

BID PROPOSAL FOR: PLAYGROUND EQUIPMENT

MANDATORY PRE-BID MEETING: OCTOBER 10, 2011 @ 10AM, 1200 Market Street, Room 324, St Louis, MO 63103 (Supply Division Conference Room) Potential Bidders must have a Representative at this meeting in order to bid.

SUBMITTAL OF QUESTIONS: Due by Noon on Thursday, October 6, 2011. Send via e-mail to crawfordl@stlouiscity.com
Answers will be provided at the pre-bid meeting.

BID OPENING: Tuesday, October 25, 2011 @ NOON

BUYER: **LYNN CRAWFORD** PHONE NUMBER: **314-622-4716** E-MAIL: **CRAWFORDL@STLOUISCITY.COM**

TO THE SUPPLY COMMISSIONER, CITY OF ST. LOUIS, MISSOURI:

We the undersigned, in answer to your advertisement of **September 13, 2011** agree to furnish the City of St. Louis with the requirements of this bid proposal. The term of the contract will be **Four (4) years from February 1, 2012.** The contract will be subject to all conditions* listed, per the attached specifications, and at prices set forth on the pages of this bid proposal.

***ATTENTION: PLEASE NOTE ITEMS #7 & #12 ON THE ENCLOSED "INSTRUCTIONS TO BIDDERS."**
Bids or Contracts will be awarded based on the official specification provided by the Supply Division only and any related addenda. All inquiries must be in writing (letter, e-mail or fax) addressed only to a Supply Division Buyer, the Deputy Supply Commissioner or the Supply Commissioner.

Firm Name: _____ Telephone Number: () _____

Address: _____ Fax Number: () _____

City: _____ State: _____ Zip Code: _____

Federal Identification Number: _____ Date Bid Submitted: _____

DO NOT WRITE BELOW THIS LINE (FOR CITY OF ST. LOUIS USE ONLY) _____

<u>BOARD OF STANDARDIZATION FOR CONTRACT USE ONLY</u>

Accepted:
Date: _____

Supply Commissioner, City of St. Louis

Accepted:
Date: _____

Comptroller, City of St. Louis

City Counselor, City of St. Louis

Register, City of St. Louis

COMPROLLER'S OFFICE DOCUMENT # _____

**BID PROPOSAL FOR PLAYGROUND EQUIPMENT
DURATION: FOUR YEARS FROM DATE OF AWARD**

1. SCOPE:

This document constitutes an invitation for sealed bids from prospective bidders for the establishment of a contract from which Playground Equipment may be purchased in accordance with the requirements and provisions stated herein for the City of St. Louis. All products offered and delivered shall be new and comply with federal, state and local laws, rules and regulations.

2. BID PREPARATION/SUBMISSION:

Bids shall be submitted using the enclosed Bid Pricing Page that accompanies this request. Bidder shall submit one (1) original and one (1) exact copy. Bidders shall submit bids in a clear, concise and legible manner to permit proper evaluation of responsive bids.

Bidders must submit a list of all equipment to be used. Bidders shall also submit drawings and specifications with bid for equipment offered. Failure to submit drawings will eliminate your bid.

Only Complete bids will be accepted.

Pricing shall include site preparation and equipment installations as detailed below in PLAYGROUND EQUIPMENT SPECIFICATIONS. No deviations allowed; acceptable substitutions permitted.

3. INSPECTION:

All materials and equipment are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the city may seek damages.

4. AWARD:

The City reserves the right to make awards to one or more contractors.

5. QUALIFICATIONS OF BIDDERS:

The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carryout the obligations of the contract and to complete the work contemplated therein.

6. CONTRACT PERIOD:

The original contract period shall be from February 1, 2012 - January 31, 2016. The contract shall not bind, nor purport to bind, the City for any contractual commitment in excess of the original contract period. The Supply Division shall have the right, at its sole option, to renew the contract for an additional period not to exceed two (2) years. In the event the Supply Division exercises such right, all terms and conditions, requirements and specifications of the contract, including discounts shall remain the same and apply during renewal periods.

7. CONTRACT PRICE:

Prices shall be firm and fixed for the 1st year of the contract. The City of St. Louis shall not pay or be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

BID PROPOSAL FOR PLAYGROUND EQUIPMENT...CON'T.

Manufacturer's price increases/decreases shall be allowed after the first year but will not be allowed to exceed five percent (5%) per year.

8. ESTIMATED VOLUME:

The City of St. Louis makes no guarantee of purchase/installation of playground equipment. Any amounts indicated in the Bid Proposal is an annual estimate of what may be ordered. The City of St. Louis makes no guarantees about single order quantities or total aggregate order quantities.

9. NON-EXCLUSIVE CONTRACT:

The contractor shall agree and understand that the contract shall not be construed as an exclusive contract and that agencies of the City of St. Louis may obtain similar or identical products, items or services from other sources as deemed appropriate and in the best interest of the City of St. Louis, if Vendor is unable to supply required items in a timely manner.

10. CONTRACTOR'S ACCOUNT REPRESENTATIVE:

The contractor must assign an account representative who shall be able to provide assistance in regards to the purchase and installation of playground equipment at no cost to the City. The account representative shall also be able to provide the agencies with the following services.

- > Process all orders in a timely manner;
- > Handle agency complaints and inquiries;
- > Resolve any problems with the order/delivery schedule, delivery shortages or product substitutions;
- > Make recommendations for any products changes that would better meet the agencies need;

11. SUBLETTING:

Subletting or assigning of any bid under these specifications, or any contract to a successful bidder under these specifications, cannot be made without the written consent of the City.

12. PERFORMANCE BOND:

A Performance Bond is required for this contract in the amount of 50% of annual estimated contract amount.

13. M/WBE PARTICIAPTION:

Minority and Women Business Enterprise Participation may be considered in making the award.

14. QUARTERLY REPORTS:

The successful vendor shall provide reports by January, April, July and October 15th of each year to the Supply Buyer. Reports should detail contract items purchased including price (unit and total), quantity and ordering department. The City of St. Louis will not pay for these reports.

PLAYGROUND EQUIPMENT SPECIFICATIONS

GENERAL

TOTAL TO INCLUDE INSTALLATION OF EQUIPMENT, SOLID COLOR POURED IN PLACE SURFACING UNDER PLAYGROUND STRUCTURE AND WOOD FIBER SURFACING UNDER SWING FRAME.

POURED IN PLACE SURFACING: MINIMUM THICKNESS OF 2½ INCHES OVER 4 INCH CONCRETE PAVEMENT AND 4 TO 6 INCHES OF COMPACTED ROCK BASE. CURBING AROUND THE PERIMETER OF THE SURFACING SHALL BE A 6 INCH WIDE AND 12 INCH DEEP CONCRETE CURB. EXCAVATION TO BE INCLUDED. (SEE ATTACHED SPECIFICATIONS)

WOOD FIBER SURFACING: MINIMUM THICKNESS OF 15 INCHES OVER GEOTEXTILE FABRIC OVER 3" - 4" ROCK BASE. EXCAVATION TO BE INCLUDED. (SEE ATTACHED SPECIFICATIONS)

ALL EQUIPMENT AND SURFACING MUST CONTAIN IPEMA CERTIFICATION AND ISO9001 CERTIFICATION. SUBMIT CERTIFICATION WITH PROPOSAL.

DEPARTMENT CONTACT: DAN SKILLMAN, COMMISSIONER OF PARKS
314-289-5300

BID PROPOSAL FOR PLAYGROUND EQUIPMENT...CON'T.

CITY ITEM #	DESCRIPTION	PRICE
16-2600-000	MODEL 100 as per attached drawing and specifications	
16-2600-005	MODEL 125 as per attached drawing and specifications	
16-2600-008	MODEL 150 as per attached drawing and specifications	
16-2600-011	MODEL 200 as per attached drawing and specifications	

DELIVERY: _____ DAYS ARO

PLAYGROUND EQUIPMENT-REPAIR PARTS

		Discount
Playground Equipment Parts	Price List Dated: _____	%
Touch-Up Paint	Price List Dated: _____	%

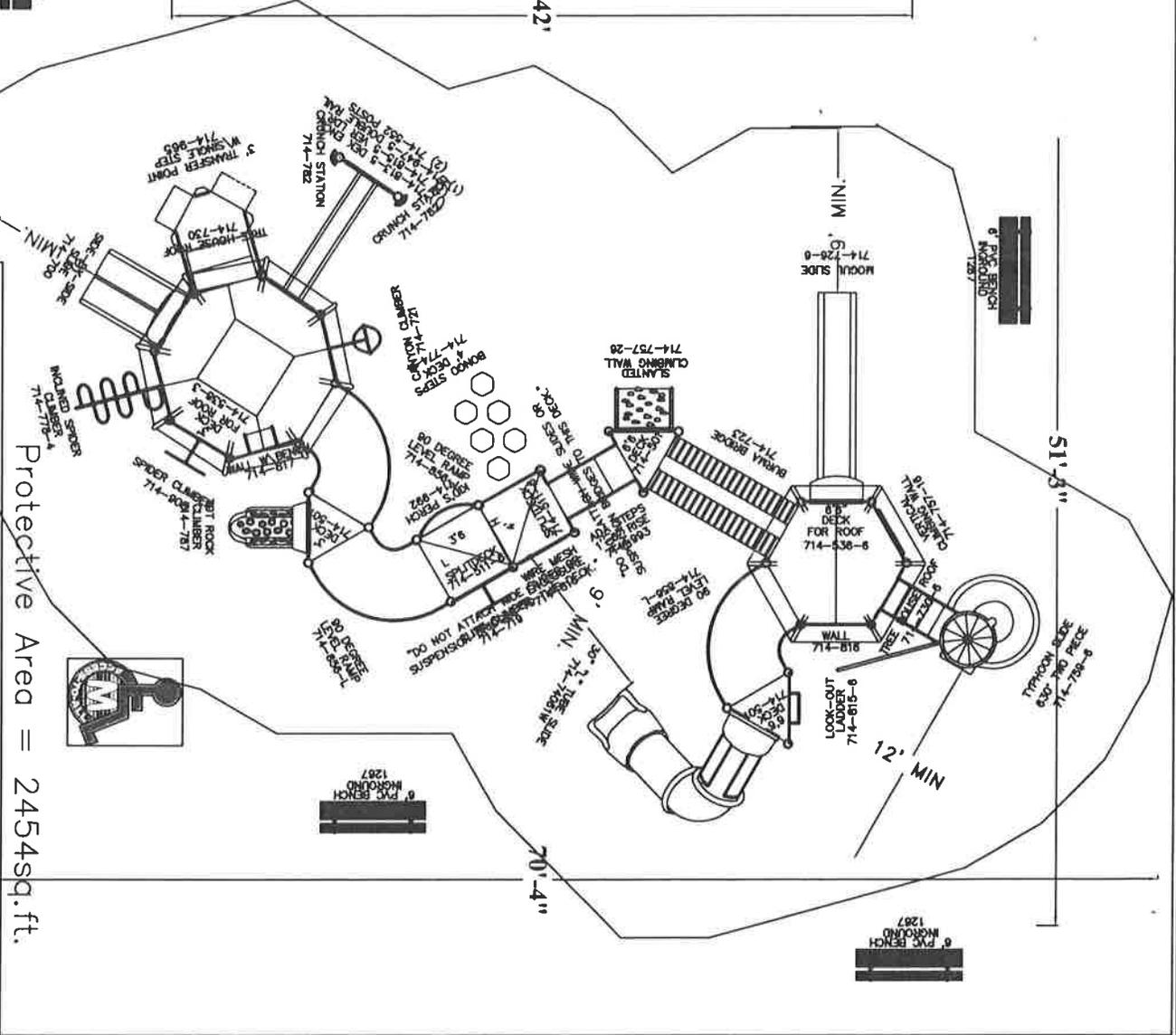
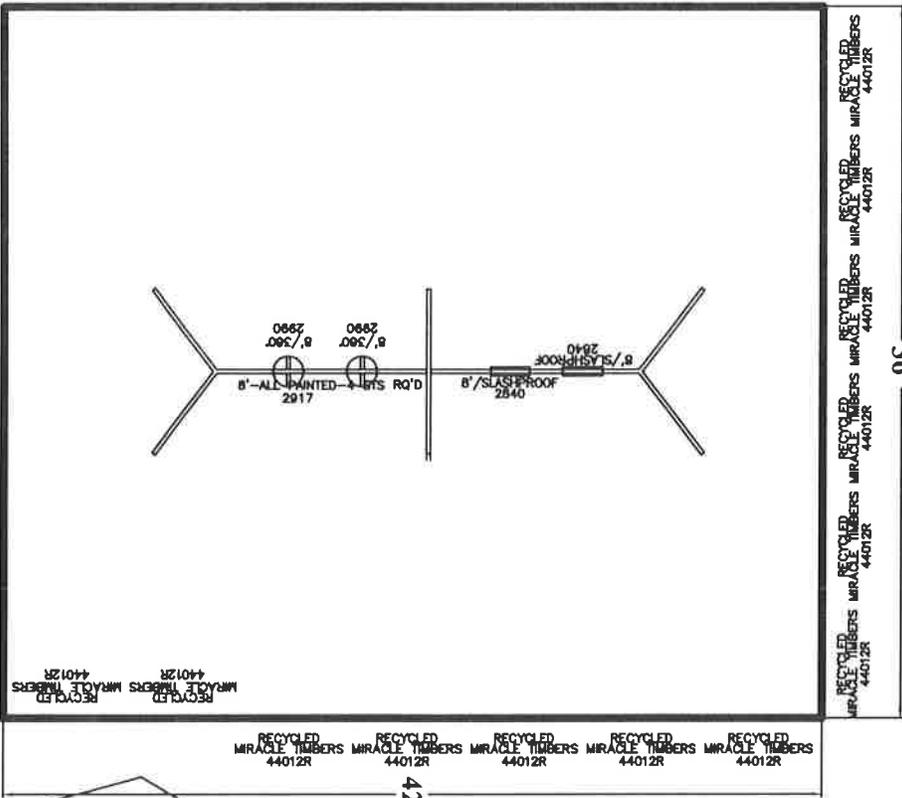
DELIVERY: _____ DAYS ARO

PLAYGROUND RESURFACING-REPAIR

POURED IN PLACE SURFACING: MINIMUM THICKNESS OF 2½ INCHES OVER 4 INCH CONCRETE PAVEMENT AND 4 TO 6 INCHES OF COMPACTED ROCK BASE FOR PLACEMENT UNDER EXISTING PLAYGROUND STRUCTURES. (MINIMUM OF 1000 SQ. FEET)	\$ _____ sq. foot
---	-------------------

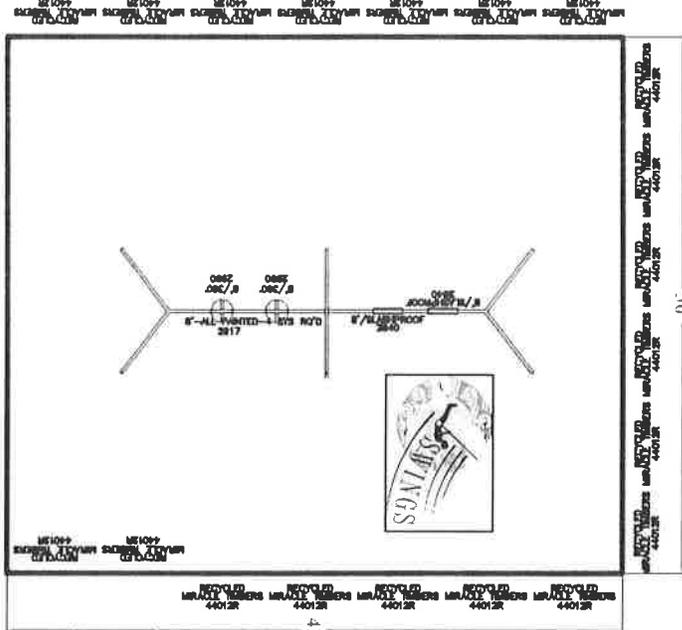
DELIVERY: _____ DAYS ARO

Protective Area = 1512sq.ft.

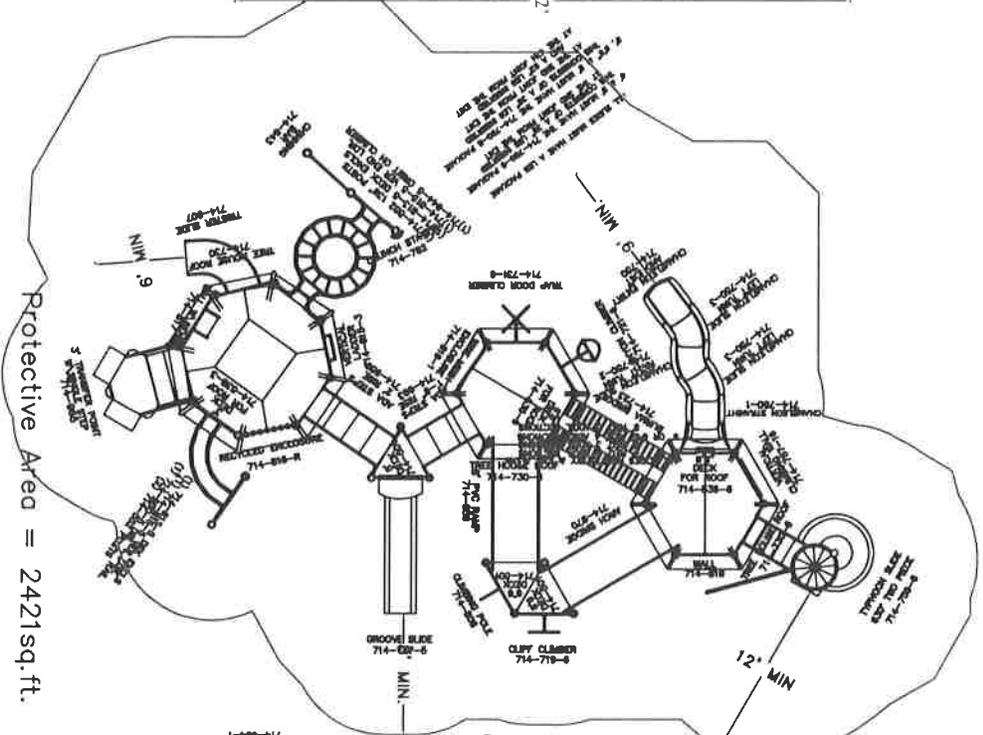


Protective Area = 2454sq.ft.

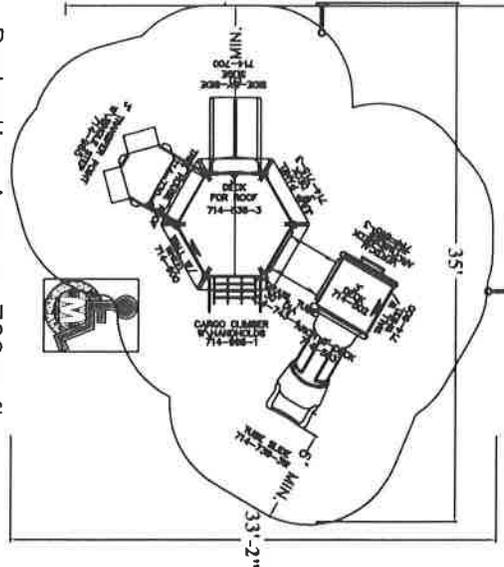
St. Louis City Park Design		MODEL 100	
GROUND SPACE	NA	PHONE NO.	NA
PROTECTIVE AREA	NA	FAX NO.	NA
SCALE	NA	DRAWN BY	DATE
		st101	



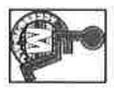
Protective Area = 1512sq.ft.



