welded** to a stub of **1-1/2" pipe** capped by a 1-3/4" by 3/8" thick CRS threaded insert. The interior wall shall be constructed of 24 ga. 304 SS sheet measuring 9-1/4" high by 69-5/8" wide (laid flat), punched and formed. The flag pole mounting plate shall comprise an 8" high receiver of **2" Sch 40 pipe** with 3/8" weldnuts and gussets of 11 ga. black sheet on a 21-1/4" O.D. plate of 7 ga. black, all **solid welded**. The 72" flag pole shall be constructed of **1-1/2" pipe** with cross plates of 7 ga. black sheet, formed and punched, **welded** to its top end and links of **4/0 straight link coil chain** **solid welded** to its side. When assembled, the top of the flag pole shall extend approximately 65-1/2" above the cupola's peak. The assembly shall contain **Fastener Style A** hardware and **Fastener Style B** hardware. The cupola top, soffit, extension trusses, flag pole, and flag pole mounting plate shall be finished in **Mira-Cote**. The interior wall shall have a stainless-steel finish.
- **CUPOLA FOR HEX ROOF** shall be designed to cap the open top of standard "Roof for Hexagon Deck" models. Model # 714-862-6CF shall feature a flag pole with mounting brackets for a customer-provided flag (24" maximum height). The hexagonal, peaked cupola roof top halves, when fastened together, shall measure 31-5/8" wide by 13-1/2" high with a 51-degree slope. Each half shall be constructed of 14 ga. HRPO black, perforated with 3/16" holes spaced 1/2" apart center-to-center in a staggered pattern, and shall be punched and **solid welded**. The hexagonal soffit shall measure 31-1/2" O.D. (after bending to create bolting tabs on perimeter) with a 15" I.D. opening, and shall be constructed of 11 ga. sheet, plasma cut and formed, with 3/8" weldnuts on its bottom side. Extension trusses each shall comprise a receiver of 4-11/16" O.D. by 3/16" thick tube with flange of 11 ga. **A-60 Galvannealed** sheet **solid welded** to a stub of **1-1/2" pipe** capped by a 1-3/4" O.D. by 3/8" thick CRS threaded insert. Interior wall shall be constructed of 24 ga. 304 SS sheet and shall measure 9-1/4" high by 76-15/16" wide (laid flat), punched and formed. The flag pole mounting plate shall comprise an 8" high receiver of **2" Sch 40 pipe** with 3/8" weldnuts and gussets of 11 ga. black sheet on a 19" O.D. plate of 7 ga. black, all **solid welded**. The 72" flag pole shall be constructed of **1-1/2" pipe** with cross plates of 7 ga. black sheet, formed and punched, **welded** to its top end and links of **4/0 straight link coil chain** **solid welded** to its side. When assembled, the top of the flag pole shall extend approximately 65-1/2" above the cupola's peak. The assembly shall contain **Fastener Style A** hardware. Cupola top, soffit, extension trusses, flag pole, and flag pole mounting plate shall be finished in **Mira-Cote**. The interior wall shall have a stainless-steel finish.
- **ROOFS WITH PERF STEEL, RECYCLED PLASTIC OR HYBRID PANELS** with open tops for square, pentagon, heptagon hexagon and octagon decks shall offer superior durability in most environmental conditions. The steel roof panels shall be constructed of 16 ga. **A-60 Galvannealed** sheet perforated with 3/16" holes in a pattern, with a formed "lip" at the panel's top edge to provide additional stability during installation. A length of **1" pipe** shall be **welded** to the panel bottom. The recycled roof panels shall be constructed of 100% post consumer recycled plastic and approximately 3/4" thick. A panel mount formed of 11 ga. **G-90 galvanized** shall be field assembled to trusses and roof panels. Roof truss assemblies shall be constructed of a roof mount stub of either **5" tube** for Kids' Choice or **3-1/2" tube**, **13 ga.** for Tots' Choice Expansion, **solid welded** at a 54-degree angle to truss of **5" tube** containing bolting tabs on both sides of 11 ga. **G-90 galvanized**. **5" round end caps** shall close open ends of trusses. All hardware shall be **Fastener Style A**. The steel roof panels and trusses shall have a **Mira-Cote** finish. The recycled panels shall have a natural finish. The panel mounts shall have a galvanized finish. Note that a hybrid model (with alternating recycled plastic and perf steel roof panels) is not available for heptagon or pentagon decks due to the odd number of panels.
- **AVALANCHE SLIDE** is designed to provide ADA slide access to children of all abilities. The barrier shall comprise a frame with uprights and rungs of 1.315" O.D. x 14 ga. galvanized, embossed tubing, fully **welded**. Brackets of 11 ga. galvanized sheet steel are stitch **welded** to the tubing to complete the frame. Top Barrier shall be **Mira-Therm**.

The barrier shall comprise a frame with uprights and rungs of 1.315" O.D. x 14 ga. galvanized, embossed tubing, fully **welded**. Brackets of 11 ga. galvanized sheet steel are stitch **welded** to the tubing to complete the frame. Top Barrier shall be **Mira-Therm**. Mesh shall be constructed of galvanized **welded** wire, 0.224" dia. Legs shall comprise a support and a foot. Support tube shall be constructed of RDTB ILG 42.2 mm x 2.3 mm **welded** to a vertical constructed of RDTB ILG 33.4 mm x 3 mm. Foot shall be mached on one end and constructed of RDTB ILG 33.4 mm x 2.3 mm. Slide shall be constructed of **Rockite** and shall feature 3 graduating slide bedways. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The frame and clamps shall have a **Mira-Cote** finish. The Top Barrier shall be available in **Mira-Therm** finishes.

- **BUMP AND GLIDE SLIDES** shall be double bedway, **Rockite** slides available for 4' and 5' decks, with one bedway mogul-style and the other groove-style. Each slide shall be constructed of **Rockite** with threaded fasteners incorporated for assembly. The dimensions shall be: bedway width, 16-1/4"; outside overall, 40"; inside rail width, 1-1/4"; outside rail widths, 1-1/2"; top of bedway to top of rail, 7-1/2" to 8-1/2"; bedway thickness, 4-1/2" to 5-1/2", and bedway length, approximately 8' (714-728-4) and 10' (714-728-5). The front and middle legs shall each consist of an upright and a top. The upright shall be constructed of **2-3/8" tube, 12 ga.** with a 1-1/4" x 3-1/4" channel top constructed of 11 ga. sheet, **welded** to the upright in a "T" configuration. The canopy shall be constructed of **Rockite** with threaded fasteners incorporated for assembly. The canopy shall have an inside width of 39" and an outside width of 44" and shall be slanted at 37 degrees. It shall be field attached to the posts via clamps and a 41-1/2" rung of **1" pipe**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** slide and canopy shall have color molded in. The legs, rung, and clamps shall have a **Mira-Cote** finish.

- **CHAMELEON II SLIDE SYSTEM** shall feature interchangeable bedway sections to present maximum versatility in design configuration. The componentized, open bedway slide assembly may be attached to 2'-6" - 8' decks. The bedway sections, entry panel and exit section shall be constructed of double wall **Rockite** with a 18" bedway and 13-3/4" high sidewalls. The entry panel shall be supported by a rung of **1" pipe**. The "T" front leg shall be constructed of 1.5" X 16 ga. **square tube** and a bracket of 7 ga. galvanized sheet steel. Support legs shall be constructed of 1.66 OD x 13 ga. tube and a mounting bracket of 7 ga. sheet, solid **welded**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The rung, front leg, support legs and leg brackets shall have a **Mira-Cote** finish. The **Rockite** slide sections shall have color molded in.

- **CHAMELEON II MULTI-ENTRY SLIDES** feature interchangeable bedway sections to present maximum versatility in design configuration. The componentized, open bedway slide assembly may be attached to 2'-6" - 8'-6" decks. The bedway sections, entry panel and exit section shall be constructed of double wall **Rockite** with a 18" bedway and 13-3/4" high sidewalls. The entry panel shall be supported by a rung of **1" pipe**. The front leg shall be constructed of 1.5" X 16 ga. **square tube** and a bracket of 7 ga. galvanized sheet steel. Support legs shall be constructed of 1.66 OD x 13 ga. tube and a mounting bracket of 7 ga. sheet, solid **welded**. Shall be constructed of 7 ga. galvanized sheet steel, solid **welded**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The rung, front leg, support legs and leg brackets shall have a **Mira-Cote** finish. The **Rockite** slide sections shall have color molded in.

- **CHAMELEON II SPIRAL SLIDES** shall feature narrower canopy and bedway sections and can be attached to 8' and 9' decks. The bedway sections, entry panel and exit section shall be constructed of double wall **Rockite**. Enclosure shall be constructed of 3/4" x 1" x 15 ga tube and 3 mm galvanized sheet. The front leg shall be constructed of 1.5" X 16 ga. **square tube** and a bracket of 7 ga. galvanized sheet steel. Support legs shall be constructed of 1.66 OD x 13 ga. tube and a mounting bracket of 7 ga. sheet, solid **welded**. Shall be constructed of 7 ga. galvanized sheet steel, solid **welded**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The rung, front leg, enclosure supports, support legs and leg brackets shall have a **Mira-Cote** finish. The **Rockite** slide sections shall have color molded in.

- **CHAMELEON II VORTEX SLIDES** feature interchangeable bedway sections to present maximum versatility in design configuration. The componentized, open bedway slide assembly may be attached to 2'-6" - 8'-6" decks. The bedway sections, entry panel and exit section shall be constructed of double wall **Rockite** with a 18" bedway and 13-3/4" high sidewalls. The entry panel shall be supported by a rung of **1" pipe**. The front leg shall be constructed of 1.5" X 16 ga. **square tube** and a bracket of 7 ga. galvanized sheet steel. Support legs shall be constructed of 1.66 OD x 13 ga. tube and a mounting bracket of 7 ga. sheet, solid **welded**. Shall be constructed of 7 ga. galvanized sheet steel, solid **welded**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The rung, front leg, support legs and leg brackets shall have a **Mira-Cote** finish. The **Rockite** slide sections shall have color molded in.

- **ROCKITE SKI SLIDE** shall be constructed of **Rockite** with aluminum bolting plates incorporated internally for securing the legs and in the end connecting to the deck. Models for 2' decks shall have bedways approximately 4' long; models for 3' decks shall have bedways approximately 5' long. The dimensions shall be: bedway width 31-3/4", outside overall 38", rail width 3-1/8", top of bedway to top of rail 4-1/2", and bedway thickness shall be 2". The front "T" leg shall consist of an upright and a top. The upright shall be constructed of **2-3/8" tube, 12 ga.** with a 1-1/4" x 3-1/4" channel top constructed of 11 ga. sheet, **welded** to the upright in a "T" configuration. The handhold assembly shall be constructed of **1" pipe** measuring 29" long center to center (*except Tot's Choice models which shall be constructed of 1" tube.*) (*Instead of a handhold assembly, Model # 718-874 shall contain a canopy constructed of Rockite, with an inside width of 39" and an outside width of 44". The canopy hood shall be slanted at 37 degrees. A 37" top rail of 1" pipe shall be used in the field to attach the canopy to clamps on posts.*) The **Rockite** slide (and canopy when applicable) shall have color molded in. The legs, clamps, rung and handhold shall have a **Mira-Cote** finish.

- **ROLLER SLIDE** shall be designed for 5' deck heights only. Roller Slide shall have 5" high side rails, 30" wide sliding surface, 31" overall width and 120 approximate overall length. The side rails shall be constructed of 3/8" 6061 aluminum plate with 5/8" diameter 6061 aluminum rod top rail. The top fill-in plate shall be constructed of 3/8" 6061 aluminum plate. The rollers shall be 1-1/2" diameter 6061 aluminum tubes and 29-7/8" long with sealed ball bearings installed in both ends. The deck enclosure shall consist of two arched top rails with left and right vertical handholds, curved at the bottom, all constructed of 1" pipe and a left and right infill upright of 1" tube, all solid welded. Front leg shall be constructed of two vertical 1-5/8" tube, 10 ga. and a horizontal 1-1/2" pipe, solid welded. Assembly shall contain Versalok Fasteners and Fastener Style A hardware. The side rails, deck enclosure and front leg shall have a Mira-Cote finish. The rollers and top fill-in plate shall have a Mira-Therm2 PE coating.

- **SCALE-N-SLIDE** may be utilized in either of two ways: as a challenging ground-to-deck climber, or as a thrilling, rapid-descent, open bedway slide. It shall be attached to 8' decks only. The slide model shall feature a sit-down transitional canopy for added safety, while the climber model contains an arch entry enclosure. The one-piece slide/climber shall be constructed of double-wall Rockite with each wall being 1/4" to 3/8" thick. The body shall measure approximately 15' long by 3' wide. Total thickness of the body shall be approximately 13" to 18". The slide bedway shall measure approximately 17-3/4" wide by 6-3/4" deep. The slide/climber shall weigh approximately 170 lbs. The slide canopy shall be constructed of double-wall Rockite with an inside width of 18" and an outside width of 37-1/4". The canopy hood shall be slanted 20 degrees. A 41-1/2" rung of 1" pipe shall be used for field attachment to clamps on deck posts. The climber's arch entry enclosure shall consist of top and bottom supports and an arched upright of 1" pipe, drilled, formed and mashed, and vertical rungs of 1" tube, all solid welded. The front leg shall include a segment of 2-3/8" tube, 12 ga., a mounting plate of 11 ga. galvanized, and a bracket constructed of 1/2" x 1-1/2" HR round, solid welded. Legs for the slide assembly shall be constructed of formed 1-1/2" tube with drilled mounting plates of 16 ga. galvanized solid welded. Handrails/legs for the climber assembly shall be constructed of formed 1-1/4" pipe with threaded steel inserts in their top ends, and welded stubs of 1-1/4" pipe with mounting plates of 11 ga. A-60 Galvannealed. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The slide/climber and canopy shall have color molded in. The arch enclosure, rung, front leg, support legs and clamps shall have a Mira-Cote finish.

- **MIRA-THERM2 ATA STAIRS BETWEEN DECKS** shall be stair assemblies, with spoked or open handrails, designed to connect decks of different heights. The steps shall be constructed of 7 ga. steel stringers with treads constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, solid welded, with polyvinyl coating. The braces shall be constructed of 11 ga. black. The spoked handrails shall consist of a top and bottom rail and newel post, all of 1" pipe, and uprights constructed of 3/4" x 1" oval tube, all solid welded, with plastic pipe plugs inserted in open ends. Top rails shall have 3/8" aluminum inserts. The open handrails shall consist of a top and bottom rail and newel post of 1" pipe, all solid welded, with plastic pipe plugs inserted in open ends. Top rails shall have 3/8" aluminum inserts. The top deck enclosure shall consist of enclosure rails and an upright, both to be constructed of 1" pipe, drilled and solid welded, with one end of upright mashed for field attachment to deck. The bottom deck enclosure shall consist of horizontal rails and an upright of 1" pipe, drilled and solid welded, and a spoke upright of 3/4" x 1" oval tube. The upright shall be mashed on one end for field attachment to deck. Inserted in open ends will be plastic pipe plugs. The assembly shall include Fastener Style A hardware and Versalok Fasteners. The step assemblies shall be finished in Mira-Therm2 or Mira-Therm2 PE. The deck enclosures, handrails, and clamps shall be finished in Mira-Cote.

- **ALTA-GLIDE INCLUSIVE GLIDER** is a swaying, wheelchair-accessible glider. Mechanism shall comprise a shaft weldment constructed of 18-8 stainless steel, rubber flex axles, bearings constructed of McMaster Carr part #5968K75 or equivalent, lock collars constructed of A283 steel grade C, guide blocks constructed of MDS filled nylon, wheels constructed of McMaster Carr part #9949T77 or equivalent. Base shall comprise gussets and base ground and vertical plates constructed of 3/8" plate, channels constructed of 6" x 13 # ASTM A-36, adaptor plate constructed of 7 ga. sheet, carriage containment brackets, guides and gusses constructed of 3/8" plate, base tubes constructed of SQTB HR 51 x 51 x 3, carriage tubes constructed of SQTB HR 51 x 51 x 3, mounting brackets constructed of SHST GAL 4.5 mm, flex axle holders and keepers constructed of 3/8" plate, gusset carriages and swing arms constructed of 1/2" HR ASTM A-36, arm stops constructed of 3/8" plates with an anchor head pin constructed of bar round .50" dia. ASTM A-36. Frame halves shall comprise tabs and half joiners constructed of SHST GAL 4.5 mm, rocker plates constructed of 3/8" plate, spacers constructed of 1.5" x 12 ga., spacer weldnuts, seat mount braces, end braces, skirt runners and main runners constructed of SQTB ILG 1.5" x 12 ga. Tabs shall be constructed of SHST GAL 4.6 mm. Decks shall be constructed of SHST HR 2.3 mm. Bench seats shall be constructed of SHST HR 2.3 mm. C springs shall be constructed of 1/2" spring steel. Back brace shall be constructed of plate HR 3/8". Frame shall comprise aluminum 3.5" post caps, entry and rear handles constructed of RDTB ILG 33.4 mm x 3 mm, swage sleeves, rear posts, front posts and upper rails constructed of RDTB ILG 88.9 mm x 3 mm. Outer frame middle shall comprise tabs constructed of 4.5 mm ga. sheet, handhold fillers constructed of 2.3 mm ga. sheet, handholds and middle handle constructed of RDTB ILG 33.4 mm x 3 mm, and middle joiner constructed of RDTB ILG 88.9 mm x 3 mm. Walls shall be constructed of sheet HDPE 1/2". Panel shall be constructed of SHST GAL 3 mm. Wall trim shall be constructed of SHST GAL 2.3 mm. Skirts shall be constructed of sheet HDPE 1/2". Skirt corners shall be constructed of SHST GAL 4.5 mm. Legs shall be constructed of RDTB ILG 88.9 x 3 and a mounting plate constructed of 3/8" plate. Deck braces shall comprise a brace plate constructed of 3 mm ga. sheet and deck braces constructed of RDTB ILG 42.2 mm x 3 mm. Transfer deck shall comprise tabs constructed of 7 ga. black sheet, deck corners constructed of 7 ga. sheet x 48 x 120 black HR CQ, and deck constructed of sheet HR3 mm. Posts shall be constructed of 3-1/2" tube, 11 ga. with a 3-1/2" post cap pressed into the top end. Decks, transfer Deck and bench seats shall be Mira-Cote. Wall trim and frames shall be Mira-Therm. Panels shall be gray Mira-Lene. C-Springs shall be black.

- **BONGO BRIDGES** shall be designed to enter/exit 2' or lower deck systems, either as a bridge between decks, a ground-to-deck "stair," or as a freestanding assembly with no decks. When installed as a bridge, pods may be installed at ascending/descending heights or all level but should follow a straight course between decks. Freestanding pods may ascend and descend and may follow any course so long as pods are set 7" to 9" edge-to-edge. Pods may also be clustered and installed flush with each other to create a table, seats, small climber, etc. Regardless of layout and design, pod steps top surface may be set no greater than 24" from finished grade. Note: If designing as bridge between 2'-0" decks intended for 2 to 5-year-old users, deck enclosures Model # 714-813-5 must be installed on each deck, which shall be sold separately. Each pod step shall be constructed of Rockite and shall contain a honeycomb textured, hex-shaped top surface measuring approximately 16" diameter. Pod steps shall measure 12" high without posts. Posts shall be constructed of 1-1/2" pipe with a 5-7/8" diameter mounting plate of 11 ga. G-90 galvanized solid welded to the posts. Post lengths shall be 38-5/16" before field assembly to pods. Overall assembled length shall be 42". All fasteners shall be Fastener Style A. The Rockite pod steps shall have color molded in. The posts shall be finished in Mira-Cote.

- **FENCE SYSTEM** shall be some of combination of fence posts, 4' x 36-5/8" tall fence sections, 8' x 36-5/8" tall fence sections, and/or archways, offering virtually limitless configuration possibilities. The fence system components shall meet structural integrity, protrusion, and entrapment guidelines set forth by ASTM, CPSC, and CSA for like components. This fence system shall not be considered playground equipment, and protective surfacing to 6' around the fence shall not be required. However, this shall not permit the exclusion of protective surfacing which is required for playground equipment whose 6' protective surfacing area may intersect that of the fence. The fence sections shall consist of a **welded** assembly handrail system with a top and bottom rail constructed of **1" pipe**, and infill, which shall consist of uprights constructed of **1" tube**. The archway shall be a single piece, "U" shaped component constructed of **5" tube**, measuring 4' from leg center to leg center. Model # 714-555 shall be constructed of **5" tube, 11 ga.** with a **5" round end cap** pressed into its top end. Model # 714-555-2 shall be constructed of **5" aluminum tube** with a **5" round end cap** pressed into its top end. Model # 714-555-3 shall be constructed of **5" tube** with a **5" round end cap** pressed into its top end. The fence system shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The fence sections, posts, archway, and clamps shall have a **Mira-Cote** finish.

- **WAVE BARRIERS** are designed to provide fall protection on Kids' Choice Deck systems. The barrier shall comprise a frame with uprights and rungs of 1.315" O.D. x 14 ga. galvanized, embossed tubing, fully **welded**. Brackets of 11 ga. galvanized sheet steel are stitch **welded** to the tubing to complete the frame. Top Barrier shall be **Mira-Therm**. The barrier shall comprise a frame with uprights and rungs of 1.315" O.D. x 14 ga. galvanized, embossed tubing, fully **welded**. Brackets of 11 ga. galvanized sheet steel are stitch **welded** to the tubing to complete the frame. Top Barrier shall be **Mira-Therm**. Mesh shall be constructed of galvanized **welded** wire, 0.224" dia. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The frame and clamps shall have a **Mira-Cote** finish. The Top Barrier shall be available in **Mira-Therm** finishes.

- **CYCLO CONE** shall be freestanding climbers comprising of interlinked nylon ropes anchored to the center post and steel tubing. 5" bearing wedge shall be fabricated from mild grade carbon steel made from either 1018, A36 or 1215 and finished with a zinc plating. Assembly - Cone Spinner Bearing shall be an assembly fabricated of **5" tube, 7 ga.** galvanized steel tubing; bearing unit shall be 4340 annealed steel and bearing post support fabricated from carbon steel and finished in zinc plating. Bearing Cover Casting cast of regular 319 (319.0-F) aluminum. ASTM Specifications: B-26. Federal. Specifications: QQ-A-601. Cone Spinner Net shall be manufactured of 16 mm rope with aluminum connectors. Frame shall be an all **welded** assembly fabricated from **1-7/8" tube, 13 ga.** galvanized steel tubing and 7GA. zinc plated black sheet steel. Finished with **Mira-Cote**. Plastic panel shall be fabricated from colored marine grade, .75" high density polyethylene and machined with a nonskid surface. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D1822 (Tensile Impact) D-746 (Brittleness), D-1525 (Softening Point). Plate shall be fabricated from 8GA. galvanized hot rolled flat steel. Finished with **Mira-Cote**. Post shall be fabricated from **5" tube, 11 ga.** galvanized steel tubing, finished with **Mira-Cote**. Material shall be 1010 - 1026 low carbon steel per ASTM A513. All fastening hardware shall be **Fastener Style A**. Finishes shall be in **Mira-Cote**.

- **BELL, POST MOUNT** shall be designed to provide noisy, imaginative play to any pre-existing deck post. The Bell Assembly shall consist of a Bell, A Bell Support, a 6-link Chain, and eyebolt, and **Fastener Style A** hardware. The Bell shall be constructed of **A-60 Galvannealed**. The Bell Support shall be constructed of **1" pipe, Gator Grip**. The Bell Chain shall be constructed of **4/0 straight link coil chain**. The Bell shall have a **Mira-Cote** finish.

- **CONCERTO** is a line of outdoor musical equipment that allows children of all abilities to experience the joy and benefits of making music. Designed at a more accessible angle and height, these instruments can be played comfortably by all kids, including those with mobility devices. Note: Chimes and Vibes must be installed OUTSIDE of the playground area in regions that follow CSA certification; chimes and vibes that are installed INSIDE of the playground area in regions that follow CSA certification, mallets **must not** be installed. This is in order to meet playground compliance since there are several issues with the instruments using mallets that will not meet the guidelines. Weldments shall be galvanized 14 ga. sheet; Galvanized 3mm sheet; 3/8" black sheet zinc plated; 1/4" black plated; and Galvanized 2" pipe. Plastic Panels shall be 1/2" and 3/4" HDPE (high density polyethylene) sheets - Cabasas - Vibes. Hardware shall be 18-8 Stainless Steel, Tamper resistant - All Components. Coating shall be super durable, electrostatically applied powder coat - All Components. Steel Posts shall be 5.00" OD x 11 gauge galvanized steel tubing - Congas post: 3.50" OD x 13 gauge galvanized steel tubing or 3.500" OD x 11 gauge galvanized steel tubing - Tall Chimes frame - Vibes post - Cabasas post. Aluminum shall be 6063 Aluminum - Chimes. Congas shall be ABS plastic. Post Caps shall be aluminum.

- **SADDLE SEAT** shall be an amazing spinning component that supports the principles of inertia by keeping kids spinning merely by use of body weight. Entire assembly shall measure 66 5/8" in height, 18 5/8" in width and 16 13/16" in length. The Seat shall be constructed of rotomolded **Rockite** which shall be contoured for comfort and include water drain holes. Hand grips shall be molded into the sides. Post Assembly parts - spindle shaft shall be fully **welded** to a spacer constructed of 3/8" A36 hot rolled steel plate, which shall be fully **welded** to a post constructed of 3 1/2" x 13 ga. galvanized steel tubing. A base plate of 11 ga. galvanized sheet steel shall be **welded** to the bottom of the post to facilitate installation and retain the post in the concrete footing. Model 945-1 post assembly shall have a 10° bend. Hub Spindle assembly shall comprise a 2,500 lb. capacity industrial trailer hub with tapered roller bearings. Bearings shall be packed with grease prior to assembly and protected against contaminants through an elastomeric seal around spindle shaft. All fastening hardware shall be **Fastener Style A**. The **Rockite** seat shall have color molded in. The post assembly and exposed hub surfaces shall be finished in **Mira-Cote**.

