

INVITATION TO BID

Bid Invitation Number: #166-2012

Date of Issue: 12/27/2012

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **01/10/2013**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Rm 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: Various LFUCG locations, Lexington, KY

Bid Security Required: Yes No Performance Bond Required: Yes No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

Commodity/Service
Outdoor Playground Equipment
See specifications

<p align="center"><u>Check One:</u></p> <p><input checked="" type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p align="center"><u>Proposed Delivery:</u></p> <p><u>56</u> days after acceptance of bid.</p> <p>ON ALL PRODUCTS EXCEPT CORCORD LINE.</p>
<p><u>Procurement Card Usage</u> <u>70-90 DAYS ON CORCORD LINE.</u></p>	
<p><input checked="" type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input type="checkbox"/> No</p>	

Submitted by: RECREATION INSITES, LLL
Firm

12237 WESTMORLAND DR.
Address

FISHERS, IN 46037
City, State & Zip

Melissa G. Guffey
Signature of Authorized Company Representative - Title

MELISSA GUFFEY
Representative's Name (Typed or printed)

317-201-7056 _____
Area Code - Phone - Extension Fax #

MELISSA.G@RECREATIONINSITES.COM
E-Mail Address

**Bid must be signed:
(original signature)**

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, JOHN WARGEL, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is MELISSA GUFFEY and he/she is the individual submitting the bid or is the authorized representative of

RECREATION INSITES LLC,

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

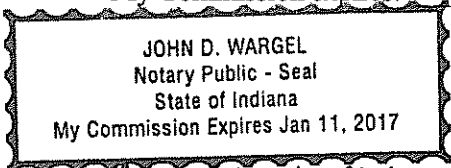
Further, Affiant sayeth naught.

Melissa Guffey

STATE OF IN
COUNTY OF HAMILTON

The foregoing instrument was subscribed, sworn to and acknowledged before me by MELISSA GUFFEY on this the 7 day of January, 2013.

My Commission expires: 1-11-2017



[Signature]
NOTARY PUBLIC, STATE AT LARGE

K.C. of Hamilton City
Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy

Reduced energy costs without compromising quality or performance

Reduced air pollution because fewer fossil fuels are burned

Significant return on investment

Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #166-2012 Outdoor Playground Equipment"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources*

within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the

contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 2-1 year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (**Space Checked Applies**)
 - (XXX) 1. See Section 6.5 of the specifications.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

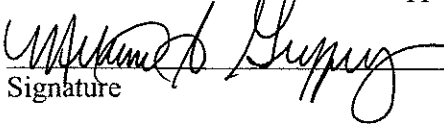
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.


Signature

RECREATION INSITES, LLC
Name of Business

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its

subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs

or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00369723

Lexington-Fayette Urban County Government
Division of Parks and Recreation
Outdoor Playground Equipment

The Lexington-Fayette Urban County Government is accepting bids for the purpose of establishing a price contract for Outdoor Playground Equipment and Picnic Apparatus for the Division of Parks and Recreation, at various locations in Lexington, Kentucky, as per the following specifications.

Section I

1.0 SCOPE AND CLASSIFICATION

These specifications describe requirements of the Lexington-Fayette Urban County Government for Price Contracts for Outdoor Playground and Picnic (including open air shelters and bleachers) Apparatus **only**. Items such as lights, scoreboards, balls, bats, gloves, bases, cones, etc. **will not be accepted.**

2.0 PUBLICATIONS

No publications are applicable to these specifications.

3.0 REQUIREMENTS

3.1 Bids are solicited for all types of Outdoor Playground & Picnic Apparatus, including, but not limited to, wood and metal structures.

3.2 Price Contracts awarded on the basis of bids received shall be effective for a period of one (1) year from the date of acceptance by the Urban County Council. This agreement may be extended for two (2) (one-year additional terms) upon the written agreement of the bidder and the Director of Central Purchasing.

3.3 Each bidder shall submit, with his/her bid, a current catalog of equipment available and corresponding price sheets for that catalog. Failure of any bidder to submit material required by this section shall result in his/her bid being disqualified as non-responsive.

3.4 The bidder shall submit a sworn Statement of Certification to confirm that no products will be sold to the Lexington-Fayette Urban County Government to be used in its Division of Parks and Recreation unless the products meet or exceed the following minimal, acceptable specifications:

3.4.1 The products supplied must meet or exceed the U.S. Consumer Product Safety Commission Handbook for Public Playground Safety, Volumes I and II.

3.4.2 The products supplied must meet or exceed any other applicable local, state or federal regulations, laws, or ordinances including applicable standards established by OSHA, EPA or any other regulatory body.

3.4.3 The products supplied are subjected to a strict quality control program to assure that the quality of the design and materials used are in compliance with acceptable standards established by the industry.

3.5 The Lexington-Fayette Urban County Government shall have the right to enter bidder's premises at reasonable times for the purpose of auditing any records of the bidder to assure compliance with the terms of the contract.

3.6 Definition of Default

Bidder understands and agrees that the failure to comply with any issues stated herein shall constitute default under this Agreement.