Protective Area = 2421sq.ft.



Protective Area = 769sq.ft.



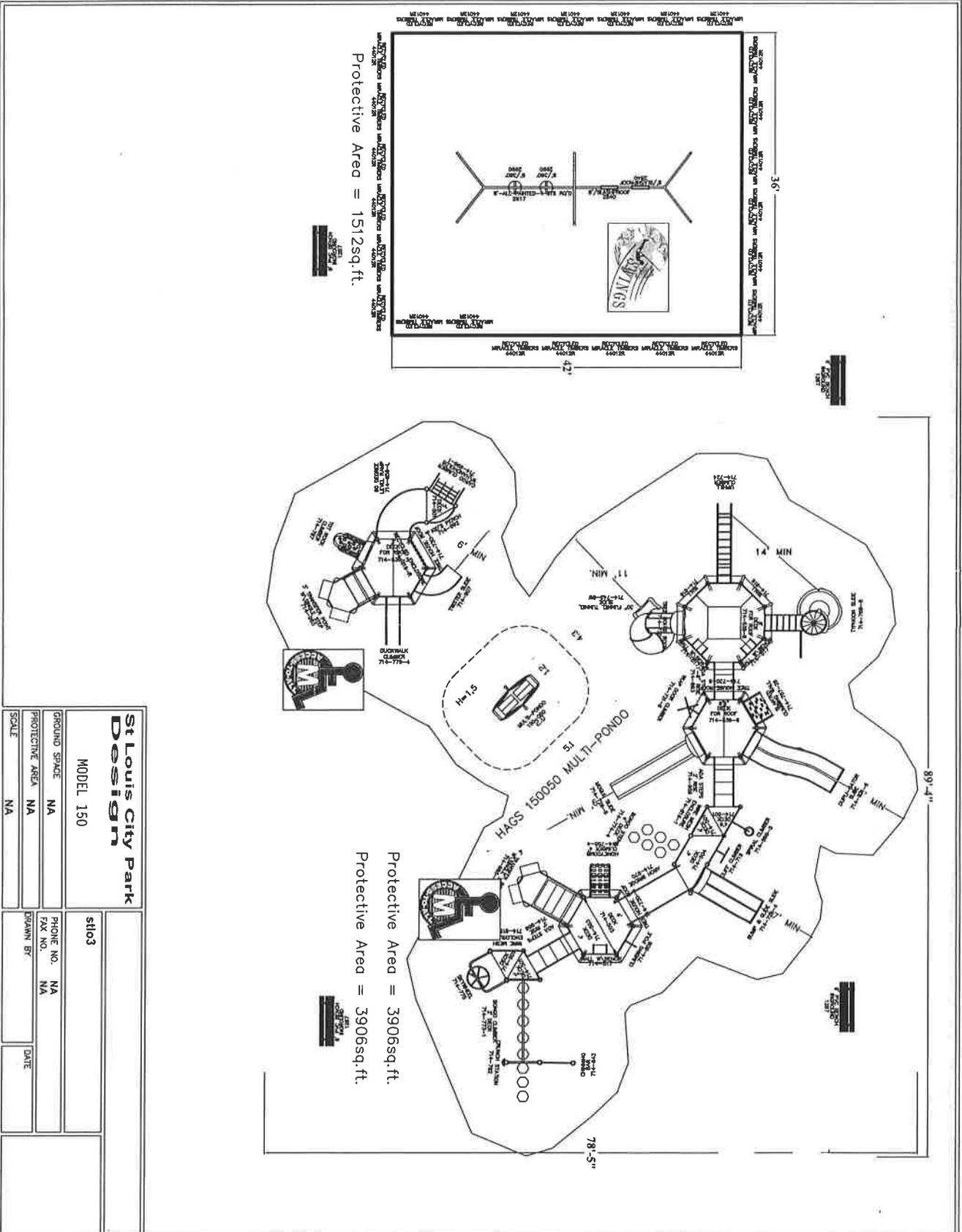
St Louis City Park Design

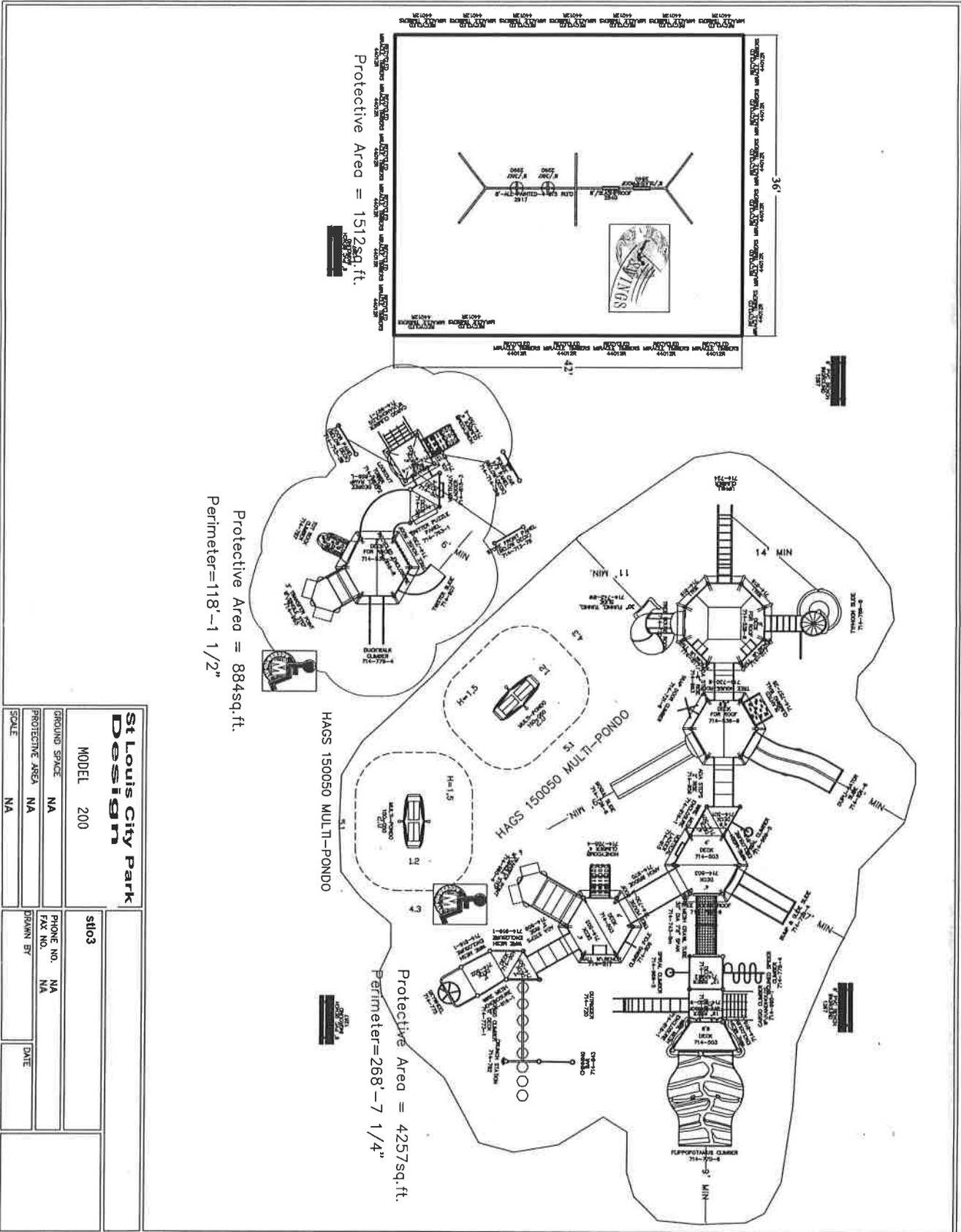
MODEL 125

site02

GROUND SPACE	NA
PROTECTIVE AREA	NA
SCALE	NA

PHONE NO.	NA
FAX NO.	NA
DRAWN BY	
DATE	





•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 F1487-98 "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 F1487-98.

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 published in our annual catalog and other promotional or technical literature.

WARRANTY

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

1. **LIMITED LIFETIME WARRANTY** on all aluminum deck posts, steel deck posts, the Versalok™ fastening system, and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or defective materials or defective workmanship.
2. **LIMITED FIFTEEN (15) YEAR WARRANTY** on main support materials and decks on TOTS' CHOICE™, KIDS' CHOICE™, CENTER STAGE™ and TODDLERS' CHOICE™ against structural failure caused by corrosion, defective materials or defective workmanship.
3. **LIMITED TEN (10) YEAR WARRANTY** on all steel playsystem components including railings, loops, and rungs against structural failure caused by defective materials or defective workmanship.
4. **LIMITED TEN (10) YEAR WARRANTY** on all Rockite® against structural failure caused by defective materials or defective workmanship.
5. **LIMITED FIVE (5) YEAR WARRANTY** on RAINBOW BEND™ fiberglass sections against structural failure caused by defective materials or defective workmanship. Limited one (1) year warranty on all waterslide and pool slide support structures, stairways, landings, and railings against structural failure caused by defective materials or defective workmanship.
6. **LIMITED ONE (1) YEAR WARRANTY** on bleachers against structural failure caused by defective materials or defective workmanship.
7. **LIMITED SIX (6) MONTH WARRANTY** on sewn fabric components on Early Childhood products.
8. **LIMITED ONE (1) YEAR WARRANTY** on all products not listed above against structural failure caused by defective materials or defective workmanship.
9. **LIMITED TEN (10) YEAR WARRANTY** on Funshades™ steel framework against deterioration, and **LIMITED FIVE (5) YEAR WARRANTY** on Funshades™ fabric against fading or deterioration (excludes vandalism.)
10. With the #9 warranty exception to Funshades™, these limited warranties do not include fading of colors, damage due to excessive wear and tear, vandalism, or negligence. These warranties are valid only if products are installed according to manufacturer's installation instructions.
11. All warranties begin on the date of Miracle's invoice. Repaired or replacement part(s) are only warranted for the balance of the original limited warranty.

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

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

BUYER AGREES THIS UNDERTAKING BY MIRACLE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NO REPRESENTATION, ORAL OR WRITTEN, BY ANY MIRACLE REPRESENTATIVE MAY BE SUBSTITUTED FOR THE AFORE DESCRIBED EXCLUSIVE WARRANTY. BUYER FURTHER AGREES THAT IN NO EVENT SHALL MIRACLE ON ANY CLAIM OF ANY KIND HAVE ANY LIABILITY TO BUYER FOR LOSS OF USE, LOSS OF PROFITS OR FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

Glossary of Technical Data for Materials, Processes and Finishes for definitions of items in bold type are located at the end of this life.

•**KIDS' CHOICE DECKS:** The play system deck models in the 714-500 series consist of a (3) sided equilateral triangle deck: Model # 714-501, with a *deck top surface area of 7 sq. ft. (1008 sq. in.)*; a (4) sided square deck: Model # 714-502, with a *deck top surface area of 16 sq. ft. (2304 sq. in.)*; (4) sided (3) opening half hex decks: Model #s 714-503 and 714-504, with a *deck top surface area of 21 sq. ft. (3024 sq. in.)*; (4) sided (6) opening rectangular decks: Model #s 714-508, 714-509 and 714-510, with a *deck top surface area of 32 sq. ft. (4608 sq. in.)* and (4) sided (6) opening parallelogram decks: Model #s 714-505, 714-506 and 714-507, with a *deck top surface area of 28 sq. ft. (4032 sq. in.)*

Model # 714-511 is 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-X split decks feature two triangular deck sections which shall be mounted between four posts at different heights so that a 6", 12", 18", or 24" 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 is 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" pipe** and step filler of **1" tube**, solid **welded**, all finished in **Mira-cote**. Arched 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 with an 8' wide open side are designed to attach to other decks with 8' wide open sides at the same deck height, except when attaching a Model # 714-770-6 Flippopotamus Slide/Climber. These decks are designed on a 48" center-to-center spacing on all deck posts. The decks are designed for maximum flexibility in height of deck surface from 0" to 8", in

6" increments, although 3'-0", 5'-0", 6'-6", and 8' are considered standard deck heights. All decks are designed to attach to the 5" post at equal or varied heights. All deck-to-post connections shall be made with a deck support clamp. All deck connections shall be made from the underside of the deck with no exposed fasteners on the deck perimeter.

All decks shall be constructed with 2" x 3" x 3/16" steel angle perimeter frames with 1/2" x #11 expanded metal decking (except for XXX-XXXF models which shall have a .275" x #11 expanded metal decking and are designed to meet Canadian and French standards for deck top openings). The decking shall have 3/16" x 1-1/2" flat steel braces. All decks shall be assembled by certified welders and primer coated. All deck surfaces shall have a **Mira-Therm** coating.

FASTENERS: Bolts, nuts, screws, washers and other hardware used in the assembly of Kids' Choice units shall be corrosion resistant 18-8 stainless steel or an ASTM A 153 mechanically galvanized fastener. All necessary hardware shall be provided.

VERSALOK FASTENERS: All **Versalok Fasteners** for deck and component attachment shall be die cast **aluminum alloy**. The fastener assembly shall have a **Mira-Cote** finish.

•**KIDS' CHOICE POSTS: STEEL POSTS:** The steel posts shall be constructed of **5" tubing with 5" round end caps** mechanically fastened to the top end. After fabrication, all posts and end caps shall have a **Mira-Cote** finish.

•**KIDS' CHOICE STEEL ARCHES:** The steel arch is a single piece, "U" shaped component constructed of **5" tube**, measuring 4' from leg center to leg center, in lengths (from leg in to inside apex height) of 12'-7-7/8" (model 714-583), 14'-7-7/8" (model 714-585), and 16'-1-7/8" (model 714-586). There is a 6'-6" clearance from deck surface to the inside apex of each arch. Arches shall have a **Mira-Cote** finish.

•**CENTER STAGE OCTAGON DECKS** shall consist of a 48" square deck piece surrounded by four hexagon shaped deck pieces which combine to form a single octagon deck with a *deck top surface area of 77.3 square feet (11,131.2 sq. in.)*. The deck length shall be 125.4" post to opposite post. Deck length shall be 116" flat edge to flat edge. Deck pedestals shall be a single 24" dia. x .134 wall A139B spiral weld tubes fabricated and **welded** by certified welders. Deck pedestals shall be hot dipped galvanized before being given a **Mira-Cote** finish. The deck frame shall be constructed of 3" x 2" angle with deck support members of 3/16" x 2" flat and decking supports of 1/4" x 1" flat. The decking shall be constructed of 1/2" x #11 expanded metal. The deck assembly shall be given a **Mira-Therm** finish. 8 sided decks shall be available in 3', 4', 5', 6'-6", and 8' deck heights.

FASTENERS: Bolts, nuts, screws, washers and other hardware used in the assembly of Center Stage units shall be corrosion resistant 18-8 stainless steel or an ASTM A 153 mechanically galvanized fastener. All necessary hardware shall be provided.

VERSALOK FASTENERS: All **Versalok Fasteners** for deck and component attachment shall be die cast **aluminum alloy**. The fastener assembly shall have a **Mira-Cote** finish.

CENTER STAGE POSTS: The steel posts shall be constructed of **5" tubing with 5" round end caps** mechanically fastened to the top end. After fabrication, all posts and end caps shall have a **Mira-Cote** finish.

•**CENTER STAGE HEXAGON DECKS** shall consist of two mirror image half-hexagon shaped deck pieces which combine to form a single regular hexagon deck with a *deck top surface area of 41.6 square feet (5990.4 sq. in.)*. The deck length shall be 96" post to opposite post. Deck length shall be 83.2" flat edge to flat edge. Deck pedestals shall be a single 18" dia. x .134 wall A139B spiral weld tubes fabricated and **welded** by certified welders. Deck pedestals shall be hot dipped galvanized before being given a **Mira-Cote** finish. The deck frame shall be constructed of 3" x 2" angle with deck support members of 3/16" x 2" flat and decking supports of 1/4" x 1" flat. The decking shall be constructed of 1/2" x #11 expanded metal (except for XXX-XXXF models which have a .275" x #11 expanded metal decking and are designed to meet Canadian and French standards for deck top openings). The deck assembly shall be given a **Mira-Therm** finish. 6 sided decks shall be available in 3', 4', 5', 6'-6", and 8' deck heights.

FASTENERS: Bolts, nuts, screws, washers and other hardware used in the assembly of Center Stage units shall be corrosion resistant 18-8 stainless steel or an ASTM A 153 mechanically galvanized fastener. All necessary hardware shall be provided.

VERSALOK FASTENERS: All **Versalok Fasteners** for deck and component attachment shall be die cast **aluminum alloy**. The fastener assembly shall have a **Mira-Cote** finish.

CENTER STAGE POSTS: The steel posts shall be constructed of **5" tubing with 5" round end caps** mechanically fastened to the top end. After fabrication, all posts and end caps shall have a **Mira-Cote** finish.

•**CITY PARK SERIES ROOFS WITH PERF STEEL PANELS** shall be available for square, hexagon and octagon decks. The truss and panel type assembly features an open top and exceptionally durable materials. The roof panels shall be constructed of 16 ga. **A-60 galvanized** sheet, perforated with 3/16" holes in a pattern, with a length of **1" pipe welded** to the bottom edge of each panel. Roof truss assemblies shall be constructed of a roof mount stub of **5" Round Tubing** and receiver of **4-5/8" Round Tubing** solid **welded** at a 54 degree angle to truss of **5" pipe** 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 panels and trusses shall have a **Miracote** finish.

•**CHAMELEON SLIDE SYSTEM** shall be a componentized, modular slide assembly system designed to provide maximum configuration versatility. The slides, which can be configured from left, right, or straight sections are constructed of 1/4" to 5/16" wall **Rockite** that shall have a 23" bedway width with an 11-1/2" high sidewall. These slides shall be designed to attach to 4', 5', 6'-6", and 8' decks. The entry panel is **Rockite** and is supported by a rung of **1" pipe**. The "T" front leg shall be constructed of a vertical **2" pipe** and a horizontal **1-1/4" pipe**, solid **welded**. Support legs shall be constructed of **2" pipe**. The support rung, front leg, and support leg shall have a **Mira-Cote** finish. The **Rockite** slide shall have color molded in.