- **WELCOME SIGN** The Welcome Sign displays the age range of intended users in English, French Canadian/English (CSA) and Spanish with single or

doubled sided posts. Sign posts, each, shall be constructed of **3-1/2" tube, 13 ga.**, 1-5/8" tube and plate of 12ga. **A-60 Galvannealed** sheet and solid **welded**. The sign panel shall be a fiberglass embedment sign with an approximate graphics area of 23" and approx. 0.09" thick. This sign will have a tensile strength of 12,000 psi, a compressive strength of 20,000 psi, a flexural strength of 18,000 psi, an impact strength of 6 ft.lbs/inch notch, a barcol hardness of 50 and a modulus of elasticity of 2,000,000 psi. The sign shall have an excellent resistance to mild acids, a fair resistance to alkalis and an excellent resistance to solvents. The assembly shall contain **Fastener Style A** hardware. Sign posts shall have a **Mira-Cote** finish.

- **STEERING WHEEL, POST MOUNT** shall be designed to provide driving stimulation on any pre-existing deck post. The steering wheel shall be constructed of a high-density blow-molded polyethylene produced from high performance, U.V. stabilized resins with a comprehensive additive package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D- 638, D-790 and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection-molded polypropylene which shall contain U.V. light stabilizers. The Steering Column shall be constructed of **2-3/8" tube, 12 ga.** The assembly shall contain **Fastener Style A** hardware. The Steering Column shall have a **Mira-Cote** finish.

- **SURFER** shall be a bouncing, wobbling coil spring component that encourages children to develop imagination, balance and motor skills while "surfing" the waves. The rider body shall consist of a **Rockite** mold measuring 24-7/8" in length, 16-1/4" in width and 6-11/16" in height. Surfer shall have 5 pre-drilled 7/16" bolt holes and one 9/16" vent hole in its center. Surfer's top surface shall have a criss-cross tread design etched into the **Rockite** to deter slipping. The coils spring shall be 3/4" steel wire, consisting of eight 5-1/2" O.D. coils, with a free height of approximately 13". The coil spring shall have a spring rate of 650 lbs./inch and shall be secured to the base plates by Spiral-Loks constructed of cast iron. Bolting Board Plate shall be constructed of 1/4" black ASTM-36 sheet pre-drilled with five 7/16" bolt holes and one 9/16" vent hole, and a center 'keyhole' to lock in carriage bolt during installation. Bolting Spring Plate shall be constructed of 1/4" black ASTM-36 sheet predrilled with three 11/32" inch holes, one 9/16" vent hole, and overlapping center "keyholes" to lock in carriage bolts during installation. A bolting pin shall be solid **welded** to bolting spring plate and shall measure 2" in length. The base weldment shall comprise an anchor plate of 1/8" x 2" flat sheet, a top plate of 1/4" black sheet, and a center tube constructed of **5" tube**, all solid **welded**. All fastening hardware shall be **Fastener Style A**. The **Rockite** body shall have color molded in. The coil spring and Spira-Loks shall be finished in **Mira-Cote**. Bolting plates are zinc plated.

- **TEN SPIN** shall be an ADA merry-go-round type component that allows 10 children to play at one time. Ten Spin body shall be constructed of low density, 1/4" wall polyethylene. Body shall have an 86" diameter and measure 40" in height. Body shall have five (5) indentations to allow children with disabilities to sit/recline, and five (5) indentations for children to stand around outer edges. Rotomold shall have molded in footgrips to reduce slips. Body shall be pre-assembled with upper and lower ball bearings mounted into laminated sheet, HDPE 3/4" thick, with bottom cover constructed of 11 ga. sheet, A-60. Post assembly shall comprise a top friction plate, half bottom friction plate, post weldment, spring, half bottom cover plate and connector stub. Top friction plate, half bottom friction plate and half bottom cover plate shall be constructed of laminated sheet, HDPE, 3/4" thick. Post weldment shall comprise a post bottom, post shaft, bottom post plate and post friction plate. Post bottom shall be constructed of **5" tube, 11 ga.**, post shaft will be constructed of round, 2-3/4" OD CRR 1018, and bottom post plate and post friction plate shall be constructed of 3/8" black sheet, ASTM A-36. Spring shall measure 3/4" OD x 2" long. Connector stub shall comprise a 1.31 5" OD, 14 ga. smooth tube, pipe plug and 3/8-16 aluminum insert. Entire post assembly shall measure 116-7/8" in height. Tube shall be constructed of **5" tube, 11 ga.** and 1/2" black sheet, ASTM A-36. Wheel-Spin shall be constructed of low density, 1/4" wall polyethylene and shall measure 35-1/2" in diameter by 4" high. Handgrips shall be constructed of an 11 ga. sheet, A-60 plate with solid **welded** grips constructed of **Gator Grip**. Entire assembly shall measure 7" in height and 3-3/8" in width. All fastening hardware shall be **Fastener Style A**. Ten Spin shall be finished in **Rockite** and Post in **Mira-Cote**.

- **PHYSICS REFLEX** shall be a flexible balance challenge. Footing post shall consist of a 3-1/2" x 13 ga. galvanized tube fully **welded** to a 3/8" ASTM A-36 plate on one end and finished in **Mira-Cote**. Center leg shall consist of a 3-1/2" x 13 ga. galvanized tube fully **welded** to a 3/8" ASTM A-36 plate on both ends and finished in **Mira-Cote**. Side leg assembly shall consist of a 3-1/2" x 13 ga. galvanized tube leg and hub housing, a hub center of 1.75" O.D. x .250" wall DOM tubing, two hub spacers of 11 ga. ASTM A-60 sheet steel, a 3/8" ASTM A-36 steel plate and two flanged bushings of Oilite bronze. All steel components are fully **welded** and finished with **Mira-Cote**. Bushings are then pressed into the hub center. Leg pivot bracket shall be formed from 1/4" ASTM A-36 steel plate finished with **Mira-Cote**. Pivot pin shall be machined from cold rolled steel round ASTM A108 1018 steel. Wave sections shall consist of two side rails of 1.66 O.D. x 10 ga., ASTM A-513 steel tubing, framing of 1-1/2" x 11 ga. square ASTM A-513 steel tubing, 14-tab brackets of 11 ga. HR sheet steel, perforated decks of 11 ga. HR steel sheet, and grip frames of 1/4" ASTM A-36 plate. All components are **welded** and coated with **Mira-Therm**. Side panel shall be made from 11 ga. ASTM A-60 sheet steel and 3 ga. galvanized BB wire **welded** together and **Mira-Cote** finished. Flex axle assembly shall consist of a rubber torque axle of proprietary design, base plate and torque brackets of 3/8" ASTM A-36 steel plate, travel stops and rib brace of 1/4" ASTM A-36 steel plate. Components are **welded** and **Mira-Cote** finished. Molded hinge assembly shall be constructed of EPDM rubber over molded on a hinge made from 1/4" ASTM A-36 steel plate, bushing housings machined from ASTM 1008/1010 steel, SAE863 B439 grade 4 bushings, and a 7/16" O.D. hinge pin of 18-8 stainless steel. End covers shall be constructed of rotationally molded **Rockite** measuring approximately 15-1/2" x 6-1/8" x 1-7/8". When installed, exposed surfaces are textured and end corners and edges are fully rounded. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware.

- **TWIN RIDERS** shall contain twin coil springs which give riders a four-way rock and teeter. The assembly shall include a sturdy steel frame, aluminum seats, and steel hand and foot rests. The support arm shall be 2" x 3" x 3/16" rectangular tube, 5'-8" long. The handholds and footrests shall be 1" O.D. x 14 ga. galvanized tube and shall be **welded** to a frame of 1/4" x 2" flat steel. The coil springs shall be heavy-duty, eight coil, 3/4" diameter round spring steel. The spring shall be 5-9/16" in diameter by 13" long. Each spring will have two Spira-Lok plates for attachment to the support arm and mounting frame. The seats

shall be cast aluminum with approximate dimensions of 13" x 10" x 1-1/2". The mounting frame shall be constructed of two 27-5/8" long support tubes of 5" tube, welded at the top to a mounting plate of 3/8" black sheet steel containing two welded 3/4" x 2-1/4" bolts, and welded at the bottom to two steel angles measuring 1/4" x 2" x 2" x 7-1/2". For models featuring a character, the character shall consist of a molded figure constructed of high strength, rotationally molded polyethylene plastic that is capable of withstanding extreme weather and playground punishment. The interior framework shall be 1-1/4" pipe welded to a 3" x 2" x 3/16" mounting angle. Support arm, seats, hand and foot holds, Spira-Lok and coil springs shall have a Perma-Guard finish. The character head shall have color molded in with enamel trim. The mounting frame shall have a galvanized finish.

- **ACCELERATOR SWING** Arch top and arch legs shall be constructed of RDTB ILG 3.5" 11 ga. Arch top shall have a 159-degree length and shall measure 119-1/4" in width. Arch legs shall measure 84" in length and shall be constructed of pipe 3.500 OD x 8 ga. galvanized. Legs shall have a welded stub constructed of tube 3.500 OD x 11 ga. galvanized. Legs shall have welded brackets constructed of plate 1/2". Swing is a dish-shaped aluminum vessel with drainage holes surrounded with a resistant rubber bumper. The seat is made from welded aluminum rings 3/4" in diameter with 1/8" thick formed aluminum sheeting. The bumper is 4" of resistant hollowed rubber surface attached to the dish. Ropes are 20 mm diameter cable reinforced with 7 strands of steel cable covered with U.V. resistant nylon fiber. On each arch, a stainless-steel swivel is attached through a cable loop using a compressed aluminum sleeve. The cable is attached to the dish using rubber covered chain links. To balance the swing, chain links are attached at 4 different locations to welded aluminum components on the swing seat using stainless steel vandal proof hardware. The aluminum components are made from machined aluminum parts with rounded edges designed to prevent the rubber from breaking or being vandalized. All fastening hardware shall be vandal proof stainless steel hardware, or Fastener Style A. Ropes available in blue, bumper in green, and saucer in blue Mira-Cote on bottom with polished silver aluminum top. Posts finished in Mira-Cote.

- **ARCH SWING FRAMES 5" (inground and bolt down)** shall consist of arch weldments and header weldments which assemble to form a swing frame. Swings must be ordered separately. Arch weldments shall consist of the arch and stub(s). Arches shall be constructed of 5" tube, 11-gauge. Stubs shall be constructed of 4" tube, 7-gauge. The stub(s) shall be solid welded to the arches. The header weldment shall consist of the header and bushing housings. The header shall be constructed of 3-1/2" tube, 8-gauge. The header shall have bushing housing welded to it with oil-impregnated bushing installed after paint. The clevises shall be cast of ductile iron grade 60-40-18. All fastening hardware shall be Fastener Style A. The arches and header shall be finished in Mira-Cote. The clevises shall be zinc plated.

- **GENERATION SWING SEAT** is a Rockite seat molded to form a double-sided swing, one side a tot swing design and the other for an adult.

- **SWING SEATS** shall reference one of the following in Miracle's "Glossary of Technical Data for Materials, Processes and Finishes": **Slashproof Seat, 360 Degree Slashproof Tot Seat, Inclusive Swing Seat or Generation Swing Seat.**

- **SIGNATURE SERIES 6', 8' & 8' HANDICAP PICNIC TABLES - EXPANDED METAL & PERFORATED - MULTIPLE-PEDESTAL INGROUND** shall have heat fused poly-vinyl coating, finished on inner-metal structure, to an approximate 3/16" thickness. Framework assemblies are finished with powder coating; electrostatically applied and oven cured according to powder manufacturer's specifications. Fasteners are stainless steel to resist corrosion. **TABLE FRAME:** Main support is constructed from a 4" x 4" x 11 gage galvanized structural steel square tubing. Seats inground post mounting brackets are 1/4" x 1 1/2" steel flat bar, the top plate is made of 10 gage sheet steel. Top's inground post mounting bracket is 7 gage sheet steel, the top plate is 14 gage sheet steel and the gusset is made of 1/8" x 1" strip steel. **TOP & SEAT:** Top and seat use fabricated 3/4" #9 expanded steel mesh and perforated uses 12 gage sheet metal. Framing consists of 10 gage mitered angles 3/4" x 1 3/4". Top and seat center brace and mounting brackets are 1/4" x 1 1/2" steel flat bar. **GENERAL:** SG205P and SG205D ground space requirements are 63 3/8" x 72 3/8". Table top is 30 3/8" wide and 30" to the top of the table. Seats are 10 3/8" wide and 19" to the top of seat. Corner radius is 3" to the outside. SG206P and SG206D ground space requirements are 63 3/8" x 96 3/8". Table top is 30 3/8" wide and 30" to the top of the table. Seats are 10 3/8" wide and 19" to the top of seat. Corner radius is 3" to the outside. SG207P and SG207D ground space requirements are 63 3/8" x 96 3/8". Table top is 30 3/8" wide and 31 1/2" to the top of the table. Seats are 10 3/8" wide and 19" to the top of seat. Corner radius is 3" to the outside.

- **SIGNATURE SERIES 6' & 8' BENCH WITH & WITH OUT BACK EXPANDED METAL & PERFORATED - PORTABLE, INGROUND & SURFACE MOUNT** shall have heat fused poly-vinyl coating, finished on inner-metal structure, to an approximate 3/16" thickness. Framework assemblies are finished with powder coating; electrostatically applied and oven cured according to powder manufacturer's specifications. Fasteners are stainless steel to resist corrosion. **BENCH FRAME:** Main supports are constructed of 2 3/8" od x 12 gage structural steel tubing. Braces are 1" od x 15 gage structural steel tubing. Mounting brackets on legs are 1/4" x 2" steel flat bar or 10 gage sheet steel. Base plates are 1/4" plate steel. **SEATS:** Seat and back uses 3/4" #9 expanded steel mesh and 12 gage sheet steel for the perforated. Framing consists of die formed 10 gage mitered angles 3/4" x 1 3/4". Center brace and mounting brackets are 1/4" x 1 1/2" steel flat bar. **GENERAL:** 6' bench, ground space requirements are: inground and surface mount without back is 10 3/8" x 72 3/8", with back is 19 5/8" x 72 3/8", portable without back is 18 1/8" x 72 3/8", with back is 23 3/16" x 72 3/8". Seats are 10 3/8" wide x 72 3/8" long, 19" to top of seat and 31 3/4" to top of bench. Corner radius is 3" to the outside. 8' Bench ground space requirements are: inground and surface mount without back is 10 3/8" x 96 3/8", with back is 19 5/8" x 96 3/8", portable without back is 18 1/8" x 96 3/8", with back is 23 3/16" x 96 3/8". Seats are 10 3/8" wide x 96 3/8" long, 19" to top of seat and 31 3/4" to top of bench. Corner radius is 3" to the outside.

## 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.
- **4/0 straight link coil chain** is trivalent zinc finish with a 670-pound working load limit. All chain shall be manufactured to ASTM A467-86A Class CS specifications.
- **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 2-3/8" tube, 12 ga. mounting points attach to 5" posts using **aluminum alloy** sand cast header supports.
- **3-1/2" round end cap** is die cast **aluminum alloy**.
- **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.
- **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 degree-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-Lene (TM)** is compression-molded, 3/4" thick, high density polyethylene that has been specifically formulated for optimum U.V. stability and color

retention. Compression-molded products have a density of .952 g/cm<sup>3</sup> per ASTM D1505 and tensile strength of 3900 PSI per ASTM D638.

- **Mira-Therm2 PE** is a non-toxic copolymer polyethylene coating applied to a thickness of 1/16". Mira-Therm2 PE contains U.V. light stabilizers, anti-microbial additives and color pigments. Mira-Therm2 PE contains no orthophthalates or other banned substances. Mira-Therm2 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-Therm2 PE meets the FMVS 302 flammability rating, the requirements of California State Law and the 2008 CPSI Act.
- **Perma-Guard (TM)** is an acrylic polyurethane, two component ultra-violet radiation inhibited coating. Three U.V. inhibitors and antioxidants work synergistically to provide protection from all climate and environmental conditions. Perma-Guard's hard, smooth surface makes it impact resistant and able to withstand heavy traffic and abuse. Graffiti can be removed with a suitable solvent. For metal parts, 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. Perma-Guard is applied and either air-dried or baked-on in an oven at 180 degrees F to form a hard, smooth, durable finish.
- **1" pipe is GATOR GRIP embossed 14 ga., 1" pipe sized tube (1.315" OD; approx. 1-5/16" OD.)**
- **1" pipe, 10 ga. is 10 ga., 1" pipe sized tube (1.315" OD; approx. 1-5/16" OD.)**
- **1" pipe, 12 ga. is 12 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.)**
- **1-1/4" pipe, 10 ga. is 10 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.)**
- **1-1/2" heavy pipe is 10 ga., 1-1/2" pipe sized tube (1.900" OD; approx. 1-7/8" OD.)**
- **2" Sch 40 pipe is 2" schedule 40 galvanized pipe (2.375" OD; approx. 2-3/8" OD.)**
- **plastic pipe plugs** are injection molded polypropylene containing U.V. light stabilizers.
- **Rockite (R)** (Rotational Molded 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".
- **Slashproof Seat** is a flexible flat single strap seat with end attachment points and an exterior surface of blue EPDM rubber. Models with chain have two segments of **4/0 straight link coil chain** to suspend the swing from a swing frame header. The Slashproof seat is constructed of a 4" wide inner steel insert of type 301 stainless spring steel, 0.020" thick. The Slashproof seat is 26" long (excluding mounting triangles) x 5" wide x 5/8" thick at the front and rear leading cushion edges. The rubber molded to the steel core is 70 durometer blue EPDM. At each end, a 16 ga. galvanized steel clip 3" wide is attached by three stainless steel rivets through the clip and seat subassembly. A 3/8" diameter galvanized steel mounting triangle is encompassed by the steel clip at each end of the seat. For Model # 284-74, the lower 30" of the chain is finished in **Mira-Therm2**.

- **360 Degree Slashproof Tot Seat** is a flexible seat fabricated into a configuration of a wide strap under and through the bottom, a wide strap running completely around at the top, and two (2) interconnecting straps at the front and rear of the seat for complete enclosure of the small user. The exterior surface is blue EPDM rubber. Models with chain have two segments of **4/0 straight link coil chain** to suspend the swing from a swing frame header. The 360-degree tot seat is constructed of a one-piece die cut 0.020" thick, martinsitic spring steel insert with 70 durometer blue EPDM rubber, 1/4" thick, molded to the insert. The main seat strap is 5" wide, the back strap is 4" wide, and the front strap is 2" wide. The two (2) places where the straps are interconnected and form the suspension points for the seat are held by a clip and grommet system. The clip is 4" wide 16 ga. galvanized steel. There are two grommets per clip, each of which is 3/4" O.D. by 14 ga. wall galvanized steel tube, flared to securely attach the clip to the seat. The two (2) mounting triangles are secured to the seat by clips and are made from 3/8" steel round stock, formed and galvanized. For Model # 299-74, the lower 30" of the chain is finished in **Mira-Therm2**.

- **Generation Swing Seat** is a **Rockite** seat molded to form a double-sided swing, one side a tot swing design and the other for an adult. Models with chains have two chains to suspend the swing from a swing frame header. The chain assembly is fabricated from **4/0 straight link coil chain**. The **Rockite** seat has molded-in color. All hardware used is **Fastener Style A** except for the spacer collar which is aluminum.

- **Inclusive Swing Seat** is constructed of **Rockite** seats molded to form a chair. Models that are 8' or 10' with chains each have two chains to suspend the swing from a swing frame header. The attached seat is a reinforced polyurethane rubber bumper. The sliding latch mechanism is constructed from 6061 machined aluminum. The chain assembly is fabricated from **4/0 straight link coil chain**. The chain is manufactured to ASTM A467-86A Class CS specifications. All rubber surfaces are EPDM. The **Rockite** seats have molded-in color. All exposed metal surfaces are bright zinc plated. The clevises are zinc plated. The chain has a **Mira-Therm** coating.

- **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-513 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.

- **5" aluminum tube** is a 5" O.D. (.125 wall) aluminum post that receives a five-stage oxidation wash prior to painting. This 6005-T5 alloy and temper extruded aluminum tube conforms to ASTM-B-221 and QQ-A-200/8 with yield strength of 35,000 p.s.i. and tensile strength of 38,000 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.

- **1-1/2" square tube** is 16 ga., **1-1/2" square tube**.

- **1" tube** is 1" OD, 15 ga. fluted **round tube**. It conforms to ASTM A-500.

- **1-1/4" tube** is 1.315" OD (approx. 1-5/16" OD), 14 ga. diamond embossed **round tube**. It conforms to ASTM A-500.

- **1-1/2" tube** is 1-1/2" OD, 16 ga. **round tube**. It conforms to ASTM A-500.

- **1-5/8" tube, 10 ga.** is 1.66" OD, 10 ga. **round tube** galvanized.

- **1-7/8" tube, 13 ga.** is 1-7/8" OD, 13 ga. **round tube** galvanized.

- **2-3/8" tube, 12 ga.** is 2-3/8" OD, 12 ga. **round tube**. It conforms to ASTM A-500.

- **3-1/2" tube, 13 ga.** is 3-1/2" OD, 13 ga. **round tube.** It conforms to ASTM A-500.
- **3-1/2" tube, 11 ga.** is 3-1/2" OD, 11 ga. **round tube.** It conforms to ASTM A-500.
- **5" tube** is 5" OD, 13 ga. **round tube.** It conforms to ASTM A-500.
- **5" tube, 11 ga.** is 5" OD, 11 ga. **round tube.** It conforms to ASTM A-500.
- **5" tube, 7 ga.** is 5" OD, 7 ga. **round tube** galvanized.
- **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.
- **GRIP-N-GLIDE** shall feature two or three parallel rails containing cylindrical trolleys with handholds from which a user suspends his or her body while maneuvering the assemblies from one end to the other. The triple rail model shall challenge two users to simultaneously and cooperatively perform the activity while managing the center trolley. The models shall be available as deck mounting (to decks 1', 1'-6", 2', 2'-6" or 3' high only), between decks of equal height, or freestanding, with steel or aluminum posts. Each top rail header shall measure 88-1/8" long and shall be constructed of **2-3/8" tube, 12 ga.** Each end support crossbar weldment shall measure 40-1/2" long and shall be constructed of **2-3/8" tube, 12 ga.** with two or three drilled holes and swaged stubs of **2-3/8" tube, 12 ga.** solid **welded** for field attachment of top rails. Each slider assembly shall comprise a slider sleeve and handhold. The slider sleeve shall measure 12" long and shall be constructed of .312" thick steel with a 3-1/2" I.D. It shall be field-assembled to top rails with a Buna-N O-ring and two 4" long, 3-1/2" O.D., 2-3/8" I.D. UHMW-PE bushings. Zinc plated hardened steel drive screws shall be field-installed to fasten bushings within sleeves and top rail headers to end support stubs. The **welded** handhold shall be constructed of formed **1" pipe.** Posts for Model # 714-918-23, # 714-918-24, # 714-918-33 and # 714-918-34 shall be constructed of **5" tube, 11 ga.** Posts for Model # 714-918-232, # 714-918-242, # 714-918-332 and # 714-918-342 shall be constructed of **5" aluminum tube.** Posts for Model # 714-918-233, # 714-918-243, # 714-918-333 and # 714-918-343 shall be constructed of **5" tube.** The 136" long posts (before end cap) shall each have a 5" round end cap pressed into its top end. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** and **Fastener Style B** hardware. The top rail headers shall have a galvanized finish. The end supports, sliders, posts and clamps shall be finished in **Mira-Cote.**
- **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.

# Color Choices

## ROCK-ITE® PLASTIC COLOR CHOICES

Roofs, Slides, Big Timber® Components, Crawl Tubes, Bongos™, Bumpers and Panels.



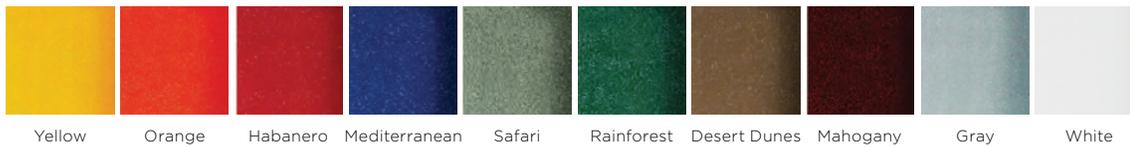
## MIRA-COTE® POWDER-COATED PAINTED METAL COLOR CHOICES

Posts, Arches, Swings and Accents (Railings & Climbers).



## ANTI-MICROBIAL PAINTED METAL COLORS

This proprietary treatment helps prevent bacterial mold, algae growth and stains.