4.0 DELIVERY

4.1 Bidder shall show on his/her bid maximum time for delivery of any equipment ordered from a Price Contract established in accordance with the specifications and conditions contained herein.

4.2 Any equipment ordered shall be shipped to the location specified on the order. Deliveries shall be made only between the hours of 8:00 a.m. and 4:00 p.m., local time, Monday through Friday.

4.3 The applicable Urban County Government Purchase Order must be shown on **ALL** invoices, packing slips and shipping documents.

4.4 Contractor shall notify the Division of Parks and Recreation representative who placed the order no later than 48 hours prior to delivery at (859) 288-2900.

4.5 Failure by the contractor to comply with instructions 4.3 and 4.4 may result in refusal by the Urban County Government to accept or unload equipment until requirements established in 4.3 and 4.4 have been met. In such an event, the Urban County Government accepts no responsibility for protection of the materials or for payment for unauthorized deliveries.

5.0 TESTING AND INSPECTION

5.1 Urban County Government personnel shall make such visual inspections and shall conduct any tests required to assure that equipment received conforms to the manufacturers specifications for that equipment.

5.2 Contractor shall replace, at no cost to the Urban County Government, any equipment, which is determined to be defective as a result of such inspections and testing.

5.3 All apparatus bid must conform to standards established by the Consumer Product Safety Commission.

5.4 Play equipment submitted for consideration shall be certified by the International Play Equipment Manufacturers Association or provide evidence from an independent testing laboratory that all products are compliant with ASTM F1487.

6.0 NOTES

- 6.1 Bidder shall show a percentage discount from the price shown on the price sheet. All sales made to the Urban County Government shall be made at the discounted price. If the price sheet shows multiple columns, Bidder shall identify the column to which the percentage discount shall apply.
- 6.2 Bidder shall show current freight rates. If a contract is awarded, bidder agrees to promptly inform the Lexington-Fayette Urban County Government when any change is made in freight rates. Current freight rates to Lexington, Kentucky are \$ 241.94 /cwt. The Lexington-Fayette Urban County Government reserves the right to select an alternate freight company other than the one offered by the vendor if it is in the best interest of the Lexington-Fayette Urban County Government. * *THE RESPONSIBILITY FOR THE FREIGHT, IF ALTERNATE FREIGHT COMPANY IS USED, WILL FALL BETWEEN LFUCG AND THEIR CARRIER*
- 6.3 The Urban County Government shall award a sufficient number of Price Contracts, based on these specifications, to assure that a sufficient variety of equipment is available, at fair prices, to meet requirements of park design and citizen participation in equipment selection.
- 6.4 Award of a Price Contract does not constitute a promise on the part of the Urban County Government to purchase any equipment. Any equipment that may be purchased by the Urban County Government shall be purchased at the Price Contract Price.
- 6.5 Contract prices may change only when a newly published price sheet supersedes an existing price sheet. The percentage discount shall remain constant for the term of the Price Contract. Contractor shall inform the Urban County Government, in writing, of any published revision to Price Sheets thirty (30) days prior to the effective date of such revision.
- 6.6 Bidder agrees to sell to the Urban County Government, in accordance with terms and conditions herein, any equipment that may be required at a discount of:
 - a. \$0 - \$5,000 9 % (insert percentage)
 - b. \$5,000 - \$10,000 9 % (insert percentage)
 - c. Above 10,000 10 % (insert percentage)from the price shown in column # 4 (insert number)
(PRICE USD)

This section applies to any manufacturer that the bidder may represent. The cost breakdown shall remain the same when determining the percentage discount. If the bidder offers the same discount regardless of the manufacturer, prices should be shown above. If there are multiple discounts based on different manufacturers, bidder shall use the table provided (page 6).

*56 DAYS ALL PRODUCTS EXCEPT CORCORAD
70-90 DAYS FOR CORCORAD LINE*

- 6.7 All equipment ordered shall be delivered within _____ days from receipt of order.
- 6.8 Bidders shall bid a percentage discount from prices shown in current catalog. If, during the term of the contract, the catalog bid is suspended by a new catalog, the percentage discount shall apply to the new catalog.

NOTES TO BIDDERS

1.0 When submitting bids, please remember that companies you distribute for must be listed below. Do not submit a separate bid for each company represented.

2.0

Manufacturers That You Represent
<i>KOMPAN</i>

3.0 If a bid is submitted under the sales representative's name or a company name that represents a manufacturer, if the company goes out of business or the sales representative no longer represents the manufacturer, the Lexington-Fayette Urban County Government will not be able to purchase directly from the manufacturer.

4.0 Manufacturers may bid direct. If so, they should provide a list of authorized distributors. This would provide means of which LFUCG could purchase equipment when sales representatives or companies change.

For questions pertaining to specifications, contact Theresa Maynard, Buyer, Division of Central Purchasing at 859-258-3320 or theresam@lexingtonky.gov.