•**CYCLONE III SLIDES** shall be open bedway **Rockite** spiral slides, each with an open slide entry section, with 270 degree models designed for 3' and 5' decks, a 360 degree model for 6'-6" decks, and a 450 degree model for 8' decks. The slides shall be connected to the decks by a platform enclosed on the sides and constructed completely of **Rockite**. Model 714-878-3 shall have a raised platform and connect to the deck with the use of a steel riser. The slides shall be factory assembled with the slide bedway constructed of 3/16" to 1/4" wall **Rockite** which shall be 30" wide with a 15" high sidewall. The center pole is **4" pipe**. The riser bracket shall be constructed of 1/4" x 3" flat, die-formed and punched. The front "T" leg consists of an upright and a top. The vertical upright is constructed of **2" pipe**, solid **welded** in a "T" configuration to a support channel top, constructed of 11 ga. sheet, 21" x 3-1/4", hot rolled, **A-60 Galvanized**. The one-piece platform component shall consist of a floor and two side walls and shall be constructed entirely of **Rockite**. The panel supports shall consist of stubs constructed of **1" pipe**, (except for Kids' Choice models which shall consist of an upright and a stub constructed of **1" pipe**, punched, formed and **welded**. The panel support for the Kids' Choice model designed for a 3' deck shall have a vertical handhold, constructed of **1" tube**, **welded** to each panel support assembly.). The riser shall be constructed of 11 ga. **A-60 Galvanized** sheet. The riser rung is constructed of **1" pipe** with a step filler made of **1" tube**, **welded**. The riser bracket shall have a **Mira-therm** finish. The panel supports, front legs, and riser shall have a **Mira-cote** finish. All **Rockite** components shall have molded-in color.

•**9'-4" AND 12' TYPHOON SPIRAL SLIDES** These 630 degree and 855 degree one-piece, open bedway slides contain step assemblies and canopy barrels. Each model's platform shall stand at 9'-4" or 12' from finished grade. The 9'-4" models are designed for attachment to 5', 6', and 6'-6" decks. The 12' models are designed for attachment to 6', 6'-6", and 8' decks. The overall heights of the assemblies shall be approximately 13'-10" and 16'-6" respectively. 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 **4" pipe**. The step assembly shall be constructed of 1/2" x #11 expanded metal with an 11 ga. x 3" flat top bracket and side channels of 7 ga. black steel. The handrail assembly shall consist of a top and bottom rail and newell post, formed, constructed of **1" pipe** with infill of **1" tube**. The entire assembly

shall be solid **welded**. **Plastic pipe plugs** shall close open ends. The diagonal brace shall be **2" pipe** measuring 17'. The deck enclosures shall consist of a vertical rail, and top and bottom rails, formed, constructed of **1" pipe** with an upright of **1" tube**, and 3/8" aluminum inserts in rail ends for attachment to step enclosures. The assembly shall be solid **welded**. The 35" platform barrel shall be Rockite with a canopy painted alternating colors with polyurethane paint. The barrel shall have molded in grooves for viewing children. The back-up plates used to connect the step assembly and the barrel shall be constructed of 1/2" x 1" x 6" flat steel. The front leg shall be constructed of **2" pipe** and shall be field assembled to the slide using a channel of 7 ga. sheet. The assembly shall be solid **welded**. Fastening hardware shall be **Fastener Style A**, and **Versalok Fasteners** shall be **aluminum alloy**. The slide and platform canopy barrel shall have color molded in. The step assembly shall be finished in **Mira-therm**. The handrails, deck enclosures, front leg, and **Versalok Fasteners** shall be finished in **Mira-cote**. The Rockite platform canopy shall be detailed in air-dried **Perma-Guard**. The back-up plate shall have an aluminum finish.

•**TYPHOON II SPIRAL SLIDES** The Typhoon II spiral slides are 360 degree one-piece, open bedway slides, with two-color barrel canopy and ramp or step assembly, designed for attachment to 4', 5', 6', 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 15" high side wall. The center post shall be **4-1/2" tube**. The step assembly or ramp assembly shall be constructed of 1/2" x #11 expanded metal with an 11 ga. x 3" flat top bracket and side channels of 7 ga. black steel. The handrail assembly shall consist of a top and bottom rail and newell post, formed, constructed of **1" pipe** with infill of **1" 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 rails, formed, constructed of **1" pipe**, with an upright of **1" tube**, and 3/8" aluminum inserts in the rail ends for attachment to the step enclosures, all solid **welded**. The 35" platform barrel shall be **Rockite**, with a canopy painted alternating colors with polyurethane paint. The barrel shall feature molded-in view grooves for viewing children. The back-up plate used to connect the step or ramp assembly and the barrel shall be constructed of 1/2" x 1" x 6" flat steel. The front leg shall be constructed of **2" pipe** and shall be attached to the slide using a channel constructed of 7 ga. sheet. Fastening hardware shall be **Fastener Style A** and **Versalok Fasteners** shall be **aluminum alloy**. The **Rockite** slide and platform canopy shall have color molded in. The **Rockite** platform canopy shall be detailed in air-dried **Perma-Guard**. The step or ramp shall be finished in **Mira-therm**. The handrails, deck enclosures, front leg, and **Versalok Fasteners** shall have a **Mira-cote** finish. The back-up plate shall have a zinc plate finish.

•**ROCKITE TUBE SLIDES** The **Rockite** Tube Slides are available in straight, left and right "L" and "S" bedway configurations. The entry panels shall be **Rockite** with a molded in 30 degree extension. The panel rungs shall be constructed of **1" pipe** and measure 44" long (*except Tots' Choice models which shall be constructed of 1" tube and measure 36-1/2" long*). The straight tube sections shall be **Rockite** and measure 35" or 46" long with an inside diameter of 24" (*except Kids' Choice, Center Stage, and City Parks Series models which shall have an inside diameter option of 24" or 30"*). Models attaching to 3' decks shall have bedway lengths of approximately 8'; for 4' decks, bedways approximately 10' long; for 5' decks, bedways approximately 12' long; and 6'-6" decks, bedways approximately 16' long.

24" DIAMETER MODELS

Each end shall have a 1" wide flange. The elbow shall be **Rockite**. The **Rockite** tube joints shall be externally flanged and overlapping. The male flange shall be 1" deep, the female flange shall be 1-1/2" deep, 24" diameter. The bedway shall have no exposed internal fasteners. The 29 degree exit section shall be constructed of double wall **Rockite**. It shall have a 34" centerline radius and dimensions similar to the tube above. The leg bracket shall be constructed of sand cast **aluminum alloy**. Front leg shall consist of an upright and a bolting plate. The upright shall be constructed of **2" pipe**. The bolting plate shall be constructed of sheet 11 ga., **A-60 Galvannealed** and shall measure 7" x 7", drilled and **welded** to the upright. "L" legs shall be constructed of **1-1/4" pipe**. **Rockite** panel and slide shall have molded in color. Legs, and leg bracket shall have a **Mira-Cote** finish.

30" DIAMETER MODELS

Each end shall have a 1" wide flange. All pieces shall be **Rockite** with a 30" I.D. The elbow has a 22" centerline radius. Tube to tube connections will have a **Rockite** flange cover. The bedway shall have no exposed internal fasteners. The exit section shall be constructed of double wall **Rockite** with a 25" centerline radius. The front leg shall consist of an upright and a bolting plate. The upright shall be constructed of **2" pipe**. The bolting plate shall be constructed of sheet 11 ga., **A-60 Galvannealed** and shall measure 7" x 7", drilled and **welded** to the upright. Legs shall be constructed of **1-1/4" pipe**. **Rockite** panel and slide shall have molded in color. Legs and leg bracket shall have a **Mira-Cote** finish. "Sneak-A-View" models shall contain windows in their straight tube sections measuring approximately 13" x 40" to be constructed of clear polycarbonate.

•**ROCKITE SIDE-BY-SIDE SLIDE** The open bedway, side-by-side slides shall connect to 3' and 5' decks and shall have corresponding bedway lengths of approximately 5' and 9' respectively. The slide shall be constructed of **Rockite** with "T" nuts incorporated internally for securing the legs and in the end connecting to the deck. The dimensions for Models 714-701, 718-701, 714-700, 718-700 are: each bedway width 17", outside overall 42", rail width 3", top of bedway to top of rail 4-1/2", and bedway thickness shall be 3". The Models 700 bedway length shall be 5'-5". The Models 701 bedway length shall be 9'-7". The dimensions for Models 718-728-4, 718-728-5, 714-728-4 and 714-728-5 are: bedway widths, 16-1/4"; outside overall, 40"; inside rail width, 1-1/4"; outside rail width, 1-1/2"; top of bedway to top of rail, 7-1/2" - 8-1/2"; and bedway thickness, 4-1/2" - 5-1/2". The "T" front leg and mid leg (model 701 only) shall be constructed of a vertical **2" pipe** and a horizontal **1-1/4" pipe**, solid **welded**. The handhold assembly shall be constructed of **1" pipe** (*except Tots' Choice models which shall be constructed of 1" tube*). Additionally, the Tots' Choice models, as well as models designed to meet French standards, shall feature a fill block, used between slide and deck, and constructed of 11 ga. sheet, with a **Mira-Therm** finish. The **Rockite** slide shall have color molded in. The leg and handhold assembly shall have a **Mira-Cote** finish.

•**ATA STEPS AND ATA STEPS BETWEEN DECKS (KIDS' CHOICE AND CITY PARKS SERIES MODELS)** The steps shall be constructed of 7 ga. steel stringers. Step treads shall be #11 x 1/2" expanded metal (*except City Park Series models which shall have step tread constructed of 11 ga. steel sheet perforated with a staggered pattern of 9/16" dia. holes at 3/4" apart, center to center*), solid **welded**. The braces shall be constructed of 11 ga. black. The handrails with spokes shall consist of a top and bottom rail, and newell post, all of **1" pipe** and uprights of **1" tube**. Open handrails shall consist of a top and bottom rail, and newell post, all of **1" pipe**. The top rails have 3/8" aluminum inserts. Each handrail assembly is solid **welded** with **plastic pipe plugs** inserted in open ends. The top deck enclosure shall consist of enclosure rails and an upright, both constructed of **1" pipe**, drilled. The upright shall be mashed on one end. The entire assembly shall be solid **welded**. The bottom deck enclosure shall consist of enclosure rails, an upright, both constructed of **1" pipe**, drilled, and a spoke constructed of **1" tube**. The upright shall be mashed on one end. The entire assembly is solid **welded** with a **plastic pipe plug** inserted in the open end. The steps shall have a **Mira-Therm** finish. The deck enclosures and handrail assemblies shall have a **Mira-Cote** finish.

•**STEPS BETWEEN DECKS (KIDS' CHOICE AND CITY PARKS SERIES MODELS)** The steps shall be constructed of 7 ga. steel stringers. Step treads shall be #11 x 1/2" expanded metal (*except City Park Series models which shall have step decking constructed of 11 ga. steel sheet perforated with a staggered pattern of 9/16" dia. holes at 3/4" apart, center to center*), solid **welded**, with pvc dip coating. The braces shall be constructed of 11 ga. black. The handrails with spokes shall consist of a top and bottom rail, and newell post, all of **1" pipe** and uprights of **1" tube**. Open handrails shall consist of a top and bottom rail, and newell post, all of **1" pipe**. The top rails have 3/8" aluminum inserts. Each handrail assembly is solid **welded** with **plastic pipe plugs** inserted in open ends. The top deck enclosure shall consist of enclosure rails and an upright, both constructed of **1" pipe**, drilled. The upright shall be mashed on one end. The entire assembly shall be solid **welded**. The bottom deck enclosure shall consist of enclosure rails, an upright, both constructed of **1" pipe**, drilled, and a spoke constructed of **1" tube**. The upright shall be mashed on one end. The entire assembly is solid **welded** with a **plastic pipe plug** inserted in the open end. The steps shall have a **Mira-Therm** finish. The deck enclosures and handrail assemblies shall have a **Mira-Cote** finish.

•**RISER PLATES** are used between decks of 12" rise or greater. 18" and 24" risers utilize handholds, and 24" risers also use a step at 12". Riser plates are constructed of 11 ga. **A-60 Galvannealed**. The 24" riser features a horizontal rung attachment with two vertical supports. The rung and supports are constructed of **1" pipe** with a step filler made of **1" tube**, **welded**. The risers bolt to the edge of the upper and lower decks. For risers with step, the step is constructed of 1/2" x 11 ga. expanded metal decking and measures 26-1/4" x 18" x 5-5/8". The step stiffener is constructed of 3/16" x 1-1/2" flat. The step sides, brace, and bracket are constructed of 11 ga. black steel sheet. Models with 18" and 24" risers include a handhold assembly. The handhold assembly consists of top supports, a bottom support, and an arched upright, which are constructed of **1" pipe**, drilled, formed, and mashed, and vertical rungs which are constructed of **1" tube**. The handhold assembly is solid **welded**. Open tube ends receive **plastic pipe plugs**. Riser plates and handhold assembly have a **Mira-Cote** finish.

•**PVC THERAPEUTIC TRANSFER POINT (CENTER STAGE, KIDS' CHOICE, AND CITY PARK SERIES MODELS)** This allows a person to transfer out of a wheelchair onto a deck

system. The transfer point decking shall be constructed of 1/2" x 11 ga. expanded metal decking (*except City Park Series models which shall be constructed of 11 ga. steel sheet perforated with a staggered pattern of 9/16" dia. holes at 3/4" apart, center to center*). The deck frame shall be constructed of 2" x 3" x 3/16" angle. The deck face, stair edge, deck braces, and corner braces shall be constructed of 11 ga. black sheet steel. The assembly shall be solid **welded**. The step assemblies shall be constructed of 7 ga. steel stringers with 1/2" x 11 ga. expanded metal decking (*except City Park Series models which shall have step decking constructed of 11 ga. steel sheet perforated with a staggered pattern of 9/16" dia. holes at 3/4" apart, center to center*) and shall be solid **welded**, with each transfer point-to-deck step measuring 41-1/2" wide x 14" deep. The ground-to-transfer point step shall be 26-3/8" wide x 14-1/2" deep. Braces and brackets shall be 11 ga. black sheet steel. Support strips shall be 3/16" x 1-1/2" flat. Each step assembly shall be solid **welded**. The transfer point-to-deck handrail assemblies each shall consist of a top and bottom rail of 1" pipe, a bolting plate, and a vertical handrail support. The bottom step handrail assembly shall consist of a single U-shaped handrail, constructed of 1" pipe, a bolting plate, and a vertical handrail support. Bolting plates shall be constructed of 7 ga. **G-90 galvanized**. The rails of each assembly shall be formed and each assembly shall be solid **welded**. Vertical handrail supports shall be constructed of 2" pipe. The "T" leg shall consist of a 36-5/16" upright constructed of 2" pipe, mashed on one end, and a 25-1/2" horizontal top rail of 1" pipe. The top rail shall have 3/8" aluminum inserts in each end. The "T" leg assembly shall be solid **welded**. The transfer point platform and step assemblies shall have a **Mira-Therm** finish. The handrail assemblies shall have a **Mira-Cote** finish.

•**END CLIMBER** The entire assembly is constructed of 1" pipe, formed, measuring 63" x 48" (*except Tots' Choice models which shall be constructed of 1" tube*), formed, measuring 63" x 42". The entire assembly is solid **welded**.

•**CLIMBING POLE/SPIDER CLIMBER/BUMPER LADDER/SPIRAL CLIMBER/CLIFF CLIMBER/TRAP DOOR CLIMBER** The *climbing pole, spider climber, cliff climber, trap door climber, spiral climber, and bumper ladder* are to 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. The *trap door climber* pole shall be formed 1-1/4" pipe. The "U" shaped rungs shall be formed 1" pipe, The extension has a 3/8" aluminum insert. The climber is a **welded** assembly. The *climbing pole* shall be constructed of 1" pipe, 12 ga. The *spider climber* pole and "U" shaped rungs shall be formed 1" pipe, solid **welded**. 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 6 spacers, also constructed of 1" tube. The assembly shall be solid **welded**. The *bumper ladder* shall be constructed of **Rockite** bumpers supported by a *climbing pole*. Each bumper measures 18" high x 19" wide. The enclosure assembly consists of top supports, a bottom support, and an arched upright, which are constructed of 1" pipe, drilled, formed, and mashed, and vertical rungs which are constructed of 1" tube, (*except Tots' Choice enclosures which shall consist of two top supports and an arched upright, all constructed of 1" tube, drilled, formed, and mashed*). All assemblies shall have an extension tube of 1" pipe, 10 ga. Enclosure assemblies shall be solid **welded**. The cliff climber, trap door climber, climbing pole, spiral climber, bumper ladder pole, and enclosure assembly have a **Mira-Cote** finish. The **Rockite** bumper has color molded in.

•**VERTICAL LADDER/LOOK-OUT LADDER** The ladders shall consist of side rails and rungs constructed of 1" pipe, all solid **welded**. Lokville models shall have an 8-7/8" x 32-7/8" fill bracket constructed of 11 ga. sheet. Kids' Choice and Tots' Choice models shall have inserts in the ends of the side rails and a deck enclosure. The Kids' Choice enclosure assembly consists of top supports, a bottom support, and an arched upright, which are constructed of 1" pipe, drilled, formed, and mashed, and vertical rungs which are constructed of 1" tube. The Tots' Choice enclosure assembly consists of top supports and an arched upright, which are constructed of 1" tube, drilled, formed, and mashed. The enclosure assemblies shall be solid **welded**. The ladders and enclosure assemblies shall have a **Mira-Cote** finish.

•**OUTRIGGER** The outrigger consists of a curved climber with a **welded** handrail enclosure assembly. The side rails of the climber assembly shall be curved 1-1/2" pipe with blind fasteners inside top end with rungs constructed of 1" tubing x 18-1/2", mashed on ends and all **welded** construction. The handrail enclosure assembly shall consist of a top rail, formed, and spokes all constructed of 1" pipe. The ends of the spokes shall be welded to the climber side rails. The top ends of the top rail shall have blind fasteners for attachment to the deck enclosure. The deck enclosure assembly for Kids' Choice models shall consist of top supports, a bottom support, and an arched upright, which are constructed of 1" pipe, drilled, formed, and mashed, and vertical rungs which are constructed of 1" tube. The deck enclosure for Lokville shall be composed of two enclosure halves consisting of enclosure rails, end uprights, and spokes. The enclosure rails and end uprights are constructed of 1" pipe drilled with **plastic pipe plugs** inserted in open ends. The spokes are constructed of 1" tube, mashed on both ends. For each system, the deck enclosure shall be solid **welded**. The climber assembly and handrail enclosure shall have a **Mira-Cote** finish.

•**HANG-A-ROUND (KIDS' CHOICE ONLY)** The deck-mount Hang-A-Round consists of an arched deck post, steering wheel, and motion assembly. The steel deck post shall be constructed of 5" tube and shall measure 154" prior to the arched section. The steering wheel shall be constructed of sand cast **aluminum alloy**. The motion assembly shall be constructed of an 8620 hardened steel ball screw and ball nut with stainless steel bearings. The 5-piece clutch mechanism and guide shaft shall be 303 stainless steel. Guide bushings are maintenance free, oil-impregnated brass bushings. Standoffs and guide plates shall be 6061 aluminum. The post shall have a **Mira-cote** finish.

•**HORIZONTAL LADDERS** These shall be available in multiple configurations. The ladder rails shall be constructed of 2" pipe and measure 95" long (*except Tot's Choice models which have rails of 1" pipe and measure 72"*). Ladder rungs shall be constructed of 1" pipe, solid **welded** (*except Tot's Choice models which shall have rungs of 1" tube*). For models with optional end climbers, the end climber assembly shall be constructed of 1" pipe, formed. The assembly is solid **welded**. For models with optional deck enclosures, the enclosure assemblies 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 into open ends. The uprights shall be constructed of 1" tube, mashed on both ends. The enclosure assemblies shall be solid **welded**. The posts shall be constructed and finished in the same manner as deck posts (*The Kids' Choice system also offers an option of aluminum posts for this component.*). The assemblies shall have a **Mira-Cote** finish.