## MIRA-LENE™ PANEL COLOR CHOICES



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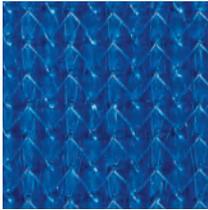
# Color Choices

## SHADESURE™ FABRICS

PASSES: NFPA 701 / ASTM-E84



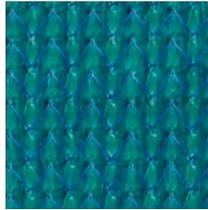
**Navy Blue**  
90% shade factor  
94% UV factor



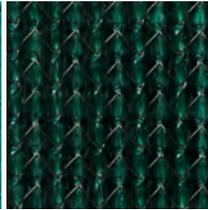
**Royal Blue**  
86% shade factor  
94% UV factor



**Laguna Blue**  
91% shade factor  
96% UV factor



**Turquoise**  
83% shade factor  
92% UV factor



**Rain Forest**  
89% shade factor  
96% UV factor



**Olive**  
89% shade factor  
95% UV factor



**Zesty Lime**  
84% shade factor  
92% UV factor



**Chocolate**  
92% shade factor  
93% UV factor



**Cinnamon**  
92% shade factor  
93% UV factor



**Arizona**  
84% shade factor  
92% UV factor



**Desert Sand**  
80% shade factor  
92% UV factor



**Terracotta**  
84% shade factor  
90% UV factor



**Sunflower Yellow**  
70% shade factor  
94% UV factor



**Electric Purple**  
83% shade factor  
91% UV factor



**White**  
57% shade factor  
86% UV factor



**Silver**  
88% shade factor  
93% UV factor



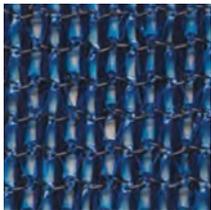
**Black**  
95% shade factor  
96% UV factor



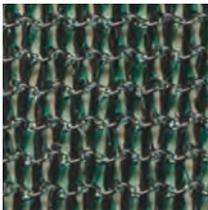
**Red**  
80% shade factor  
86% UV factor

## COLOURSHADE™ FR FABRICS

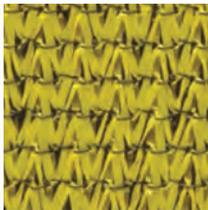
PASSES: NFPA 701 / ASTM-E84 / OSFM TITLE 19



**Blue**  
80% shade factor  
85% UV factor



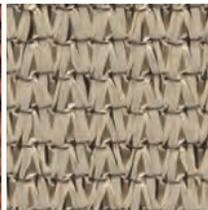
**Green**  
80% shade factor  
85% UV factor



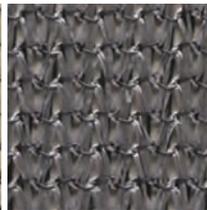
**Yellow**  
80% shade factor  
89% UV factor



**Terracotta**  
75% shade factor  
82% UV factor



**Desert Sand**  
80% shade factor  
92% UV factor



**Silver**  
80% shade factor  
81% UV factor

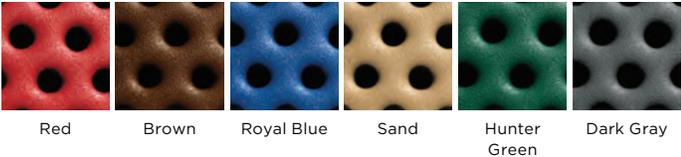


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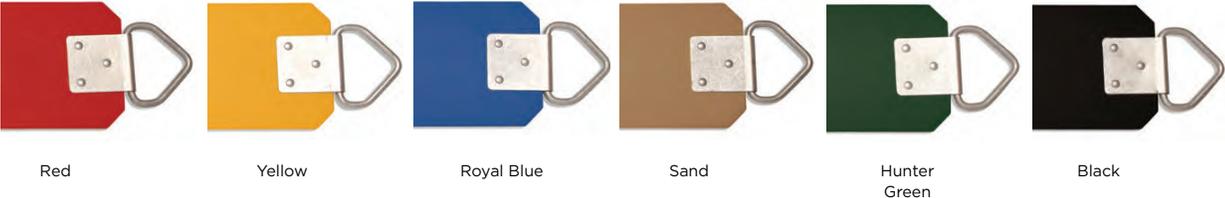
# Color Choices

### TEXTURED MIRA-THERM™ COLOR CHOICES

Mira-Therm™ coatings for Decks, Steps, Ramps, Bridges and Cargo Climbers are available in either orthophthalate-free Mira-Therm™ 2 (vinyl) or Mira-Therm™ PE (polyethylene)-based coatings with anti-microbial enhancements.



### MIRACLE SWING SEAT COLORS



### FURNISHING COLOR OPTIONS

Amenities receive a durable color coating that will not rust, crack, peel, or warp. Choose a powder coat color for framework and plastisol coating for table tops, seats, and backs.

#### Powder Coat and Plastisol

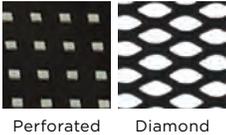


#### Powder Coat Only



### SITE FURNISHING PATTERNS

Slat and Rib patterns (not shown) available in select site furnishing products.



### RECYCLED PLASTIC COLORS



# Color Palettes



## EARTH TONE

- Beige
- Sand
- Forest Green
- Green



## ISLAND OASIS

- Forest Green
- Royal Blue
- Cobalt
- Cyan



## ENERGY

- Metallic Gray
- Dark Gray
- Silver
- Chartreuse
- Teal



## NAUTICAL

- Blue
- Sand
- Beige
- Orange



## MOTHER EARTH

- Blue
- Sand
- Beige
- Green



## PATRIOTIC

- Red
- White
- Blue



## OCEAN

- Blue
- Sand
- White
- Teal



## SPRING

- Green
- Sand
- Yellow



## PRIMARY

- Blue
- Red
- Yellow



## SAHARA

- Beige
- Brown
- Forest Green
- Sand

Miracle® uses high quality materials and state of the art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. So Miracle® does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration. Actual colors in catalog may vary due to four color printing process.



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# Miracle® Limited Warranty

Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

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

- LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Aluminum deck posts, steel deck posts, VersaLok® fastening system, cast aluminum parts, and associated fastening hardware.
- LIMITED FIFTEEN (15) YEAR WARRANTY:** All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
- LIMITED TEN (10) YEAR WARRANTY:** Fabric shade steel frames, Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
- LIMITED EIGHT (8) YEAR WARRANTY:**
  - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
  - Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
  - Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
- LIMITED FIVE (5) YEAR WARRANTY:**
  - Heavy duty diamond barrier mesh and Kidrox™ Climbing Rocks.
  - Mira-Therm™ PVC coating and PE coating against cracking or peeling.
  - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
  - GFRP (Glass Fiber Reinforced Polymer) Products.
  - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).
- LIMITED THREE (3) YEAR WARRANTY:** Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
- LIMITED ONE (1) YEAR WARRANTY:**
  - Slashproof Swing Seats, 360° Bucket Tot Swing Seats, and Tuff Net no climbing mesh.
  - Pool slide support structures, stairways, landings and railings.
  - All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

**BUYER'S REMEDY:** If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle® in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle® may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle® unless authorized by Miracle® to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle® may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality 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). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their 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.

**LIMITATIONS:** All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle® or a Miracle® authorized reseller, and are not transferable.

Warranties apply only to Miracle® products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle® maintenance and operational instructions.

Warranties specifically do not cover Miracle® products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle® parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Miracle® does not warrant that any particular color will be available for any specific period of time, and reserves the right, its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT

*Prices are subject to change without notice and are exclusive of installation, surfacing, transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, and other charges.*



878 E Highway 60 / Monett, Missouri, USA 65708 / [Miracle-Recreation.com](http://Miracle-Recreation.com)  
USA 888-458-2752 CANADA 866-516-0245 INTERNATIONAL +1 417-235-6917

Exhibit B Design #2 Webber Recreational Design, Inc.

1. 3-D Drawing in PDF Format	See Attached
2. Number of Kids that can use the playground	124
3. Total number of play components:	23
a. Number of ground level components	11
b. Number of accessible ground level components	11
c. Number of elevated components	12
d. Number of accessible elevated components	12
4. Play structure size	82'6"" x 48'6"
5. Deck sizes	

2-5 has 48" center-to-center spacing on all deck posts.

6. Itemized costs using proposed discounts and list prices to include all applicable costs, including but not limited to:

a. Each structure or component (i.e. playground, site accessories, shade, receptacles, etc.)	See Attached
b. Design services	FREE
c. Surfacing	\$11,275
d. Installation	\$8,750
e. Any other products or services that is associated with this sample	NONE

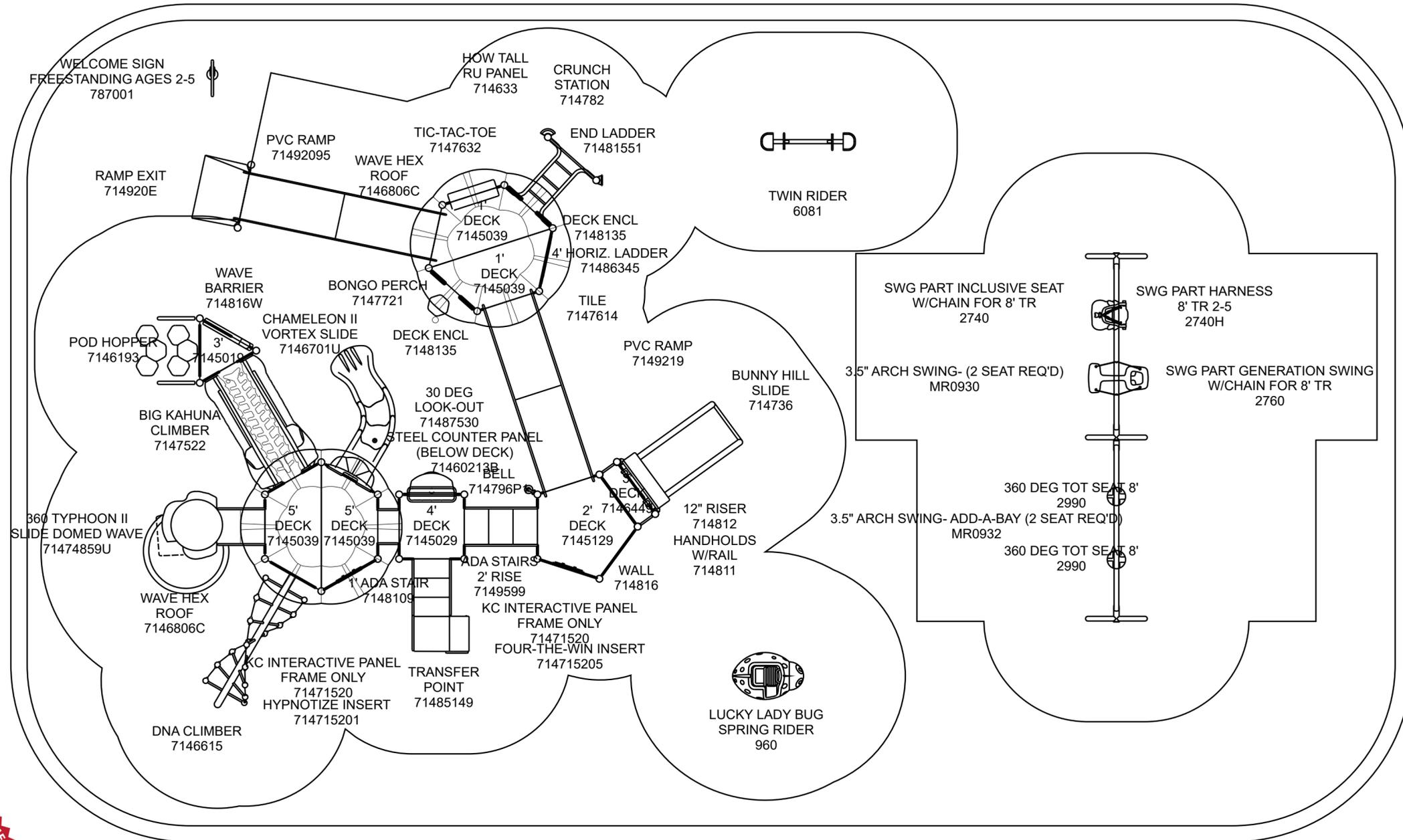
7. Diameter of Uprights	5"
8. Color Options	See Attached
9. Minimum time needed from date of design to delivery of equipment	8 Weeks
10. DO NOT include freight in sample playground pricing	



FOR KIDS AGES  
**2-5**  
YEARS

AGE GROUP: 2-5  
ELEVATED PLAY ACTIVITIES - TOTAL: 12  
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 12 REQ'D 6  
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 4 REQ'D 0  
GROUND LEVEL ACTIVITY TYPE: 5 REQ'D 3  
GROUND LEVEL QUANTITY: 11 REQ'D 4

# Exhibit A - Design #2 - Webber Recreational Design, Inc. Hastings, MN



To verify product certification, visit [www.ipema.org](http://www.ipema.org)

Child Capacity: 124



**Webber Recreational Design, Inc.**

1442 Brooke Court  
Hastings, MN

PHONE NO: (651) 438-3630  
FAX NO: (651) 438-3939

**R0013\_45356461748**

GROUND SPACE: 62'-6" x 41'-0"

PROTECTIVE AREA: 82'-6" x 48'-6"

DRAWN BY: Nick Herman

DATE: 3/5/2024

COMPLIES TO ASTM/CPSC

COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

This list is provided as a design aid only.

Actual compliance to accessibility standards is dependent on design and final installation and is the sole responsibility of the Sales Representative.

### Accessibility Chart

Drawing Name:	CPC - Proposal Design 2.play
Project Number:	R0013_45356461748

<b>Age Group: 2-5</b>			
Elevated Play Activities Total:	12		
Elevated Play Activities Accessible By Transfer:	12	Req'd:	6
Elevated Play Activities Accessible By Ramp:	4	Req'd:	0
Ground Level Activity Type:	5	Req'd:	3
Ground Level Quantity:	11	Req'd:	4

Description	Elevation	Access	Type of Play	Qty
4' HORIZONTAL LADDER (ONLY)	Elevated	Transfer	UPPER_BODY_CLIMBER	1
6'2" TYP II SLIDE DOME 360 DEG (5' DK)	Elevated	Transfer	SLIDE	1
Big_Kahuna_Climber_btwn_Decks_2'_Rise	Elevated	RampTransfer	CLIMBER	1
BUNNY HILL SLIDE W/CANOPY (3' DECK)	Elevated	Transfer	SLIDE	1
CHAM II VORTEX SLIDE 5'	Elevated	Transfer	SLIDE	1
DNA CLIMBER (5' DECK)	Elevated	Transfer	CLIMBER	1
FOUR-THE-WINPANEL INSERT	Elevated	RampTransfer	MANIPULATIVE_EQUIP	1
HYPNOTIZE PANEL INSERT	Elevated	Transfer	IMAGINATION_PANEL	1
LOOK-OUT BUBBLE PANEL 30 DEGREE	Elevated	Transfer	IMAGINATION_PANEL	1
POD HOPPER (3' DECK)	Elevated	Transfer	CLIMBER	1
SLIDING TILE PANEL	Elevated	RampTransfer	MANIPULATIVE_EQUIP	1
TIC-TAC-TOE PANEL	Elevated	RampTransfer	MANIPULATIVE_EQUIP	1
BELL, POST MOUNT	Ground	Ground	SOUND_EQUIP	1
Big_Kahuna_Climber_btwn_Decks_2'_Rise	Ground	Ground	UPPER_BODY_CLIMBER	1
BONGO PERCH (STATIONARY)	Ground	RampTransfer	BALANCING_EQUIP	1
CRUNCH STATION	Ground	Ground	UPPER_BODY_CLIMBER	1
GENERATION SWING	Ground	Ground	SWING	1
HOW TALL RU PANEL (POST MOUNT)	Ground	Ground	IMAGINATION_PANEL	1
LUCKY LADY BUG "C" SPRING RIDER	Ground	Ground	SPRING_ROCKER	1

STEEL COUNTER PANEL (BELOW DECK)	Ground	Ground	IMAGINATION_PANEL	1
SWG PART THERAPEUTIC SEAT W/CHAIN FOR 8' TR	Ground	Ground	SWING	1
SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	Ground	Ground	SWING	1
SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	Ground	Ground	SWING	1
TWIN RIDER ONLY	Ground	Ground	SPRING_ROCKER	1

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Miracle Recreation Equip. Co.  
 878 E. US Hwy 60  
 Monett, MO 65708  
 1-888-458-2752

QUOTE: R0013240035  
 CUSTOMER: 5503A01  
 Project: R0013\_45356461748\_03

**Prepared For:**

Chris Jenkins  
 City of Hastings  
 Park and Rec.  
 920 West 10th Street  
 Hastings, MN 55033  
 (651) 983-6155 (phone)  
 CJenkins@hastingsmn.gov

**Project Name & Location:**

Attn: Exhibit A - Design #2 -  
 Webber Rec

**Prepared by:**

Webber Recreational Design, Inc.

1442 Brooke Court  
 Hastings, MN 55033 USA  
 612-581-4754 (phone)  
 nherman@webberrec.com

**Ship To Address:**

City of Hastings "NEW"  
 Park and Rec.  
 101 E. 4th Street  
 Hastings, MN 55033

**End User:**

Chris Jenkins  
 City of Hastings  
 Park and Rec.  
 920 West 10th Street  
 Hastings, MN 55033  
 (651) 983-6155 (phone)  
 CJenkins@hastingsmn.gov

Quote Number: R0013240035  
 Quote Date: 3/5/2024  
 Valid For: 30 Days From Quote Date

**Main Structure\_1**

Product line: KidsChoice  
 Age group: 2-5

**Components**

Part Number	Description	Qty	Unit Price	Discount	Total
2740	SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR)	1	1,537.00	1,183.49	1,183.49
2740H	SWG PART HARNESS (8' TR)	1	314.00	241.78	241.78
2760	SWG PART GENERATION SWG SEAT W/CHAIN	1	1,254.00	965.58	965.58
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	2	223.00	171.71	343.42
6081	TWIN RIDER ONLY	1	1,500.00	1,155.00	1,155.00
7145019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	1	1,011.00	778.47	778.47
7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	1	1,444.00	1,111.88	1,111.88
7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	4	1,921.00	1,479.17	5,916.68
7145129	PENTAGON DECK (ATTACHES TO 5 POSTS)	1	3,137.00	2,415.49	2,415.49
7145493	5" OD X 112" POST (3' DK)	6	388.00	298.76	1,792.56
7145494	5" OD X 124" POST (4' DK)	6	416.00	320.32	1,921.92
714551	5" OD X 106" POST (2'6" DKS OR LESS)	4	351.00	270.27	1,081.08
714555	5" OD X 76" POST FOR FENCING & PANELS	2	269.00	207.13	414.26
714572	5" OD X 144" POST FOR ROOF (3' DK OR LESS)	6	416.00	320.32	1,921.92
714573	5" OD X 168" POST FOR ROOF (3'6"-5' DK)	6	522.00	401.94	2,411.64

71460213B	STEEL COUNTER PANEL (BELOW DECK)	1	1,326.00	1,021.02	1,021.02
7146193	POD HOPPER (3' DK)	1	3,674.00	2,828.98	2,828.98
714633	HOW TALL RU PANEL (POST MOUNT)	1	492	378.84	378.84
7146449	VERSADECK W/ENCLOSURE 16" X 48"	1	1,452.00	1,118.04	1,118.04
7146615	DNA CLIMBER (5' DK)	1	5,101.00	3,927.77	3,927.77
7146701U	CHAMII ENTRY & EXIT VORTEX (5' - 6'6" DK)	1	3,007.00	2,315.39	2,315.39
7146706	CHAMII LEFT SECTION	2	716	551.32	1,102.64
7146806C	WAVE HEX ROOF W/TOPPER	2	4,847.00	3,732.19	7,464.38
71471520	INTERACTIVE PANEL FRAME	2	518	398.86	797.72
714715201	HYPNOTIZE INSERT	1	1,124.00	865.48	865.48
714715205	FOUR-THE-WIN INSERT	1	1,244.00	957.88	957.88
714736	BUNNY HILL SLIDE W/CANOPY (3' DK)	1	2,477.00	1,907.29	1,907.29
71474859U	6'2" TYP II SLIDE 360D DOME WAVE (5' DK)	1	8,510.00	6,552.70	6,552.70
7147522	BIG KAHUNA CLIMBER BETWEEN DECKS W/2' RISE	1	5,281.00	4,066.37	4,066.37
7147614	SLIDING TILE PANEL	1	3,224.00	2,482.48	2,482.48
7147632	TIC-TAC-TOE PANEL	1	1,674.00	1,288.98	1,288.98
7147721	BONGO PERCH (STATIONARY)	1	289	222.53	222.53
714782	CRUNCH STATION	1	158	121.66	121.66
714796P1	BELL (POST MOUNT)	1	233	179.41	179.41
7148109	ADA STAIRS BETWEEN DECKS W/1' RISE	1	1,600.00	1,232.00	1,232.00
714811	HANDHOLD FOR TRANSFER DECK (1' OR 1'6" DK)	1	469	361.13	361.13
714812	12" RISER PLATE	1	242	186.34	186.34
7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	2	671	516.67	1,033.34
71481551	END LADDER 1' TOP RUNG FOR OH CLIMBER	1	595	458.15	458.15
714816	WALL ENCLOSURE	1	733	564.41	564.41
714816W	FULL WAVE BARRIER, TUBE	1	868	668.36	668.36
71485149	SQ TRSFR POINT, CL HR (4' DK)	1	4,375.00	3,368.75	3,368.75
71486345	4' HORIZONTAL LADDER (ONLY)	1	1,045.00	804.65	804.65
71487530	LOOK-OUT BUBBLE PANEL 30 DEGREE	1	1,328.00	1,022.56	1,022.56
71492095	12' RAMP GRND TO DK 1:12, W/O POST	1	9,501.00	7,315.77	7,315.77
714920E	ADA RAMP EXT INCLINED (LARGE)	1	1,047.00	806.19	806.19
7149219	12' RAMP DECK TO DECK 1:12	1	8,986.00	6,919.22	6,919.22
7149599	ADA STAIRS BETWEEN DECKS W/2' RISE	1	3,916.00	3,015.32	3,015.32
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	0	0.00	0.00
960	LUCKY THE LADYBUG "C" SPRING RIDER	1	2,058.00	1,584.66	1,584.66
MR0930	3.5" ARCH SWING- (2 SEAT REQ'D)	1	2,659.00	2,047.43	2,047.43
MR0932	3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)	1	1,596.00	1,228.92	1,228.92

## RiskSign\_Included

Product line: Freestanding

Age group:

## Components

Part Number	Description	Qty	Unit Price	Discount	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

## Additional Items

Part Number	Description	Qty	Unit Price	Discount	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00

3/5/2024

QUOTE: R0013240035

926458	LABEL,GENERATION SWG, 2YR-12YR, MR	1	0.00	1.12	1.12
INSTALL	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00
BOOK					

**Parts By Other**

Part Number	Description	Qty	Unit Price	Discount	Total
Engineered Wood Fiber	12"Compacted Engineered Wood Fiber - Delivered and Spread (205 yds)	1	0.00	11,275.00	11,275.00

**Totals:**

Equipment Weight:	12,155.00 lbs
Equipment List:	\$124,509.00
Discount Amount:	-\$28,637.10
Equipment Price:	\$95,871.93
Freight:	\$0.00 Code: NO FREIGHT
Installation:	\$8,750.00
Products by Other:	\$11,275.00
SubTotal:	\$115,896.90
<b>Grand Total:</b>	<b>\$115,896.90</b>

**Notes:**

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

**Quote Number:** R0013240035      **Quote Date:** 3/5/2024      **Equipment:** \$124,509.00      **Grand Total:** \$115,894.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

<b>Submitted By</b>	<b>Printed Name and Title</b>	<b>Date</b>
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
<b>By:</b>		

3/5/2024

QUOTE: R0013240035

**Date:**

**ADDITIONAL TERMS & CONDITIONS OF SALE**

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

# EXHIBIT A – DESIGN #2 – WEBBER RECREATIONAL DESIGN, INC

## MIRACLE PLAY EQUIPMENT 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 F1487-17 "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 F1487-17.

**TRADEMARKS** Aquarius (R), Big Kahuna (R), Big Timber (R), Bongo (TM), Boulder Ridge (R), Bug Bites (R), Camel Back (TM), Center Stage (R), Chameleon (TM), Coil Curler (TM), Connexion (R), Dupli-Gator (R), Flex Jet (R), Flippo (TM), Flippopotamus (R), Fun Fone (TM), Fun Tunnel (R), Funnel Tunnel (TM), Funshades (TM), Gator Grip (R), Gemini (TM), Gravity (TM), Grizz-Lee Bear (R), Groove (TM), Groove II (R) Slide, Hang-A-Round (R), Interaxion (TM), JAX (R), Kidrox (R), Kids' Choice (R), Kids' Perch (TM), Libra (R), Linkz (TM), Loopz (TM), Mega Tower (R), Miracle (R), Miracle Recreation (R), Mira-Cote (R), Mira-Lam (TM), Mira-Lene (TM), Mira-Therm2 (TM), Mogul (TM), Mountain Trail (R), N-Dure Cycle (R), Nexus (R), Observation Deck (R), Offspring (TM), OrbX (R), Pegasus (R), Perma-Guard (TM), Perseus (TM), Physics (R), Play Cover (R), Play Terrain (R), PolyTuf (TM), Power Pedaler (TM), Pull Up!Lift (R), Reflex (R), Relay Racer (R), Rock-ite (R), Rodeo Rocky (TM), Serpent Trek (TM), Sneak-A-View (TM), Sun Sparkle (TM), Surfer (R), Tensile Tough (TM), Tensile Tower (TM), Thunder Tunnel (TM), Timber Topper (TM), Toboggan (TM), Toddlers' Choice (R), Tots' Choice (R), Tots' Choice (R) Expansion, Tots' Choice (TM) for Toddlers, Trim Timber (R), Triple Play (TM), Typhoon (TM), Versalok (R), View Groove (TM), Wavy Waffle Wall Walker (TM), Webscapes (R), Whirlwind (TM), Xcalator (R), and X-Cavator (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

Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

- 1. LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Aluminum deck posts, steel deck posts, VersaLok (R) fastening system and associated fastening hardware.
- 2. LIMITED FIFTEEN (15) YEAR WARRANTY:** All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless-steel slides, except as otherwise specified below.
- 3. LIMITED TEN (10) YEAR WARRANTY:** Fabric shade steel frames, and Shadesure™ fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
- 4. LIMITED EIGHT (8) YEAR WARRANTY:**
  - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
  - Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
  - Shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
- 5. LIMITED FIVE (5) YEAR WARRANTY:**
  - Heavy duty diamond barrier mesh and Kidrox™ Climbing Rocks.
  - Miratherm™ PVC coating against cracking or peeling.
  - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
  - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).
- 6. LIMITED THREE (3) YEAR WARRANTY:** Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
- 7. LIMITED ONE (1) YEAR WARRANTY:**
  - GFRP (Glass Fiber Reinforced Polymer) Products, Splashproof Swing Seats, 360° Bucket Tot Swing Seats and Tuff Net no climbing mesh.
  - Pool slide support structures, stairways, landings and railings.
  - All other products and components that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

**BUYER'S REMEDY:** If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering 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). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their 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.

**LIMITATIONS:** All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller and are not transferrable.

Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions.