Manufacturer	Cost Breakdown	Percentage of Discount
1. <i>KOMPAN</i>	\$0 - \$5,000	9 % discount
	\$5,000 - \$10,000	9 % discount
	Above \$10,000	10 % discount
2.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
3.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
4.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
5.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
6.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
7.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
8.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
9.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
10.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
11.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
12.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount

Playground Installation Bid – Section II

1. **DEMOLITION** with heavy equipment of existing playground: \$ 83.00 per man hour
2. **DEMOLITION** without heavy equipment of existing playground: \$ 72.00 per man hour
3. **INSTALLATION** of your play equipment as per manufacturer's specs: 22% % of cost of equipment (not including edging or safety surface). The Contractor shall include in price and be responsible for picking up the equipment from Owner's storage area at Masterson Station Park, 3051 Leestown Rd., Lexington, KY 40511 and providing safe and proper storage during installation. Contractor shall use temporary plastic fencing, employ security, or other means to protect work until final inspection and acceptance by Owner. If proper precautions are not taken, Contractor will be responsible for re-installing equipment properly at their cost. Contractor is also responsible for insuring that play does not occur on equipment until final acceptance by Owner. Owner guarantees inspection within 2 business days of notice of completion. Contractor is responsible for any lost, stolen or damaged equipment during installation
4. **EDGING:** 6" x 6" pressure treated timbers, stacked 2 high (12") with 24" #5 rebar into ground @ 4' o.c.: \$ 77.00 per LF
5. **EDGING:** 6" x 12" concrete header curb (set at elevation so that top of curb is flush with outside grade once backfilled and inside play area flush with top of wood chip safety surface) with 12 inch deep, integral-pour piers every 2-3 ft. – broom finish. \$ 154.00 per LF
6. **EDGING:** 6" x 12" concrete header curb (set at elevation so that top of curb is flush with outside grade once backfilled and inside play area flush with top of wood chip safety surface) with 12 inch deep, integral-pour piers every 2-3 ft. – stamped finish (top only). \$ 220.00 per LF
7. **SPREADING MULCH** safety surface evenly under equipment and throughout play area (mulch provided on-site by LFUCG): \$ 7.00 per cu. yd.
8. **GRADING/SITE LEVELING:** \$ 13.00 per cu. yd. of earth (balanced cut/fill)
9. **DIRT HAULING:** (30 minute max. haul) \$ 11.00 per cu. yd.
10. **SIDEWALK 4" BROOM FINISH (4000 PSI) CONCRETE** over 6" d.g.a.: \$ 100.00 per sq. yd.
11. **SIDEWALK 4" BROOM FINISH (4000 PSI) CONCRETE** over 6" d.g.a.:
\$ 110.00 per sq. yd. with manufactures standard color admixture
12. **POURED IN PLACE RUBBER SURFACE** (see attached specification) over machine compacted dense grade aggregate \$ 14.50 per sq. ft.
13. **POURED IN PLACE RUBBER SURFACE** (see attached specification) over 3" asphalt and 6" compacted DGA

\$ 17.50 per sq. ft.

14. **POURED IN PLACE RUBBER SURFACE** (see attached specification) over 4" concrete and 6" compacted DGA

\$ 20.50 per sq. ft.

15. **KEYSTONE MODULAR RETAINING WALL OR EQUAL** (price to include manufacturers recommended base/footers for up to max. height of 48" and matching top row capstone glued in place.)

\$ N/A per sq. ft. of wall face
NOT IN OUR SCOPE OF SERVICES

16. **SILT FENCE:** Provided, installed (as per figure 11-21, LFUCG Stormwater Manual, attached at end of specifications) and maintained for duration of project and removed after new turf is at 90% coverage

\$.08 per sq. ft.

17. **SEEDING/STRAW:** (as per attached specification, see Section III, page 11)

\$.18 per sq. ft.

POURED IN PLACE PLAYGROUND SURFACE

January 4, 2013

Lexington-Fayette Urban County Government
200 East Main St., Rm 338
Lexington, KY 40507

Statement of Certification

I, Melissa Guffey, representing Recreation inSites, LLC, do solemnly swear that the products being sold to the Lexington-Fayette Urban County Government for use in its Division of Parks and Recreation meet or exceed the following minimal acceptable specifications:

3.4.1 The products supplied must meet or exceed the U.S. Consumer Product Safety Commission Handbook for Public Playground Safety, Volumes I and II.

3.4.2 The products supplied must meet or exceed any other applicable local, state or federal regulations, laws, or ordinances including applicable standards established by OSHA, EPA or any other regulatory body.

3.4.3 The products supplied are subjected to a strict quality control program to assure that the quality of the design and materials used are in compliance with acceptable standards established by the industry.

Name: Melissa Guffey, Recreation inSites, LLC

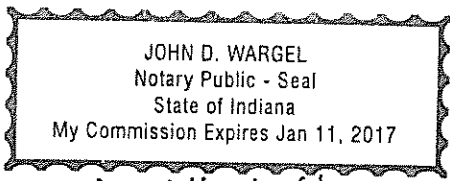
Signature: 

The foregoing instrument was subscribed, sworn to and acknowledged before me by Melissa Guffey on this the 7 day of JAN, 2013

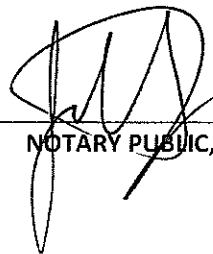
STATE OF IN

COUNTY OF HAMILTON

My Commission expires: 1-11-2017



Res. of Hamilton City



NOTARY PUBLIC, STATE AT LARGE



CERTIFICATE OF LIABILITY INSURANCE

KMY
R001DATE (MM/DD/YYYY)
01-03-2013

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 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).