•**ORBIT OVERHEAD CLIMBER** The ladder rails shall be constructed of 2" pipe. Ladder rungs shall be constructed of 1" pipe, solid **welded**. For models with optional end climbers, the end climber assembly is constructed of 1" pipe, formed. The assembly is solid **welded**. For models with optional deck enclosures, the enclosure assemblies shall consist of enclosure rails and uprights. The enclosure rails are constructed of 1" pipe drilled with **plastic pipe plugs** inserted in open ends. The uprights are constructed of 1" tube, mashed on both ends. The enclosure assemblies shall be solid **welded**. The posts shall be constructed and finished in the same manner as deck posts (*The Kids' Choice system also offers an option of aluminum posts for this component.*). The assemblies shall have a **Mira-Cote** finish.

•**SINGLE AND DOUBLE RAILS** Main support beams shall be constructed of 2" pipe (*except Tots' Choice models which shall be 1" tube*). Each gripping rail shall be constructed of 1" pipe (*except Tots' Choice models which shall be 1" tube*). Each rail assembly shall be solid **welded**. For models with optional end climbers, the end climber assembly is constructed of 1" pipe (*except Tots' Choice models which shall be 1" tube*), formed. The assembly is solid **welded**. For models with optional deck enclosures, the enclosure assemblies shall consist of enclosure rails and uprights. The enclosure rails are constructed of 1" pipe (*except Tots' Choice models which shall be 1" tube*), drilled with **plastic pipe plugs** inserted in open ends. The uprights are constructed of 1" tube, mashed on both ends. The enclosure assemblies shall be solid **welded**. The posts shall be constructed and finished in the same manner as deck posts (*The Kid's Choice system also offers an option of aluminum posts for this component.*). The assemblies shall have a **Mira-Cote** finish.

•**SERPENT TREK** The assemblies each consist of a series of open ended hangers attached to two rails. The hangers are constructed of 1" pipe. The hanger configuration measures approximately 10-3/4" along the side by 16" along the grip. The hangers are evenly spaced starting approximately 9" from either crossbar on the 8' model. The rails are constructed of 2" pipe and bent to form a series of serpentine rises and dips along the rail. The crossbars are also constructed of 2" pipe. The assembly is solid **welded**. The serpent trek assemblies have a **Mira-Cote** finish. For models with optional end climbers, the end climber assembly is constructed of 1" pipe, formed. The assembly is solid **welded**.

•**PVC SUSPENSION BRIDGE (OTHER MODELS)** Bridge sections and fill blocks shall be of solid **welded** construction. The steel bridge sections shall have 2" x 3" x 3/16" angle frames, 3/16" x 1-1/2" flat braces and #9 expanded metal decking, except for Model # 714-855PVC-7 and Model # 714-855, which shall have bridge sections constructed of 11 ga. perforated steel. Sections shall measure 10-1/2" x 40" x 3-1/4". Fill blocks shall be constructed of 1/4" x 3" steel flat and 11ga. x 1/2" expanded metal. Blocks shall measure 3" x 5" x

40°. The handrails with spokes shall consist of a top and bottom rail constructed of 1" pipe joined by a sleeve of 1" tube, with infill of 1" tube. Open handrails shall consist of a top and bottom rail, which shall be constructed of 1" pipe joined by a sleeve of 1" tube. These handrail assemblies shall be solid welded. The chain enclosure assembly shall consist of a top rail constructed of 1-1/4" pipe with stubs of 1" pipe, and a chain assembly. The top rail has a "U"-shaped loop of 5/16" steel rod welded near each end from which to hang the chain assembly and 1-1/4" pipe plugs in the open ends. The rail assembly is solid welded. The top chain of the chain assembly is constructed of 3/8" proof coil chain. The uprights chains are constructed of 4/0 straight link coil chain. The chain is hung by means of 5/16 "S" hooks constructed of steel rod. The handrails with spokes and the open handrail assemblies shall have a Mira-Cote finish. The chain handrail assembly shall have a galvanized finish. Bridge sections and fill blocks shall be finished in Mira-Therm.

•**ATA TURNAROUND DECK (ADA)** The Access-To-All Turnaround Deck (ATA) conforms to ADA requirements and shall have a deck top surface area of 26 sq. ft (3744 sq. in.). The deck shall consist of two identical triangle halves connected together with the long side of each triangular section being common. Each deck section shall be constructed of #9 x 3/4" expanded sheet metal decking (except Kids' Choice models which use #11 x 1/2" expanded sheet metal decking and City Park Series models which shall have decking constructed of 11 ga. steel sheet perforated with a staggered pattern of 9/16" dia. holes at 3/4" apart, center to center) with a 3/16" x 2" x 3" angle frame and has 1/4" x 1-1/2" flat steel braces. The deck measures 62-1/2" x 62-1/2" after coating. All components shall be solid welded. The deck enclosures shall be constructed of 1" pipe, drilled, formed and mashed. For models with spoked handrails, the handrail assembly shall consist of a top rail constructed of 1" pipe and a bottom rail and infill constructed of 1" tube. For models with open handrails, the handrail assembly shall consist of a top rail of 1" pipe and bottom and middle horizontal rails constructed of 1" tube connecting two vertical uprights, also constructed of 1" tube. The legs may need to be field cut to adjust for deck height. The deck sections shall have a 3/16" Mira-Therm finish. The deck enclosures shall have a Mira-Cote finish.

•**PVC RAMPS** level, inclined, 8' & 12', and 45 degree curved ramps are available. Frame shall be 2 x 3 x 3/16" angle, ends 1/4" x 3" flat steel, braces 1/4" x 1-1/2" flat and decking #9 x 3/4" expanded metal (except Tots' Choice models which shall be constructed of 2 x 3 x #11 angle, ends of 1/4" x 3" flat steel, braces of 3/16" x 1-1/2" flat and decking of #11 x 1/2" expanded metal and City Parks Series models which shall have decking constructed of 11 ga. steel sheet perforated with a staggered pattern of 9/16" dia. holes at 3/4" apart, center to center). The handrails with spokes shall consist of a top and bottom rail and newel post, which shall be constructed of 1" pipe with infill of 1" tube. Open handrails shall consist of a top and bottom rail and newel post, which shall be constructed of 1" pipe. The posts for models that go to the ground shall be constructed of 4" square tubing. (The Kids' Choice system also offers an option of aluminum posts for this component.) Center leg shall be die-formed 1-1/2" tubing. The ramps shall be coated with Mira-Therm. The posts and ramp enclosures shall have a Mira-Cote finish.

•**ROCKITE CRAWL TUBE, STRAIGHT** The tubes shall be Rockite, and are available with a 24" or 30" diameter. The 24" I.D. models shall have 4" dia. view/grip holes, and shall be available in approximate lengths of 3', 4', 6' and 8'. The 30" I.D. models shall have 4" dia. view/grip holes, and shall be available in approximate 4' and 8' lengths. The wall thickness shall be approximately 1/4". Each end shall have a 1" wide flange. The panels shall be Rockite. The wall thickness shall be approximately 1/4". The tubes and panels shall be factory assembled. The rungs shall be 1" pipe (except Tots' Choice models which shall be 1" tube). The leg shall be die-formed 1-1/4" pipe, 10 ga. Leg brackets shall be constructed of sand cast aluminum alloy. Rockite tubes and panels shall have color molded in. Leg, leg bracket, and rungs shall have a Mira-Cote finish.

•**ROCKITE BUBBLE PANEL/ROCKITE PANEL WITH HOLE/VIEW GROOVE PANEL/30 DEGREE LOOK-OUT PANEL** The panels 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 consists 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 of 11 ga. galvanized sheet, solid welded, and two brackets also constructed of 11 ga. galvanized sheet). The bubble shall be vacuum formed from clear polycarbonate sheet. The spherical bubble measures 24" in diameter and shall be attached to the panel in the factory using tamper proof screws and flat washers. The view groove panel has six (6) 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.

•**WALL ENCLOSURE/WALL WITH STEERING WHEEL/CLOSURES/HANDHOLD FOR TRANSFER POINT/TREEHOUSE SEAT** The handhold for transfer point is to be used as a support rail to assist wheelchair user access on a 1'-6" transfer point deck. The wall enclosure and transfer point handhold supports shall consist of a welded assembly handrail system with a top and bottom rail constructed of 1" pipe (except Tots' Choice models which shall be 1" tube) and uprights constructed of 1" tube, solid welded. The mounting bracket shall be 11 ga. A-60 Galvanized sheet steel, welded to the wall enclosure. The steering wheel 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 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 is 1/8". The steering wheel hub cover shall be constructed of injection molded polypropylene which contains U.V. light stabilizers. For the treehouse seat, the wall enclosure supports shall consist of a welded assembly handrail system with a top and bottom rail, and end uprights constructed of 1" pipe and infill constructed of 1" tube. The seat shall consist of the seat frame constructed of 1" pipe and cross rungs of 3/8" steel rod. The entire assembly shall be solid welded. (Tots' Choice closure models shall have tabs of 7 ga. sheet welded to the top ends of the end uprights and open tube ends shall receive plastic pipe plugs.) The enclosure rungs, uprights, handhold for transfer point, enclosure with seat assembly, steering wheel, and steering wheel mounting bracket shall have a Mira-Cote finish. The steering wheel shall have molded in color.

•**MARBLE RACES PANEL/MOTOR SKILLS PANEL** The panels shall be constructed of Rockite and measure 36" x 38" x 2-1/2" with all corners rounded. The brackets shall be constructed of 1" pipe and 11 ga., A-60 Galvanized sheet (except Tots' Choice models which shall be constructed of 1" tube and 11 ga., A-60 Galvanized sheet). The marble races and motor skills panels shall be constructed of Mira-Lene, measures 24" in diameter and shall be attached at the factory using tamper resistant screws and flat washers. The brackets shall have a Mira-Cote finish. All panels shall have molded in color.

•**IMAGINATION PANELS** The 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 general store counter, 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), an alphabet finger maze, an abstract finger maze, a calculator, a bus stop/ bench, jump height measurements for a 3' and 5' deck, welcome and age appropriate messages, and interconnected gears. Rung brackets shall be constructed of 1" pipe and 11 ga. A-60 Galvanized tabs solid welded (except Tots' Choice models which shall have brackets constructed of 1" tube and 11 ga. A-60 Galvanized tabs solid welded.) 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 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 shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness is 1/8". The steering wheel hub cover is constructed of injection molded polypropylene which contains U.V. light stabilizers. The gear panel shall contain a clear polycarbonate cover mechanically fastened over two side-by-side 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 gear panel's opposite side shall contain adjacent routed finger mazes. The panels and steering wheel shall have molded in color with each panel assembly having a laminated, two-color scheme. Fastener hardware shall be Fastener Style A, and Versalok Fasteners shall be aluminum alloy. Panels and steering wheels shall have color molded in, and rung brackets and Versalok Fasteners shall be finished in Mira-cote.

•**CASTLE PANELS (KIDS' CHOICE)** The panels shall have routed designs to simulate stone castle walls. All above-deck and below-deck castle panels shall be constructed of Mira-Lene and measure 37" x 40" with all corners rounded, except Model 714-768-5 Turret Top panel, which shall measure 37" x 19". Support rails and bracket rungs shall be constructed of 1" pipe with either one or two tabs of 11 ga. A-60 Galvanized sheet, drilled, formed and solid welded. Hardware shall be Fastener Style A, and Versalok Fasteners shall be aluminum alloy. The panels shall feature a two-color scheme, with color molded in. The support rails, bracket rungs, and Versalok Fasteners shall have a Mira-Cote finish.

•**BONGO CLIMBER** models provide children with a physically challenging and imaginative play experience. Each model contains pods attached to vertical rungs which are field assembly

between header and chain-anchor assemblies to concrete footings, suspended so that children must step onto successive pods and grasp vertical rungs to proceed across an area. Ground-to-deck and freestanding models contain step pods for entry/exit. Handrails and enclosures are included with models. All models shall comprise five vertical rung assemblies, including a clevis, a 62-13/16" length of 1" pipe with 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized solid welded**, factory-installed 3/8" eye-bolts and 3/8" **proof coil chain**, anchor-chain assembly of 4/0 **straight link coil chain** and anchor of 1" pipe with mashed ends, and hardware to be field assembled to pods, header and footings. The pods for field assembly to vertical rungs (and pod steps, if applicable) shall be constructed of **Rockite**. Each pod shall contain a honeycomb textured, hex-shaped top surface measuring approximately 16" diameter. Pods shall measure 12" without posts. Model # 714-773-1 contains three (3) pod steps and # 714-773-2 contains six (6) pod steps. Pod steps shall comprise honeycomb pods and posts of 1-1/2" pipe with 5-7/8" diameter mounting plate of 11 ga. **G-90 galvanized solid welded**. Post lengths shall be 38-5/16" before field assembly to pods. Assembled pods have overall length of 42". All models contain a header assembly that shall be constructed of 2" pipe solid **welded**. Header supports shall be **aluminum alloy**. Model # 714-773 contains two (2) and # 714-773-1 contains one (1) deck enclosure. Deck enclosure shall consist of rails and uprights. The rails shall be constructed of 1" pipe, drilled, with **plastic pipe** plugs inserted in open ends. The uprights shall be constructed of 1" tube. The enclosure shall be solid **welded**. Model # 714-773-1 contains one (1) and # 714-773-2 contains two (2) sets of handholds, to be constructed of formed and solid **welded 1" pipe**, to be field assembled to posts. **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. All fasteners shall be **Fastener Style A**. The **Rockite** honeycomb pods shall have color molded in. The vertical rungs, step posts, deck enclosures, handholds, and **Versalok Fasteners** shall have a **Mira-cote** finish.

•**LOOK-OUT PERCH/LOOK-OUT PERCH WITH WHEEL** The platform frame consists of a perimeter formed by the mounting plate and look-out perch deck edge, which are constructed of 7 ga. sheet x 3", and two decking supports constructed of 1/4" x 1-1/2" flat steel. The look-out perch platform is constructed of 1/2" x 11 ga. expanded metal approximately 40" long (except *City Park Series models which shall have step decking constructed of 11 ga. steel sheet perforated with a staggered pattern of 9/16" dia. holes at 3/4" apart, center to center*). The frame is solid **welded**. The enclosure consists of enclosure rails and uprights. The enclosure rails are constructed of 1" pipe. The uprights are constructed of 1" tube, mashed on both ends. The entire enclosure assembly is solid **welded**. The look-out perch platform is finished in **Mira-Therm**. The enclosure has a **Mira-Cote** finish. 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 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 shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness is 1/8". The steering wheel hub cover is constructed of injection molded polypropylene which contains U.V. light stabilizers.

•**CRUNCH STATION** The Crunch Station is 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 enables the user to perform leg lifts and crunches in a standing position. The Crunch Station 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 for deck and component attachment shall be **Fastener Style A**. The Crunch Station shall have a **Mira-Cote** finish.

•**CHINNING BAR** The post shall be constructed and finished in the same manner as the deck posts for the given system. The chinning bar shall be constructed of 1" pipe (except *Tots' Choice models which shall be constructed of 1" tube*).

•**BALANCE CHAIN** The balance chain assembly shall consist of a chain, clevis with bolt, and mounting bracket at each end, and rail assembly handhold. The rail assembly shall consist of rail, end caps and stubs on each end. The rail shall be 2" pipe, end caps shall be constructed of 16 ga. sheet, and stubs shall be constructed of 1" pipe, all solid **welded**. The chain shall be galvanized 3/8" proof coil. The clevis shall be cast out of malleable iron. The mounting bracket shall be a **welded** assembly. It shall consist of a 1/2" bolt, 1/4" thick die-formed steel bracket, 1-1/4" diameter steel housing and a pressed in oil impregnated bushing to eliminate wear. The posts shall be constructed and finished in the same manner as the deck posts for the given system. The chains shall be coated with **Mira-Therm**. The mounting brackets shall have a **Mira-Cote** finish.

•**BALANCE BEAM** (as a single deck component or as a freestanding unit.) The balance beam shall be a **welded** assembly. The beam and legs shall be constructed of 4" square tubing with 4" square endcaps mechanically fastened to the ends. The balance beam shall have a **Mira-Cote** finish. The top surface of the beam shall have a non-skid finish applied.

•**FUN FONE** The Fun Fone shall consist of a simple tube and mouth piece system used to allow children to talk to each other from a given distance. The mouthpiece support tube assembly shall be constructed of 2" schedule 40 pipe. The mouthpiece shall be made of 16 ga. galvanized steel sheet. The connecting stub shall be made of 1" pipe. The tube assemblies shall be solid **welded**. The 1" I.D. tubing shall be 50' long and constructed out of polyethylene. The posts and Fun Fone tube assembly have a **Mira-Cote** finish.

•**OVERHEAD GLIDER (KIDS' CHOICE, TOTS' CHOICE, CENTER STAGE, AND CITY PARK SERIES MODELS)** Overhead Gliders may be mounted to deck systems or freestanding. The track shall be constructed of extruded 6063-T6 aluminum which shall connect to crossbars, for Kids' Choice models constructed of 5" tube, and for Tots' Choice models constructed of 3-1/2" tube, by a cast aluminum alloy "T" receptacle. The trolley wheels are constructed of polyurethane with ball bearings. The axle is constructed of 5/16" x 3-3/4" cold rolled steel. The spacers are 9/16" square steel bar. A 2-7/8" rubber bumper is positioned at each end of the trolley track. The trolley weldment assembly consists of a handhold welded to the body of the trolley carriage. The handhold is 14 ga. 1" tube. The hanger is constructed 7 ga. **A-60 Galvannealed** sheet. The posts for Kids' Choice models shall be constructed of 5" tube; for Tots' Choice models, the posts shall be constructed of 3-1/2" tube. The crossbar clamps shall be three piece cast aluminum alloy. The track, trolley weldment assembly, posts, crossbar clamps, "T" receptacle, and **Versalok Fasteners** shall have a **Mira-Cote** finish.

•**MIRACLE TIMBERS** Model # 440 and # 440R Variable Length Adapters permit installers to shorten Timber sections to achieve closure of Timber framework. Model # 440-12 and # 440-12R are **Rockite** barriers molded to resemble a brick wall section 12" high. Model # 440-24 and # 440-24R comprise two (2) single sections stacked to resemble a brick wall 24" high. Model # 440-3 and # 440-3R Timber Opening Kits comprise two (2) Rounded End Caps to form an opening, and one (1) Variable Length Adapter used to give Timber two male ends rather than one. Miracle recommends an opening of 36" minimum. All barrier sections are supplied with stakes which hold the timbers together and in place. The Miracle Timbers shall be constructed of **Rockite** or recycled **Rockite** and shall measure 4" thick x 12" high x approximately 76" long. Each of two End Adapters shall have a female end and a rounded end to create an opening in the Timber framework. End Caps shall be constructed of **Rockite** or recycled **Rockite** and shall measure 4" thick x 12" high x approximately 20" long. Recycled **Rockite** is produced from resins obtained from finished **Rockite** trim which has been cut, ground, and pulverized into a powdered state. The Variable Length Adapter shall contain a stub for staking the final timber and two stubs to be inserted and fastened (in the field) into the end of a cut timber. Variable Length Adapter used in Timber Opening Kit is used to fix one timber for mating a Rounded End Cap. Both models shall be constructed of **Rockite** or recycled **Rockite** measuring 4" thick x 12" high x 12" long. The stakes shall be constructed of 3/4" hot dipped galvanized steel bar either 30" (for single timbers) or 42" (for double-stacked.) Three stakes are required per timber section, 36" on center. Stakes positioned at timber section ends shall be shared by other sections. All hardware shall be **Fastener Style A**. Timbers, End Caps and Adapters shall have color molded in. Recycled **Rockite** components shall be available only in black. The stakes shall have a galvanized finish.