Warranties specifically do not cover Miracle products:

- For cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion, fraying, or warping of recycled plastic lumber;
- That have been modified, altered, or repaired by unauthorized third parties;
- That have not been used as designed or intended, or misused;
- To which non-Miracle parts have been added or substituted;
- That have been removed from their original location and re-installed elsewhere, without pre-approval by Miracle;
- Or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

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

- **Inclusive Swing Seat** is constructed of **Rockite** seats molded to form a chair. Models that are 8' or 10' with chains each have two chains to suspend the swing from a swing frame header. The attached seat is a reinforced polyurethane rubber bumper. The sliding latch mechanism is constructed from 6061 machined aluminum. The chain assembly is fabricated from **4/0 straight link coil chain**. The chain is manufactured to ASTM A467-86A Class CS specifications. All rubber surfaces are EPDM. The **Rockite** seats have molded-in color. All exposed metal surfaces are bright zinc plated. The clevises are zinc plated. The chain has a **Mira-Therm** coating.
- **Inclusive Swing Seat Harness** is comprised of stainless steel swivel hooks that are sewn to 1" black nylon webbing straps with black thread. A male and female black acetal plastic buckle is used to attach the upper and lower portions of the harness. The swivel hooks attach to 316 stainless steel anchor points secured with stainless steel ratcheting channels and steel fasteners.
- **KIDS' CHOICE MIRA-THERM2 DECKS:** The deck models in the 714-50X-9 series shall consist of a (3) sided equilateral triangle deck: Model # 714-501-9, with a *deck top surface area of 7 sq. ft. (1008 sq. in.)*; a (4) sided square deck: Model # 714-502-9, with a *deck top surface area of 16 sq. ft. (2304 sq. in.)*; (4) sided (3) opening half hex decks: Model #s 714-503-9 and 714-504-9, with a *deck top surface area of 21 sq. ft. (3024 sq. in.)*; (4) sided (6) opening rectangular decks: Model #s 714-508-9, 714-509-9 and 714-510-9, with a *deck top surface area of 32 sq. ft. (4608 sq. in.)*; a (5) sided pentagon deck: Model # 714-512-9, with a *deck top surface area of 23.8 sq. ft. (3427 sq. in.)*; an (8) sided octagon deck: Model # 714-519-9, with a *deck top surface area of 60 sq. ft. (8640 sq. in.)*; and a (7) sided heptagon deck: Model # 714-517-9, with a *deck top surface area of 55 sq. ft. (7,920 sq. in.)*. Model # 714-511-9 shall be an isosceles triangle split deck (single section) designed to serve as a step platform for lower deck heights: 18" or lower for 2-5 year olds, and 30" or lower for 5-12 year olds. All other Model # 714-511-X9 split decks shall feature two triangular deck sections which shall be mounted between four posts at different heights so that a 6", 12", 18", or 24" (X) rise shall be formed along the hypotenuse between two posts. Models which rise greater than 6" shall contain a riser plate; models which rise greater than 12" shall also contain an arched enclosure assembly. *The deck top surface area of split deck models shall be 8 sq. ft. each for both sections, or total 16 sq. ft.* Riser plates shall be constructed of 11 ga. **A-60 Galvannealed** sheet; risers for 18" and 24" rises shall contain a rung and vertical supports of **1" tube**, solid **welded**, all finished in **Mira-Cote**. The arch enclosure assembly accompanying models which rise 18" and 24" shall comprise top and bottom supports and an arched upright constructed of **1" pipe**, drilled, formed and mashed, all solid **welded**, and vertical rungs of **1" tube**, with **plastic pipe plugs** inserted in open ends,

and finished in **Mira-Cote**. Decks shall be designed for maximum flexibility in height of deck surface, from 0" to (in 6" increments,) though 3', 5' and 6'-6" shall be considered standard heights. Decks shall be designed on a 48" center-to-center spacing on 5" deck posts, at equal or varied heights. All deck-to-post connections shall be made with a deck support clamp. All deck connections shall be made beneath deck with no exposed fasteners on deck perimeter. Decks with 8" wide open side shall be designed to attach to another deck with 8" wide open side at same deck height, or to a Model # 714-770-6 Flippopotamus Slide/Climber. All decks shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes (5/16" after dipping) at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat steel braces and corner braces of 7 ga. steel. The entire assembly shall be solid **welded** prior to polyvinyl coating. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. All deck surfaces shall be coated in **Mira-Therm2** or **Mira-Therm2 PE**.

- **VERSADECK** shall be a 16" wide deck with enclosures. Versadeck may be in used in a variety of deck and/or transfer applications. Deck section shall be constructed with folded 11 ga. steel sheet forming 3" tall sides with 3/16" x 1-1/2" flat steel braces, all solid **welded**. Decking sheet shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Deck shall measure 48" in length at 16" in width. Enclosure shall comprise two outer uprights and a top rail, all solid **welded**. Uprights and top rail shall be constructed of **1" pipe**, **Gator Grip** and uprights shall have mashed ends for deck attachment. Enclosure shall measure 40" in length and 9-1/2" in width. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. Deck shall be finished in **Mira-Therm2**. Enclosure shall be finished in **Mira-Cote**.

- **KIDS' CHOICE POSTS: STEEL POSTS:** The steel posts each shall be constructed of **5" tube**, **11 ga.** with a **5" round end cap** pressed into its top end. Post and end cap shall have a **Mira-Cote** finish.

- **ADA RAMP EXTENSION** (Mira-Therm2) shall be designed to provide a smooth transition from ramp to finished grade on any ground-to-deck ADA ramp assembly.

Model # 714-920E and Model # 718-920E shall be constructed of 11 ga. sheet perforated with a staggered pattern of 3/8" round holes with tapered edges. The extension shall be 47-15/16" wide at its low end, 46-5/8" wide at its ramp end, and 36" wide at its apex of 3-1/8". The ramp extension shall contain a brace of 1/4" flat with tabs of 1/4" x 2" flat for field attachment of leg. The entire assembly shall be solid **welded**. The leg shall comprise an upright of **2-3/8" tube**, **12 ga.** solid **welded** to a support channel of 11 ga. **A-60 Galvannealed** in a "T" configuration. All hardware shall be **Fastener Style A**. The ramp extension shall be finished in **Mira-Therm2** or **Mira-Therm2 PE**. The leg shall have a **Mira-Cote** finish. Model # 714-920A, # 704-920A and Model # 718-920A shall be constructed of 7 ga. sheet. The extension plate shall be 12" wide by 35-3/4" long. The entire assembly shall be solid **welded**. The extension plate shall be polyvinyl coated.

- **RAMP DECK-TO-DECK 12', 1:12 MT II** are horizontal walkways between adjacent deck systems with a 1' rise and 12' run. Spoked or open handrails enclose the ramps on both sides. Ramp sections shall be constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, with edges fold to form 3" tall walls; braces of 1/4" x 1-1/2" flat; all solid **welded**. Top and bottom rails and ramp mounting stubs shall be constructed of **1" pipe**. Infill spokes shall be **3/4" x 1" oval tube**. The entire assembly shall be solid **welded**. **Plastic pipe plugs** shall be inserted in open ends of stubs. Top, middle and bottom rails and ramp mounting stubs shall be constructed of **1" pipe**. The entire assembly shall be solid **welded**. **Plastic pipe plugs** shall be inserted in open ends of stubs. Clamp ramp stubs for mounting handrails with plastic spacers to bar sockets, clamps and posts shall be constructed of **1" pipe** containing 3/8" aluminum inserts. Support legs shall be constructed of **1-1/2" tube**, mashed and punched. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. Ramps shall be finished in **Mira-Therm2** Handrails, clamps and legs shall have a **Mira-Cote** finish.

- **MIRA-THERM2 12' GROUND-TO-DECK RAMP** 12' long inclined ramp assemblies from ground level to a 1' high deck system feature steel end posts and spoked and open handrails. Same specifications for Tots' Choice Expansion models 714-920-95, 714-920-595. The 3' x 6' ramp sections shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. 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 2" flat steel braces and corner braces of 7 ga. steel. The entire assembly shall be solid **welded** prior to PVC coating. Each handrail assembly shall consist of a top and bottom rail, uprights, and leg extension stubs. The top and bottom rails shall be constructed of **1" pipe**. The uprights and stubs shall be constructed of **1" tube**. The entire assembly shall be solid **welded**. **Plastic pipe plugs** shall be inserted in ends of stubs. Each handrail assembly shall consist of a top, bottom, and middle rail constructed of **1" pipe**. The leg extension stubs shall be **1" tube** with **plastic pipe plugs** inserted in open ends. The middle rail shall be **welded** to the top rail. The entire assembly shall be solid **welded**. The handrail stubs shall be constructed of **1" pipe** with 3/8" aluminum inserts. The ramp support shall consist of a 41" rung of **1" pipe** and a bolting plate constructed of 7 ga. G-90 galvanized sheet. Ramp legs shall measure 59" and shall be constructed of die-formed **1-1/2" tube**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The handrails, posts, stubs, legs, and clamps shall have a **Mira-Cote** finish. The ramps shall have a **Mira-Therm** finish.

- **ENCLOSURE ASSEMBLY** shall consist of enclosure rails and uprights. The enclosure rails shall be constructed of **1" pipe** (*except Tots' Choice models which shall be 1" tube*), drilled, with **plastic pipe plugs** inserted in the open ends. The uprights shall be constructed of **3/4" x 1" oval tube** (*except Tots' Choice models which shall be 1" tube*), mashed on both ends. The enclosure assemblies shall be solid **welded**. The enclosure assemblies shall have a **Mira-Cote** finish.

- **END LADDER** shall comprise two uprights with horizontal rungs solid **welded** between. Models with no footings shall also have a 41-1/2" (KC and TCX) or 37" (TC) long bottom rung comprised of **1" pipe**, solid **welded** to uprights. The rungs and uprights shall be constructed of **1" pipe**, formed. End ladder shall

measure 104-1/4" x 37-1/4"; end ladder with 1' top rung shall measure 39-1/4" x 37-1/4"; end ladder with 2' top rung shall measure 51-1/4" x 37-1/4"; end ladder with 3' top rung shall measure 63-1/4" x 37-1/4". All **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. All hardware shall be **Fastener Style A**. The **Versalok Fasteners** and ladders shall have a **Mira-Cote** finish.

- **BIG KAHUNA** shall resemble a cartoon-like fish character facing upward as if ascending or leaping, with molded-in view grooves ("gills"), "fishbone"-textured climbing surface, and molded-in "scales." The climber shall be available in two forms: a ground-to-6'-6"-deck model (Model # 714-752-6), and a between-decks-with-2'-rise model (Model # 714-752-2) which may not be mounted to upper decks greater than 8' in height, and which shall require longer than standard posts for proper assembly. The one-piece climber shall be constructed of double-wall **Rockite** with wall thickness between 1/4" and 3/8", shall measure approximately 4'-3" x 6'-10" x 8'-10", and shall weigh approximately 300 lbs. The deck enclosures (and angle enclosures for Model # 714-752-6) shall consist of top supports, a bottom support, and uprights constructed of 1" pipe, and spoke infill of 3/4" x 1" oval tube. The lower deck enclosure (for Model # 714-752-2) shall consist of formed rails of 1" pipe. The assemblies shall be solid **welded** and drilled. Ends of deck enclosure uprights shall be mashed for field assembly to decks. The angle enclosures' top rail shall have threaded inserts factory-installed for field attachment to deck enclosures. Bar assemblies (used as overhead climbing rungs) shall be constructed of 1" pipe with solid **welded** mounting plates of 11 ga. **A-60 Galvannealed**. The stubs (for Model # 714-752-2) shall be constructed of 6' long segments of 1" pipe with factory-installed threaded inserts in one end. The front legs (for Model # 714-752-6) shall be constructed of 1-1/2" pipe and 7 ga. **A-60 Galvannealed** sheet, solid **welded** and drilled. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure assemblies, legs, bar assemblies, stubs, and clamps shall be finished in **Mira-Cote**. The climber shall have color molded in.

- **DNA CLIMBER TO DECK** shall be a balance and climbing challenge featuring twisted rungs and ropes up to a 5', 6' and 6'-6" deck. Arch shall be constructed of 5" tube, 11 ga. with a 78.5-degree arch radius and 115-1/2" arch length. At 15" intervals and approximately 21° apart, a rung shall be solid **welded** to arch. Rungs shall consist of a 29" long, 1" pipe, 10 ga. **welded** to a 4" diameter hollow steel ball. A 7 ga. sheet, A-60 galvanized bracket shall be **welded** to climber for deck attachment. Entire weldment shall measure 121-1/16" in length and 95-3/8" in height. Enclosure shall comprise top rails, L rails, arch of 1" pipe, and spokes of 3/4" x 1" oval tube. All solid **welded**. Enclosure shall measure 62-3/8" in length and 41-1/2" in width (*except Tots' Choice models shall measure 62-3/8" in length and 36-7/8" in width*). Rope shall be constructed of 16 mm sheathed wire. All fastening hardware shall be **Fastener Style A**. DNA Climber shall be finished in **Mira-Cote**.

- **POD HOPPERS** shall comprise a post assembly with 3 attached hex-shaped pods ascending to 3', 4', 5' or 6'-6" deck systems, with an entry enclosure and formed hand supports on both sides. Each post assembly shall comprise a center tube of 3-1/2" tube, 13 ga., supporting arm bracket of 7 ga. galvanized steel sheet, pod supporting arms of 1-1/4" pipe, pod mounting plate of 11 ga. galvanized steel sheet, pod support tube of 1-1/4" pipe, support tube brace plate of 11 ga. galvanized steel sheet, and based plate of 7 ga. galvanized steel sheet. All post assemblies shall measure 22-13/16" in length center to center and 6-5/8" in width center to center. Post assemblies for 3' deck shall measure 60-5/16" and 44-5/16" in height. Post assemblies for 4' deck shall measure 72-5/16", 60-5/16" and 44-5/16" in height. Post assemblies for 5' deck shall measure 84-5/16", 66-5/16" and 48-5/16" in height. Post assemblies for 6' deck shall measure 102-5/16", 84-5/16", 66-5/16" and 48-5/16" in height. Post assemblies shall be solid **welded**. Each pod shall be constructed of **Rockite** containing a textured, hex-shaped top surface measuring approximately 16" diameter. Pod shall measure 12" in height. Arch enclosure assemblies for KC and TCX shall consist of top supports, a bottom support, and an arched upright constructed of 1" pipe, formed, mashed and punched, and vertical run infill constructed of 1" tube, all solid **welded**. Loop enclosure assembly for TC shall consist of balusters, a support rail and arched upright constructed of 1" pipe, formed, mashed, punched and solid **welded**. Hand supports shall be constructed of 2-3/8" tube, 12 ga. For models that have the Nature Arch enclosure, enclosure shall comprise two top supports and arched upright of 1" pipe solid **welded**. Brackets of 11 ga. galvanized sheet steel are stitch **welded** to the 1" pipe frame. Boards of 1" x 5.5" recycled plastic and wood composite are fastened to the frame with **Fastener Style A** hardware. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** pods shall have color molded in. The post assemblies, hand supports, enclosure and clamps shall be finished in **Mira-Cote**.

- **CYLINDER PANELS** shall contain nine cylinders in rows and columns of three which spin independently of one another. Each cylinder shall contain two molded-in graphic images on opposite sides which may be aligned with other cylinders to complete a larger image, a series, a word, or an academic exercise. Kids' Choice models shall include enclosures. The panel shall be constructed of **Rockite** with all corners rounded and shall have cylinder assembly's factory-installed using tamper-proof hardware. The panel assemblies for the Tots' Choice above-deck models shall contain three mounting tabs of 11 ga. **A-60 Galvannealed welded** to the assembly for field attachment to decks. Each cylinder shall be constructed of **Rockite** with molded-in graphics on two "sides." Cylinder axles shall be constructed of 1" pipe. Enclosures for Kids' Choice models shall each consist of a vertical upright and horizontal stub of 1" pipe solid **welded**, drilled and formed. All **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. All hardware shall be **Fastener Style A**. The **Rockite** panel and cylinders shall have color molded in. The **Versalok Fasteners**, enclosures and panel tabs shall have a **Mira-Cote** finish.

- **HOW TALL RU PANEL** shall be an easy, colorful way for kids to see how quickly they grow. Simple post mounted Panel is marked in both centimeters and feet. The panel shall be constructed of **Mira-Lene** with all corners rounded. Panel shall have routed inches/feet and centimeters. Panel shall measure 39 7/8" x 8". Brackets shall be constructed of 11 ga. A-60 sheet. Each assembly shall contain **Fastener Style A** hardware. Panel and brackets shall have a **Mira-Cote** finish.

- **IMAGINATION PANELS** and Activity Panels shall be constructed of **Mira-Lene** and shall measure 36-1/2" x 40" with all corners rounded. The panels shall have routed designs, including themes of a space ship panel, general store counter, a barn wall panel, a barn door panel, a barn window panel, a bank teller window, a television front, a puppet stage, a window, a computer screen, a door, a park ranger, a fire truck, a police car, a train engine, a taxi cab, two airplanes

(both containing two steering wheel assemblies, one also containing a clear polycarbonate window mechanically fastened to panel), a race car, an alphabet finger maze, an abstract finger maze, a calculator, a bus stop/bench, a rest stop/bench, jump height measurements for a 3' and 5' deck, a sign language alphabet, a Spanish-English translation, a Chinese-English translation, Braille alphabet with riddles, a drum panel, welcome and age appropriate messages, interconnected gears, gear-driven pistons, and sliding tiles. Rung brackets shall be constructed of **1" pipe** and 11 ga. **A-60 Galvannealed tabs solid welded** (except Tots' Choice models which shall have brackets constructed of **1" tube** and 11 ga. **A-60 Galvannealed tabs solid welded**.) The star brackets for the space ship panel shall be constructed of 11 ga. HRPO steel and powder coat painted. The steering wheel(s) on vehicle themed panels shall be constructed of a high-density blow molded polyethylene produced from high performance, U.V. stabilized resins with a comprehensive additive package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D-638, D-790 and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection molded polypropylene which shall contain U.V. light stabilizers. The Piston panel and Gear panel each shall contain a clear polycarbonate cover mechanically fastened over sets of 1/4" thick gears (drive gears not covered by window). The gears shall be constructed of high-density polyethylene, which shall turn on nylon bushings, except for the black nylon handles and drive gears which shall turn on bronze bushings. The piston panel shall also contain connecting rod and piston shapes of 1/4" thick high-density polyethylene. The reverse side of both panels shall contain routed text and/or designs. The Sliding Tile panel shall contain 15 movable, tongue-and-groove tiles with routed numerals to be constructed of 1/4" thick high-density polyethylene. The panels and steering wheel shall have molded in color with each panel assembly having a laminated, two-color scheme. Calypso drum panel shall contain 3 rotational molded drums of low-density polyethylene resin. Each drum shall be attached to the panel through a cover plate constructed of 11 ga. galvanized steel sheet with a **Mira-Cote** finish. Each assembly shall include **Fastener Style A** hardware and **Versalok Fasteners**. Panels and steering wheels shall have color molded in, and rung brackets and clamps shall be finished in **Mira-Cote**.

- **ACTIVITY PANEL INSERTS** available for Kids' Choice, Tots' Choice and Tots' Choice Expansion. Inserts shall be constructed from a combination of 1/2" thick high-density polyethylene, 3/4" thick high-density polyethylene, 3/16" thick polycarbonate, linear low-density polyethylene caps and stainless-steel ball bearings. The inserts shall have interactive, sensory and inclusive play for kids of all abilities including funhouse insert, very buried insert, a-maze-ing insert, four-the-win insert, magical music insert, hypnotize insert and slide & solve insert.
- **ROCKITE BUBBLE PANEL/ROCKITE PANEL WITH HOLE/VIEW GROOVE PANEL/30 DEGREE LOOK-OUT PANEL** shall be constructed of **Rockite** with all corners rounded. The 30-degree Look-Out panel shall have a molded in 30-degree extension. The enclosure shall consist of uprights and support bars, all constructed of **1" pipe**, drilled and formed (except Tots' Choice models which shall have an enclosure consisting of a top rail of **1" tube** with two tabs and two brackets of 11 ga. galvanized sheet, solid welded). The bubble shall be vacuum formed from clear polycarbonate sheet. The spherical bubble shall measure 24" in diameter and shall be attached to the panel in the factory using tamper proof screws and flat washers. The view groove panel shall have six 2" view slots evenly spaced at 5-1/4" with slant of 20 degrees from vertical. Horizontal rungs shall have a **Mira-Cote** finish. **Rockite** panels shall have color molded in.
- **STEEL PANELS** shall be durable above or below deck components designed to enhance imaginative play. All assemblies shall comprise **1" pipe**, **Gator Grip** rungs and panels composed of 11 ga. sheet, laser cut. Above deck Ocean Play, Butterfly, Moon, Eagle Family, and Wilderness Flock shall measure 33-5/8" x 36. Above deck Window panel, Steel Steering Wheel panel and KC and TCX Tic Tac Toe Panel shall measure 41-1/6" x 41-1/2". Above Deck TC Tic Tac Toe Panel shall measure 40-11/16" in height and 37" in width. Below deck Window panel and Steel Steering Wheel panel shall measure 41-1/2" in width and 36-1/4" in length. Below deck Door panel shall measure 41-1/2" x 36-1/4" for KC and TCX, and 37" x 37-1/2" for TC and Tots' Choice for Toddlers. Below deck Counter panel shall measure 41-1/2" x 18-1/16" for KC and TCX, and 37" x 18-1/16" for TC and Tots' Choice for Toddlers. Below deck Valance shall measure 41-1/2" x 12-1/16" for KC and TCX, and 37" x 12-1/16" for TC. Below deck Tic Tac Toe Panel shall measure 37-5/16" in width and 36-1/4" in height for KC and TCX. Below deck Tic Tac Toe Panel for TC shall measure 37" in width and 37-1/2" in height. Steering wheel and knob for Steel Steering Wheel panel shall be constructed of aluminum. Tic Tac Toe Cylinders shall be constructed of cast aluminum with etched "x's" and "o's". Cylinders will attach to panel via an axle constructed of 1" OD x 14 ga. tube, A-60 with stainless steel hardware and plastic spacers. The assemblies shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The rungs, clamps and steel panels shall have a **Mira-Cote** finish. The lemons, name plate, counter top and panel plastic shall be **Mira-Lene**. A fiberglass embedded, gloss finish, 0.125" thick sign with ALSF Branding shall be affixed to the Alex's Lemonade Stand Panel with stainless steel fasteners.
- **RISER PLATES** shall be used between adjacent decks of 12" rise or greater. Riser plates shall be constructed of 11 ga. **A-60 Galvannealed**. The step rung and supports (on 24" models and certain 18" models) shall be constructed of **1" tube**, solid welded. The risers shall bolt to the edge of the upper and lower decks. Kids' Choice 18" and 24" riser assemblies shall feature an arch enclosure assembly comprising top supports, a bottom support, and an arched upright constructed of **1" pipe**, formed, mashed, and punched, with infill vertical rungs of **3/4" x 1" oval tube**. For models that have the Nature Arch enclosure, enclosure shall comprise two top supports and arched upright of **1" pipe** solid welded. Brackets of 11 ga. galvanized sheet steel are stitch welded to the **1" pipe** frame. Boards of 1" x 5.5" recycled plastic and wood composite are fastened to the frame with **Fastener Style A** hardware. Tots' Choice 18" and 24" riser assemblies shall feature a loop enclosure comprising two top supports, an arched upright and infill vertical rungs of **1" tube**. Kids' Choice, Tots' Choice and Tots' Choice Expansion 6" risers shall be used in conjunction with a 90-degree L-Ramp. Each enclosure assembly shall be solid welded. Models with enclosures shall contain **Versalok Fasteners**. All models shall contain **Fastener Style A** hardware. Riser plates, enclosures and clamps shall have a **Mira-Cote** finish.
- **MIRA-THERM2 SQUARE TRANSFER POINTS** shall be designed to assist disabled users gain access to and egress from a deck system. The stair assembly shall be constructed of 11 ga. steel stringers solid welded to 11 ga. steel sheet decking that is perforated in a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Approximate dimensions of stair assembly shall be 26" overall width, 14" deep step tread and 8" high step rise. The 26" square (approximate) transfer point shall be constructed of 11 ga. steel sheet folded to form approximately 3" high sidewalls. The decking shall be perforated as

described above. It shall be reinforced with cross braces of 3/16" x 2" HR flat solid **welded**. The bottom step shall be constructed of 11 ga. steel sheet (with folded edges) perforated as described above. The step shall be approximately 26" wide by 14" deep by 6-1/2" high. Kids' Choice deck enclosures shall be constructed of formed 1" **pipe**, including a **welded** upright of the same material. Tots' Choice deck enclosures shall be constructed of 1" **pipe** and a formed and **welded** upright of 1" **tube**. Each deck enclosure assembly shall be drilled for field assembly of a stair handrail and shall have its bottom end mashed and punched for field assembly to deck. Stair handrail assemblies shall be **welded** upper and lower handrails of formed 1" **pipe**. Closed handrails shall contain vertical uprights of 3/4" x 1" **oval tube welded** within. Swaged handrail extensions for field assembly to handrails shall be constructed of 1" **pipe**. A transfer deck handrail constructed of formed 1" **pipe** shall be field assembled to one handrail newel upright and transfer point deck edge. Models designed for assembly to 5' and 6' or 6'-6" decks shall contain handrail sleeve supports constructed of 1-1/4" **pipe, 10 ga.** The "U"-shaped transfer step handrail shall be formed 1" **pipe**, drilled for field assembly to transfer point deck and bottom step. Its apex shall be 36-1/8" from finished grade. The rung leg shall be 1" **pipe** with ends mashed and punched for field assembly to bottom step. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The stairs, bottom step, and transfer point deck shall be finished in **Mira-Therm2** or **Mira-Therm2 PE**. The deck enclosures, handrails, extensions, sleeves, leg and clamps shall be finished in **Mira-Cote**.

- **WAVE ROOFS** act as an attractive roof to provide shade to your system. Roof and Post Topper shall be constructed of **Rockite**. Post Weldment shall comprise an angle plate, cape and plate of 3 mm galvanized sheet, a tube support of RDTB ILG 60.3 mm x 2.7 mm, a 12.5 mm diameter steel rod roof support and a swage constructed of RDTB ILG 127.0 mm x 3.0 mm. The assembly shall use **Fastener Style A** hardware.