PRODUCER BB&T INSURANCE SERVICES INC/PHS 641140 P:(866)467-8730 F:(877)538-5295 PO BOX 29611 CHARLOTTE SC 28229		CONTACT NAME: PHONE (A/C, No, Ext): (866)467-8730 FAX (A/C, No): (877)538-5295 E-MAIL ADDRESS:	
INSURED RECREATION INSITES 12237 WESTMORLAND DR FISHERS IN 46037		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A : Sentinel Ins Co LTD	
		INSURER B : Hartford Accident & Indemnity Co	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			42 SBM PF3041	11/20/2012	11/20/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> General Liab	<input checked="" type="checkbox"/>	<input type="checkbox"/>				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ Excluded
A	AUTOMOBILE LIABILITY			42 SBM PF3041	11/20/2012	11/20/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			42 WEC CL3966	11/20/2012	11/20/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

LFUCG
200 E MAIN ST RM 338
LEXINGTON, KY 40507

CANCELLATION

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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KOMPAN US Price List 2013

MOMENTS • ELEMENTS • EDGE • GALAXY • ICON • BLOQX • COROCORD • FREEGAME • KOMPLAY • CORE FITNESS • X-ERCISE

MOMENTS Products

Product No.	Product Name	Weight (lb)	Price USD	
● BASIC550P	Sandbox	199	\$ 1,530	
● M21101P	Age-Appropriate Sign, 2-5 Years	137	\$ 0*	*Playground signage available at no charge with new KOMPAN equipment purchase.
● M101P	Hen	75	\$ 630	
● M106P	Gander	121	\$ 940	
● M113P	Dragon	92	\$ 890	
● M123P	Elephant	92	\$ 890	
● M128P	Daisy	117	\$ 890	
● M130P	Scrambler	99	\$ 890	
● M133P	Ziggy	81	\$ 620	
● M134P	Zaggy	80	\$ 620	
● M141P	Spring Seesaw	371	\$ 2,270	
● M143P	Albatross Seesaw	295	\$ 2,610	
● M147P	Support	51	\$ 910	
● M165P	Gorilla	104	\$ 890	
● M166P	Ambulance	113	\$ 890	
● M167P	Shark	101	\$ 890	
● M168P	Lady Bug	118	\$ 890	
● M169P	Snake	80	\$ 730	
● M170P	Dune Buggy	108	\$ 940	
● M171P	Front Loader	109	\$ 890	
● M172P	Horse	76	\$ 550	
● M181P	Octopus Seesaw	423	\$ 3,350	
● M182P	Horse Seesaw	385	\$ 2,950	
● M183P	Motorcycle Seesaw	417	\$ 3,299	
● M186P	Garden Seesaw	715	\$ 5,900	
● M187P	Ocean Seesaw	702	\$ 6,120	
● M188P	Little Duckling	41	\$ 980	
● M189P	Little Elephant	60	\$ 1,300	
● M191P	Toddler Spica	40	\$ 1,280	
● M230P	Garden Table	205	\$ 2,750	
● M243P	Crocodile Bench	97	\$ 1,630	
● M259P	Clover	16	\$ 250	
● M26001P	Daisy Desk with Hole	57	\$ 810	
● M26002P	Daisy Desk with Plate	72	\$ 960	
● M26003P	Daisy Desk with Bowl	61	\$ 1,060	

Prices do not include freight, storage and/or installation. Prices and weights are subject to change without notice. Assume in-ground footings unless otherwise specified. Shipments are Ex Works origin from Middletown, PA. Contact KOMPAN Inc. for terms and conditions. For more information, visit kompan.com or call 800-426-9788.