•**PVC BENCHES (IN GROUND)** Models 1267 and 1269 are decking mesh, plank seat and back benches positioned on leg assemblies which are secured into concrete. Model 1267 is a 6' bench and model 1269 is an 8' bench. The seat boards shall be decking mesh constructed of #9 x 3/4" expanded metal. The seat board assemblies each shall contain a side angle and an end angle, and seat brackets underneath. The side and end angles for model 1267 shall be constructed of 1-3/4" x 1-3/4" x 3/16" angle. Model 1267 also shall contain braces underneath constructed of 1/4" x 1-1/4" flat. The brackets for both models and the side and end angles for model 1269 shall be constructed of 11 ga. sheet. The leg assemblies each shall consist of a seat support **welded** to a vertical support, which serves as the leg and back bracing. The assembly shall be fabricated of 2" pipe. The entire assembly shall be solid **welded**, drilled and formed. All open pipe ends shall be capped with 16 ga. galvanized steel, die-formed and **welded** caps. All hardware shall be **fastener style A**. The seatboard assemblies shall be finished in **Mira-Therm**. The leg assemblies shall have a **Mira-Cote** finish.

•**MIRACLE SAFETY PANEL** This panel assembly is provided complimentary to help ensure safe play for all children. It is the customers' responsibility to install the panel near their play system(s) and to enforce safety guidelines in their play areas at all times. The panel contains "age appropriate" information on one side and safety rules on the other. The panel shall

be constructed of **Rockite** measuring 3-1/4" x 36" x 41" with all corners rounded. Safety information shall be silk-screened and molded into the **Rockite** during the manufacturing process. The legs shall be 2" x 16 ga. tube. Round tubing shall be fabricated of 1010 hot rolled, Flo-Coat galvanized tube manufactured from steel, cold formed and high frequency induction **welded** continuously. It shall conform to ASTM A-135 and ASTM A-500 and be tested in accordance with ASTM E-8. It shall have triple coat corrosion protection of a hot dipped uniform zinc galvanized organic polymer coating. The interior shall have an 81% minimum zinc rich primer applied, capable of providing excellent rust protection and fabrication characteristics. All coatings shall be applied inside and out after **welding**. The pipe shall exceed the test results of galvanized schedule 40 pipe in salt spray tests conducted in accordance with ASTM B-117. The minimum mechanical properties of the tubing shall be a yield strength of 40,000 p.s.i. and tensile strength of 45,000 p.s.i. The legs shall have threaded inserts installed at the factory for field mounting of the sign. All fastening hardware shall be **Fastener Style A**. The panel shall have color molded in, and the legs shall be finished in **Mira-cote**.

•**STAND ALONE IMAGINATION PANELS** These models shall be representational activity panels designed to enhance imagination and creative play. They may be installed freestanding, clustered or below decks. Each shall consist of two posts and a panel assembly, though models may share posts. All panels shall be assembled at the factory. The posts shall be constructed of **3-1/2" tubing**. Each post shall have a **3-1/2" round end cap** mechanically fastened to the top end. The panels shall be constructed of **Mira-Lene** and measure 36" x 40" with all corners rounded. The panels shall have routed designs including a general store counter, 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, an airplane (containing two steering wheel assemblies), an alphabet finger maze, an abstract finger maze, a calculator, a bus stop/bench, and jump height measurement panels for a 3' and 5' deck. The steering wheel on vehicle themed panels shall be cast **aluminum alloy**. The panel support shall consist of a top and bottom rail of **1" tube**, each with two tabs of 11 ga. galvanized sheet, solid **welded**. All **Versalok Fasteners** for deck and component attachment shall be **aluminum alloy**. The panels have molded in color with each panel assembly having a two-color scheme. The posts, end caps, panel support assembly, steering wheel, and **Versalok Fasteners** have a **Mira-Cote** finish.

•**ARCH SWING FRAMES (TOTS' CHOICE)** All models shall consist of arches, header(s) and two clevises per bay which assemble to form a swing frame. The swing frames are available in 1, 2, 3, or 4 bay models providing for 2, 4, 6, or 8 swing configurations. Swings must be ordered separately. Arch assemblies shall consist of the arch, which serves as the legs for the swing frame, and the arch stub, which supports the header. Arches shall be constructed of **3-1/2" tube** and shall measure 118" from leg end to the plane of the underside of the arch apex. Stubs shall measure approximately 5-3/4" with two (2) 5/8" holes drilled 1-1/2" from flush end and shall be solid **welded** to the arches. The header assembly must be installed 7'-4" above the finished surfacing. The header shall be constructed of 3" pipe (3-1/2" O.D.), a 5 ga. 1010 hot-rolled, Flo-Coat galvanized pipe manufactured from steel, cold formed and high frequency induction welded continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8. It has triple coat corrosion protection of a hot-dipped uniform zinc galvanized coating followed by a chromate conversion coating with a third coat of a clear, high performance organic polymer coating. The interior has an 81% minimum zinc rich primer applied, capable of providing excellent rust protection and fabrication characteristics. All coatings shall be applied inside and out after **welding**. The corrosion protection provided by the coatings exceeds the test results of galvanized schedule 40 pipe in salt spray tests conducted in accordance with ASTM B-117. Top rails shall measure 10'-6" long and shall have 1-1/4" O.D. steel bushing housings solid **welded** to them with 9/16" oil-impregnated bushings installed after painting. Clevises shall be cast of ductile iron grade 60-40-18 and shall be zinc plated. All fastener hardware shall be **Fastener Style A**. The arches and header shall be finished in **Mira-Cote**.

•**SWING SEATS** The Slashproof Seat is a flexible flat single strap seat with end attachment points and has an exterior surface of blue EPDM rubber. The Tot Seat is a flexible seat fabricated into a configuration of a wide seat strap, and a chain with a snap across the front. The exterior surface shall be blue EPDM rubber. The 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 the rear of the seat for complete enclosure of the small user. The exterior surface shall be blue EPDM rubber. The Therapeutic Chair Seat is a fiberglass seat molded to form a single piece chair with a red Gelcoat finish. A "T" configuration chain assembly attached to the front of the chair shall enclose the small user. Models with chain shall have two chains to suspend the swing from a swing frame header. *Slashproof Seat:* The slashproof seat shall be constructed of a 4" wide inner steel insert of type 301 stainless spring steel, 0.020" thick. The slashproof seat shall be 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 shall be 70 durometer blue EPDM. At each end, a 16 ga. galvanized steel clip 3" wide shall be attached by three stainless steel rivets through the clip and seat subassembly. A 3/8" diameter galvanized steel mounting triangle shall be encompassed by the steel clip at each end of the seat. *Tot Seat:* The tot seat shall be 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 shall be 5" wide and the back and center straps shall be 2" wide. The two (2) overlapping points of the bottom strap and back strap shall be the main suspension points of the seat and shall be made by a clip and grommet system. The clip shall be 3" wide 16 ga. galvanized tubing and flared to secure the clip firmly onto the rubber seat. The mounting triangles shall be secured to the seat by clips and shall be made from 3/8" steel round stock, formed and galvanized. *360 Degree Tot Seat:* The 360 degree tot seat shall be 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 shall be 5" wide, the back strap is 4" wide, and the front strap shall be 2" wide. The two (2) places where the straps are interconnected and form the suspension points for the seat shall be held by a clip and grommet system. The clip shall be 4" wide 16 ga. galvanized steel. There shall be two grommets per clip, each of which is 3/4" O.D. by 14 ga. wall galvanized steel tubing, flared to securely attach the clip to the seat. The two (2) mounting triangles shall be secured to the seat by clips and shall be made from 3/8" steel round stock, formed and galvanized. *Therapeutic Chair Seat:* The therapeutic chair seat shall be constructed of **fiberglass**. Each chain assembly shall be **4/0 straight link coil chain**. For Model #s 284-74, 297-74, and 299-74, the lower 30" of the chain shall be finished in **Mira-therm**. All rubber surfaces shall be blue EPDM. All exposed metal surfaces shall be bright zinc plated. The sprayed-up fiberglass therapeutic chair seat shall have a red **Gelcoat** finish.

Technical Data for Processes and Finishes of the Highlighted Items

•**Aluminum Alloy** shall conform to the following: ASTM 355.1, ANSI 322, Chrysler MS 2417 and General Motors GM 4323-M.

Parts or components constructed of aluminum alloy shall be either *sand cast* or *die cast*. *Sand cast aluminum alloy* shall be 319 with tensile strength of 27,000 p.s.i. and yield strength of 18,000 p.s.i. *Die cast aluminum alloy* shall be 383.1 with tensile strength of 45,000 p.s.i. and yield strength of 22,000 p.s.i.

•**3/8" Proof coil chain** shall be hot dipped galvanized with a working load limit of 2650 pounds. All chain shall be manufactured to ASTM A467-86A Class CS specifications.

•**4/0 Straight link coil chain** shall be hot dipped galvanized with a 670 pound working load limit. All chain shall be manufactured to ASTM A467-86A Class CS specifications.

•**Versalok Fasteners:** Versalok Fasteners shall be cast **aluminum alloy**. Each fastener shall consist of two die cast **aluminum alloy** "half ring" pieces, which shall be designed to fasten onto the round posts by the use of a male/female interlock. For 3-1/2" post, outside dimension of the completed fastener (joined "half-rings") shall be 5". For 5" post, outside dimension of the completed fastener shall be 6-1/2". Rungs and components attaching to a 3-1/2" post shall be attached to the clamps by means of a sand cast **aluminum alloy** socket receptor which slides onto a clamp half before it shall be joined with its counterpart. Rungs and components attaching to a 5" post shall be attached to the clamps by means of a die cast **aluminum alloy**, two-piece socket receptor which may be attached onto an assembled clamp half and shall be secured to the clamp and component by set screws. Decks attaching to both 3-1/2" and 5" posts shall be attached to the clamps by means of die cast **aluminum alloy** deck supports. The clamp assembly and socket receptor shall have a **Mira-Cote** finish. On 2000 models components with 2" pipe mounting points attach to 5" post using **aluminum alloy** sand cast header supports. (Older models will be upgraded to this attachment method.)

•**3-1/2" Round End Cap** This 3-1/2" round end cap shall be die cast **aluminum alloy**.

•**3-1/2" Round End Cap** This 3-1/2" round end cap shall be die cast **aluminum alloy**.

•**3-1/2" Round End Cap** This 3-1/2" round end cap shall be die cast aluminum alloy.

•**Gelcoat** shall be formulated with tough flexible polyester resins containing isophthalic acid and neopentyl glycol for maximum performance. The gelcoats shall be U.V. light stabilized and shall be blister resistant after long term exposure to water. Gelcoat meets USAS standard E 124.2 and Canadian standard Can3-B45-Series-M-81.

•**G-90 Galvanized** A coating of .90 ounces of zinc per square foot on each surface side.

•**A-60 Galvannealed** A coating of .60 ounces of zinc that has been alloyed with substrate steel per square foot on each surface side.

•**Mira-Cote™** shall be a polyester powder coating finish that shall be applied using extreme heat to a thickness of 3-5 ml. 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 shall be then rinsed clean with water. Next the part shall be coated with a non-chromic sealer and dried. The **Mira-Cote** powder shall be then applied electrostatically to the metal part. The metal parts shall be then baked at 500 degrees F to fuse a hard, smooth durable finish to the metal. **Mira-Cote** has an impact value of 160 in. lbs., flexibility value of 180 degrees-1/4" mandrel, shore hardness value H and a crosshatch adhesion of 100%. **Mira-Cote** is tested in accordance with ASTM D-792, D-523, D-2794, D-1737, D-3363, D-3359 (b), B117 and D-2247. **Mira-Cote** will withstand over a 1,000 hour salt spray exposure test with no changes.

•**Mira-Lene™** These parts shall be compression molded, 3/4" thick, high density polyethylene that has been specifically formulated for optimum U.V. stability and color retention. Compression molded products shall have a density of .952 g/cm³ per ASTM D1505 and tensile strength of 3900 PSI per ASTM D638.

•**Mira-Therm™** shall be a polyvinyl chloride coating applied to a thickness of 1/16" to 1/8". Primed metal parts shall be heated and then dipped in a vinyl plastisol solution. As the vinyl plastisol is heated, fusion takes place and the liquid shall be converted into a tough, homogenous mass with excellent abrasion, aging, corrosion and electrical resistance. **Mira-Therm** also contains U.V. light stabilizers and color pigments. **Mira-Therm** is a proprietary brand of PVC. Materials are tested in accordance with ASTM D-638, ASTM D-412, ASTM D-2240 and ASTM D-1004. **Mira-Therm** meets the FMVS 302 flammability rating.

•**Perma-Guard™** shall be 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 shall be then rinsed clean with water. Next the part shall be coated with a non-chromic sealer and dried. The Perma-Guard shall be applied and either air-dried or baked-on in an oven at 180 degrees F to form a hard, smooth, durable finish.

•PIPE

•**1" pipe** This shall be 14 ga, 1" structural diamond embossed (1.315" OD; approx. 1-5/16" OD). **Pipe sized tube** shall be 1010 hot rolled, Flo-Coat, galvanized pipe manufactured from steel, cold formed and high frequency induction **welded** continuously. It shall conform to ASTM A-135 and ASTM A-500 and be tested in accordance with ASTM E-8. It shall have triple coat corrosion protection of a hot-dipped uniform zinc galvanized coating followed by a chromate conversion coating with a third coat of a clear high performance organic polymer coating. The interior shall have an 81% minimum zinc rich primer applied, capable of providing excellent rust protection and fabrication characteristics. All coatings shall be applied inside and out after welding. The pipe shall exceed the test results of galvanized schedule 40 pipe in salt spray tests conducted in accordance with ASTM B-117.

•**1" pipe, 12 ga.** This shall be 12 ga, 1" structural (1.315" OD; approx. 1-5/16" OD). **Pipe sized tube** shall be 1010 hot rolled, Flo-Coat, galvanized pipe manufactured from steel, cold formed and high frequency induction **welded** continuously. It shall conform to ASTM A-135 and ASTM A-500 and be tested in accordance with ASTM E-8. It shall have triple coat corrosion protection of a hot-dipped uniform zinc galvanized coating followed by a chromate conversion coating with a third coat of a clear high performance organic polymer coating. The interior shall have an 81% minimum zinc rich primer applied, capable of providing excellent rust protection and fabrication characteristics. All coatings shall be applied inside and out after welding. The pipe shall exceed the test results of galvanized schedule 40 pipe in salt spray tests conducted in accordance with ASTM B-117.

•**1-1/4" pipe** This shall be 13 ga., 1-1/4" structural (1.660" OD; approx. 1-11/16" OD). **Pipe sized tube** shall be 1010 hot rolled, Flo-Coat, galvanized pipe manufactured from steel, cold formed and high frequency induction **welded** continuously. It shall conform to ASTM A-135 and ASTM A-500 and be tested in accordance with ASTM E-8. It shall have triple coat corrosion protection of a hot-dipped uniform zinc galvanized coating followed by a chromate conversion coating with a third coat of a clear high performance organic polymer coating. The interior shall have an 81% minimum zinc rich primer applied, capable of providing excellent rust protection and fabrication characteristics. All coatings shall be applied inside and out after welding. The pipe shall exceed the test results of galvanized schedule 40 pipe in salt spray tests conducted in accordance with ASTM B-117.

•**1-1/4" pipe, 10 ga.** This shall be 10 ga., 1-1/4" structural (1.660" OD; approx. 1-11/16" OD). **Pipe sized tube** shall be 1010 hot rolled, Flo-Coat, galvanized pipe manufactured from steel, cold formed and high frequency induction **welded** continuously. It shall conform to ASTM A-135 and ASTM A-500 and be tested in accordance with ASTM E-8. It shall have triple coat corrosion protection of a hot-dipped uniform zinc galvanized coating followed by a chromate conversion coating with a third coat of a clear high performance organic polymer coating. The interior shall have an 81% minimum zinc rich primer applied, capable of providing excellent rust protection and fabrication characteristics. All coatings shall be applied inside and out after welding. The pipe shall exceed the test results of galvanized schedule 40 pipe in salt spray tests conducted in accordance with ASTM B-117.

•**1-1/2" pipe** This shall be 13 ga., 1-1/2" structural (1.900" OD; approx. 1-7/8" OD). **Pipe sized tube** shall be 1010 hot rolled, Flo-Coat, galvanized pipe manufactured from steel, cold formed and high frequency induction **welded** continuously. It shall conform to ASTM A-135 and ASTM A-500 and be tested in accordance with ASTM E-8. It shall have triple coat corrosion protection of a hot-dipped uniform zinc galvanized coating followed by a chromate conversion coating with a third coat of a clear high performance organic polymer coating. The interior shall have an 81% minimum zinc rich primer applied, capable of providing excellent rust protection and fabrication characteristics. All coatings shall be applied inside and out after welding. The pipe shall exceed the test results of galvanized schedule 40 pipe in salt spray tests conducted in accordance with ASTM B-117.

•**Plastic pipe plug** shall be injection molded polypropylene which contains U.V. light stabilizers.

•**Rockite (Rotational Molded Polyethylene)** shall be 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 shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness of molded components shall be 3/16" to 1/4".

•**4" Square tubing** shall be 13 ga., 4" square tubing. **Square tubing** shall be fabricated of 1010 hot rolled, Flo-Coat, galvanized tube manufactured from steel, cold formed and high frequency induction **welded** continuously. It shall conform to ASTM A-135 and ASTM A-500 and be tested in accordance with ASTM E-8. It shall have triple coat corrosion protection of a hot-dipped uniform zinc galvanized coating followed by a chromate conversion coating with a third coat of a clear high performance organic polymer coating. The interior shall have an 81% minimum zinc rich primer applied, capable of providing excellent rust protection and fabrication characteristics. All coatings shall be applied inside and out after welding. The pipe shall exceed the test results of galvanized **schedule 40 pipe** in salt spray tests conducted in accordance with ASTM B-117. The minimum mechanical properties of the tubing shall be a yield strength of 50,000 p.s.i. and a tensile strength of 55,000 p.s.i.

•**1" tubing** shall be 1" OD, 15 ga. fluted. **Round tubing** shall be fabricated of 1010 hot rolled, Flo-Coat, galvanized tube manufactured from steel, cold formed and high frequency induction **welded** continuously. It shall conform to ASTM A-135 and ASTM A-500 and be tested in accordance with ASTM E-8. It shall have triple coat corrosion protection of a hot-dipped uniform zinc galvanized coating followed by a chromate conversion coating with a third coat of a clear high performance organic polymer coating. The interior shall have an 81% minimum zinc rich primer applied, capable of providing excellent rust protection and fabrication characteristics. All coatings shall be applied inside and out after welding. The pipe shall exceed the test results of galvanized **schedule 40 pipe** in salt spray tests conducted in accordance with ASTM B-117. The minimum mechanical properties of the tubing shall be a yield strength of 50,000 p.s.i. and a tensile strength of 55,000 p.s.i.