- **BUNNY HILL SLIDE** shall be a single wide bedway Groove slide for a 3' deck, with a **Rockite** canopy. The slide shall be constructed of **Rockite** with threaded fasteners incorporated for assembly. The dimensions shall be: bedway width, 31-1/4"; outside overall, 40"; rail width, 3-5/8"; top of bedway to top of rail, 6-1/2"; and bedway thickness, 4-1/2". The front "T" leg shall be constructed of a vertical 2-3/8" **tube, 12 ga.** and a 1-1/4" x 3-1/4" channel top constructed of 11 ga. sheet, **welded** to the upright in a "T" configuration. The canopy shall be constructed of **Rockite** with threaded fasteners incorporated for assembly. The canopy shall have an inside width of 39" and an outside width of 44" and shall be slanted at 37 degrees. It shall be field-attached to the posts via clamps and a 41-1/2" rung of 1" **pipe**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** slide and canopy shall have color molded in. The legs, rung and clamps shall have a **Mira-Cote** finish.

- **CHAMELEON II SLIDE SYSTEM** shall feature interchangeable bedway sections to present maximum versatility in design configuration. The componentized, open bedway slide assembly may be attached to 2'-6" - 8' decks. The bedway sections, entry panel and exit section shall be constructed of double wall **Rockite** with a 18" bedway and 13-3/4" high sidewalls. The entry panel shall be supported by a rung of 1" **pipe**. The "T" front leg shall be constructed of 1.5" X 16 ga. **square tube** and a bracket of 7 ga. galvanized sheet steel. Support legs shall be constructed of 1.66 OD x 13 ga. tube and a mounting bracket of 7 ga. sheet, solid **welded**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The rung, front leg, support legs and leg brackets shall have a **Mira-Cote** finish. The **Rockite** slide sections shall have color molded in.

- **CHAMELEON II VORTEX SLIDES** feature interchangeable bedway sections to present maximum versatility in design configuration. The componentized, open bedway slide assembly may be attached to 2'-6" - 8'-6" decks. The bedway sections, entry panel and exit section shall be constructed of double wall **Rockite** with a 18" bedway and 13-3/4" high sidewalls. The entry panel shall be supported by a rung of 1" **pipe**. The front leg shall be constructed of 1.5" X 16 ga. **square tube** and a bracket of 7 ga. galvanized sheet steel. Support legs shall be constructed of 1.66 OD x 13 ga. tube and a mounting bracket of 7 ga. sheet, solid **welded**. Shall be constructed of 7 ga. galvanized sheet steel, solid **welded**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The rung, front leg, support legs and leg brackets shall have a **Mira-Cote** finish. The **Rockite** slide sections shall have color molded in.

- **TYPHOON II SLIDES WITH DOMED WAVE HOOD** shall be one-piece open bedway slides, with 6'-2" platform, domed wave hood and step or ramp assembly, designed for attachment to 4', 5' and 6'-6" decks. 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 side wall. The center post shall be constructed of 4-1/2" **tube**. The step assembly shall be constructed of 11 ga. steel sheet folded and perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, solid **welded** to stringers of 11 ga. black steel. The handrail assembly shall consist of a top and bottom rail and newel post formed, constructed of 1" **pipe** with infill of 3/4" x 1" **oval tube**. The step enclosure assembly shall be solid **welded**. **Plastic pipe plugs** shall close open ends. The deck enclosures shall consist of a vertical rail, and top and bottom rail, formed, constructed of 1" **pipe** with an upright of 3/4" x 1" **oval tube**, and 3/8" aluminum inserts in the rail ends for attachment to the step enclosures. The deck enclosure assemblies shall be solid **welded**. The slide hood shall be **Rockite**. The hood shall have molded-in view grooves for viewing children. The back-up plates used to connect the step assembly and the barrel shall be constructed of 1/4" x 1" x 4-1/2" flat steel. The front leg shall be constructed of 2-3/8" **tube, 12 ga.** and shall be attached to the slide using a channel constructed of 7 ga. sheet. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** slide and slide hood shall have color molded in. The step shall be finished in **Mira-Therm**. The handrail assemblies, deck enclosures, front leg, and clamps shall have a **Mira-Cote** finish. The back-up plate shall have a zinc plate finish.

- **MIRA-THERM2 ATA STAIRS BETWEEN DECKS** shall be stair assemblies, with spoked or open handrails, designed to connect decks of different heights. The steps shall be constructed of 7 ga. steel stringers with treads constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, solid **welded**, with polyvinyl coating. The braces shall be constructed of 11 ga. black. The spoked handrails shall consist of a top and bottom rail and newel post, all of 1" **pipe**, and uprights constructed of 3/4" x 1" **oval tube**, all solid **welded**, with **plastic pipe plugs** inserted in open ends. Top rails shall have 3/8" aluminum inserts. The open handrails shall consist of a top and bottom rail and newel post of 1" **pipe**, all solid **welded**, with **plastic pipe**

**plugs** inserted in open ends. Top rails shall have 3/8" aluminum inserts. The top deck enclosure shall consist of enclosure rails and an upright, both to be constructed of **1" pipe**, drilled and solid **welded**, with one end of upright mashed for field attachment to deck. The bottom deck enclosure shall consist of horizontal rails and an upright of **1" pipe**, drilled and solid **welded**, and a spoke upright of **3/4" x 1" oval tube**. The upright shall be mashed on one end for field attachment to deck. Inserted in open ends will be **plastic pipe plugs**. The assembly shall include **Fastener Style A** hardware and **Versalok Fasteners**. The step assemblies shall be finished in **Mira-Therm2** or **Mira-Therm2 PE**. The deck enclosures, handrails, and clamps shall be finished in **Mira-Cote**.

- **BONGO BRIDGES** shall be designed to enter/exit 2' or lower deck systems, either as a bridge between decks, a ground-to-deck "stair," or as a freestanding assembly with no decks. When installed as a bridge, pods may be installed at ascending/descending heights or all level but should follow a straight course between decks. Freestanding pods may ascend and descend and may follow any course so long as pods are set 7" to 9" edge-to-edge. Pods may also be clustered and installed flush with each other to create a table, seats, small climber, etc. Regardless of layout and design, pod steps top surface may be set no greater than 24" from finished grade. Note: If designing as bridge between 2'-0" decks intended for 2 to 5-year-old users, deck enclosures Model # 714-813-5 must be installed on each deck, which shall be sold separately. Each pod step shall be constructed of **Rockite** and shall contain a honeycomb textured, hex-shaped top surface measuring approximately 16" diameter. Pod steps shall measure 12" high without posts. Posts shall be constructed of **1-1/2" pipe** with a 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized solid welded** to the posts. Post lengths shall be 38-5/16" before field assembly to pods. Overall assembled length shall be 42". All fasteners shall be **Fastener Style A**. The **Rockite** pod steps shall have color molded in. The posts shall be finished in **Mira-Cote**.
- **CRUNCH STATION** shall be a semi-circular horizontal rung assembly designed for mounting on a 5" steel deck post with the rung set 50" - 80" from finished grade. The Crunch Station shall enable the user to perform leg lifts and crunches in a standing position. It shall be constructed of a cut and formed **1" pipe** segment solid **welded** to support and bolt plates of 7 ga. galvanized steel. All hardware shall be **Fastener Style A**. The assembly shall have a **Mira-Cote** finish.
- **WAVE BARRIERS** are designed to provide fall protection on Kids' Choice Deck systems. The barrier shall comprise a frame with uprights and rungs of 1.315" O.D. x 14 ga. galvanized, embossed tubing, fully **welded**. Brackets of 11 ga. galvanized sheet steel are stitch **welded** to the tubing to complete the frame. Top Barrier shall be **Mira-Therm**. The barrier shall comprise a frame with uprights and rungs of 1.315" O.D. x 14 ga. galvanized, embossed tubing, fully **welded**. Brackets of 11 ga. galvanized sheet steel are stitch **welded** to the tubing to complete the frame. Top Barrier shall be **Mira-Therm**. Mesh shall be constructed of galvanized **welded** wire, 0.224" dia. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The frame and clamps shall have a **Mira-Cote** finish. The Top Barrier shall be available in **Mira-Therm** finishes.
- **BELL, POST MOUNT** shall be designed to provide noisy, imaginative play to any pre-existing deck post. The Bell Assembly shall consist of a Bell, A Bell Support, a 6-link Chain, and eyebolt, and **Fastener Style A** hardware. The Bell shall be constructed of **A-60 Galvannealed**. The Bell Support shall be constructed of **1" pipe**, **Gator Grip**. The Bell Chain shall be constructed of **4/0 straight link coil chain**. The Bell shall have a **Mira-Cote** finish.
- **RISK MANAGEMENT SIGN** is intended to inform the parents and children that adult supervision is recommended, along with smart play on the equipment in the play area. Sign shall be constructed of fiberglass embedded, gloss finish, 0.125" thick. Steel frame shall be 2-3/8" OD 12 gauge galvanized steel tubing, 13 gauge galvanized steel sheet for mounting sign, and 3/8" thick hot rolled steel base plate on each leg. Extension tube shall be 2.375 12GA GLV-IL X 24' tube round. Hardware shall be stainless steel that requires tooling to install or remove. Frame shall have a **Mira-Cote** finish.
- **SPRING RIDERS WITH C SPRING** shall be "C" Spring Riders which provide children traditional rocking horse type movement utilizing two "flat strip" style springs, each of which has been curved to form a "C" shape. The rider body shall consist of a **Rockite** figure or mold positive supported by the body frame. Wall thickness of molded components shall be 3/16" to 1/4". The body frame shall consist of front and rear supports constructed of **1-1/2" tube** and/or of 2" x 2" x 1/4" angle, a cross member constructed of **1-1/4" pipe**, and handholds of **1" tube** and/or **Gator Grip**, a cross brace of 1-1/2" x 1-1/2" x 3/16" angle and **Gator Grip**, a mount of 1/4" x 1-1/2" flat or 1/4" plate, and a base and gussets constructed of 7 ga. sheet. Model # 939 shall be shaped like a space shuttle. Model # 950 and # 951 shall be shaped like cars. Model # 950 shall have a race car theme while model # 951 shall have a safari "camouflage" theme. Model # 952 shall have a baby dinosaur theme. Model # 960 is shaped like a ladybug, Model #961 is shaped like a bumblebee, Model # 962 is shaped like a grasshopper, and Model # 963 is shaped like a snail. The "C" springs shall be constructed of 3/8" or 7/16" spring steel, 4" wide by approximately 41-1/2" long, bent 180 degrees to form a large "C". Mounting Frame for Model # 963 shall be constructed of one vertical riser of 11 ga. tube **welded** between an attachment plate of 3/8" black sheet steel measuring 9" x 12" and two 8" x 2" x 2" x 1/4" base angles. Footrest for Model # 963 shall consist of a formed **1" tube** footrest bar (containing 1" stainless steel plugs closing ends) with two tie bar mounting plates of 1/4" flat solid **welded**. Security plates and spacers shall be constructed of 1/4" flat sheet. Anchor bolts shall be 1/2"-13 x 12" mechanically galvanized steel with 2" of threads running from the end and a 90-degree bend at approximately 1-1/4" from the opposite end. All fastener hardware (other than anchor bolts) shall be **Fastener Style A**. The **Rockite** rider bodies shall have color molded in. Handholds shall have a galvanized finish. The "C" springs, security plates, and spacers shall be finished in **Mira-Cote**. Decals for the Spaceship Columbia shall be positioned on the fuselage and wings. A number decal for the race car shall be positioned on the side. Lucky and Buzzy shall have molded in color for the spots and stripes and molded decals for the eyes. Hoppy and Pokey shall have molded in graphics for the eyes. All rider bodies shall have painted trim.
- **TWIN RIDERS** shall contain twin coil springs which give riders a four-way rock and teeter. The assembly shall include a sturdy steel frame, aluminum seats, and steel hand and foot rests. The support arm shall be 2" x 3" x 3/16" rectangular tube, 5'-8" long. The handholds and footrests shall be 1" O.D. x 14 ga. galvanized tube and shall be **welded** to a frame of 1/4" x 2" flat steel. The coil springs shall be heavy-duty, eight coil, 3/4" diameter round spring steel. The

spring shall be 5-9/16" in diameter by 13" long. Each spring will have two Spira-Lok plates for attachment to the support arm and mounting frame. The seats shall be cast aluminum with approximate dimensions of 13" x 10" x 1-1/2". The mounting frame shall be constructed of two 27-5/8" long support tubes of 5" tube, welded at the top to a mounting plate of 3/8" black sheet steel containing two welded 3/4" x 2-1/4" bolts, and welded at the bottom to two steel angles measuring 1/4" x 2" x 2" x 7-1/2". For models featuring a character, the character shall consist of a molded figure constructed of high strength, rotationally molded polyethylene plastic that is capable of withstanding extreme weather and playground punishment. The interior framework shall be 1-1/4" pipe welded to a 3" x 2" x 3/16" mounting angle. Support arm, seats, hand and foot holds, Spira-Lok and coil springs shall have a Perma-Guard finish. The character head shall have color molded in with enamel trim. The mounting frame shall have a galvanized finish.

- **ARCH SWING FRAMES 3.5" (inground and bolt down)** shall consist of arch weldments and header weldments which assemble to form a swing frame. Swings must be ordered separately. Arch weldments shall consist of the arch and stub(s). Arches shall be constructed of 3-1/2" tube, 11-gauge. Stubs shall be constructed of 4" tube, 7-gauge. The stub(s) shall be solid welded to the arches. The header weldment shall consist of the header and bushing housings. The header shall be constructed of 3-1/2" tube, 8-gauge. The header shall have bushing housings welded to it with oil-impregnated bushings installed after painting. The clevises shall be cast of ductile iron grade 60-40-18. All fastening hardware shall be **Fastener Style A**. The arches and header shall be finished in **Mira-Cote**. The clevises shall be zinc plated.

- **GENERATION SWING SEAT** is a **Rockite** seat molded to form a double-sided swing, one side a tot swing design and the other for an adult.

## **Technical Data for Processes and Finishes of the Highlighted Items**

- **4/0 straight link coil chain** is trivalent zinc finish with a 670-pound working load limit. All chain shall be manufactured to ASTM A467-86A Class CS specifications.

- **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 2-3/8" tube, 12 ga. 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.

- **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 degree-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-Lene (TM)** is compression-molded, 3/4" thick, high density polyethylene that has been specifically formulated for optimum U.V. stability and color retention. Compression-molded products have a density of .952 g/cm<sup>3</sup> per ASTM D1505 and tensile strength of 3900 PSI per ASTM D638.
- **Mira-Therm2 PE** is a non-toxic copolymer polyethylene coating applied to a thickness of 1/16". Mira-Therm2 PE contains U.V. light stabilizers, anti-microbial additives and color pigments. Mira-Therm2 PE contains no orthophthalates or other banned substances. Mira-Therm2 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-Therm2 PE meets the FMVS 302 flammability rating, the requirements of California State Law and the 2008 CPSI Act.
- **Perma-Guard (TM)** is an acrylic polyurethane, two component ultra-violet radiation inhibited coating. Three U.V. inhibitors and antioxidants work synergistically to provide protection from all climate and environmental conditions. Perma-Guard's hard, smooth surface makes it impact resistant and able to withstand heavy traffic and abuse. Graffiti can be removed with a suitable solvent. For metal parts, 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. Perma-Guard is applied and either air-dried or baked-on in an oven at 180 degrees F to form a hard, smooth, durable finish.
- **1" pipe is GATOR GRIP embossed 14 ga., 1" pipe sized tube (1.315" OD; approx. 1-5/16" OD.)**
- **1" pipe, 10 ga. is 10 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.)**
- **1-1/4" pipe, 10 ga. is 10 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.)**
- **plastic pipe plugs** are injection molded polypropylene containing U.V. light stabilizers.
- **Rockite (R)** (Rotational Molded 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".
- **Slashproof Seat** is a flexible flat single strap seat with end attachment points and an exterior surface of blue EPDM rubber. Models with chain have two segments of **4/0 straight link coil chain** to suspend the swing from a swing frame header. The Slashproof seat is constructed of a 4" wide inner steel insert of type 301 stainless spring steel, 0.020" thick. The Slashproof seat is 26" long (excluding mounting triangles) x 5" wide x 5/8" thick at the front and rear leading cushion edges. The rubber molded to the steel core is 70 durometer blue EPDM. At each end, a 16 ga. galvanized steel clip 3" wide is attached by three

stainless steel rivets through the clip and seat subassembly. A 3/8" diameter galvanized steel mounting triangle is encompassed by the steel clip at each end of the seat. For Model # 284-74, the lower 30" of the chain is finished in **Mira-Therm2**.

- **360 Degree Slashproof Tot Seat** is a flexible seat fabricated into a configuration of a wide strap under and through the bottom, a wide strap running completely around at the top, and two (2) interconnecting straps at the front and rear of the seat for complete enclosure of the small user. The exterior surface is blue EPDM rubber. Models with chain have two segments of **4/0 straight link coil chain** to suspend the swing from a swing frame header. The 360-degree tot seat is constructed of a one-piece die cut 0.020" thick, martinsitic spring steel insert with 70 durometer blue EPDM rubber, 1/4" thick, molded to the insert. The main seat strap is 5" wide, the back strap is 4" wide, and the front strap is 2" wide. The two (2) places where the straps are interconnected and form the suspension points for the seat are held by a clip and grommet system. The clip is 4" wide 16 ga. galvanized steel. There are two grommets per clip, each of which is 3/4" O.D. by 14 ga. wall galvanized steel tube, flared to securely attach the clip to the seat. The two (2) mounting triangles are secured to the seat by clips and are made from 3/8" steel round stock, formed and galvanized. For Model # 299-74, the lower 30" of the chain is finished in **Mira-Therm2**.

- **Generation Swing Seat** is a **Rockite** seat molded to form a double-sided swing, one side a tot swing design and the other for an adult. Models with chains have two chains to suspend the swing from a swing frame header. The chain assembly is fabricated from **4/0 straight link coil chain**. The **Rockite** seat has molded-in color. All hardware used is **Fastener Style A** except for the spacer collar which is aluminum.

- **Inclusive Swing Seat** is constructed of **Rockite** seats molded to form a chair. Models that are 8' or 10' with chains each have two chains to suspend the swing from a swing frame header. The attached seat is a reinforced polyurethane rubber bumper. The sliding latch mechanism is constructed from 6061 machined aluminum. The chain assembly is fabricated from **4/0 straight link coil chain**. The chain is manufactured to ASTM A467-86A Class CS specifications. All rubber surfaces are EPDM. The **Rockite** seats have molded-in color. All exposed metal surfaces are bright zinc plated. The clevises are zinc plated. The chain has a **Mira-Therm** coating.

- **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-513 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.

- **1-1/2" tube** is 1-1/2" OD, 16 ga. **round tube**. It conforms to ASTM A-500.

- **2-3/8" tube, 12 ga.** is 2-3/8" OD, 12 ga. **round tube**. It conforms to ASTM A-500.

- **3-1/2" tube, 13 ga.** is 3-1/2" OD, 13 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.

- **5" tube, 11 ga.** is 5" OD, 11 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.

# EXHIBIT A – DESIGN #2 – WEBBER RECREATIONAL DESIGN, INC

## MIRACLE PLAY EQUIPMENT 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 F1487-17 "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 F1487-17.

**TRADEMARKS** Aquarius (R), Big Kahuna (R), Big Timber (R), Bongo (TM), Boulder Ridge (R), Bug Bites (R), Camel Back (TM), Center Stage (R), Chameleon (TM), Coil Curler (TM), Connexion (R), Dupli-Gator (R), Flex Jet (R), Flippo (TM), Flippopotamus (R), Fun Fone (TM), Fun Tunnel (R), Funnel Tunnel (TM), Funshades (TM), Gator Grip (R), Gemini (TM), Gravity (TM), Grizz-Lee Bear (R), Groove (TM), Groove II (R) Slide, Hang-A-Round (R), Interaxion (TM), JAX (R), Kidrox (R), Kids' Choice (R), Kids' Perch (TM), Libra (R), Linkz (TM), Loopz (TM), Mega Tower (R), Miracle (R), Miracle Recreation (R), Mira-Cote (R), Mira-Lam (TM), Mira-Lene (TM), Mira-Therm2 (TM), Mogul (TM), Mountain Trail (R), N-Dure Cycle (R), Nexus (R), Observation Deck (R), Offspring (TM), OrbX (R), Pegasus (R), Perma-Guard (TM), Perseus (TM), Physics (R), Play Cover (R), Play Terrain (R), PolyTuf (TM), Power Pedaler (TM), Pull Up!Lift (R), Reflex (R), Relay Racer (R), Rock-ite (R), Rodeo Rocky (TM), Serpent Trek (TM), Sneak-A-View (TM), Sun Sparkle (TM), Surfer (R), Tensile Tough (TM), Tensile Tower (TM), Thunder Tunnel (TM), Timber Topper (TM), Toboggan (TM), Toddlers' Choice (R), Tots' Choice (R), Tots' Choice (R) Expansion, Tots' Choice (TM) for Toddlers, Trim Timber (R), Triple Play (TM), Typhoon (TM), Versalok (R), View Groove (TM), Wavy Waffle Wall Walker (TM), Webscapes (R), Whirlwind (TM), Xcalator (R), and X-Cavator (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

Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

- 1. LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Aluminum deck posts, steel deck posts, VersaLok (R) fastening system and associated fastening hardware.
- 2. LIMITED FIFTEEN (15) YEAR WARRANTY:** All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless-steel slides, except as otherwise specified below.
- 3. LIMITED TEN (10) YEAR WARRANTY:** Fabric shade steel frames, and Shadesure™ fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
- 4. LIMITED EIGHT (8) YEAR WARRANTY:**
  - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
  - Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
  - Shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
- 5. LIMITED FIVE (5) YEAR WARRANTY:**
  - Heavy duty diamond barrier mesh and Kidrox™ Climbing Rocks.
  - Miratherm™ PVC coating against cracking or peeling.
  - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
  - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).
- 6. LIMITED THREE (3) YEAR WARRANTY:** Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
- 7. LIMITED ONE (1) YEAR WARRANTY:**
  - GFRP (Glass Fiber Reinforced Polymer) Products, Splashproof Swing Seats, 360° Bucket Tot Swing Seats and Tuff Net no climbing mesh.
  - Pool slide support structures, stairways, landings and railings.
  - All other products and components that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

**BUYER'S REMEDY:** If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering 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). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their 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.

**LIMITATIONS:** All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller and are not transferrable.

Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions.

Warranties specifically do not cover Miracle products:

- For cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion, fraying, or warping of recycled plastic lumber;
- That have been modified, altered, or repaired by unauthorized third parties;
- That have not been used as designed or intended, or misused;
- To which non-Miracle parts have been added or substituted;
- That have been removed from their original location and re-installed elsewhere, without pre-approval by Miracle;
- Or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

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

- **Inclusive Swing Seat** is constructed of **Rockite** seats molded to form a chair. Models that are 8' or 10' with chains each have two chains to suspend the swing from a swing frame header. The attached seat is a reinforced polyurethane rubber bumper. The sliding latch mechanism is constructed from 6061 machined aluminum. The chain assembly is fabricated from **4/0 straight link coil chain**. The chain is manufactured to ASTM A467-86A Class CS specifications. All rubber surfaces are EPDM. The **Rockite** seats have molded-in color. All exposed metal surfaces are bright zinc plated. The clevises are zinc plated. The chain has a **Mira-Therm** coating.
- **Inclusive Swing Seat Harness** is comprised of stainless steel swivel hooks that are sewn to 1" black nylon webbing straps with black thread. A male and female black acetal plastic buckle is used to attach the upper and lower portions of the harness. The swivel hooks attach to 316 stainless steel anchor points secured with stainless steel ratcheting channels and steel fasteners.
- **KIDS' CHOICE MIRA-THERM2 DECKS:** The deck models in the 714-50X-9 series shall consist of a (3) sided equilateral triangle deck: Model # 714-501-9, with a *deck top surface area of 7 sq. ft. (1008 sq. in.)*; a (4) sided square deck: Model # 714-502-9, with a *deck top surface area of 16 sq. ft. (2304 sq. in.)*; (4) sided (3) opening half hex decks: Model #s 714-503-9 and 714-504-9, with a *deck top surface area of 21 sq. ft. (3024 sq. in.)*; (4) sided (6) opening rectangular decks: Model #s 714-508-9, 714-509-9 and 714-510-9, with a *deck top surface area of 32 sq. ft. (4608 sq. in.)*; a (5) sided pentagon deck: Model # 714-512-9, with a *deck top surface area of 23.8 sq. ft. (3427 sq. in.)*; an (8) sided octagon deck: Model # 714-519-9, with a *deck top surface area of 60 sq. ft. (8640 sq. in.)*; and a (7) sided heptagon deck: Model # 714-517-9, with a *deck top surface area of 55 sq. ft. (7,920 sq. in.)*. Model # 714-511-9 shall be an isosceles triangle split deck (single section) designed to serve as a step platform for lower deck heights: 18" or lower for 2-5 year olds, and 30" or lower for 5-12 year olds. All other Model # 714-511-X9 split decks shall feature two triangular deck sections which shall be mounted between four posts at different heights so that a 6", 12", 18", or 24" (X) rise shall be formed along the hypotenuse between two posts. Models which rise greater than 6" shall contain a riser plate; models which rise greater than 12" shall also contain an arched enclosure assembly. *The deck top surface area of split deck models shall be 8 sq. ft. each for both sections, or total 16 sq. ft.* Riser plates shall be constructed of 11 ga. **A-60 Galvannealed** sheet; risers for 18" and 24" rises shall contain a rung and vertical supports of **1" tube**, solid **welded**, all finished in **Mira-Cote**. The arch enclosure assembly accompanying models which rise 18" and 24" shall comprise top and bottom supports and an arched upright constructed of **1" pipe**, drilled, formed and mashed, all solid **welded**, and vertical rungs of **1" tube**, with **plastic pipe plugs** inserted in open ends,

and finished in **Mira-Cote**. Decks shall be designed for maximum flexibility in height of deck surface, from 0" to (in 6" increments,) though 3', 5' and 6'-6" shall be considered standard heights. Decks shall be designed on a 48" center-to-center spacing on 5" deck posts, at equal or varied heights. All deck-to-post connections shall be made with a deck support clamp. All deck connections shall be made beneath deck with no exposed fasteners on deck perimeter. Decks with 8" wide open side shall be designed to attach to another deck with 8" wide open side at same deck height, or to a Model # 714-770-6 Flippopotamus Slide/Climber. All decks shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes (5/16" after dipping) at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat steel braces and corner braces of 7 ga. steel. The entire assembly shall be solid **welded** prior to polyvinyl coating. Each assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. All deck surfaces shall be coated in **Mira-Therm2** or **Mira-Therm2 PE**.