KOMPAN US Price List 2013

MOMENTS • ELEMENTS • EDGE • GALAXY • ICON • BLOQX • COROCORD • FREEGAME • KOMPLAY • CORE FITNESS • X-EXERCISE

Product No.	Product Name	Weight (lb)	Price USD
● M261P	Daisy Desk with Clover Patch	105	\$ 1,620
● M512P	Sand Pit	134	\$ 1,640
● M525P	Steam Engine	821	\$ 11,270
● M526P	Railway Carriage	960	\$ 11,330
● M529P	Coupling	32	\$ 480
● M531P	Mini Car	455	\$ 5,210
● M534P	Truck	915	\$ 10,320
● M535P	Fire Engine	1,103	\$ 12,280
● M571P	Rotating Table	65	\$ 1,200
● M582P	PlayWorks	1,289	\$ 14,770
● M584P	Starfish	38	\$ 710
● M590P	Mermaid's Fountain	409	\$ 8,070
● M591P	Waterfall	545	\$ 9,990
● M593P	Water Tap	47	\$ 1,500
● M62080P	Play Patch	132	\$ 2,190
● M631P	Tick-Tock	41	\$ 1,010
● M7000P	House	445	\$ 5,540
● M7021P	Triple Shifter	609	\$ 10,310
● M951P	Sunflower	143	\$ 1,620
● MS32P	Pirate Ship	2,459	\$ 41,750
● MSC5401P	Cloud Climber	72	\$ 1,440
● MSC5402P	Treehouse Slide	178	\$ 4,080
● MSC5405P	Funny Fence	56	\$ 710
● MSC5406P	Caterpillar	71	\$ 990
● MSC5407P	Magic Garden	143	\$ 1,800
● MSC5408P	Creative Workshop	130	\$ 2,100
● MSC5410P	Forest Panel	110	\$ 2,030
● MSC5411P	Giraffe Panel	85	\$ 2,030
● MSC5412P	Cottage	134	\$ 2,270
● MSC5413P	Coupe	126	\$ 2,680
● MSC5414P	Coupe Deluxe	246	\$ 4,960
● MSC5415P	Cottage Deluxe	336	\$ 4,690
● MSC5416P	Safari	260	\$ 4,690
● MSC5417P	Playhouse Slide	396	\$ 7,930
● MSC541800P	Toddler Sandbox	168	\$ 1,160
● MSC541802P	Sandworks	249	\$ 1,820

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KOMPAN US Price List 2013

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Product No.	Product Name	Weight (lb)	Price USD
● MSC541802P	Double Toddler Sandbox	265	\$ 2,070
● MSC541803P	Double Sandworks	370	\$ 2,530
● MSC5419P	Sand & Water Workstation	163	\$ 2,950
● MSC5420P	Elephant Facade	132	\$ 1,950
● MSC542102P	Home & Garden Labyrinth 2 Rooms	595	\$ 7,450
● MSC542103P	Home & Garden Labyrinth 3 Rooms	712	\$ 9,450
● MSC6407P	Home/Rescue	1,865	\$ 27,940
● MSC6408P	Ocean/Jungle	1,825	\$ 26,990
● MSC6410P	Ocean/Jungle Large	2,377	\$ 34,940
● MSC6411P	Home/Rescue Large	2,415	\$ 34,400
● MSC6413P	Lookout Tower	530	\$ 6,060
● MSC6416P	Palace/Fortress	1,673	\$ 22,590
● MSC6418P	Palace/Fortress Multi Tower	2,836	\$ 39,040
● MSC6419P	Adventure Tower	934	\$ 14,299
● MSC6421P	Home/Rescue Multi Tower	3,075	\$ 42,695
● MSC6422P	Castle	3,550	\$ 43,830
● MSC6424P	Construction/Shop&Service	1,504	\$ 20,950

MOMENTS Swings

Product No.	Product Name	Weight (lb)	Price USD
● M96200	Single Bay Metal Swings 7'9"	554	\$ 1,520
● M96201	Single Bay Metal Swings 7'9" - Anti Wrap & Twist	567	\$ 1,670
● M96208	Single Bay Metal w/ Birds Nest Swing	515	\$ 5,450
● M96300	Single Bay Metal Swing 9'8"	578	\$ 1,680
● M96301	Single Bay Metal Swing 9'8" - Anti Wrap & Twist	590	\$ 1,890
● M96400	Double Bay Metal Swing 7'9"	806	\$ 2,830
● M96401	Double Bay Metal Swing 7'9" - Anti Wrap & Twist	832	\$ 3,150
● M96403	Swing w/ 2 Belt and 1 Basket	753	\$ 6,749
● M96404	Swing w/ 2 Belt and 1 Basket; Anti-Wrap & Twist	823	\$ 6,895
● M96500	Double Bay Metal Swing 9'8"	846	\$ 3,150
● M96501	Double Bay Metal Swing 9'8" - Anti Wrap & Twist	871	\$ 3,460
● M929	Additional Infant Seat Charge	15	\$ 260
● S67855	ADA Swing Seat, 5-12, 8' Beam, Stainless Steel Chains	48	\$ 590
● S67856	ADA Swing Seat, 5-12, 10' Beam, Stainless Steel Chains	55	\$ 654
● S67860	ADA Swing Seat, 2-5, 8' Beam, Stainless Steel Chains	45	\$ 554
● KPL903	Bird's Nest Swing, aluminum posts	246	\$ 7,460

Prices do not include freight, storage and/or installation. Prices and weights are subject to change without notice. Assume in-ground footings unless otherwise specified. Shipments are Ex Works origin from Middletown, PA. Contact KOMPAN Inc. for terms and conditions. For more information, visit kompan.com or call 800-426-9788.