•**1-1/2" tubing** shall be 1-1/2" OD, 16 ga. **Round tubing** shall be fabricated of 1010 hot rolled, Flo-Coat, galvanized tube manufactured from steel, cold formed and high frequency induction **welded** continuously. It shall conform to ASTM A-135 and ASTM A-500 and be tested in accordance with ASTM E-8. It shall have triple coat corrosion protection of a hot-dipped uniform zinc galvanized coating followed by a chromate conversion coating with a third coat of a clear high performance organic polymer coating. The interior shall have an 81% minimum zinc rich primer applied, capable of providing excellent rust protection and fabrication characteristics. All coatings shall be applied inside and out after welding. The pipe shall exceed the test results of galvanized **schedule 40 pipe** in salt spray tests conducted in accordance with ASTM B-117. The minimum mechanical properties of the tubing shall be a yield strength of 50,000 p.s.i. and a tensile strength of 55,000 p.s.i.

•**5" tubing** shall be 5" OD, 11 ga. **Round tubing** shall be fabricated of 1010 hot rolled, Flo-Coat, galvanized tube manufactured from steel, cold formed and high frequency induction **welded** continuously. It shall conform to ASTM A-135 and ASTM A-500 and be tested in accordance with ASTM E-8. It shall have triple coat corrosion protection of a hot-dipped uniform zinc galvanized coating followed by a chromate conversion coating with a third coat of a clear high performance organic polymer coating. The interior shall have an 81% minimum zinc rich primer applied, capable of providing excellent rust protection and fabrication characteristics. All coatings shall be applied inside and out after welding. The pipe shall exceed the test results of galvanized **schedule 40 pipe** in salt spray tests conducted in accordance with ASTM B-117. The minimum mechanical properties of the tubing shall be a yield strength of 50,000 p.s.i. and a tensile strength of 55,000 p.s.i.



**CITY OF ST. LOUIS
DEPARTMENT OF FINANCE
OFFICE OF THE SUPPLY COMMISSIONER**

FREDDIE L. DUNLAP
SUPPLY COMMISSIONER

FRANCIS G. SLAY
MAYOR

CITY HALL
1200 MARKET ST., ROOM 324
ST. LOUIS, MO. 63103-2819
(T): (314) 622-4580
(F): (314) 622-4141

ATTENTION

Please carefully review all information requested in this bid package. Failure to submit required samples, literature, unit pricing, extended pricing, and any other requested information may result in disqualification of your bid or any portion of your bid.

- Two or more bids submitted for one item (item rejected).
- Signature missing on bid or any required form.
- Buy American Form not completed or returned (may be rejected).
- M/WBE Form not completed or returned (may be rejected).
- Altered or erased unit prices (must be initialed).
- Faxed bid, unless specifically requested (will be rejected).
- Failure to submit required Bond (for Contracts only) by the date indicated.

The reasons indicated above may disqualify your bid. If you have any questions, call the buyer indicated on the RFQ.

This form must be returned with your bid. I certify that I have read and understand the information above.

Manual Signature

Date

INSTRUCTIONS TO BIDDERS (FOR CONTRACTS ONLY)

VENDORS SHOULD CAREFULLY READ THE FOLLOWING INSTRUCTIONS, TERMS AND CONDITIONS, BEFORE SUBMITTING QUOTATION.

- #1 ALL BIDS WILL BE ACCEPTED ON "OFFICIAL BID FORM" ONLY. THE RIGHT TO REJECT ANY AND ALL BIDS IS RESERVED, AND THE SUPPLY COMMISSIONER RESERVES THE RIGHT TO MAKE AWARDS ON AN ITEM BASIS, OR ON A TOTAL AWARD BASIS, WHICHEVER, IN HIS OPINION, IS FOR THE BEST INTERESTS OF THE CITY OF ST. LOUIS.
- #2 BIDS MUST BE IN INK OR TYPEWRITTEN, AND MUST BE MANUALLY SIGNED BY A COMPANY OFFICIAL. PENCIL BIDS ARE NOT ACCEPTABLE.
- #3 ALTERED OR ERASED PRICES WILL NOT BE ACCEPTED.
- #4 IN THE EVENT YOU MAKE AN ERROR ON BID PROPOSAL, YOU MAY OBTAIN ADDITIONAL COPIES FROM THE OFFICE OF THE SUPPLY COMMISSIONER, ROOM 324, CITY HALL, ST. LOUIS, MISSOURI 63103.
- #5 THE LAWS OF THE STATE OF MISSOURI PROVIDE THAT THE CITY OF ST. LOUIS PAY NO STATE SALES, USE TAXES OR FEDERAL EXCISE TAXES AND THESE TAXES SHOULD BE EXCLUDED FROM YOUR BID PRICE. FEDERAL EXCISE TAX EXEMPTION CERTIFICATES WILL BE FURNISHED TO SUCCESSFUL BIDDER.
- #6 UNLESS OTHERWISE STATED, BIDDER MUST QUOTE ON THE LATEST MAKE, MODEL, PRODUCT, GROWTH, CANNING OR FORMULATION OF THE MANUFACTURER OR PRODUCER.
- SUPPLIERS SHALL NOT OFFER MORE THAN ONE BID ON EACH ITEM. TWO OR MORE QUOTATIONS ON THE SAME ITEM MAY CAUSE A REJECTION OF THE BID. SUPPLIERS MUST DETERMINE WHICH ONE OF THEIR MANY STYLES OR TYPES FULLY MEET THE SPECIFICATION.
- WHEN BID IS BASED ON THE PRICES LISTED IN A CATALOGUE OR PRICE LIST, A COPY OF SUCH CATALOGUE OR PRICE LIST MUST BE SUBMITTED WITH BID PROPOSAL. CONTRACTOR SHALL FURNISH ADDITIONAL CATALOGUES OR LISTS AS REQUIRED.
- #7 UNLESS OTHERWISE STIPULATED, IT IS HEREBY AGREED THAT THE CITY OF ST. LOUIS WILL RECEIVE THE BENEFIT FOR ANY REDUCTION IN PRICES DURING THE LIFE OF THIS CONTRACT, BUT WILL ONLY PAY THE CONTRACT OR BID PRICES SHOULD ANY INCREASES OCCUR DURING THE SAME PERIOD.
- #8 THE SUCCESSFUL BIDDER MAY BE REQUIRED TO FURNISH PERFORMANCE BOND OR CASHIER'S CHECK, FOR A REASONABLE AMOUNT DETERMINED BY THE SUPPLY COMMISSIONER.
- #9 THE CITY OF ST. LOUIS, WITH THE PERMISSION OF THE SUCCESSFUL BIDDER HAS THE OPTION OF EXTENDING THIS CONTRACT FOR AN ADDITIONAL PERIOD (NOT TO EXCEED THE NUMBER OF MONTHS OF ORIGINAL CONTRACT).
- #10 BID PROPOSALS ARE TO BE RETURNED (SEALED) IN THE OFFICIAL BROWN "ADVERTISED" BID ENVELOPE FURNISHED BY THE SUPPLY DEPARTMENT. THE INFORMATION REQUESTED ON THE UPPER LEFT HAND CORNER OF THE ENVELOPE MUST BE FILLED IN.
- #11 BID PROPOSAL MUST THEN REACH THE SUPPLY DEPARTMENT BEFORE 12 O'CLOCK NOON ON THE DAY SPECIFIED ON PAGE ONE (1) AS THE BID OPENING DATE, OR BID WILL NOT BE CONSIDERED.
- #12 NO EXACT AMOUNTS OF USAGE IS GUARANTEED, ANY QUANTITIES LISTED ARE ONLY ESTIMATES.
- SUPPLIERS SHALL SAVE HARMLESS THE CITY OF ST. LOUIS FROM THE PAYMENT OF ANY AND ALL CLAIMS OR DEMANDS ARISING OUT OF ANY INFRINGEMENT, OR USE OF ANY PATENT OR PATENTED DEVICE, ARTICLE, SYSTEM, ARRANGEMENT, MATERIAL OR PROCESS USED BY HIM IN THE EXECUTION OF THIS CONTRACT.
- #13 BRAND NAMES AND NUMBER MUST BE FILLED IN ON EACH ITEM WHERE THERE IS A RULED LINE THE "STATE BRAND" COLUMN.

UNLESS YOU SPECIFICALLY STATE OTHERWISE, THE CITY WILL ASSUME THAT YOU ARE QUOTING ON THE EXACT ITEMS REQUESTED AND WILL EXPECT YOU TO FURNISH THE EXACT ITEMS ASKED FOR IN THIS PROPOSAL.

DELIVERIES

- #14 DELIVERIES ARE TO BE MADE TO THE VARIOUS DEPARTMENTS, FREE FROM ALL DELIVERY AND TRANSPORTATION CHARGES, IN SUCH QUANTITIES AND AT SUCH TIMES AS ORDERED BY THE VARIOUS DEPARTMENTS.
- #15 ALL DELIVERIES MUST BE ACCOMPANIED BY A PACKING SLIP OR INVOICE, LISTING THE DEPARTMENT, THE REQUISITION NUMBER, AND THE EXACT QUANTITIES OF EACH ITEM INCLUDED IN THE SHIPMENT.
- #16 IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO MAKE DELIVERY OF ANY ITEM OR ITEMS THAT MEET THE CONDITIONS AND REQUIREMENTS AS OUTLINED IN THIS PROPOSAL WITHIN 15 DAYS OF RECEIPT OF ORDER, THE CITY RESERVES THE RIGHT TO PURCHASE SAID ITEM OR ITEMS ON THE "OPEN MARKET" AND CHARGE ANY COSTS ABOVE THE BID PRICE TO THE BIDDER. THIS PROCEDURE TO BE CONTINUED UNTIL SUCH TIME AS THE BIDDER CAN AGAIN GUARANTEE PROMPT DELIVERIES OF THE PROPER ITEM OR ITEMS.
- #17 WHEN SAMPLES ARE REQUESTED, THE SUPPLIER MUST FURNISH SAMPLES TO MEET SPECIFICATIONS. ALTERNATE BIDS WILL BE CONSIDERED BUT BRAND NAME, NUMBER AND DETAILS OF ALTERNATE ITEM AS TO SIZES, PRICES, ETC., MUST BE STATED ON BID PROPOSAL. THE SUPPLIER, BY SUBMITTING SAMPLES, IS NOT RELIEVED FROM MEETING THE SPECIFICATIONS AS OUTLINED IN THIS PROPOSAL, UNLESS SPECIFICALLY NOTED ON THIS BID PROPOSAL THAT THE SAMPLES BEING QUOTED ON DO NOT MEET THE SPECIFICATION, AND ARE BID AS AN ALTERNATE.
- #18 EACH SAMPLE MUST BE PLAINLY TAGGED WITH THE FOLLOWING INFORMATION:
- 1) NAME OF BIDDER
 - 2) PAGE NUMBER OF THE BID PROPOSAL AND ITEM NUMBER
- #19 SAMPLES MUST BE SUBMITTED BEFORE THE ACTUAL TIME OF THE BID OPENING AS SPECIFIED ON PAGE ONE OF THIS PROPOSAL.

UNLESS OTHERWISE NOTED, ALL SAMPLES ARE TO BE SUBMITTED TO ROOM 324, SUPPLY DEPARTMENT, CITY HALL, 1200 MARKET, ST. LOUIS, MISSOURI 63103.

IMPORTANT INFORMATION TO PROSPECTIVE BIDDERS REGARDING

TAXES AND BUSINESS LICENSES

- #20 NO CONTRACT WILL BE AWARDED AND NO PAYMENTS UNDER THIS CONTRACT WILL BE MADE UNLESS THE VENDOR IS CURRENT AND NOT DELINQUENT WITH TAXES DUE THE COLLECTOR OF REVENUE AND THE LICENSE COLLECTOR.

YOU ARE HEREBY NOTIFIED THAT SHOULD YOUR FIRM BECOME THE SUCCESSFUL BIDDER, PAYMENT WILL BE WITHHELD PENDING TAX CLEARANCE FROM THE LICENSE COLLECTOR AND THE COLLECTOR OF REVENUE.

IT IS IMPERATIVE THAT YOUR COMPANY MAINTAIN COMPLIANCE WITH BOTH AGENCIES THROUGHOUT THE TERM OF THIS CONTRACT!

TO BE PLACED ON THE CURRENT TAX ROLLS OR FOR AN APPLICATION FOR A BUSINESS LICENSE CONTACT THE FOLLOWING OFFICES:

LICENSE COLLECTOR'S OFFICE (314) 622-4528 (BUSINESS LICENSE APPLICATION)

COLLECTOR OF REVENUE'S OFFICE (314) 622-4029 (TO BE PLACED ON TAX ROLLS)

**AFFIRMATIVE ACTION PROGRAM TO INSURE
NONDISCRIMINATION AND FAIR EMPLOYMENT PRACTICES**

1. Contractor agrees that in performing under this contract he nor anyone under his control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, national origin or ancestry. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment without regard to their race, creed, color, religion, national origin or ancestry. Such action shall include but not be limited to, his action to bar, employ, upgrade, or recruit; expel, discharge, demote, or transfer; layoff, terminate, or create intolerable working conditions; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. Contractor, during his performance under this contract, will in all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the contractor state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, national origin, or ancestry. The contractor will not make any inquiry in connection with prospective employment which expresses directly or indirectly any limitation specification or discrimination because of race, creed, color, religion, national origin or ancestry.
3. Contractor agrees during his performance under this contract that should it be determined by the contractor or the City that he will be unable to conform to his approved positive employment program, submitted to determine eligibility under the fair employment practices provisions of the City Code, he will notify the Fair Employment Practices Division of the St. Louis Council on Human Relations, within ten days of such determination, as to the steps to be taken by the contractor to achieve the provisions of his program.
4. Contractor will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
5. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, or to furnish information or permit his books, records and accounts to be inspected, within twenty days from date requested, this contract may be canceled, terminated or suspended in whole or in part and contractor may be declared ineligible for further City contracts, for the period of one year, by the option of the City of St. Louis provided further, in the event this contract is canceled, terminated or suspended for a failure to comply with fair employment practices the contractor shall have no claims for any damages against the City.
6. Contractor further agrees that these clauses (1 through 6) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by contractor in all contracts or agreements entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
7. Whenever the contractor is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with the clauses #1 through #5 of these provisions relating to fair employment practices, such contractor shall notify the City Counselor in writing of such suit or threatened suit within ten days.

THE AMERICANS WITH DISABILITIES ACT

The City of St. Louis does not discriminate against persons with disabilities. The Americans with Disabilities Act (ADA) prohibits discrimination based on disability. Vendors doing business with the City of St. Louis must comply with the Americans with Disabilities Act and provide necessary documentation of their compliance efforts as required by the Commissioner on the Disabled, Office of the Disabled.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(A) By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with procurement:

- (1) The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competition;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.

(B) Each person signing this bid certifies that:

- (1) He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to A-1 through A-3 above;

OR

- (2) He/she is not the person in bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A-1 through A-3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate in any action contrary to A-1 through A-3 above.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

DATE

THE RIGHT OF THE SUPPLY COMMISSIONER, AND/OR THE BOARD OF STANDARDIZATION OF THE CITY OF ST. LOUIS, MISSOURI TO REJECT ANY OR ALL BIDS, AND/OR MAKE THE FINAL DECISION IS EXPRESSLY RESERVED.

ALSO PREVAILING, ARTICLE XXV, SECTION 9 OF THE CITY CHARTER.

All contracts relating to city affairs shall be in writing signed and executed in the name of the city. In cases not otherwise provided by law or ordinance, they shall be made by the Comptroller and in no case by the Board of Aldermen or any committee thereof. Contracts not made by the Comptroller shall be countersigned by him/her, and all contracts shall be filed and registered by number, date and contents with the register.

Revised 12/28/09

Right to Audit

The Contractor's "records" shall be open to inspection and subject to audit and/or reproduction during normal business working hours. A City representative may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

The Contractor's "records" as referred to in this Contract shall include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Contract. Such records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs as they apply to cost associated with this contract. Such records shall include any and all records that may have a bearing on matters of interest to the City in connection with the Contractor's work for the City to extent necessary to adequately permit evaluation and verification of:

Contractor's compliance with Contract requirements, compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees.

The Contractor shall require all payees (examples of payees include sub-contractors, insurance agents) to comply with provisions of this article by insertion of the requirements hereof in any contract between the Contractor and payees. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Sub-Contractors and Sub-Contractors suppliers. Contractor will cooperate fully and will cause all Related Parties and all of Contractor's Sub-Contractors to cooperate fully in furnishing or in making available to City from time to time whenever requested in an expeditious manner any and all such information, materials, and data.

The City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current and former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct such audits in compliance with this article.

If an audit inspection or examination in accordance with this article discloses overpricing or overcharges by the Contractor to the City, the Contractor shall pay such funds due to the City within 15 days after completion of the audit and written notice by the Supply Commissioner or designee. If disclosed overpricing or overcharges by the Contractor are in excess of one-half of one percentage (.5%) of the total contract billings, the reasonable actual costs of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to the Contractor.

Effective 4-3-08

ST. LOUIS DOMESTIC PRODUCTS PROCUREMENT ACT

The City of St. Louis has enacted an ordinance relating to the purchase of domestic products by City government, with penalty provisions. The ordinance amends Section 5.58.010 Revised Code of the City of St. Louis, 1986, as amended by adding thereto new subsections dealing with the requirement that the Supply Commissioner or his designee give preference to goods or commodities manufactured in the United States of America, stating exceptions to said policy. Sections one through six are reprinted below.

Section One. Section 5.58.010 Revised Code of the City of St. Louis is hereby amended by adding the following language: Each solicitation to bid and the method of describing the items to be bid upon of any goods or commodities sought to be purchased by the Office of Supply Commissioner, and any contract entered into by and on behalf of the City of St. Louis and executed by the Mayor and/or the Comptroller of the City of St. Louis wherein the construction, alteration, repair or maintenance of any public works is the subject of the contract so executed, shall contain a provision that the goods or commodities furnished or used in the furtherance of said project by any contractor or subcontractor, manufacturer or supplier as the case may be, shall be manufactured, assembled or produced in the United States, and said requirement as defined above shall be stated in said bid.

Section Two. The provision of Section One of this Ordinance shall not apply in the following instances:

- (i) Where the item purchased as the contract entered into for repairs or renovation is less than One Thousand (\$1,000.00) Dollars.
- (ii) Where no line of a particular good or product is manufactured, assembled or produced in the United States.
- (iii) Where the acquisition of United States manufactured or produced goods would increase the cost by more than (10%) percent.

Section Three. The certificate required by this section shall specify the nature of the contract, the product being purchased or leased, the names and addresses of the United States manufacturers and producers contracted by the Commissioner or the project architect or engineer, and an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten percent.