- **VERSADECK** shall be a 16" wide deck with enclosures. Versadeck may be used in a variety of deck and/or transfer applications. Deck section shall be constructed with folded 11 ga. steel sheet forming 3" tall sides with 3/16" x 1-1/2" flat steel braces, all solid **welded**. Decking sheet shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Deck shall measure 48" in length at 16" in width. Enclosure shall comprise two outer uprights and a top rail, all solid **welded**. Uprights and top rail shall be constructed of **1" pipe**, **Gator Grip** and uprights shall have mashed ends for deck attachment. Enclosure shall measure 40" in length and 9-1/2" in width. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. Deck shall be finished in **Mira-Therm2**. Enclosure shall be finished in **Mira-Cote**.

- **KIDS' CHOICE POSTS: STEEL POSTS:** The steel posts each shall be constructed of **5" tube**, **11 ga.** with a **5" round end cap** pressed into its top end. Post and end cap shall have a **Mira-Cote** finish.

- **ADA RAMP EXTENSION** (Mira-Therm2) shall be designed to provide a smooth transition from ramp to finished grade on any ground-to-deck ADA ramp assembly.

Model # 714-920E and Model # 718-920E shall be constructed of 11 ga. sheet perforated with a staggered pattern of 3/8" round holes with tapered edges. The extension shall be 47-15/16" wide at its low end, 46-5/8" wide at its ramp end, and 36" wide at its apex of 3-1/8". The ramp extension shall contain a brace of 1/4" flat with tabs of 1/4" x 2" flat for field attachment of leg. The entire assembly shall be solid **welded**. The leg shall comprise an upright of **2-3/8" tube**, **12 ga.** solid **welded** to a support channel of 11 ga. **A-60 Galvannealed** in a "T" configuration. All hardware shall be **Fastener Style A**. The ramp extension shall be finished in **Mira-Therm2** or **Mira-Therm2 PE**. The leg shall have a **Mira-Cote** finish. Model # 714-920A, # 704-920A and Model # 718-920A shall be constructed of 7 ga. sheet. The extension plate shall be 12" wide by 35-3/4" long. The entire assembly shall be solid **welded**. The extension plate shall be polyvinyl coated.

- **RAMP DECK-TO-DECK 12', 1:12 MT II** are horizontal walkways between adjacent deck systems with a 1' rise and 12' run. Spoked or open handrails enclose the ramps on both sides. Ramp sections shall be constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, with edges fold to form 3" tall walls; braces of 1/4" x 1-1/2" flat; all solid **welded**. Top and bottom rails and ramp mounting stubs shall be constructed of **1" pipe**. Infill spokes shall be **3/4" x 1" oval tube**. The entire assembly shall be solid **welded**. **Plastic pipe plugs** shall be inserted in open ends of stubs. Top, middle and bottom rails and ramp mounting stubs shall be constructed of **1" pipe**. The entire assembly shall be solid **welded**. **Plastic pipe plugs** shall be inserted in open ends of stubs. Clamp ramp stubs for mounting handrails with plastic spacers to bar sockets, clamps and posts shall be constructed of **1" pipe** containing 3/8" aluminum inserts. Support legs shall be constructed of **1-1/2" tube**, mashed and punched. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. Ramps shall be finished in **Mira-Therm2** Handrails, clamps and legs shall have a **Mira-Cote** finish.

- **MIRA-THERM2 12' GROUND-TO-DECK RAMP** 12' long inclined ramp assemblies from ground level to a 1' high deck system feature steel end posts and spoked and open handrails. Same specifications for Tots' Choice Expansion models 714-920-95, 714-920-595. The 3' x 6' ramp sections shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. 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 2" flat steel braces and corner braces of 7 ga. steel. The entire assembly shall be solid **welded** prior to PVC coating. Each handrail assembly shall consist of a top and bottom rail, uprights, and leg extension stubs. The top and bottom rails shall be constructed of **1" pipe**. The uprights and stubs shall be constructed of **1" tube**. The entire assembly shall be solid **welded**. **Plastic pipe plugs** shall be inserted in ends of stubs. Each handrail assembly shall consist of a top, bottom, and middle rail constructed of **1" pipe**. The leg extension stubs shall be **1" tube** with **plastic pipe plugs** inserted in open ends. The middle rail shall be **welded** to the top rail. The entire assembly shall be solid **welded**. The handrail stubs shall be constructed of **1" pipe** with 3/8" aluminum inserts. The ramp support shall consist of a 41" rung of **1" pipe** and a bolting plate constructed of 7 ga. G-90 galvanized sheet. Ramp legs shall measure 59" and shall be constructed of die-formed **1-1/2" tube**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The handrails, posts, stubs, legs, and clamps shall have a **Mira-Cote** finish. The ramps shall have a **Mira-Therm** finish.

- **ENCLOSURE ASSEMBLY** shall consist of enclosure rails and uprights. The enclosure rails shall be constructed of **1" pipe** (except *Tots' Choice models which shall be 1" tube*), drilled, with **plastic pipe plugs** inserted in the open ends. The uprights shall be constructed of **3/4" x 1" oval tube** (except *Tots' Choice models which shall be 1" tube*), mashed on both ends. The enclosure assemblies shall be solid **welded**. The enclosure assemblies shall have a **Mira-Cote** finish.

- **END LADDER** shall comprise two uprights with horizontal rungs solid **welded** between. Models with no footings shall also have a 41-1/2" (KC and TCX) or 37" (TC) long bottom rung comprised of **1" pipe**, solid **welded** to uprights. The rungs and uprights shall be constructed of **1" pipe**, formed. End ladder shall

measure 104-1/4" x 37-1/4"; end ladder with 1' top rung shall measure 39-1/4" x 37-1/4"; end ladder with 2' top rung shall measure 51-1/4" x 37-1/4"; end ladder with 3' top rung shall measure 63-1/4" x 37-1/4". All **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. All hardware shall be **Fastener Style A**. The **Versalok Fasteners** and ladders shall have a **Mira-Cote** finish.

- **BIG KAHUNA** shall resemble a cartoon-like fish character facing upward as if ascending or leaping, with molded-in view grooves ("gills"), "fishbone"-textured climbing surface, and molded-in "scales." The climber shall be available in two forms: a ground-to-6'-6"-deck model (Model # 714-752-6), and a between-decks-with-2'-rise model (Model # 714-752-2) which may not be mounted to upper decks greater than 8' in height, and which shall require longer than standard posts for proper assembly. The one-piece climber shall be constructed of double-wall **Rockite** with wall thickness between 1/4" and 3/8", shall measure approximately 4'-3" x 6'-10" x 8'-10", and shall weigh approximately 300 lbs. The deck enclosures (and angle enclosures for Model # 714-752-6) shall consist of top supports, a bottom support, and uprights constructed of 1" pipe, and spoke infill of 3/4" x 1" oval tube. The lower deck enclosure (for Model # 714-752-2) shall consist of formed rails of 1" pipe. The assemblies shall be solid **welded** and drilled. Ends of deck enclosure uprights shall be mashed for field assembly to decks. The angle enclosures' top rail shall have threaded inserts factory-installed for field attachment to deck enclosures. Bar assemblies (used as overhead climbing rungs) shall be constructed of 1" pipe with solid **welded** mounting plates of 11 ga. **A-60 Galvannealed**. The stubs (for Model # 714-752-2) shall be constructed of 6' long segments of 1" pipe with factory-installed threaded inserts in one end. The front legs (for Model # 714-752-6) shall be constructed of 1-1/2" pipe and 7 ga. **A-60 Galvannealed** sheet, solid **welded** and drilled. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The enclosure assemblies, legs, bar assemblies, stubs, and clamps shall be finished in **Mira-Cote**. The climber shall have color molded in.

- **DNA CLIMBER TO DECK** shall be a balance and climbing challenge featuring twisted rungs and ropes up to a 5', 6' and 6'-6" deck. Arch shall be constructed of 5" tube, 11 ga. with a 78.5-degree arch radius and 115-1/2" arch length. At 15" intervals and approximately 21° apart, a rung shall be solid **welded** to arch. Rungs shall consist of a 29" long, 1" pipe, 10 ga. **welded** to a 4" diameter hollow steel ball. A 7 ga. sheet, A-60 galvanized bracket shall be **welded** to climber for deck attachment. Entire weldment shall measure 121-1/16" in length and 95-3/8" in height. Enclosure shall comprise top rails, L rails, arch of 1" pipe, and spokes of 3/4" x 1" oval tube. All solid **welded**. Enclosure shall measure 62-3/8" in length and 41-1/2" in width (*except Tots' Choice models shall measure 62-3/8" in length and 36-7/8" in width*). Rope shall be constructed of 16 mm sheathed wire. All fastening hardware shall be **Fastener Style A**. DNA Climber shall be finished in **Mira-Cote**.

- **POD HOPPERS** shall comprise a post assembly with 3 attached hex-shaped pods ascending to 3', 4', 5' or 6'-6" deck systems, with an entry enclosure and formed hand supports on both sides. Each post assembly shall comprise a center rube of 3-1/2" tube, 13 ga., supporting arm bracket of 7 ga. galvanized steel sheet, pod supporting arms of 1-1/4" pipe, pod mounting plate of 11 ga. galvanized steel sheet, pod support tube of 1-1/4" pipe, support tube brace plate of 11 ga. galvanized steel sheet, and based plate of 7 ga. galvanized steel sheet. All post assemblies shall measure 22-13/16" in length center to center and 6-5/8" in width center to center. Post assemblies for 3' deck shall measure 60-5/16" and 44-5/16" in height. Post assemblies for 4' deck shall measure 72-5/16", 60-5/16" and 44-5/16" in height. Post assemblies for 5' deck shall measure 84-5/16", 66-5/16" and 48-5/16" in height. Post assemblies for 6' deck shall measure 102-5/16", 84-5/16", 66-5/16" and 48-5/16" in height. Post assemblies shall be solid **welded**. Each pod shall be constructed of **Rockite** containing a textured, hex-shaped top surface measuring approximately 16" diameter. Pod shall measure 12" in height. Arch enclosure assemblies for KC and TCX shall consist of top supports, a bottom support, and an arched upright constructed of 1" pipe, formed, mashed and punched, and vertical run infill constructed of 1" tube, all solid **welded**. Loop enclosure assembly for TC shall consist of balusters, a support rail and arched upright constructed of 1" pipe, formed, mashed, punched and solid **welded**. Hand supports shall be constructed of 2-3/8" tube, 12 ga. For models that have the Nature Arch enclosure, enclosure shall comprise two top supports and arched upright of 1" pipe solid **welded**. Brackets of 11 ga. galvanized sheet steel are stitch **welded** to the 1" pipe frame. Boards of 1" x 5.5" recycled plastic and wood composite are fastened to the frame with **Fastener Style A** hardware. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** pods shall have color molded in. The post assemblies, hand supports, enclosure and clamps shall be finished in **Mira-Cote**.

- **CYLINDER PANELS** shall contain nine cylinders in rows and columns of three which spin independently of one another. Each cylinder shall contain two molded-in graphic images on opposite sides which may be aligned with other cylinders to complete a larger image, a series, a word, or an academic exercise. Kids' Choice models shall include enclosures. The panel shall be constructed of **Rockite** with all corners rounded and shall have cylinder assembly's factory-installed using tamper-proof hardware. The panel assemblies for the Tots' Choice above-deck models shall contain three mounting tabs of 11 ga. **A-60 Galvannealed welded** to the assembly for field attachment to decks. Each cylinder shall be constructed of **Rockite** with molded-in graphics on two "sides." Cylinder axles shall be constructed of 1" pipe. Enclosures for Kids' Choice models shall each consist of a vertical upright and horizontal stub of 1" pipe solid **welded**, drilled and formed. All **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. All hardware shall be **Fastener Style A**. The **Rockite** panel and cylinders shall have color molded in. The **Versalok Fasteners**, enclosures and panel tabs shall have a **Mira-Cote** finish.

- **HOW TALL RU PANEL** shall be an easy, colorful way for kids to see how quickly they grow. Simple post mounted Panel is marked in both centimeters and feet. The panel shall be constructed of **Mira-Lene** with all corners rounded. Panel shall have routed inches/feet and centimeters. Panel shall measure 39 7/8" x 8". Brackets shall be constructed of 11 ga. A-60 sheet. Each assembly shall contain **Fastener Style A** hardware. Panel and brackets shall have a **Mira-Cote** finish.

- **IMAGINATION PANELS** and Activity Panels shall be constructed of **Mira-Lene** and shall measure 36-1/2" x 40" with all corners rounded. The panels shall have routed designs, including themes of a space ship panel, general store counter, a barn wall panel, a barn door panel, a barn window panel, a bank teller window, a television front, a puppet stage, a window, a computer screen, a door, a park ranger, a fire truck, a police car, a train engine, a taxi cab, two airplanes

(both containing two steering wheel assemblies, one also containing a clear polycarbonate window mechanically fastened to panel), a race car, an alphabet finger maze, an abstract finger maze, a calculator, a bus stop/bench, a rest stop/bench, jump height measurements for a 3' and 5' deck, a sign language alphabet, a Spanish-English translation, a Chinese-English translation, Braille alphabet with riddles, a drum panel, welcome and age appropriate messages, interconnected gears, gear-driven pistons, and sliding tiles. Rung brackets shall be constructed of **1" pipe** and 11 ga. **A-60 Galvannealed tabs solid welded** (except Tots' Choice models which shall have brackets constructed of **1" tube** and 11 ga. **A-60 Galvannealed tabs solid welded**.) The star brackets for the space ship panel shall be constructed of 11 ga. HRPO steel and powder coat painted. The steering wheel(s) on vehicle themed panels shall be constructed of a high-density blow molded polyethylene produced from high performance, U.V. stabilized resins with a comprehensive additive package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D-638, D-790 and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection molded polypropylene which shall contain U.V. light stabilizers. The Piston panel and Gear panel each shall contain a clear polycarbonate cover mechanically fastened over sets of 1/4" thick gears (drive gears not covered by window). The gears shall be constructed of high-density polyethylene, which shall turn on nylon bushings, except for the black nylon handles and drive gears which shall turn on bronze bushings. The piston panel shall also contain connecting rod and piston shapes of 1/4" thick high-density polyethylene. The reverse side of both panels shall contain routed text and/or designs. The Sliding Tile panel shall contain 15 movable, tongue-and-groove tiles with routed numerals to be constructed of 1/4" thick high-density polyethylene. The panels and steering wheel shall have molded in color with each panel assembly having a laminated, two-color scheme. Calypso drum panel shall contain 3 rotational molded drums of low-density polyethylene resin. Each drum shall be attached to the panel through a cover plate constructed of 11 ga. galvanized steel sheet with a **Mira-Cote** finish. Each assembly shall include **Fastener Style A** hardware and **Versalok Fasteners**. Panels and steering wheels shall have color molded in, and rung brackets and clamps shall be finished in **Mira-Cote**.

- **ACTIVITY PANEL INSERTS** available for Kids' Choice, Tots' Choice and Tots' Choice Expansion. Inserts shall be constructed from a combination of 1/2" thick high-density polyethylene, 3/4" thick high-density polyethylene, 3/16" thick polycarbonate, linear low-density polyethylene caps and stainless-steel ball bearings. The inserts shall have interactive, sensory and inclusive play for kids of all abilities including funhouse insert, very buried insert, a-maze-ing insert, four-the-win insert, magical music insert, hypnotize insert and slide & solve insert.
- **ROCKITE BUBBLE PANEL/ROCKITE PANEL WITH HOLE/VIEW GROOVE PANEL/30 DEGREE LOOK-OUT PANEL** shall be constructed of **Rockite** with all corners rounded. The 30-degree Look-Out panel shall have a molded in 30-degree extension. The enclosure shall consist of uprights and support bars, all constructed of **1" pipe**, drilled and formed (except Tots' Choice models which shall have an enclosure consisting of a top rail of **1" tube** with two tabs and two brackets of 11 ga. galvanized sheet, solid welded). The bubble shall be vacuum formed from clear polycarbonate sheet. The spherical bubble shall measure 24" in diameter and shall be attached to the panel in the factory using tamper proof screws and flat washers. The view groove panel shall have six 2" view slots evenly spaced at 5-1/4" with slant of 20 degrees from vertical. Horizontal rungs shall have a **Mira-Cote** finish. **Rockite** panels shall have color molded in.
- **STEEL PANELS** shall be durable above or below deck components designed to enhance imaginative play. All assemblies shall comprise **1" pipe**, **Gator Grip** rungs and panels composed of 11 ga. sheet, laser cut. Above deck Ocean Play, Butterfly, Moon, Eagle Family, and Wilderness Flock shall measure 33-5/8" x 36. Above deck Window panel, Steel Steering Wheel panel and KC and TCX Tic Tac Toe Panel shall measure 41-1/6" x 41-1/2". Above Deck TC Tic Tac Toe Panel shall measure 40-11/16" in height and 37" in width. Below deck Window panel and Steel Steering Wheel panel shall measure 41-1/2" in width and 36-1/4" in length. Below deck Door panel shall measure 41-1/2" x 36-1/4" for KC and TCX, and 37" x 37-1/2" for TC and Tots' Choice for Toddlers. Below deck Counter panel shall measure 41-1/2" x 18-1/16" for KC and TCX, and 37" x 18-1/16" for TC and Tots' Choice for Toddlers. Below deck Valance shall measure 41-1/2" x 12-1/16" for KC and TCX, and 37" x 12-1/16" for TC. Below deck Tic Tac Toe Panel shall measure 37-5/16" in width and 36-1/4" in height for KC and TCX. Below deck Tic Tac Toe Panel for TC shall measure 37" in width and 37-1/2" in height. Steering wheel and knob for Steel Steering Wheel panel shall be constructed of aluminum. Tic Tac Toe Cylinders shall be constructed of cast aluminum with etched "x's" and "o's". Cylinders will attach to panel via an axle constructed of 1" OD x 14 ga. tube, A-60 with stainless steel hardware and plastic spacers. The assemblies shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The rungs, clamps and steel panels shall have a **Mira-Cote** finish. The lemons, name plate, counter top and panel plastic shall be **Mira-Lene**. A fiberglass embedded, gloss finish, 0.125" thick sign with ALSF Branding shall be affixed to the Alex's Lemonade Stand Panel with stainless steel fasteners.
- **RISER PLATES** shall be used between adjacent decks of 12" rise or greater. Riser plates shall be constructed of 11 ga. **A-60 Galvannealed**. The step rung and supports (on 24" models and certain 18" models) shall be constructed of **1" tube**, solid welded. The risers shall bolt to the edge of the upper and lower decks. Kids' Choice 18" and 24" riser assemblies shall feature an arch enclosure assembly comprising top supports, a bottom support, and an arched upright constructed of **1" pipe**, formed, mashed, and punched, with infill vertical rungs of **3/4" x 1" oval tube**. For models that have the Nature Arch enclosure, enclosure shall comprise two top supports and arched upright of **1" pipe** solid welded. Brackets of 11 ga. galvanized sheet steel are stitch welded to the **1" pipe** frame. Boards of 1" x 5.5" recycled plastic and wood composite are fastened to the frame with **Fastener Style A** hardware. Tots' Choice 18" and 24" riser assemblies shall feature a loop enclosure comprising two top supports, an arched upright and infill vertical rungs of **1" tube**. Kids' Choice, Tots' Choice and Tots' Choice Expansion 6" risers shall be used in conjunction with a 90-degree L-Ramp. Each enclosure assembly shall be solid welded. Models with enclosures shall contain **Versalok Fasteners**. All models shall contain **Fastener Style A** hardware. Riser plates, enclosures and clamps shall have a **Mira-Cote** finish.
- **MIRA-THERM2 SQUARE TRANSFER POINTS** shall be designed to assist disabled users gain access to and egress from a deck system. The stair assembly shall be constructed of 11 ga. steel stringers solid welded to 11 ga. steel sheet decking that is perforated in a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Approximate dimensions of stair assembly shall be 26" overall width, 14" deep step tread and 8" high step rise. The 26" square (approximate) transfer point shall be constructed of 11 ga. steel sheet folded to form approximately 3" high sidewalls. The decking shall be perforated as

described above. It shall be reinforced with cross braces of 3/16" x 2" HR flat solid **welded**. The bottom step shall be constructed of 11 ga. steel sheet (with folded edges) perforated as described above. The step shall be approximately 26" wide by 14" deep by 6-1/2" high. Kids' Choice deck enclosures shall be constructed of formed 1" **pipe**, including a **welded** upright of the same material. Tots' Choice deck enclosures shall be constructed of 1" **pipe** and a formed and **welded** upright of 1" **tube**. Each deck enclosure assembly shall be drilled for field assembly of a stair handrail and shall have its bottom end mashed and punched for field assembly to deck. Stair handrail assemblies shall be **welded** upper and lower handrails of formed 1" **pipe**. Closed handrails shall contain vertical uprights of 3/4" x 1" **oval tube welded** within. Swaged handrail extensions for field assembly to handrails shall be constructed of 1" **pipe**. A transfer deck handrail constructed of formed 1" **pipe** shall be field assembled to one handrail newel upright and transfer point deck edge. Models designed for assembly to 5' and 6' or 6'-6" decks shall contain handrail sleeve supports constructed of 1-1/4" **pipe, 10 ga.** The "U"-shaped transfer step handrail shall be formed 1" **pipe**, drilled for field assembly to transfer point deck and bottom step. Its apex shall be 36-1/8" from finished grade. The rung leg shall be 1" **pipe** with ends mashed and punched for field assembly to bottom step. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The stairs, bottom step, and transfer point deck shall be finished in **Mira-Therm2** or **Mira-Therm2 PE**. The deck enclosures, handrails, extensions, sleeves, leg and clamps shall be finished in **Mira-Cote**.

- **WAVE ROOFS** act as an attractive roof to provide shade to your system. Roof and Post Topper shall be constructed of **Rockite**. Post Weldment shall comprise an angle plate, cape and plate of 3 mm galvanized sheet, a tube support of RDTB ILG 60.3 mm x 2.7 mm, a 12.5 mm diameter steel rod roof support and a swage constructed of RDTB ILG 127.0 mm x 3.0 mm. The assembly shall use **Fastener Style A** hardware.

- **BUNNY HILL SLIDE** shall be a single wide bedway Groove slide for a 3' deck, with a **Rockite** canopy. The slide shall be constructed of **Rockite** with threaded fasteners incorporated for assembly. The dimensions shall be: bedway width, 31-1/4"; outside overall, 40"; rail width, 3-5/8"; top of bedway to top of rail, 6-1/2"; and bedway thickness, 4-1/2". The front "T" leg shall be constructed of a vertical 2-3/8" **tube, 12 ga.** and a 1-1/4" x 3-1/4" channel top constructed of 11 ga. sheet, **welded** to the upright in a "T" configuration. The canopy shall be constructed of **Rockite** with threaded fasteners incorporated for assembly. The canopy shall have an inside width of 39" and an outside width of 44" and shall be slanted at 37 degrees. It shall be field-attached to the posts via clamps and a 41-1/2" rung of 1" **pipe**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** slide and canopy shall have color molded in. The legs, rung and clamps shall have a **Mira-Cote** finish.

- **CHAMELEON II SLIDE SYSTEM** shall feature interchangeable bedway sections to present maximum versatility in design configuration. The componentized, open bedway slide assembly may be attached to 2'-6" - 8' decks. The bedway sections, entry panel and exit section shall be constructed of double wall **Rockite** with a 18" bedway and 13-3/4" high sidewalls. The entry panel shall be supported by a rung of 1" **pipe**. The "T" front leg shall be constructed of 1.5" X 16 ga. **square tube** and a bracket of 7 ga. galvanized sheet steel. Support legs shall be constructed of 1.66 OD x 13 ga. tube and a mounting bracket of 7 ga. sheet, solid **welded**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The rung, front leg, support legs and leg brackets shall have a **Mira-Cote** finish. The **Rockite** slide sections shall have color molded in.

- **CHAMELEON II VORTEX SLIDES** feature interchangeable bedway sections to present maximum versatility in design configuration. The componentized, open bedway slide assembly may be attached to 2'-6" - 8'-6" decks. The bedway sections, entry panel and exit section shall be constructed of double wall **Rockite** with a 18" bedway and 13-3/4" high sidewalls. The entry panel shall be supported by a rung of 1" **pipe**. The front leg shall be constructed of 1.5" X 16 ga. **square tube** and a bracket of 7 ga. galvanized sheet steel. Support legs shall be constructed of 1.66 OD x 13 ga. tube and a mounting bracket of 7 ga. sheet, solid **welded**. Shall be constructed of 7 ga. galvanized sheet steel, solid **welded**. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The rung, front leg, support legs and leg brackets shall have a **Mira-Cote** finish. The **Rockite** slide sections shall have color molded in.

- **TYPHOON II SLIDES WITH DOMED WAVE HOOD** shall be one-piece open bedway slides, with 6'-2" platform, domed wave hood and step or ramp assembly, designed for attachment to 4', 5' and 6'-6" decks. 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 side wall. The center post shall be constructed of 4-1/2" **tube**. The step assembly shall be constructed of 11 ga. steel sheet folded and perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, solid **welded** to stringers of 11 ga. black steel. The handrail assembly shall consist of a top and bottom rail and newel post formed, constructed of 1" **pipe** with infill of 3/4" x 1" **oval tube**. The step enclosure assembly shall be solid **welded**. **Plastic pipe plugs** shall close open ends. The deck enclosures shall consist of a vertical rail, and top and bottom rail, formed, constructed of 1" **pipe** with an upright of 3/4" x 1" **oval tube**, and 3/8" aluminum inserts in the rail ends for attachment to the step enclosures. The deck enclosure assemblies shall be solid **welded**. The slide hood shall be **Rockite**. The hood shall have molded-in view grooves for viewing children. The back-up plates used to connect the step assembly and the barrel shall be constructed of 1/4" x 1" x 4-1/2" flat steel. The front leg shall be constructed of 2-3/8" **tube, 12 ga.** and shall be attached to the slide using a channel constructed of 7 ga. sheet. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The **Rockite** slide and slide hood shall have color molded in. The step shall be finished in **Mira-Therm**. The handrail assemblies, deck enclosures, front leg, and clamps shall have a **Mira-Cote** finish. The back-up plate shall have a zinc plate finish.