KOMPAN US Price List 2013

MOMENTS • ELEMENTS • EDGE • GALAXY • ICON • BLOQX • COROCORD • FREEGAME • KOMPLAY • CORE FITNESS • X-EXERCISE

MOMENTS Combination

Product No.	Product Name	Weight (lb)	Price USD
MPP000100W	Play Panel - Pine	92	\$ 1,530
MPP000110A	Play Panel - Aluminum	96	\$ 1,626
MPP000200W	Sand Counter - Pine	67	\$ 1,010
MPP000210A	Sand Counter - Aluminum	70	\$ 1,161
MPP100401W	The Scout - Pine	296	\$ 3,922
MPP100411A	The Scout - Aluminum	308	\$ 4,457
MPP100801W	Clubhouse Slide - Pine	1118	\$ 15,088
MPP100811A	Clubhouse Slide - Aluminum	1170	\$ 16,699
MPP100901W	The Clubhouse - Pine	1183	\$ 16,515
MPP100911A	The Clubhouse - Aluminum	1236	\$ 18,178
MPP101001W	Ready, Set, Slide! - Pine	464	\$ 5,155
MPP101011A	Ready, Set, Slide! - Aluminum	1638	\$ 5,745
MPP200401W	The Great Escape - Pine	1575	\$ 20,318
MPP200411A	The Great Escape - Aluminum	1638	\$ 22,648
MPP200501W	The Passageway - Pine	1499	\$ 20,227
MPP200511A	The Passageway - Aluminum	1562	\$ 22,324
MPP300201W	Obstacle Illusion - Pine	2178	\$ 28,475
MPP300211A	Obstacle Illusion - Aluminum	2243	\$ 31,478
MPP300301W	Silly Town - Pine	1868	\$ 27,654
MPP300311A	Silly Town - Aluminum	1938	\$ 30,400
MPP400101W	Adventureville - Pine	2782	\$ 39,357
MPP400111A	Adventureville - Aluminum	2857	\$ 43,251

ELEMENTS Products

Product No.	Product Name	Weight (lb)	Price USD
ELE400002	Racer	97	\$ 680
ELE400006	Hammock	91	\$ 1,360
ELE400007	Navigator	320	\$ 4,650

Prices do not include freight, storage and/or installation. Prices and weights are subject to change without notice. Assume in-ground footings unless otherwise specified. Shipments are Ex Works origin from Middletown, PA. Contact KOMPAN Inc. for terms and conditions. For more information, visit kompan.com or call 800-426-9788.

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MOMENTS • ELEMENTS • EDGE • GALAXY • ICON • BLOQX • COROCORD • FREEGAME • KOMPLAY • CORE FITNESS • X-ERCISE

Product No.	Product Name	Weight (lb)	Price USD
● ELE400008	Explorer	363	\$ 4,630
● ELE400016	Slide Tower	463	\$ 5,450
● ELE400019	Speeder	95	\$ 680
● ELE400020	Stinger	93	\$ 680
● ELE400021	Blazer	468	\$ 2,360
● ELE400022	Hopper	419	\$ 1,990
● ELE400024	Spinner Bowl	45	\$ 940
● ELE400037	Circuit	1,855	\$ 18,432
● ELE400050	Tower	1,865	\$ 20,910
● ELE400055	Flow 3	3,359	\$ 30,849
● ELE400056	Carrier	894	\$ 10,299
● ELE400101	Ministudio 1	187	\$ 2,980
● ELE400114	Palace	5,678	\$ 63,480
● ELE400158	Junior Spica	62	\$ 1,800
● ELE400205	Cottage	403	\$ 4,760
● ELE400209	Flow 1	1,904	\$ 19,895
● ELE400231	Gym 2	2,491	\$ 27,650
● ELE400232	Fort	2,806	\$ 29,030

ELEMENTS Swings

Product No.	Product Name	Weight (lb)	Price USD
● ELE400303	Belt Swing	374	\$ 1,260
● ELE400403	Infant Swing	381	\$ 1,299

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EDGE Products

Product No.	Product Name	Weight (lb)	Price USD
● ELE500002	Vertex	1,214	\$ 13,960
● ELE500003	Ridge	1,734	\$ 17,950
● ELE500005	Glacier	3,430	\$ 32,995
● ELE500007	Vertigo Spinner	80	\$ 1,740
● ELE500008	Spinner	26	\$ 810
● ELE500010	Canyon	2,116	\$ 24,950
● ELE500014	Talus	3,511	\$ 37,695
● ELE500015	Epic	5,645	\$ 49,950
● ELE500016	Crest	3,521	\$ 37,450
● ELE500017	Maar	2,210	\$ 22,499
● ELE500021	Cirque	7,020	\$ 59,950
● ELE500081	Crest Urban	3,657	\$ 41,995
● ELE500084	Climbing Wall	356	\$ 4,050
● ELE500086	Turning Bars	239	\$ 1,000
● ELE500116	Ascent	3049	\$ 39,780
● M21102P	Age-Appropriate Sign, 5–12 Years	137	\$ 0*

*Playground signage available at no charge with new KOMPAN equipment purchase.