Section Four. No public agency may authorize, provide for, or make any payment to any vendor or contractor upon any contract in violation of section 2 of this act. Prior to the awarding of the bid and before any public agency authorizes, provides, or makes payment to any vendor or contractor upon any contract to which section 2 or 6 of this act applies, the vendor or contractor shall provide proof of compliance with section 2, and, if applicable, section 6 of this act. Any vendor or contractor who knowingly misrepresents any material fact to the public agency concerning the origin of any manufactured goods or commodities shall be guilty of a Class A misdemeanor.

Section Five. Sections 1 to 6 of this act shall apply only to contracts and subcontracts entered into after the effective date of this act, and shall not limit the use or supply of manufactured goods or commodities purchased or leased prior to the effective date of this act.

Section Six. Nothing in sections 1 or 6 of this act is intended to contravene any existing treaty, law, agreement, or regulation of the United States. All contracts under section 1 or 6 of this act shall be entered into in accordance with existing treaty, law, agreement, or regulation of the United States including all treaties entered into between foreign countries and the United States regarding export-import restrictions and international trade and shall not be in violation of sections 1 to 6 of this act to the extent of such accordance.

Interpretations and Guidelines

Section One: "Shall be manufactured" is interpreted to mean to make or process a raw material into a finished product or to turn-out in a mechanical manner. "Assembled" is interpreted to mean to fit or to join together the parts, gather, or to congregate in a manufacturing environment. "Produced" is interpreted to mean to create by manual or physical effort, to make or yield to customary product or products.

Section Two (i) This is interpreted to mean less than one thousand dollars in aggregate (total purchases).

(iii) When applying this subsection, multiply the cost of the foreign product by ten percent and compare the cost to the American product. If the American product cost is less than the sum of the cost of the foreign product plus ten percent, the award will be made to the vendor bidding the American product. The price paid by the City of St. Louis will be the actual price bid by the winning bidder.

Section Three: "Could not supply sufficient quantities" is interpreted to mean in order to meet the using agency's delivery schedule and in quantity specified.

Section Four: The vendor's authorized representative must complete a self-certification form, as required by the existing procedures previously indicated. These certification forms will be used to determine whether the manufacturer or producers could, or could not supply sufficient quantities, or the cost of the products would increase the contract by more than ten percent.

Prior to the City awarding the bid, the vendor shall provide certification that the product being bid is manufactured, assembled or produced in the United States or there is an existing treaty, law or regulation whereby the product bid shall be treated the same as product manufactured, assembled or produced in the United States. The procuring agency shall accept the self certification in order to apply the percentage differential that is applicable under this law. Failure to provide certification shall cause the city to presume that such product is not American made and preference shall not be considered for that product.

CERTIFICATION FORM ST. LOUIS DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

Bidders are advised of legislation enacted by the City of St. Louis which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured, assembled or produced in the United States, unless obtaining American made products would increase the cost of this contract by more than ten percent.

Section Four requires the vendor or contractor to certify his compliance with this legislation and if applicable, Section Six, if preference is claimed.

This legislation does not apply if the total bid is less than one thousand dollars (\$1,000.00).

Bids received will be evaluated on the basis of this legislation. Certificates of compliance must be completed and returned to be considered for preference. Failure to provide certification shall cause the City to presume that such product is not American made.

CERTIFICATION

If **all** the specified goods or products are manufactured, assembled or produced in the United States, check box at left and complete certification at the bottom of this form.

SECTION SIX CERTIFICATION

If any or all of the specified goods or products are manufactured, assembled or produced in a country other than the "United States", and exemption is requested because such product is Fair Trade Product: (a) list the country, other than the United States, where each good or product you propose to furnish is manufactured, assembled or produced; (b) check box at left of this paragraph and list corresponding commodities and (c) complete Section Six Documentation portion below.

Item Number(s)

Location Where Item Manufactured, Assembled or Produced

SECTION SIX DOCUMENTATION

The specified goods or products are treated as manufactured, assembled or produced in the United States under an existing treaty, law, agreement or regulation of the United States regarding export-import restrictions and international trade. List item Number(s) and Treaties covering item below.

DEFINITIONS

- MANUFACTURED** - to make or process a raw material into a finished product; create, or to produce or to turn-out in a mechanical manner.
- ASSEMBLED** - to fit or join together the parts in a manufacturing environment.
- PRODUCED** - create by manual or physical effort, to make or yield the customary product or products.

MUST BE COMPLETED AND SIGNED

I hereby certify that the above information is true and correct and further certify that this statement complies with all provisions of Section 5.58.010 Revised Code of the City of St. Louis, 1985, as amended.

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY: _____

(SIGNATURE and TITLE)

**CITY OF ST. LOUIS/SUPPLY DIVISION
MINORITY/WOMEN BUSINESS ENTERPRISES FORM
(M/WBE FORM)**

A. Mayor's Executive Order #28, Section Six - Supply Contracts

1. The goal of the City of St. Louis is that 25% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with Minority Business Enterprises (MBEs) and that 5% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with Women's Business Enterprises (WBEs).
2. All contracts let by the Supply Division for the purchase or lease of materials, equipment, supplies, commodities or services, the estimated cost of which exceeds \$500, shall be subject to this goal.
3. The methods by which the Supply Commissioner shall pursue this goal shall include but not be limited to the following:
 - a. The Supply Commissioner shall solicit bids from minority business enterprises and women's business enterprises certified to supply the required materials, equipment, supplies or services;
 - b. St. Louis Airport Authority (SLAA) shall provide the Supply Commissioner with a list of minority business enterprises and women's business enterprises qualified to provide each of those commodities that the Supply Commissioner indicates are required by the City;
 - c. The Supply Commissioner shall notify SLAA prior to solicitation of bids whenever no such qualified businesses are available;
 - d. SLAA shall attempt to identify such qualified businesses, and if successful, shall notify the Supply Commissioner of their availability; and
 - e. The Supply Commissioner shall provide such minority business enterprises and women's business enterprises every practical opportunity to submit bids.
4. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
5. Participation of MBE and WBE firms located outside the St. Louis Metropolitan Statistical Area (SMSA) shall not count toward the goals established in this order.

B. SUPPLY DIVISION POLICY

It is the policy of the Supply Division that all bids/contracts awarded adhere to the Mayor's Executive Order #28. All vendors are encouraged to comply with this policy and all other provisions of Executive Order #28. A copy of Executive Order #28 is available upon request. Each Vendor/Contractor (bidder) must complete, sign and return this M/WBE Form. Failure to complete, sign and return the M/WBE Form will result in the bid being declared non responsive and your bid may be eliminated.

C. OBLIGATION

The bidder agrees to make a good faith effort to ensure that M/WBE businesses have an opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with City funds. The bidder will take all necessary and reasonable steps to ensure that said businesses have an opportunity to compete for and perform under this bid/contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award and performance of bids/contracts. The Directory of Disadvantaged, Minority and Women Owned Business Enterprises certified by the City of St. Louis, can be viewed at www.mwdbe.org.

**CITY OF ST. LOUIS/SUPPLY DIVISION
MINORITY/WOMEN BUSINESS ENTERPRISES FORM
(M/WBE FORM)**

D. BID/CONTRACT IDENTIFICATION

Bid #: _____ or Contract Name: _____ Opening Date: _____ Your Bid Total: \$ _____ If your bid is \$500 or higher, please complete Section 'E'. We are NOT requesting information on how your company currently supports M/WBE suppliers. We want to know if there are opportunities you might consider to work with M/WBE suppliers for THIS SPECIFIC bid/contract.

E. ASSURANCE MBE/WBE Goal: 25% MBE and 5% WBE (Minimum Participation)

I, acting in my capacity as an officer of the undersigned bidder(s) if a joint venture, hereby assure the City of St. Louis that on this bid/contract my company will: (CHECK ONLY ONE)

Meet or exceed the M/WBE goal with: _____ % MBE and _____ % WBE Participation

Proposed MBE Vendor Name: _____ Amount \$ _____ Item or materials to be supplied by MBE Vendor: _____ Proposed WBE Vendor Name: _____ Amount \$ _____ Item or materials to be supplied by WBE Vendor: _____
--

Fail to meet the M/WBE goal, but made a good faith effort to meet the goals as follows:
_____ % MBE and _____ % WBE Participation (Enter Proposed Vendor information above.)

Not meet the M/WBE goal for the following reasons(s): (Check All That Apply)

	Our Company is an MBE certified by the State of:
	Our Company is a WBE certified by the State of:
	We have contacted suppliers listed in the SLAA Directory but have received no reply
	There are no subcontracting opportunities for this bid/contract
	We are a Dealer and the order will be drop-shipped from the manufacturer to the user
	We are the manufacturer and the order will be drop-shipped from the factory to the user
	A letter of explanation is attached
	Other reason: _____ _____

FIRM NAME: _____ FEDERAL ID NUMBER: _____
 SIGNATURE: _____ FAX NUMBER: _____
 PRINTED NAME: _____ DATE: _____
 TITLE: _____ E-MAIL: _____



CITY OF ST. LOUIS
DEPARTMENT OF FINANCE
OFFICE OF THE SUPPLY COMMISSIONER

FREDDIE L. DUNLAP
SUPPLY COMMISSIONER

FRANCIS G. SLAY
MAYOR

ROOM 324, CITY HALL
TUCKER & MARKET STREETS
ST. LOUIS, MO. 63103
(314) 622-4580
FAX: 622-4141

ST. LOUIS LIVING WAGE ORDINANCE

Living Wage Requirements: Bidders are hereby advised that the St. Louis Living Wage Ordinance #65597 and associated Regulations apply to the service for which bids are being sought herein. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the successful bidder and the City of St. Louis must be paid a minimum of the applicable Living Wage rates set forth in the attached **Living Wage Bulletin**, and if the rates are adjusted during the term of the contract pursuant to the Ordinance, applicable rates after such adjustment is made. Each bidder must submit the attached "Living Wage Acknowledgement and Acceptance Declaration" with the bid. Failure to submit this Declaration with the bid will result in rejection of the bid. A successful bidder's failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the contract and the imposition of additional penalties as set forth in the Ordinance and Regulations.

Copies of the Ordinance and Regulations are available upon request from LaQueta Russell-Taylor, City Compliance Office at 314-426-8185. A copy of the Living Wage Bulletin now in effect is attached.

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

**NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2011**

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$11.58** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$15.08** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$3.50** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2011**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.mwdbe.org/livingwage> or obtained from:

City Compliance Official
Lambert-St. Louis International Airport
Certification and Compliance Office
P.O. Box 10212
St. Louis, Mo 63145
(314) 426-8111

Dated: January 31, 2011

ST. LOUIS LIVING WAGE ORDINANCE

REQUIRED CONTRACT LANGUAGE: COVERED SERVICE CONTRACTS

LIVING WAGE COMPLIANCE PROVISIONS: This contract is subject to the St. Louis Living Wage Ordinance #65597 and the Regulations associated therewith, copies of which are attached hereto and incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Contractor hereby agrees to comply with these measures:

1. **Minimum Compensation:** Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to this contract in an amount no less than the amount stated on the attached Living Wage Bulletin. The initial rates shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued.
2. **Notification:** Contractor shall provide the Living Wage Bulletin to all employees, together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Contractor's employees within thirty (30) days of contract execution for existing employees and within thirty (30) days of employment for new employees.
3. **Posting:** Contractor shall post the Living Wage Bulletin, together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, in a prominent place in a communal area of each worksite covered by the Contract.
4. **Subcontractors:** Contractor hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.
5. **Term of Compliance:** Contractor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this contract is being performed by Contractor's employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.
6. **Reporting:** Contractor shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Contractor acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations and/or providing false information may result in the imposition of penalties specified in the Ordinance and/or Regulations, which penalties may include, without limitation, per order of the City Compliance Official, the following:
 - Suspension and/or termination of the contract or subcontract by the City.
 - Barring the Contractor from eligibility for future City contracts until all ordered relief has been made or paid in full.
 - Liquidated damages payable to the City of St. Louis in the amount of \$500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ACKNOWLEDGMENT AND ACCEPTANCE
DECLARATION

CONTRACTING AGENCY: _____

AGENCY CONTRACT NUMBER: _____

BIDDER'S/PROPONENT'S NAME: _____

DATE PREPARED: _____ **PREPARED BY:** _____

PREPARER'S TELEPHONE NUMBER: _____

PREPARER'S E-MAIL ADDRESS: _____

PREPARER'S CELL PHONE NUMBER: _____

PREPARER'S ADDRESS AND ZIP CODE: _____

As the authorized representative of the above-referenced bidder or proponent, I hereby acknowledge that the bidder/proponent understands that the contract or agreement that will be executed with a successful bidder/proponent pursuant to this solicitation is subject to the St. Louis Living Wage #65597 and the Regulations associated therewith. The bidder/proponent hereby agrees to comply with the Ordinance and the associated Regulations if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the bidder or proponent.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Illegal Immigrant Employees

Any "business entity", as defined by Section 285.525 of the Revised Statutes of Missouri 2008, as amended, shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2008, as amended, by **sworn affidavit** (attached hereto as Exhibit __) **and provision of documentation**, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The "business entity" shall also sign an affidavit (attached hereto as Exhibit __) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated Statutes. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors.

EXHIBIT _____

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____ (Name) who, by me being duly sworn, deposed as follows:

My name is _____ (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (Position/Title) of _____ (Business Entity)

I have the legal authority to make the following assertions:

1. _____ (Business Entity) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, _____ (Business Entity) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires:

PERFORMANCE BOND

FORMAL EXECUTION OF THE CONTRACT AND BOND MAY BE A REQUIREMENT FOR ALL CONTRACTS OVER \$5,000. THE ORIGINAL BOND, (IF REQUIRED), MUST BE RECEIVED WITHIN TWENTY-ONE (21) CALENDAR DAYS AFTER NOTICE OF AWARD IS GIVEN TO THE SUCCESSFUL BIDDER. BOND MUST BE EXECUTED BY ATTORNEY-IN-FACT FOR SURETY COMPANY BEFORE A LICENSED NOTARY PUBLIC. NO WAIVERS WILL BE GIVEN AND NO ORDERS WILL BE PLACED UNTIL THE REQUIRED BOND IS EXECUTED! NO INVOICES WILL BE PAID UNTIL THE BOND IS EXECUTED. YOUR SIGNATURE BELOW INDICATES YOU ARE AWARE OF THE PERFORMANCE BOND TERMS.

BIDDERS ARE TO INCLUDE, AS PART OF BID PROPOSAL, THE NAME AND ADDRESS OF SOME SURETY AUTHORIZED TO DO BUSINESS IN THE STATE OF MISSOURI FOR FIFTY PERCENT (50%) OF THE CONTRACT (BID PROPOSAL) PRICE, CONDITIONED ON THE FAITHFUL PERFORMANCE OF THE TERMS OF THE CONTRACT SPECIFIED.

NAME OF SURETY COMPANY _____

ADDRESS _____

SUBLETTING: Subletting or assigning of any bid under these specifications, or any contract to a successful bidder under these specifications, cannot be made without approval of the SUPPLY COMMISSIONER for the City of St. Louis

DELIVERY: Please state delivery details, i.e., time involved from receipt of purchase order, delivery, minimum order, and charge for orders under the minimum.

Days A.R.O.: _____ Minimum Order Quantities: _____ Other: _____

NOTE: Payments hereunder are subject to annual appropriation. Our Budget Year begins July 1st.

PRICE ESCALATION: Prices quoted must be firm for one (1) year from date of award. The vendor must provide notification of any proposed price increase forty-five (45) days prior to the proposed effective date. The amount of the increase shall not exceed actual documented increase in Vendor's Direct Cost and shall not ever total more than five percent (5%) in any one year. To request a price increase, the Vendor must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Vendor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Documentation from the Vendor's supplier(s) showing the actual dollar increase/decrease to the Vendor must accompany this request. Such documentation from the Vendor's supplier must clearly show the dollar increase incurred by the Vendor on the applicable Contract per item bid. The letter and documentation shall be sent to the following address: Supply Commissioner, City of St. Louis, 1200 Market Street, Room 324, St. Louis, MO 63103. If the Supply Commissioner approves the price increase, the Vendor will be notified in writing; no price increase will be effective until the Vendor receives this notice.

TERMINATION: The City of St. Louis, Missouri reserves the right to cancel this contract by giving thirty (30) days written notice at the Vendor's regular mailing address.

SALES/SERVICE CALLS: Does a Salesperson ever make sales/service calls in St. Louis City?

Yes No

COOPERATIVE PROCUREMENT: Will your Company allow cooperative procurement to other political subdivisions within the State of Missouri?

Yes No

PAYMENT TERMS: _____

QUARTERLY REPORTS: Vendor shall provide reports by January, April, July and October 15th of each year to the Supply Buyer. Reports should detail contract items purchased including price (unit and total), quantity and ordering department. The City of St. Louis will not pay for these reports.

FIRM NAME: _____

DIVISION OF: _____

SIGNED BY: _____

TITLE: _____

CONTACT PERSON: _____

PHONE NO: _____

FREDDIE L. DUNLAP
SUPPLY COMMISSIONER

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

1. **PREPARATION OF BIDS.**

- Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at the bidder's risk.
- Bidders shall furnish information required by the solicitation in the form requested. The Buyer reserves the right to reject any or all with incomplete information or which are presented in a different form. The original Invitation for Bid in its entirety will be considered as fully applicable to the bid response regardless of the form used unless specifically excepted by the bidder. In the latter case, the bid may be considered non-responsive to the Invitation for Bid.
- Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit price, except when the bidder clearly indicates that the total price for all items bid is based on consideration of being awarded the entire lot and that an adjustment of the total price is being made in consideration of receiving the entire bid.
- If the item has a trade name, brand and/or a catalog number, such shall be stated in the bid. If the supplier proposed to furnish an item of a different manufacturer or supplier other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the article furnished is that designated, even though the bid may state "or equal."
- Time of proposed delivery shall be stated in definite terms; if stated in a number of days, it shall include Saturdays, Sundays and holidays.
- Samples, when required, shall be furnished prior to the closing date or within time specified in bid. Buyer reserves the right to reject bids submitted without required samples.

2. **ALTERNATE BIDS.** Alternate bids may be submitted and, if deemed advantageous to the City, they may be evaluated and considered. The City is under no obligation to consider or accept an alternate bid and reserves the right to reject any and all such bids.

3. **SIGNATURE.** Bidder shall sign the **INVITATION TO BID** or the **REQUEST FOR QUOTATION**, hereafter referred to as bid or solicitation, on first page and on all continuation pages in the proper section and shall enter their title and the date where requested. Erasures or other changes must be initialed by person signing the bid. Signature shall be an original and that of an agent authorized to sign on behalf other company.

4. **SUBMISSION OF BID.** Bids and modification thereof shall be returned in a sealed envelope addressed to office specified in bid. The bid number and bid closing date and hour shall be shown on the face of the envelope. Facsimile telegraph and telephone bids will not be considered unless authorized by the bid or the Buyer and must be confirmed in writing. Telephone modification will not be considered unless authorized by the bid or Buyer and subsequently confirmed in writing.

5. **OCCUPATIONAL LICENSE.** All suppliers located in St. Louis, Missouri, must have a valid City of St. Louis business license for sale of goods or services. Suppliers located outside St. Louis, Missouri, must have a City of St. Louis business license if services are performed in St. Louis, Missouri city limits. A valid license is required as a condition of all contracts. Contracts will not be considered fully executed until the license is obtained. Failure to obtain the necessary license and to maintain it on a current basis will be grounds to disqualify bids and to cancel existing contracts.