- **MIRA-THERM2 ATA STAIRS BETWEEN DECKS** shall be stair assemblies, with spoked or open handrails, designed to connect decks of different heights. The steps shall be constructed of 7 ga. steel stringers with treads constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, solid **welded**, with polyvinyl coating. The braces shall be constructed of 11 ga. black. The spoked handrails shall consist of a top and bottom rail and newel post, all of 1" **pipe**, and uprights constructed of 3/4" x 1" **oval tube**, all solid **welded**, with **plastic pipe plugs** inserted in open ends. Top rails shall have 3/8" aluminum inserts. The open handrails shall consist of a top and bottom rail and newel post of 1" **pipe**, all solid **welded**, with **plastic pipe**

**plugs** inserted in open ends. Top rails shall have 3/8" aluminum inserts. The top deck enclosure shall consist of enclosure rails and an upright, both to be constructed of **1" pipe**, drilled and solid **welded**, with one end of upright mashed for field attachment to deck. The bottom deck enclosure shall consist of horizontal rails and an upright of **1" pipe**, drilled and solid **welded**, and a spoke upright of **3/4" x 1" oval tube**. The upright shall be mashed on one end for field attachment to deck. Inserted in open ends will be **plastic pipe plugs**. The assembly shall include **Fastener Style A** hardware and **Versalok Fasteners**. The step assemblies shall be finished in **Mira-Therm2** or **Mira-Therm2 PE**. The deck enclosures, handrails, and clamps shall be finished in **Mira-Cote**.

- **BONGO BRIDGES** shall be designed to enter/exit 2' or lower deck systems, either as a bridge between decks, a ground-to-deck "stair," or as a freestanding assembly with no decks. When installed as a bridge, pods may be installed at ascending/descending heights or all level but should follow a straight course between decks. Freestanding pods may ascend and descend and may follow any course so long as pods are set 7" to 9" edge-to-edge. Pods may also be clustered and installed flush with each other to create a table, seats, small climber, etc. Regardless of layout and design, pod steps top surface may be set no greater than 24" from finished grade. Note: If designing as bridge between 2'-0" decks intended for 2 to 5-year-old users, deck enclosures Model # 714-813-5 must be installed on each deck, which shall be sold separately. Each pod step shall be constructed of **Rockite** and shall contain a honeycomb textured, hex-shaped top surface measuring approximately 16" diameter. Pod steps shall measure 12" high without posts. Posts shall be constructed of **1-1/2" pipe** with a 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized solid welded** to the posts. Post lengths shall be 38-5/16" before field assembly to pods. Overall assembled length shall be 42". All fasteners shall be **Fastener Style A**. The **Rockite** pod steps shall have color molded in. The posts shall be finished in **Mira-Cote**.
- **CRUNCH STATION** shall be a semi-circular horizontal rung assembly designed for mounting on a 5" steel deck post with the rung set 50" - 80" from finished grade. The Crunch Station shall enable the user to perform leg lifts and crunches in a standing position. It shall be constructed of a cut and formed **1" pipe** segment solid **welded** to support and bolt plates of 7 ga. galvanized steel. All hardware shall be **Fastener Style A**. The assembly shall have a **Mira-Cote** finish.
- **WAVE BARRIERS** are designed to provide fall protection on Kids' Choice Deck systems. The barrier shall comprise a frame with uprights and rungs of 1.315" O.D. x 14 ga. galvanized, embossed tubing, fully **welded**. Brackets of 11 ga. galvanized sheet steel are stitch **welded** to the tubing to complete the frame. Top Barrier shall be **Mira-Therm**. The barrier shall comprise a frame with uprights and rungs of 1.315" O.D. x 14 ga. galvanized, embossed tubing, fully **welded**. Brackets of 11 ga. galvanized sheet steel are stitch **welded** to the tubing to complete the frame. Top Barrier shall be **Mira-Therm**. Mesh shall be constructed of galvanized **welded** wire, 0.224" dia. The assembly shall contain **Versalok Fasteners** and **Fastener Style A** hardware. The frame and clamps shall have a **Mira-Cote** finish. The Top Barrier shall be available in **Mira-Therm** finishes.
- **BELL, POST MOUNT** shall be designed to provide noisy, imaginative play to any pre-existing deck post. The Bell Assembly shall consist of a Bell, A Bell Support, a 6-link Chain, and eyebolt, and **Fastener Style A** hardware. The Bell shall be constructed of **A-60 Galvannealed**. The Bell Support shall be constructed of **1" pipe**, **Gator Grip**. The Bell Chain shall be constructed of **4/0 straight link coil chain**. The Bell shall have a **Mira-Cote** finish.
- **RISK MANAGEMENT SIGN** is intended to inform the parents and children that adult supervision is recommended, along with smart play on the equipment in the play area. Sign shall be constructed of fiberglass embedded, gloss finish, 0.125" thick. Steel frame shall be 2-3/8" OD 12 gauge galvanized steel tubing, 13 gauge galvanized steel sheet for mounting sign, and 3/8" thick hot rolled steel base plate on each leg. Extension tube shall be 2.375 12GA GLV-IL X 24' tube round. Hardware shall be stainless steel that requires tooling to install or remove. Frame shall have a **Mira-Cote** finish.
- **SPRING RIDERS WITH C SPRING** shall be "C" Spring Riders which provide children traditional rocking horse type movement utilizing two "flat strip" style springs, each of which has been curved to form a "C" shape. The rider body shall consist of a **Rockite** figure or mold positive supported by the body frame. Wall thickness of molded components shall be 3/16" to 1/4". The body frame shall consist of front and rear supports constructed of **1-1/2" tube** and/or of 2" x 2" x 1/4" angle, a cross member constructed of **1-1/4" pipe**, and handholds of **1" tube** and/or **Gator Grip**, a cross brace of 1-1/2" x 1-1/2" x 3/16" angle and **Gator Grip**, a mount of 1/4" x 1-1/2" flat or 1/4" plate, and a base and gussets constructed of 7 ga. sheet. Model # 939 shall be shaped like a space shuttle. Model # 950 and # 951 shall be shaped like cars. Model # 950 shall have a race car theme while model # 951 shall have a safari "camouflage" theme. Model # 952 shall have a baby dinosaur theme. Model # 960 is shaped like a ladybug, Model #961 is shaped like a bumblebee, Model # 962 is shaped like a grasshopper, and Model # 963 is shaped like a snail. The "C" springs shall be constructed of 3/8" or 7/16" spring steel, 4" wide by approximately 41-1/2" long, bent 180 degrees to form a large "C". Mounting Frame for Model # 963 shall be constructed of one vertical riser of 11 ga. tube **welded** between an attachment plate of 3/8" black sheet steel measuring 9" x 12" and two 8" x 2" x 2" x 1/4" base angles. Footrest for Model # 963 shall consist of a formed **1" tube** footrest bar (containing 1" stainless steel plugs closing ends) with two tie bar mounting plates of 1/4" flat solid **welded**. Security plates and spacers shall be constructed of 1/4" flat sheet. Anchor bolts shall be 1/2"-13 x 12" mechanically galvanized steel with 2" of threads running from the end and a 90-degree bend at approximately 1-1/4" from the opposite end. All fastener hardware (other than anchor bolts) shall be **Fastener Style A**. The **Rockite** rider bodies shall have color molded in. Handholds shall have a galvanized finish. The "C" springs, security plates, and spacers shall be finished in **Mira-Cote**. Decals for the Spaceship Columbia shall be positioned on the fuselage and wings. A number decal for the race car shall be positioned on the side. Lucky and Buzzy shall have molded in color for the spots and stripes and molded decals for the eyes. Hoppy and Pokey shall have molded in graphics for the eyes. All rider bodies shall have painted trim.
- **TWIN RIDERS** shall contain twin coil springs which give riders a four-way rock and teeter. The assembly shall include a sturdy steel frame, aluminum seats, and steel hand and foot rests. The support arm shall be 2" x 3" x 3/16" rectangular tube, 5'-8" long. The handholds and footrests shall be 1" O.D. x 14 ga. galvanized tube and shall be **welded** to a frame of 1/4" x 2" flat steel. The coil springs shall be heavy-duty, eight coil, 3/4" diameter round spring steel. The

spring shall be 5-9/16" in diameter by 13" long. Each spring will have two Spira-Lok plates for attachment to the support arm and mounting frame. The seats shall be cast aluminum with approximate dimensions of 13" x 10" x 1-1/2". The mounting frame shall be constructed of two 27-5/8" long support tubes of 5" tube, welded at the top to a mounting plate of 3/8" black sheet steel containing two welded 3/4" x 2-1/4" bolts, and welded at the bottom to two steel angles measuring 1/4" x 2" x 2" x 7-1/2". For models featuring a character, the character shall consist of a molded figure constructed of high strength, rotationally molded polyethylene plastic that is capable of withstanding extreme weather and playground punishment. The interior framework shall be 1-1/4" pipe welded to a 3" x 2" x 3/16" mounting angle. Support arm, seats, hand and foot holds, Spira-Lok and coil springs shall have a Perma-Guard finish. The character head shall have color molded in with enamel trim. The mounting frame shall have a galvanized finish.

- **ARCH SWING FRAMES 3.5" (inground and bolt down)** shall consist of arch weldments and header weldments which assemble to form a swing frame. Swings must be ordered separately. Arch weldments shall consist of the arch and stub(s). Arches shall be constructed of 3-1/2" tube, 11-gauge. Stubs shall be constructed of 4" tube, 7-gauge. The stub(s) shall be solid welded to the arches. The header weldment shall consist of the header and bushing housings. The header shall be constructed of 3-1/2" tube, 8-gauge. The header shall have bushing housings welded to it with oil-impregnated bushings installed after painting. The clevises shall be cast of ductile iron grade 60-40-18. All fastening hardware shall be **Fastener Style A**. The arches and header shall be finished in **Mira-Cote**. The clevises shall be zinc plated.

- **GENERATION SWING SEAT** is a **Rockite** seat molded to form a double-sided swing, one side a tot swing design and the other for an adult.

## **Technical Data for Processes and Finishes of the Highlighted Items**

- **4/0 straight link coil chain** is trivalent zinc finish with a 670-pound working load limit. All chain shall be manufactured to ASTM A467-86A Class CS specifications.

- **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 2-3/8" tube, 12 ga. 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.

- **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 degree-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-Lene (TM)** is compression-molded, 3/4" thick, high density polyethylene that has been specifically formulated for optimum U.V. stability and color retention. Compression-molded products have a density of .952 g/cm<sup>3</sup> per ASTM D1505 and tensile strength of 3900 PSI per ASTM D638.
- **Mira-Therm2 PE** is a non-toxic copolymer polyethylene coating applied to a thickness of 1/16". Mira-Therm2 PE contains U.V. light stabilizers, anti-microbial additives and color pigments. Mira-Therm2 PE contains no orthophthalates or other banned substances. Mira-Therm2 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-Therm2 PE meets the FMVS 302 flammability rating, the requirements of California State Law and the 2008 CPSI Act.
- **Perma-Guard (TM)** is an acrylic polyurethane, two component ultra-violet radiation inhibited coating. Three U.V. inhibitors and antioxidants work synergistically to provide protection from all climate and environmental conditions. Perma-Guard's hard, smooth surface makes it impact resistant and able to withstand heavy traffic and abuse. Graffiti can be removed with a suitable solvent. For metal parts, 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. Perma-Guard is applied and either air-dried or baked-on in an oven at 180 degrees F to form a hard, smooth, durable finish.
- **1" pipe is GATOR GRIP embossed 14 ga., 1" pipe sized tube (1.315" OD; approx. 1-5/16" OD.)**
- **1" pipe, 10 ga. is 10 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.)**
- **1-1/4" pipe, 10 ga. is 10 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.)**
- **plastic pipe plugs** are injection molded polypropylene containing U.V. light stabilizers.
- **Rockite (R)** (Rotational Molded 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".
- **Slashproof Seat** is a flexible flat single strap seat with end attachment points and an exterior surface of blue EPDM rubber. Models with chain have two segments of **4/0 straight link coil chain** to suspend the swing from a swing frame header. The Slashproof seat is constructed of a 4" wide inner steel insert of type 301 stainless spring steel, 0.020" thick. The Slashproof seat is 26" long (excluding mounting triangles) x 5" wide x 5/8" thick at the front and rear leading cushion edges. The rubber molded to the steel core is 70 durometer blue EPDM. At each end, a 16 ga. galvanized steel clip 3" wide is attached by three

stainless steel rivets through the clip and seat subassembly. A 3/8" diameter galvanized steel mounting triangle is encompassed by the steel clip at each end of the seat. For Model # 284-74, the lower 30" of the chain is finished in **Mira-Therm2**.

- **360 Degree Slashproof Tot Seat** is a flexible seat fabricated into a configuration of a wide strap under and through the bottom, a wide strap running completely around at the top, and two (2) interconnecting straps at the front and rear of the seat for complete enclosure of the small user. The exterior surface is blue EPDM rubber. Models with chain have two segments of **4/0 straight link coil chain** to suspend the swing from a swing frame header. The 360-degree tot seat is constructed of a one-piece die cut 0.020" thick, martinsitic spring steel insert with 70 durometer blue EPDM rubber, 1/4" thick, molded to the insert. The main seat strap is 5" wide, the back strap is 4" wide, and the front strap is 2" wide. The two (2) places where the straps are interconnected and form the suspension points for the seat are held by a clip and grommet system. The clip is 4" wide 16 ga. galvanized steel. There are two grommets per clip, each of which is 3/4" O.D. by 14 ga. wall galvanized steel tube, flared to securely attach the clip to the seat. The two (2) mounting triangles are secured to the seat by clips and are made from 3/8" steel round stock, formed and galvanized. For Model # 299-74, the lower 30" of the chain is finished in **Mira-Therm2**.

- **Generation Swing Seat** is a **Rockite** seat molded to form a double-sided swing, one side a tot swing design and the other for an adult. Models with chains have two chains to suspend the swing from a swing frame header. The chain assembly is fabricated from **4/0 straight link coil chain**. The **Rockite** seat has molded-in color. All hardware used is **Fastener Style A** except for the spacer collar which is aluminum.

- **Inclusive Swing Seat** is constructed of **Rockite** seats molded to form a chair. Models that are 8' or 10' with chains each have two chains to suspend the swing from a swing frame header. The attached seat is a reinforced polyurethane rubber bumper. The sliding latch mechanism is constructed from 6061 machined aluminum. The chain assembly is fabricated from **4/0 straight link coil chain**. The chain is manufactured to ASTM A467-86A Class CS specifications. All rubber surfaces are EPDM. The **Rockite** seats have molded-in color. All exposed metal surfaces are bright zinc plated. The clevises are zinc plated. The chain has a **Mira-Therm** coating.

- **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-513 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.

- **1-1/2" tube** is 1-1/2" OD, 16 ga. **round tube**. It conforms to ASTM A-500.

- **2-3/8" tube, 12 ga.** is 2-3/8" OD, 12 ga. **round tube**. It conforms to ASTM A-500.

- **3-1/2" tube, 13 ga.** is 3-1/2" OD, 13 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.

- **5" tube, 11 ga.** is 5" OD, 11 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.

# Color Choices

## ROCK-ITE® PLASTIC COLOR CHOICES

Roofs, Slides, Big Timber® Components, Crawl Tubes, Bongos™, Bumpers and Panels.



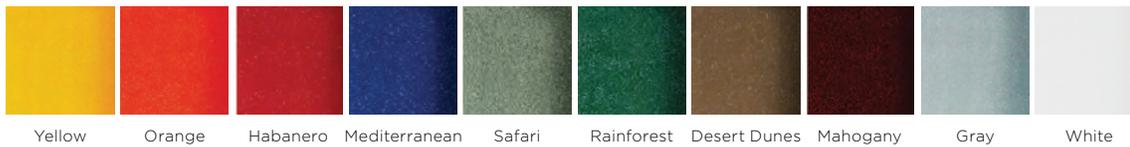
## MIRA-COTE® POWDER-COATED PAINTED METAL COLOR CHOICES

Posts, Arches, Swings and Accents (Railings & Climbers).



## ANTI-MICROBIAL PAINTED METAL COLORS

This proprietary treatment helps prevent bacterial mold, algae growth and stains.



## MIRA-LENE™ PANEL COLOR CHOICES

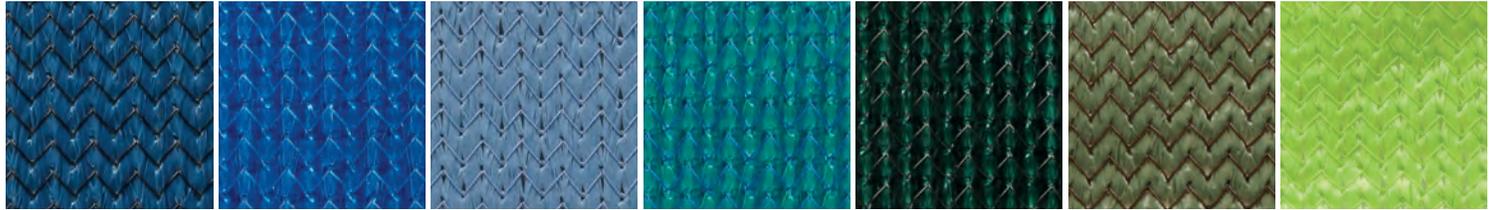


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# Color Choices

## SHADESURE™ FABRICS

PASSES: NFPA 701 / ASTM-E84



**Navy Blue**  
90% shade factor  
94% UV factor

**Royal Blue**  
86% shade factor  
94% UV factor

**Laguna Blue**  
91% shade factor  
96% UV factor

**Turquoise**  
83% shade factor  
92% UV factor

**Rain Forest**  
89% shade factor  
96% UV factor

**Olive**  
89% shade factor  
95% UV factor

**Zesty Lime**  
84% shade factor  
92% UV factor



**Chocolate**  
92% shade factor  
93% UV factor

**Cinnamon**  
92% shade factor  
93% UV factor

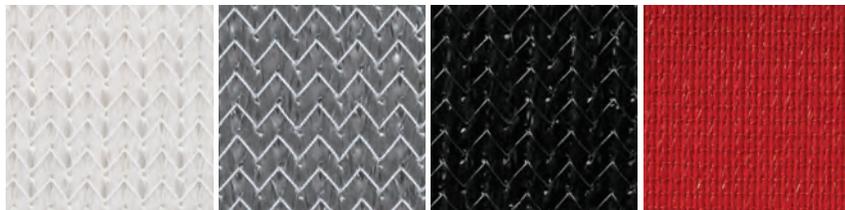
**Arizona**  
84% shade factor  
92% UV factor

**Desert Sand**  
80% shade factor  
92% UV factor

**Terracotta**  
84% shade factor  
90% UV factor

**Sunflower Yellow**  
70% shade factor  
94% UV factor

**Electric Purple**  
83% shade factor  
91% UV factor



**White**  
57% shade factor  
86% UV factor

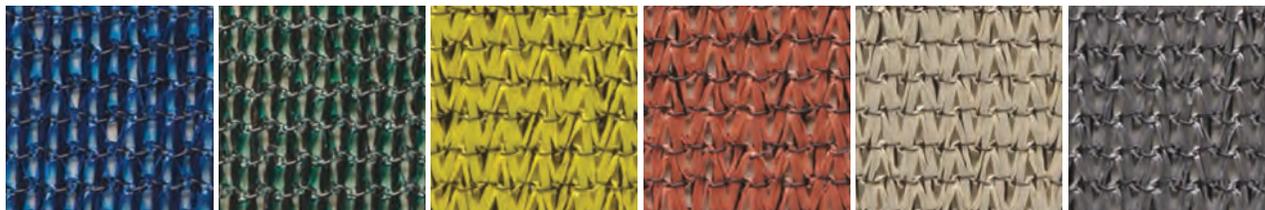
**Silver**  
88% shade factor  
93% UV factor

**Black**  
95% shade factor  
96% UV factor

**Red**  
80% shade factor  
86% UV factor

## COLOURSHADE™ FR FABRICS

PASSES: NFPA 701 / ASTM-E84 / OSFM TITLE 19



**Blue**  
80% shade factor  
85% UV factor

**Green**  
80% shade factor  
85% UV factor

**Yellow**  
80% shade factor  
89% UV factor

**Terracotta**  
75% shade factor  
82% UV factor

**Desert Sand**  
80% shade factor  
92% UV factor

**Silver**  
80% shade factor  
81% UV factor

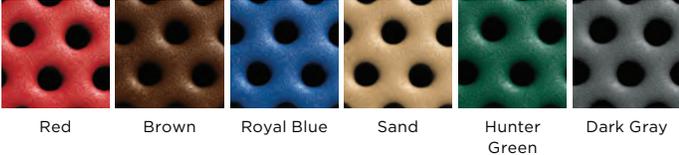


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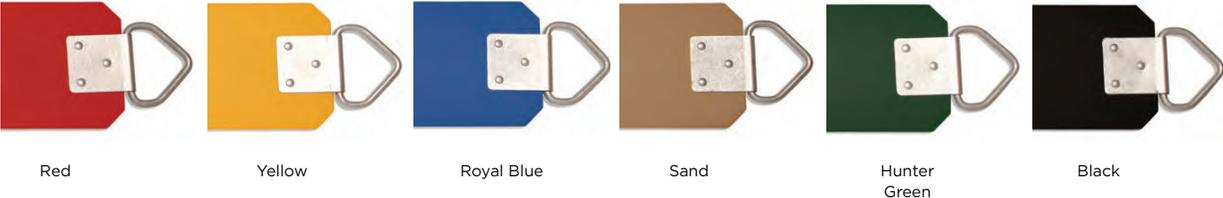
# Color Choices

## TEXTURED MIRA-THERM™ COLOR CHOICES

Mira-Therm™ coatings for Decks, Steps, Ramps, Bridges and Cargo Climbers are available in either orthophthalate-free Mira-Therm™ 2 (vinyl) or Mira-Therm™ PE (polyethylene)-based coatings with anti-microbial enhancements.



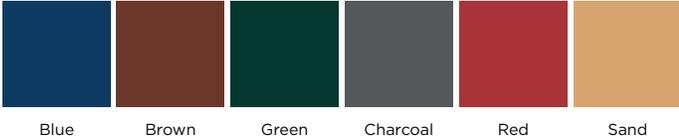
## MIRACLE SWING SEAT COLORS



## FURNISHING COLOR OPTIONS

Amenities receive a durable color coating that will not rust, crack, peel, or warp. Choose a powder coat color for framework and plastisol coating for table tops, seats, and backs.

### Powder Coat and Plastisol

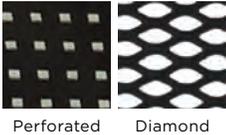


### Powder Coat Only



## SITE FURNISHING PATTERNS

Slat and Rib patterns (not shown) available in select site furnishing products.



## RECYCLED PLASTIC COLORS



# Color Palettes



## EARTH TONE

- Beige
- Sand
- Forest Green
- Green



## ISLAND OASIS

- Forest Green
- Royal Blue
- Cobalt
- Cyan



## ENERGY

- Metallic Gray
- Dark Gray
- Silver
- Chartreuse
- Teal



## NAUTICAL

- Blue
- Sand
- Beige
- Orange



## MOTHER EARTH

- Blue
- Sand
- Beige
- Green



## PATRIOTIC

- Red
- White
- Blue



## OCEAN

- Blue
- Sand
- White
- Teal



## SPRING

- Green
- Sand
- Yellow



## PRIMARY

- Blue
- Red
- Yellow



## SAHARA

- Beige
- Brown
- Forest Green
- Sand

Miracle® uses high quality materials and state of the art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. So Miracle® does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration. Actual colors in catalog may vary due to four color printing process.



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# Miracle® Limited Warranty

Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

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

- LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Aluminum deck posts, steel deck posts, VersaLok® fastening system, cast aluminum parts, and associated fastening hardware.
- LIMITED FIFTEEN (15) YEAR WARRANTY:** All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
- LIMITED TEN (10) YEAR WARRANTY:** Fabric shade steel frames, Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
- LIMITED EIGHT (8) YEAR WARRANTY:**
  - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
  - Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
  - Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
- LIMITED FIVE (5) YEAR WARRANTY:**
  - Heavy duty diamond barrier mesh and Kidrox™ Climbing Rocks.
  - Mira-Therm™ PVC coating and PE coating against cracking or peeling.
  - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
  - GFRP (Glass Fiber Reinforced Polymer) Products.
  - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).
- LIMITED THREE (3) YEAR WARRANTY:** Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
- LIMITED ONE (1) YEAR WARRANTY:**
  - Slashproof Swing Seats, 360° Bucket Tot Swing Seats, and Tuff Net no climbing mesh.
  - Pool slide support structures, stairways, landings and railings.
  - All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

**BUYER'S REMEDY:** If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle® in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle® may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle® unless authorized by Miracle® to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle® may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality 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). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their 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.

**LIMITATIONS:** All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle® or a Miracle® authorized reseller, and are not transferable.

Warranties apply only to Miracle® products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle® maintenance and operational instructions.

Warranties specifically do not cover Miracle® products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle® parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Miracle® does not warrant that any particular color will be available for any specific period of time, and reserves the right, its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT

*Prices are subject to change without notice and are exclusive of installation, surfacing, transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, and other charges.*



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# National Recreation and Park Association

Let it be known that

**DANIEL STOLTENBERG**

has met the requirements of the standards set forth by the  
National Certification Board  
and is hereby granted certification as a

**Certified Playground Safety Inspector**



CHAIRPERSON



NRPA PRESIDENT AND CEO



April 28, 2023

DATE CERTIFIED

58062-526

CERTIFICATION NUMBER

May 01, 2026

EXPIRATION DATE

# CERTIFICATE OF REGISTRATION

## PlayPower L.T. Farmington, Inc.

Main Site: 878 Highway 60, Monett, Missouri, 65708, United States

Additional Site: 907 East County Road, Monett, Missouri, 65708, United States

This is to certify that the management system at:

### Miracle Recreation Equipment, Inc.

has been registered by Intertek as conforming to the requirements of:

### ISO 9001:2015

The management system is applicable to:

Main site: Design, manufacture and worldwide shipping of playground and recreation equipment.