GALAXY Products

Product No.	Product Name	Weight (lb)	Price USD
● GXY8011	Sirius	974	\$ 17,050
● GXY8014	Spica 1	122	\$ 2,060
● GXY8015	Spica 2	122	\$ 2,060
● GXY8016	Spica 3	122	\$ 2,060
● GXY8017	Vega	115	\$ 2,270
● GXY8019	Argo	217	\$ 4,910
● GXY8020	Aquila	1,096	\$ 21,880
● GXY901	Pavo	842	\$ 14,620
● GXY902	Enif	1,262	\$ 24,520
● GXY903	Kuma	1,305	\$ 23,770

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Product No.	Product Name	Weight (lb)	Price USD
● GXY906	Adara	1,620	\$ 30,320
● GXY907	Izar	1,676	\$ 30,290
● GXY916	Supernova	580	\$ 7,160
● GXY919	Flexus	322	\$ 6,500
● GXY925	Canopus	1,676	\$ 30,280
● GXY926	Miram	1,163	\$ 26,600
● GXY933	Mizar	704	\$ 11,870
● GXY934	Rock-It	255	\$ 4,700
● GXY935	Starsurfer	245	\$ 4,160
● GXY936	Rigel	1,142	\$ 16,680
● GXY937	Nereide	1,303	\$ 21,250
● GXY938	Asterion	1,491	\$ 24,750
● GXY939	Regulus	1,133	\$ 22,260
● GXY940	Altair	1,540	\$ 29,650
● GXY941	Aldebaran	1,847	\$ 32,870
● GXY942	Pollux	2,229	\$ 35,710
● GXY943	Draco	2,594	\$ 47,120
● GXY944	Stella Nova	722	\$ 6,979
● GXY945	Asterope	2,261	\$ 44,270
● M87401	Orbits 100 mm	24	\$ 210
● M87402	Orbits 300 mm	35	\$ 220
● M87403	Orbits 600 mm	42	\$ 240
● M87201	Zipline: Sloped	796	\$ 15,260
● M87202	Zipline: Flat	876	\$ 15,000

ICON Products

Product No.	Product Name	Weight (lb)	Price USD
● ICON1002*	Nova	710	\$ 19,190
● ICON1003*	Rocky	277	\$ 15,280
● ICON1012*	Space	1,586	\$ 48,890
● ICON1014*	Swirl	1,863	\$ 48,220

*Surface and in-ground installation available. Pricing includes game server.

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BLOQX Products

Product No.	Product Name	Weight (lb)	Price USD
● BLX4100	BLOQX 1	855	\$ 5,250
● BLX4101	BLOQX 2	1,062	\$ 11,210
● BLX4102	BLOQX 3	1,434	\$ 16,190
● BLX4103	BLOQX 4	1,965	\$ 22,770
● BLX4104	BLOQX 5	2,322	\$ 28,970
● BLX4105	BLOQX 6	2,783	\$ 33,400

COROCORD Dome

Product No.	Product Name	Weight (lb)	Price USD
● COR8822	Performer Arch	1,375	\$ 17,340
● COR8823	Explorer Arch	1,210	\$ 14,960
● COR8841	Classic Dome	2,244	\$ 31,680
● COR8842	Performer Dome	2,695	\$ 38,850
● COR8863	Explorer Dome	2,882	\$ 49,760

COROCORD Spacenet

Product No.	Product Name	Weight (lb)	Price USD
● COR2360	Large Playnet	770	\$ 10,740
● COR2450	Tetrahedron	605	\$ 7,400
● COR3030	Mini Spacenet	902	\$ 16,870
● COR3030-2	Mini Two-Mast Spacenet	1,606	\$ 21,785
● COR3030-4	Mini Four-Mast Spacenet	3,058	\$ 43,625
● COR3140	Macro Spacenet	1,155	\$ 16,370
● COR3633	Small Hexagonal Spacenet	1,078	\$ 22,330
● COR3930	Exercise Net S	425	\$ 8,080
● COR4142	Small Octa Net	988	\$ 19,540

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COROCORD Parkour

	Product No.	Product Name	Weight (lb)	Price USD
☼	COR1501	Swaying Bridge	484	\$ 5,405
●	COR1502	Climbing Ramp	484	\$ 8,681
☼	COR1503	Swaying Seesaw	484	\$ 2,179
☼	COR1504	Tensegritty	484	\$ 3,549
☼	COR1505	Rope Slalom	484	\$ 3,221
☼	COR1506	Crossed Ladder	484	\$ 3,549
☼	COR1507	Rope Screw	484	\$ 2,179
☼	COR1508	Flying Carpet	484	\$ 3,817
☼	COR1510	Trample Path	484	\$ 4,313
☼	COR1511	Corocord Pole	77	\$ 931

* COROCORD Parkour structures require the purchase of COR1511 COROCORD Poles (sold separately).
The quantity of poles required is dependent on the number of links purchased and the configuration of the structure.

COROCORD Play Packages

	Product No.	Product Name	Weight (lb)	Price USD
●	COR-PAK09/3	Play Package 9/3	2222	\$ 22,570
●	COR-PAK10/2	Play Package 10/2	1254	\$ 13,435
●	COR-PAK10/3	Play Package 10/3	1100	\$ 11,020
●	COR-PAK11/1	Play Package 11/1	2728	\$ 30,445
●	COR-PAK11/3	Play Package 11/3	1551	\$ 10,285
●	COR-PAK 11/4	Play Package 11/4	1408	\$ 12,910
●	COR-PAK11/5	Play Package 11/5	1012	\$ 9,760
●	COR-PAK11/6	Play Package 11/6	1188	\$ 8,290

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FREEGAME Products

Product No.	Product Name	Weight (lb)	Price USD
● FRE2110	39' x 67'8" Freegame Court (12x20 m)	7,711	\$ 64,060
● FRE2111	39' x 80'9" Freegame Court (12x24 m)	8,300	\$ 69,040
● FRE2112	48'3" x 87'4" Freegame Court (15x26 m)	8,847	\$ 75,230
● FRE2113	48'3" x 100'6" Freegame Court (15x30 m)	9,498	\$ 80,410
● FRE2114	52'2" x 93'11" Freegame Court (16x28 m)	9,718	\$ 79,610
● FRE2115	52'2" x 107' Freegame Court (16x32 m)	10,020	\$ 84,400
● FRE2116	61'4" x 120'2" Freegame Court (19x36 m)	11,447	\$ 93,460
● FRE2117	65'4" x 133'3" Freegame Court (20x40 m)	11,974	\$ 99,960
● FRE2210	9'10" Wide Multigoal (3 m)	1,069	\$ 8,450
● FRE2211	16'5" Wide Multigoal (6 m)	1,478	\$ 13,540
● FRE2212	29'6" Wide Multigoal (9 m)	1,957	\$ 17,870
● FRE2213	39'4" Wide Multigoal (12 m)	2,370	\$ 21,530
● FRE3000	Stargazer	748	\$ 9,400
● FRE3010	Crescent 40	46	\$ 1,110
● FRE3011	Crescent 60	53	\$ 1,150
● FRE3012	CometTail 40	52	\$ 1,050
● FRE3013	CometTail 60	53	\$ 1,060
● FRE3020	Freestanding Basketball Hoop with Nylon Net	404	\$ 2,580
● FRE3021	Freestanding Basketball Hoop with Chain Net	407	\$ 2,730

KOMPLAY Products

Product No.	Product Name	Weight (lb)	Price USD
● FKP380412	Sport Court - Steel	4,382	\$ 29,950
● FKP380413	Sport Court - Pine Wood	3,955	\$ 29,950
● FKP380414	Sport Court - Polypropylene Panel	4,128	\$ 34,950
● FKP380415	Sport Court - High Ball Catch Net Steel	7,347	\$ 59,950
● FKP380416	Sport Court - High Ball Catch Net Pine Wood	7,017	\$ 59,950
● FKP380417	Sport Court - High Ball Catch Net Polypropylene Panel	7,190	\$ 64,950

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CORE FITNESS Products

Product No.	Product Name	Weight (lb)	Price USD
● ELE5900105	Ab Stretcher	276	\$ 1,980
● ELE5900106	Parallel Bars	249	\$ 1,640
● ELE5900107	Push-Up Bars	130	\$ 960
● ELE5900108	Stretching Post	73	\$ 796
● ELE5900109	Pull-Up Bars	207	\$ 1,472
● ELE5900112	Sit-Up Bench, High	150	\$ 1,420
● ELE5900113	Sit-Up Bench, Low	143	\$ 1,380

X-ERCISE Products

Product No.	Product Name	Weight (lb)	Price USD
● KPX120	Free Runner	264	\$ 3,860
● KPX121	Sit-Up Bench	166	\$ 2,170
● KPX122	Flex Wheel	103	\$ 2,180
● KPX123	Body Flexer	164	\$ 3,190
● KPX125	Cross Trainer	253	\$ 4,810
● KPX126	Leg Lift Station	158	\$ 1,960
● KPX128	Upper Body Trainer	133	\$ 2,100
● KPX129	Cycle Trainer	242	\$ 4,620
● KPX220	Dual Flex	164	\$ 3,480
● KPX222	Core Cyclor	310	\$ 5,790
● KPX224	Flex Trainer	150	\$ 3,080
● KPX225	Cardio	421	\$ 7,330
● KPX320	Complete Cardio	565	\$ 11,320
● KPX323	Complete Body Toner	461	\$ 6,050

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Site Amenities

Product No.	Product Name	Weight (lb)	Price USD
● NAT201	Avenue Bench	141	\$ 1,430
● NAT202	Bellevue Bench	312	\$ 1,170
● NAT203	Rustic Picnic Table	262	\$ 2,870
● NAT204	Tacoma Bench	194	\$ 720
● NAT205	Tacoma Table	348	\$ 1,130
● NAT206	Circuit Bench	438	\$ 5,130
● KPL20101	Pine Bench	103	\$ 900
● KPL20102	Hardwood Bench	134	\$ 1,080
● KPL20201	Simplicity Bench (pine)	68	\$ 640
● KPL20202	Simplicity Bench (hardwood)	88	\$ 850
● KPL20301	Simplicity Table (pine)	64	\$ 700
● KPL20302	Simplicity Table (hardwood)	92	\$ 810
● KPL20401	Viewpoint Picnic Table (pine)	132	\$ 1,290
● KPL20402	Viewpoint Picnic Table (hardwood)	240	\$ 1,590