Additional site: Warehousing, order pulling, shipping, assembly, and rotational molding of play systems and marine products.

The validity of this certificate depends on the validity of the Main certificate #98-1267J

**Certificate number:**

98-1267j-b

**Initial Certification Date:**

29 December 2007

**Date of Certification Decision:**

21 November 2022

**Issuing Date:**

17 January 2023

**Valid Until:**

28 December 2025



**intertek**



A handwritten signature in black ink, appearing to read "Calin Moldovean".

**Calin Moldovean**

President Business Assurance

Intertek Testing Services NA, Inc. dba Intertek  
900 Chelmsford Street, Lowell, MA, USA



# CERTIFICATE OF REGISTRATION

This is to certify that the management system of:

**Miracle Recreation Equipment, Inc. & EZ  
Dock Company/ Play Power L.T.  
Farmington, Inc. & Soft Play, LLC**

Main Site: 878 Highway 60, Monett, Missouri, 65708, United States

Additional Site: 907 E. County Road, Monett, Missouri, 65708, United States

has been registered by Intertek as conforming to the requirements of:

**ISO 14001:2015**

**The management system is applicable to:**

Overall Scope: Design, manufacture and worldwide shipping of playground and recreation equipment and marine dock systems.

Miracle Recreation Equipment, Inc. & EZ Dock Company

Main Site: Design, manufacture and worldwide shipping of playground and recreation equipment and marine dock systems.

Additional Site: Manufacturing of rotary plastic molding.

PlayPower L.T. Farmington, Inc. & Soft Play, LLC

Main Site: Design, manufacture and worldwide shipping of playground and recreation equipment.

Additional Site: Manufacturing of rotary plastic molding.

**Certificate Number:**

EMS-0033

**Initial Certification Date:**

21 September 2008

**Last Certification Expiry Date:**

20 September 2023

**Date of last Recertification Audit:**

04 August 2023

**Date of Certification Decision:**

02 October 2023

**Issuing Date:**

02 October 2023

**Valid Until:**

20 September 2026



**intertek**



**Calin Moldovean**

President, Business Assurance

Intertek Testing Services NA, Inc. dba Intertek  
900 Chelmsford Street,  
Lowell, MA, USA



MIRACLE RECREATION EQUIPMENT COMPANY  
878 E HIGHWAY 60  
MONETT, 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>



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  
POOL SLIDES

March 4, 2024

Reference: IPEMA Certification of Miracle Recreation's play equipment

To Whom It May Concern:

MIRACLE RECREATION EQUIPMENT COMPANY is pleased to state that the play equipment it provides will meet or exceed the requirements of both the United States Consumer Product Safety Commission (CPSC) "Public Playground Safety Handbook" and the ASTM F1487 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use". All composite play structures must be reviewed by Miracle for CPSC and ASTM compliance prior to shipment.

It is important to realize that both the CPSC Handbook and the ASTM F1487 Standard apply to much more than the design and manufacture of the play equipment. Impact absorbent surfacing, installation, operation and maintenance are all key components of each document and, as they are not provided by Miracle Recreation, we cannot make any representations as to whether or not they will meet the relevant provisions of these documents.

ASTM F1487 play equipment test results have been reviewed and independently validated through the IPEMA equipment certification program. Miracle Recreation's complete listing of certified products, and IPEMA certificates of compliance can be generated from the web page: [www.ipema.org/certified\\_product](http://www.ipema.org/certified_product).

Should you have any questions, please feel free to call Miracle Recreation at our headquarters in Monett, Missouri. Our toll free number is (800) 523-4202. Thank you for considering Miracle Recreation's play equipment for your playground needs.

Sincerely,

Bob Stluka, CPSI

Compliance Technician

MIRACLE RECREATION EQUIPMENT COMPANY



Committee F15 on Consumer Products

Certificate of Appreciation

Presented to

**Robert J. Stluka**

For more than 30 years of membership and contributions to ASTM  
Subcommittee F15.29 on Playground Equipment for Public Use.

The members herein express their gratitude.

Donald L. Mays  
F15 Chair

May 2022



ASTM INTERNATIONAL  
Helping our world work better

# ASTM International Certificate of Membership

## 2024 Membership Term

**Robert Stluka**

*Katharine E. Morgan*

**Katharine Morgan**  
President



# CERTIFICATE OF ACCREDITATION

*This is to attest that*

## **SHADE STRUCTURES, INC.**

2580 ESTERS BOULEVARD, SUITE 100  
DFW AIRPORT, TEXAS 75261, U.S.A.

### **Fabricator Inspection Program FA-428**

has met the requirements of AC172, *IAS Accreditation Criteria for Fabricator Inspection Programs for Structural Steel*, and its in-plant inspection program for structural steel fabrication is in compliance with Section 1704.2.5.1 of the 2015 and 2018 *International Building Code*®, Section 1704.2.5.2 of the 2012 *International Building Code*®, and Section 1704.2.2 of earlier code editions. Periodic plant inspections are conducted by Architectural Testing, Inc. (AA-676) to monitor compliance with the requirements of AC172.

This certificate is valid up to September 1, 2024



A handwritten signature in black ink, reading "Raj Nathan".

**President**



FedEx and UPS Shipments  
DFW International Commerce Park  
2580 Esters Blvd., Suite 100  
DFW Airport, TX 75261

US Postal Service  
P.O. Box 3467  
Coppell, TX 75019

March 1, 2024

To Whom It May Concern:

This letter certifies that Webber Recreational Design is a fully authorized representative for the full USA Shade product offering (aka Shade Structures, Inc.).

Thank you,

Whitney Klen  
Director of Sales – Distribution  
USA Shade

Multiknit (Proprietary) Limited  
Registration Number 2008/027159/07  
PO Box 798 White River 1240  
Theo Kleynhans Street White River 1240  
Mpumalanga, South Africa  
Tel: (27) 013 - 7512376  
Fax: (27) 013 - 7500699  
e-mail: [multiknit@multiknit.co.za](mailto:multiknit@multiknit.co.za)  
web site: [www.multiknit.co.za](http://www.multiknit.co.za)

25 October 2019

Shade Structures Inc.  
8319 Chancellor Row  
Dallas  
Texas 75247  
U.S.A

## DECLARATION RELATING TO ASTM G154, D5034, AND D2261 TESTING AND CERTIFICATION

In reference to the independent tests conducted by ATS and AWTA on the following product, the certification is as follows:

### Colourshade Z25 (Also marketed as Shadesure® by USA Shade and Fabric Structures)

- ASTM G154 Standard for Operation Fluorescent Lamp Apparatus  
Colourshade retains in excess of 80% of its initial tensile strength as required after 500 hours of testing (per Test Report Project Number 2109ATS017A, Section 5.1, Page 7 of 8).
- ASTM D5034 Break Force Strength Tests (Grab Test)  
Colourshade was tested and is in compliance with our specification (per Test Report Project Number 19-002012, Section ASTM D5034-2009, Page 2 of 5. Reference Note 1 in our specification).
- ASTM D2261 Tearing Strength (Tongue Rip Procedure)  
Colourshade was tested and in compliance with our specification (per Test Report Project Number 19-002012, Section ASTM D2261-11, Page 3 of 5. Reference Note 1 in our specification).

The reports corroborating the above can be made available on request.

Yours faithfully



**DEON JOUBERT**  
**MANAGING DIRECTOR**

dj/let005

# National Recreation and Park Association

Let it be known that

## ROBERT STLUKA

has met the requirements of the standards set forth by the  
National Certification Board  
and is hereby granted certification as a

### Certified Playground Safety Inspector



CHAIRPERSON



NRPA PRESIDENT AND CEO



Certified  
Playground  
Safety Inspector

April 05, 2022

DATE CERTIFIED

54187-525

CERTIFICATION NUMBER

May 01, 2025

EXPIRATION DATE



NATIONAL RECREATION  
AND PARK ASSOCIATION



## CERTIFICATE OF MEMBERSHIP

This Certificate Verifies that

# Universal Precast Concrete

is an official member of the  
International Play Equipment Manufacturers Association

Valid through May 31, 2024

*Denise R. Calabrese*

---

**Denise R. Calabrese, CAE**  
Executive Director

MIRACLE RECREATION EQUIPMENT COMPANY  
878 E HIGHWAY 60  
MONETT, 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>



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  
POOL SLIDES

February 26<sup>th</sup>, 2024

To Whom It May Concern:

Webber Recreation and Design, Inc is a sole source provider of Miracle Recreation Equipment Company playground equipment, pool slides and sight amenities.

I would like to take this opportunity to thank you for your patronage. We know you have choices when it comes to your park and playground needs and we are happy you have chosen Miracle Recreation as your provider.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kevin Walker', is written over the word 'Sincerely,'.

Kevin Walker  
Customer Service Manager  
Miracle Recreation Equipment Company



February 26, 2024

Subject: Authorized Dealer / Webber Recreational Design, Inc.

To Whom It May Concern:

This letter serves as notification that Webber Recreational Design, Inc. is an authorized dealer/representative of No Fault, LLC.

Sincerely,

A handwritten signature in blue ink that reads "Beth Johnson".

Beth Johnson  
Regional Sales Director  
NO FAULT, LLC



2-25-24

To whom it may concern,

Webber Recreational is an authorized Goalsetter Basketball dealer. They service Minnesota, North Dakota and South Dakota for Goalsetter Basketball.

Thank you.

***Wayne Woollums***

***Co-Line Manufacturing***

*1041 Cordova Ave Lynnville, IA 50153*

*Phone: 641-613-6263 Fax: 641.613-6265*



23255 Woodland Road  
Lakeville, MN 55044

2/23/24

To Whom It May Concern:

Webber Recreation may offer for sale Playground Grass by ForeverLawn thru CPC in Minnesota, North Dakota & South Dakota.

Sincerely,

*Troy Johnson*

Troy Johnson  
612-210-1946





Playground Rescue LLC  
7551 65<sup>th</sup> Ave  
Princeton, MN 55371  
P: 612-369-3482

26 February 2024  
Mr. Jay Webber, President  
Webber Recreational Design, Inc.  
1442 Brooke Ct.  
Hastings, MN 55033

Reference: authorized Installer for Webber Recreational Design, Inc.

Dear Mr. Webber:

This letter is to state that Playground Rescue LLC. is an authorized Installer for Webber Recreational Design, Inc for the following states: Minnesota, North Dakota, and South Dakota.

Playground Rescue LLC will honor any responsibilities under warranty for our installs sold by the above authorized sales representative.

Sincerely,

Dan Stoltenberg, CPSI  
Playground Rescue LLC.  
Owner



**PREMIER POLYSTEEL**

The Best Commercial Outdoor Furniture Available. Period.

February 15th, 2024

Webber Recreation

1442 Brook Court

Hastings, MN 55033

Re: Premier Polysteel Dealer

To whom it may concern,

Premier Polysteel is a commercial outdoor furniture manufacturer located in Northwood, Iowa. Premier Polysteel has been manufacturing poly-vinyl steel products since 1974. Our industry leading 20 Year Warranty is one of many product attributes. As Sales Director, I confirm that Webber Recreation is an approved dealer of Premier Polysteel products in the states of Minnesota, North Dakota, and South Dakota.

Sincerely,

Matt Erickson

Sales Director

[matt@premierpolysteel.com](mailto:matt@premierpolysteel.com)

507-402-0132





March 1, 2024

CPC 2024

**Dealer Authorization Letter**

Webber Recreational Design, Inc. is currently registered as an approved dealer with Recreation by Lemmie Jones, LLC in the following States:

Minnesota  
North Dakota  
South Dakota

If you have any questions, please contact us.

2112 Carrie Street \* Carthage, MO 64836 \* Phone: (417) 793-1613  
E-Mail: [lemmie@recreationbylemmiejones.com](mailto:lemmie@recreationbylemmiejones.com) Web-site: [www.recreationbylemmiejones.com](http://www.recreationbylemmiejones.com)



FedEx and UPS Shipments  
DFW International Commerce Park  
2580 Esters Blvd., Suite 100  
DFW Airport, TX 75261

US Postal Service  
P.O. Box 3467  
Coppell, TX 75019

March 1, 2024

To Whom It May Concern:

This letter certifies that Webber Recreational Design is a fully authorized representative for the full USA Shade product offering.

Thank you,

Whitney Klen  
Director of Sales – Distribution  
USA Shade



26 February, 2024

Mr. Jay Webber, President  
Webber Recreational Design, Inc.  
1442 Brooke Ct.  
Hastings, MN 55033

Reference: authorized dealer for UPC Parks

Dear Mr. Webber:

This letter is to state that Webber Recreational Design, Inc. is an authorized sales agent for Universal Precast Concrete, Inc, d.b.a. as UPC Parks, for the following states: Minnesota, North Dakota, and South Dakota.

UPC Parks will honor any responsibilities under warranty for our products sold by the above authorized sales representative.

Sincerely,

A handwritten signature in black ink that reads "Dan Christensen". The signature is fluid and cursive.

Dan Christensen  
Department Manager  
UPC Parks

RFP 24.8 – Playground Systems, Recreational Products & Installation Services

PDF LIST OF SUPPLIERS AND ON LINE LINKS TO THE CATALOGS

MIRACLE Recreation <https://www.miracle-recreation.com/>

No Fault, LLC <https://nofault.com/products/poured-in-place/>

Premier Polysteel

[https://premierpolysteel.com/?gad\\_source=1&gclid=CjwKCAiA\\_5WvBhBAEiwAZtCU77HfeqWAu25N0ExpNwTU9QPWF3MmOi0H6qxr4ylqC3cT535v1-bPZxoC1okQAvD\\_BwE](https://premierpolysteel.com/?gad_source=1&gclid=CjwKCAiA_5WvBhBAEiwAZtCU77HfeqWAu25N0ExpNwTU9QPWF3MmOi0H6qxr4ylqC3cT535v1-bPZxoC1okQAvD_BwE)

Co-Line Manufacturing Goalsetter <https://www.goalsetter.com/collections/hoops>

Shade Structures USA Shade [https://www.usa-](https://www.usa-shade.com/?utm_source=google&utm_medium=ppc&utm_campaign=Branded%20-%20USA%20SHADE%20-%20Search&utm_term=usa%20shade&gad_source=1&gclid=CjwKCAiA_5WvBhBAEiwAZtCU7zRsp1ZjEcAsFrfPXbh2ilyx4DDJC_bUXoxBof6or9MmM9qydphp4hoCEu4QAvD_BwE)

[shade.com/?utm\\_source=google&utm\\_medium=ppc&utm\\_campaign=Branded%20-%20USA%20SHADE%20-](https://www.usa-shade.com/?utm_source=google&utm_medium=ppc&utm_campaign=Branded%20-%20USA%20SHADE%20-%20Search&utm_term=usa%20shade&gad_source=1&gclid=CjwKCAiA_5WvBhBAEiwAZtCU7zRsp1ZjEcAsFrfPXbh2ilyx4DDJC_bUXoxBof6or9MmM9qydphp4hoCEu4QAvD_BwE)

[%20Search&utm\\_term=usa%20shade&gad\\_source=1&gclid=CjwKCAiA\\_5WvBhBAEiwAZtCU7zRsp1ZjEcAsFrfPXbh2ilyx4DDJC\\_bUXoxBof6or9MmM9qydphp4hoCEu4QAvD\\_BwE](https://www.usa-shade.com/?utm_source=google&utm_medium=ppc&utm_campaign=Branded%20-%20USA%20SHADE%20-%20Search&utm_term=usa%20shade&gad_source=1&gclid=CjwKCAiA_5WvBhBAEiwAZtCU7zRsp1ZjEcAsFrfPXbh2ilyx4DDJC_bUXoxBof6or9MmM9qydphp4hoCEu4QAvD_BwE)

Recreation by Lemmie Jones LLC <https://recreationbylemmiejones.com/wp-content/uploads/2022/10/LemmieJones-WaterslideWaterPlay-Brochure.pdf>

Foreverlawn Landscape <https://www.foreverlawn.com/mn/>

American PW Athletics <https://pwathletic.com/>

Americana Shelters <https://americana.com/products/commercial-sep/shelters>

UPC Parks

[https://upcparks.com/?gad\\_source=1&gclid=CjwKCAiA\\_5WvBhBAEiwAZtCU754yR5DQk6DO7Ykm6DTyqR9AL7JnlF3AsFT96s8F7F1vCcvV8qncQhoCcQwQAvD\\_BwE](https://upcparks.com/?gad_source=1&gclid=CjwKCAiA_5WvBhBAEiwAZtCU754yR5DQk6DO7Ykm6DTyqR9AL7JnlF3AsFT96s8F7F1vCcvV8qncQhoCcQwQAvD_BwE)

## Evaluation Report

### RFP #24.8 – Playground Systems, Recreational Products & Installation Services

#### Description of Solicitation

The Cooperative Purchasing Connection (CPC) issued a Request for Proposal (RFP) for Playground Systems, Recreational Products & Installation Services on January 29, 2024. The intent of this proposal is to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad line of quality playground systems, recreational products, and installation services, at consortium level discounted pricing. CPC strives to bring value to its participating agencies; our goal is to provide agencies with play inspired systems, components, recreational products, and installation services that provide safety-oriented solutions that intrigue and increase participation and activity time. Agencies include educational institutions, cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency.

The solicitation was due on March 6, 2024. Thereafter, CPC conducted and followed its opening procedures and confirmed if the responding Suppliers were deemed responsive or non-responsive.

#### Summary of Evaluation Activity

Melissa Mattson, Director of Administrative Services with CPC and Amy Lohse, Procurement Specialist with CPC performed the evaluation.

Four (4) proposals were received by the submission deadline. Proposals were reviewed for compliance with the mandatory requirements set forth in the Request for Proposal (RFP). Three (3) proposals were found to be compliant and deemed responsive. Midwest Playscapes was deemed not responsive due to required pricing information being incomplete.

The evaluation was conducted during the week of March 18, 2024. The evaluators met virtually to review and discuss the responses collectively on March 21, 2024. A summation of their evaluation is included below.

#### Evaluation Discussion & Overview

Upon review of the Supplier's responses, the evaluators agreed on the following:

##### Midwest Groundcover Express Blower Service

1. The Vendor is based out of Long Lake, MN.
2. The Vendor uses mulch blowing truck and can blow 80 yards of material per hour.
3. The Vendor can complete projects over the weekends so there is no need to close playgrounds during normal business hours.
4. The Vendor supplies and installs decorative mulches for landscapes & areas surrounding schools, city pools and blvd medians.
5. The Vendor is able to utilize the blower truck for installation of soils including garden soils for new planter beds in medians.

6. The Vendor offers Terraseeding which is a compost blend injected with specified seed then blown into place with some of the best seeding results.
7. The Vendor has a strong client base with Cities.
8. The Vendor can offer full range of playground maintenance services.
9. The Vendor offers a one-year warranty.

#### **SafetyFirst Playground Maintenance**

1. The Vendor is based out of Princeton, MN.
2. The Vendor provides playground repair, maintenance, and installation services.
3. The Vendor can assist with installation of ImpactMats, poured in place, concrete borders and relocation services.
4. The Vendor is able to assist with all sizes of playgrounds, no matter the age.
5. The Vendor is able to order replacement parts from all major playground manufacturers because they do not directly compete with them by selling new equipment.
6. The Vendor is the only source for 100% clean, debarked tamarack EWF.
7. The Vendor provides free maintenance estimates to many school districts.
8. The Vendor is a regular participant in many school-related conferences in the tri-state area.
9. The Vendor offers a one-year warranty.

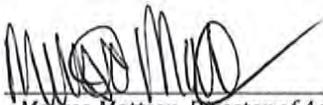
#### **Webber Recreational Design**

1. The Vendor is based out of Hastings, MN.
2. The Vendor offers a wide range of services including designing, overseeing installations, of play systems, shelters, water features, and site furnishings.
3. The Vendor has over 35 years of experience in the playground industry.
4. The Vendor uses Miracle Recreation as their main equipment manufacturer which has been in business for 97 years.
5. The Vendor is actively growing and adding staff to their sales team.
6. The Vendor is able to offer their services in the tri-state area.
7. The Vendor participates in conferences for their field and also hosts CEUs for those who need it.
8. The Vendor provides customers with drone footage of the completed projects.

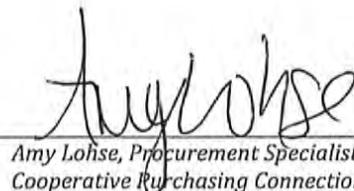
### **Recommendation**

After analysis of the Supplier/s proposals, the evaluators recommend that contracts be awarded to Midwest Groundcover Express Blower Service, SafetyFirst Playground Maintenance and Webber Recreational Design.

The recommendation and awards are subject to final review by CPC Administration and approval by the Board of Directors.



*Melissa Mattson, Director of Administrative Services  
Cooperative Purchasing Connection*



*Amy Lohse, Procurement Specialist  
Cooperative Purchasing Connection*

March 28, 2024

Midwest Groundcover Express Blower Service  
Attn: Justin Crandall  
PO Box 120  
Long Lake, MN 55356

---

**Award Decision, RFP #24.8 Playground Systems, Recreational Products & Installation Services**

---

Dear Justin,

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #24.8 Playground Systems, Recreational Products & Installation Services.

The evaluation committee, using the criteria outlined in the RFP documents, has completed its review of the proposals received.

CPC is pleased to announce that your proposal received the recommendation for award. This decision is subject to the approval of the CPC and the North Dakota Educators Service Cooperatives (NDESC) Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you soon to finalize a contract for the awarded goods and/or services. Thank you for submitting your proposal; CPC looks forward to working with you.

Regards,

*Melissa Mattson*

---

Melissa Mattson, Director  
Cooperative Purchasing Connection

March 28, 2024

SafetyFirst Playground Maintenance  
Attn: Charles Bot  
31095 Baugh St NW  
Princeton, MN 55371

---

**Award Decision, RFP #24.8 Playground Systems, Recreational Products & Installation Services**

---

Dear Charles,

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #24.8 Playground Systems, Recreational Products & Installation Services.

The evaluation committee, using the criteria outlined in the RFP documents, has completed its review of the proposals received.

CPC is pleased to announce that your proposal received the recommendation for award. This decision is subject to the approval of the CPC and the North Dakota Educators Service Cooperatives (NDESC) Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you soon to finalize a contract for the awarded goods and/or services. Thank you for submitting your proposal; CPC looks forward to working with you.

Regards,

*Melissa Mattson*

---

Melissa Mattson, Director  
Cooperative Purchasing Connection

March 28, 2024

Webber Recreational Design, Inc.  
Attn: Jay Webber  
1442 Brooke Court  
Hastings, MN 55033

---

**Award Decision, RFP #24.8 Playground Systems, Recreational Products & Installation Services**

---

Dear Jay,

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #24.8 Playground Systems, Recreational Products & Installation Services.

The evaluation committee, using the criteria outlined in the RFP documents, has completed its review of the proposals received.

CPC is pleased to announce that your proposal received the recommendation for award. This decision is subject to the approval of the CPC and the North Dakota Educators Service Cooperatives (NDESC) Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you soon to finalize a contract for the awarded goods and/or services. Thank you for submitting your proposal; CPC looks forward to working with you.

Regards,

*Melissa Mattson*

---

Melissa Mattson, Director  
Cooperative Purchasing Connection

## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

<b>Business Name</b>	Midwest Groundcover Express Blower Service, LLC	<b>Date</b>	3/1/2024
<b>Address</b>	PO Box 120	<b>City, State, Zip</b>	Long Lake, MN 55356
<b>Contact Person</b>	Justin Crandall	<b>Title</b>	Owner
<b>Authorized Signature</b>	<i>Justin Crandall</i>	<b>Title</b>	Owner
<b>Email</b>	Midwestgroundcover@gmail.com	<b>Phone</b>	763-274-9829

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

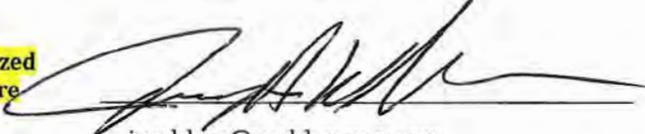
<b>Agency</b>	Cooperative Purchasing Connection	<b>Authorized Signature</b>	DocuSigned by: <i>Jane Eastes</i> 6D9BB132BB3040A...
<b>Name</b>	Jane Eastes	<b>Title</b>	Deputy Director
<b>Awarded this</b>	28th day of	<b>Contract #</b>	24.8 - MWG
<b>Contract/Agreement to Commence</b>	April 1, 2024		

## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

<b>Business Name</b>	Webber Recreational Design, Inc.	<b>Date</b>	3-3-24
<b>Address</b>	1442 Brooke Court	<b>City, State, Zip</b>	Hastings, MN 55033
<b>Contact Person</b>	Jay Webber	<b>Title</b>	President
<b>Authorized Signature</b>		<b>Title</b>	President
<b>Email</b>	jwebber@webberrec.com	<b>Phone</b>	651-438-3630

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

<b>Agency</b>	Cooperative Purchasing Connection	<b>Authorized Signature</b>	<div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>    <small>6D9BB132BB3040A...</small> </div>
<b>Name</b>	Jane Eastes	<b>Title</b>	Deputy Director
<b>Awarded this</b>	28th day of	March	<b>Contract #</b> 24.8 - WRD
<b>Contract/Agreement to Commence</b>	April 1, 2024		

## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Supplier

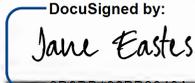
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Business Name Safety First Playgrounds Date 2/28/2024  
 Address 31095 Baugh St. NW City, State, Zip Princeton, MN 55371  
 Contact Person Charles Bot Title President

Authorized Signature  Title President  
 Email chuck.bot@safetyfirstplayground.com Phone 507-829-7136

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Agency Cooperative Purchasing Connection Authorized Signature   
 Name Jane Eastes Title Deputy Director  
 Awarded this 28th day of March Contract # 24.8 - SFP  
 Contract/Agreement to Commence April 1, 2024