6. **EARNINGS AND OTHER TAXES.**

- All suppliers located in St. Louis, Missouri, are required to have a valid earnings tax file number and to pay earnings taxes on wages. Suppliers located outside St. Louis, Missouri, must have a valid earnings tax file number and pay earnings taxes if services are performed in St. Louis, Missouri. Obtaining a file number and payment of taxes are required as a condition of all contracts. Failure to obtain a file number and to pay earnings taxes on a current basis will be grounds to disqualify bids and to cancel existing contracts.
- All suppliers located in St. Louis, Missouri, must have all required licenses and permits and pay all fees and taxes that are required by the City. Suppliers located outside St. Louis, Missouri, must, when applicable, have all required licenses and permits and pay all fees and

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

taxes required by the City from nonresident suppliers. Failure to comply with the foregoing will be grounds to disqualify bids and to cancel existing contracts.

7. **EXPIRATION OF BID.** All bids shall be considered as firm for a period of forty-five (45) calendar days, commencing the day following the date of the bid closing and expiring at midnight of the last day, unless otherwise stated in the body of the bid by the Supply Commissioner. The bidder may state a date his/her bid expires, provided the date is specific and is entered on the first page of the bid.
8. **MODIFICATION OR WITHDRAWAL OF BIDS.**
 - Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person or by a bidder of his/her authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted (however see paragraph 10).
 - If this solicitation is negotiated, bids may be modified (subject to paragraph 10 when applicable) or withdrawn by written or telegraphic notice received at any time prior to award. Bids may be withdrawn in person by a bidder or his/her authorized representative, provided their identity is made known and they signs a receipt for the bid prior to award.
9. **LATE BIDS AND MODIFICATIONS OR WITHDRAWALS.**
 - Bids and modification of bids (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless: (1) they are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the City that the late receipt was due to delay in the mail for which the bidder was not responsible; or (3) if submitted by mail (or telegram facsimile if authorized) it is determined by the City that the late receipt was due solely to mishandling by the City after receipt; provided that the timely receipt is established upon examination of an appropriate date or time stamp (if any) or of other documentary evidence of receipt (if readily available) within the control of the City or of the Post Office serving it. However, a modification of a successful bid which makes the terms of the bid more favorable to the City will be considered at any time it is received and may thereafter be accepted.
 - The time of mailing of late bid submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt of registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time.
10. **MISTAKE IN BID.**
 - If the bidder discovers a mistake in bid prior to the hours and date specified for receipt of bid, he/she may correct the mistake by modifying or withdrawing the bid in accordance with paragraph 8 and 9 above.
 - If the apparent low and best bidder discovers a mistake in bid of a serious and significant nature which if unfavorable to him/her prior to the issuance of a purchase order or a contract, he/she may request consideration be given to modifying the bid if he/she remains the lowest bidder or to withdrawal of the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid opening. The decision of the Buyer is final as regards acceptance or rejection of request for correction of bids.
 - **A MISTAKE IN BID CANNOT BE CONSIDERED ONCE A PURCHASE ORDER OR CONTRACT IS ISSUED.**
11. **NO BIDS AND FUTURE SOLICITATIONS.** It is required that if a supplier does not desire to bid, the bid should be marked "NO BID" and returned in order to maintain the bidders name in supplier file for future solicitations. If a bidder fails to respond to four (4) successive bids without returning a "NO BID," the Buyer reserves the right to delete the bidder, or certain products listed as sold by the supplier, from the supplier file for future solicitations.
12. **BID BOND REQUIREMENT.** Bid bonds shall be provided, by the bidder, when specified by the terms of the **INVITATION FOR BID** or the **REQUEST FOR QUOTATION**. The amount shall be that determined by the Supply Commissioner, City of St. Louis, Missouri, to be reasonable and necessary to protect the best interest of the City. When required, the bid bond must

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

accompany the bid. Failure to provide the bond prior to the bid opening will be cause for disqualification of the bid. The bond may be in the form of a surety bond, cashier's check, money order, or certified check drawn on a solvent bank. Such bond or deposit shall be forfeited to the City in case the bidder shall fail or refuse to execute the contract.

13. **TRADE-IN.** If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the City retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The City is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.
14. **EVALUATION OF BIDS FOR MULTIPLE AWARDS.** In addition to other factors, bids will be evaluated on the basis of advantages or disadvantages to the City that might result from making more than one award (multiple awards) to include total cost of ownership and administrative cost to the City of issuing and administering each contract and associated purchase orders awarded under this invitation. Administrative costs will be in a range for the class of procurement as established by the Supply Commissioner. Individual awards will be for the items and/or services and combinations of items and/or services which result in the lowest aggregate price to the city, including such administration costs.
15. **AWARD OF CONTRACT.**
 - **BIDS WILL BE ANALYZED AND THE AWARD MADE TO THE LOWEST AND BEST RESPONSIVE AND RESPONSIBLE BIDDER** whose bid conforms to the solicitation and whose bid is considered to be most advantageous or best value to the City, price and other factors considered. The right to determine the foregoing is reserved to the Supply Commissioner and is not subject to appeal. In the event equal bids are received, paragraph 18. **MISSOURI AND OTHER PREFERENCE** will apply. If the preference does not break the tie, then the award will be made by public drawing of lots by the Buyer and one witness.
 - The City reserves the right to reject any and all bids and all or part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and to select the bid(s) deemed most advantageous or best value to the City. The City shall consider bids submitted to an "all or nothing" basis if the bid is clearly designated as such.
 - The City may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations. **UNLESS OTHERWISE PROVIDED IN THE SOLICITATION, BIDS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED AND THE CITY RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY BID AT THE UNIT PRICES BID UNLESS THE BIDDER SPECIFIES OTHERWISE IN THEIR BID.**
 - **UPON ACCEPTANCE BY THE CITY, THE SOLICITATION FOR BID AND A PURCHASE ORDER ISSUED TO THE SUCCESSFUL BIDDER WITHIN THE TIME SPECIFIED SHALL BE DEEMED TO RESULT IN A BINDING CONTRACT WITHOUT FURTHER ACTION BY EITHER PARTY. ITEMS ARE TO BE FURNISHED AS DESCRIBED IN THE BID AND IN STRICT CONFORMITY WITH ALL INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, AND DRAWINGS CONTAINED IN THE COMPLETE CONTRACT.**
16. **PURCHASE ORDERS.** All goods and services will be ordered by means of a purchase order for which funds have been certified and encumbered by the Comptroller. Goods and services will not be provided in excess of the amount of the purchase order. The City has no obligation to pay invoices in excess of the purchase order amount. Under emergency conditions, the Supply Commissioner may order goods or services and provide a purchase order number by telephone.
17. **PERFORMANCE BOND REQUIREMENT.** A performance bond shall be provided by the bidder receiving the award when specified by the terms of the bid. The amount shall be that determined by the Supply Commissioner to be reasonable and necessary to protect the best interest of the City. **"THE BOND MAY BE IN THE FORM OF A SURETY BOND OR CASHIERS CHECK"**. Such bond or deposit shall be forfeited to the City in case the bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract. The contract is not considered to be complete until the performance bond is submitted. Purchase orders may not be issued or invoices paid unless the required performance bond is on file. Unless specified otherwise in the bid, the bond must be furnished within twenty-one (21) calendar days after receipt of notification of intent to award the contract

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

or receipt of a request for performance bond. The City has the right to disqualify an otherwise successful bid if the performance bond is not received within the time requested.

18. **MISSOURI AND OTHER PREFERENCE.**

- By virtue of statutory authority, the Buyer shall give preference to all commodities manufactured, produced, assembled or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality is equal or better and delivered price is the same or less. Within the State of Missouri, the same type of preference is given to firms located in the City, as versus other firms located in Missouri but outside the city limits.
- The City has implemented the Missouri Domestic Procurement Act (Buy American), Sections 34.350 to 34.359 RSMO Supp. 1987, by adopting the following policy on the purchase of American goods. Preference will be given to the purchase or lease of products manufactured, assembled, or produced in the United States if the quality and price are comparable with other goods. Suppliers providing services and/or products under Term Supply and Services Contracts and leases will give preference to providing products manufactured, assembled, or produced in the United States if the quality and price are comparable with other goods.

19. **TIME OF DELIVERY.** Delivery is **REQUIRED** to be made in accordance with the schedule shown in the solicitation and purchase order. Bids offering delivery of each quantity within the applicable delivery period specified above will be evaluated equally as regards time of delivery. Bids offering delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable delivery period may, as determined by the Buyer, be considered non-responsive and may be rejected. When a bidder offers an earlier delivery schedule than that called for in the bid, the City reserves the right to award either in accordance with the **REQUIRED** schedule or in accordance with the schedule offered by the bidder. If the bidder offers no other delivery schedule, the delivery schedule stated above shall apply.

20. **F.O.B. DESTINATION.** Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the Contractor. The City shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (Or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the City acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, he/she shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 20 is applicable.

- **FOB DESTINATION, FREIGHT PREPAID BY SELLER.** The seller pays and bears all freight charges.
- **FOB DESTINATION, FREIGHT PREPAID AND CHARGED BACK ON INVOICE.** The seller pays the freight and charges the City by adding it to the invoice.
- **FOB DESTINATION, FREIGHT COLLECT.** The City pays and bears the freight charges.
- **FOB DESTINATION, FREIGHT COLLECT AND ALLOWED ON INVOICE.** The City pays the freight charges and deducts the amount from the seller's invoice.

21. **QUALITY.** Unless otherwise required by terms of the solicitation all goods furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance service shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

22. **PRICE.** Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

23. **BRAND NAME OR EQUAL.** WHENEVER THE NAME OF THE MANUFACTURER OR THE SUPPLIER IS MENTIONED ON THE FACE HEREOF AND THE "OR EQUAL" DO NOT FOLLOW, IT SHALL BE DEEMED THAT THE WORDS "OR EQUAL" SHALL FOLLOW SUCH DESIGNATIONS UNLESS THE FACE HEREOF SPECIFIES "NO SUBSTITUTIONS. THE CITY MAY ASSUME THAT ITEMS BID ARE EQUAL OR IT MAY REQUEST SAMPLES AND PROOF THEREOF AND UNLESS APPROVED BEFORE SHIPMENT, CITY RESERVES THE RIGHT TO RETURN AT THE BIDDER'S EXPENSE ALL ITEMS THAT ARE NOT ACCEPTABLE AS EQUALS, SAID ITEMS TO BE REPLACED BY THE BIDDER WITH SAFISFACTORY ITEMS AT THE ORIGINAL BID PRICE.
24. **COMMERCIAL WARRANTY.** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.
25. **FREIGHT CHARGES ON DIRECT SHIPMENTS TO THE CITY.** The price or prices mentioned in the bid and carried into this contract are made with reference to lawful freight charges in existence at the time of submission of bids, and said contract prices shall be increased or decreased, as the case may be, by any change in freight rates, provided that any claim for any additional freight must be presented to the City, within thirty (30) days after such advance in freight rates becomes effective. Reductions in freight will be deducted from the contract price. The clause applies to freight on shipments made directly and separately by the manufacturer to the City.
26. **VARIATION IN QUANTITY.** No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
27. **DISCOUNTS.**
- Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating bids for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the City, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
 - Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.
28. **SELLER'S INVOICE.** Invoices shall be prepared and submitted in duplicate to delivery address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
29. **INSPECTION AND ACCEPTANCE.** Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping to address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the Contractor unless loss results from negligence of the City. Supplier will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.
30. **LOSS AND DAMAGED SHIPMENTS.** Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the supplier. The City has no obligation to accept damaged shipments and reserves the right to return at the supplier's expense damaged

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

merchandise even though the damage was not apparent or discovered until after receipt of the items.

31. **LATE SHIPMENTS.** Supplier is responsible to notify the City department receiving the items and the Buyer of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.
32. **TAX EXEMPTION-FEDERAL AND STATE.**
- The City is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the Internal Revenue Service is No. 43-6003231.
 - The City is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39 (10) Article 3, of the Missouri Constitution and sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.
33. **CITY FURNISHED PROPERTY.**
- The City shall deliver to the Contractor for use only in connection with this contract, the property described in the schedule or specifications (hereinafter referred to as "City-furnished property"), at the times and locations stated herein. If the City-furnished property, suitable for its intended use, is not so delivered to the Contractor, the Supply Commissioner shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this contract pursuant paragraph 35, **AMENDMENTS AND MODIFICATIONS.**
 - Title to City-furnished property shall remain in the City. The Contractor shall maintain adequate property control records of City-furnished property in accordance with sound industrial practice.
 - Unless otherwise provided in this contract the Contractor, upon delivery to him/her of any City-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.
 - The Contractor shall, upon completion of this contract, prepare for shipment, deliver f.o.b. origin, or dispose of all City-furnished property not consumed in the performance of this contract or not theretofore delivered to the City, as may be directed or authorized by the Supply Commissioner. The net proceeds of any such disposal shall be credited to the contract price or paid in such other manner as the Supply Commissioner may direct.
34. **LABORATORY AND OTHER TESTS.** The City reserves the right to test all articles, commodities, supplies, materials and equipment, referred to hereafter as articles, delivered during the life of the proposed contract, at an independent laboratory, to be designated by the Supply Commissioner. The laboratory test shall include each item of the specification to determine whether the articles delivered are in conformity therewith. Tests shall be made on articles selected at random from deliveries made under the proposed contract or contracts. Where the result of such test shows that the articles delivered are not equal or do not conform to the specification, then the expense of making such test shall be paid by the Contractor (the bidder in the proposal). If the result of any additional test shall show that the articles delivered and tested conform to the specifications, then in such case the expense of making such test shall be paid by the City. The City further has the right to conduct tests using its own facilities and test methods when adequate facilities and procedure are available.
35. **AMENDMENTS AND MODIFICATIONS.** The Supply Commissioner may at any time, by a written order, and without notice to the sureties, make a **MODIFICATION** to the contract or an amendment to the purchase order, within the general scope of this contract, in (1) drawings, designs, or specifications, where the supplies to be furnished are to specially manufactured for the City in accordance therewith; (2) method of shipment or packing; and (3) place of delivery. If such change causes an increase or decrease in the cost of, or the time required for performance of this contract whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of the contract or amendment to the purchase order. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification; provided that the Supply Commissioner, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment under this contract. Failure to agree to any

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes"; however, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed. Any other modifications and amendments made within the general scope of the contract will be by written mutual agreement.

36. **DISPUTES.**

- Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Supply Commissioner, who shall reduce this decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Supply Commissioner shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Supply Commissioner a written appeal addressed to the Board of Standardization. The decision of Board of Standardization shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, in connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Supply Commissioner's decision.
- This **DISPUTES** clause does not preclude consideration of law questions in connection with decisions provided for in paragraph A above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

37. **TERMINATION FOR DEFAULT.**

- The City may, subject to the provisions of paragraph below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances;
 - i. if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - ii. if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days after receipt of notice from the Buyer specifying such failure.
- In the event the City terminates this contract in whole or in part as provided in paragraph A of this clause, the City may procure, upon such terms and such manner as the Buyer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of shall be the same as if notice of termination for convenience had been issued pursuant to such clause.

38. **TERMINATION FOR CONVENIENCE.** The Supply Commissioner, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the City. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent, that this contract

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination.

39. **EXAMINATION OF RECORDS.**

- If this contract exceeds \$5,000, the Contractor agrees that the City Auditor of the City or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor, involving transactions related to this contract.
- The Contractor agrees to include the clause above in all his subcontracts hereunder, except purchase orders not exceeding \$5,000.

40. **OFFICIALS NOT TO BENEFIT.** No regular employee or elected or appointed member of the City government shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

41. **CONFLICT OF INTEREST.** No employee or member of the employee's immediate family, or elected or appointed member of City government may participate directly or indirectly in the procurement process if they:

- Have a financial interest or other personal interest which is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment, or action in the performance of their official duties.
- Are negotiating or have an arrangement concerning prospective employment. The bidder warrants to the best of their knowledge that no such conflict of interest exists. In the event such a conflict occurs, the bidder is required to report it immediately to the Supply Commissioner. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or at its discretion.

42. **CONVENANT AGAINST CONTINGENT FEES.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or at its discretion, to deduct from contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. This section shall not prevent an attorney from representing a client in any dispute respecting a contract nor shall it prevent an attorney or an accountant from entering into contract negotiation with the City on behalf of a client.

43. **GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES.** It is unlawful for any person or business to offer, give or agree to give, to any employee of the City or former employee, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of a pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract of subcontract, or to any solicitation or proposal therefore.

44. **KICKBACKS ILLEGAL IN SUBCONTRACTING.** It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of or solicited from a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract to a contract of the City. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS

45. **CONTEMPORANEOUS EMPLOYMENT PROHIBITED.** The Contractor warrants and agrees that no employee or elected or appointed member of City government who is participating directly or indirectly in the procurement process is or will become as a result of this contract an employee of the Contractor. For breach or violation of the warranty, the City shall have the right to annul this contract without liability or at its discretion.
46. **RECOVERY OF VALUE.** The value of anything transferred or received in breach of ethical standards contained in paragraphs 41, 42, 43, 44, 45 and 47 of these **INSTRUCTIONS AND CONDITIONS** by a bidder, contractor, City employee, elected and appointed City officials, or a non-employee may be recovered from parties involved.
47. **CONFIDENTIAL INFORMATION.** Any information deemed confidential or proprietary must be clearly marked by the bidder or contractor as such. It will be protected and treated with confidentiality to the extent permitted by state statutes concerning public information. Any data to be returned must be so marked and will be returned if not essential to the bid or contract record. It is unlawful for an employee, former employee or elected or appointed City official to use confidential information for actual or anticipated personal gain or the anticipated personal gain of another person.
48. **DEBARMENT OR SUSPENSION.** After reasonable notice to the person or business involved and reasonable opportunity for that person or business to be heard, the Supply Commissioner, after consulting with the City Counselor, is authorized to debar the person or business or cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with the City Attorney, the Supply Commissioner is authorized to suspend a person or business from consideration for award of contracts if there is probable cause to believe that the person or business has engaged in any activity which might lead to debarment. The suspension shall for a period not to exceed three months. The causes for debarment include:
- Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City Contractor;
 - Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 - Violation of contract provisions, as set forth below, of a character which is regarded by the Supply Commissioner to be so serious as to justify debarment action:
 - i. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
 - Any other cause the Supply Commissioner determines to be as serious and compelling as to affect responsibility as a City contractor, including debarment by another governmental entity.
49. **ASSISTANCE FOR MINORITY AND WOMEN-OWNED BUSINESSES.**
- It is the policy of the City to encourage and foster participation of minority and women-owned businesses in purchasing and contracting and to assure that such businesses have an equal opportunity to compete.
 - The Supply Division is available to assist minority and women-owned businesses; in completing supplier applications; in becoming acquainted with the City purchasing system, departments and Buyers; by providing advice and information on previous bids and bid prices; and assisting in resolving problems on such matters as specifications, bid terms, and bonding requirements.
50. **ASSIGNMENT OF CONTRACT AND CLAIMS.** A contract or purchase order or the proceeds thereof may not be assigned without the written permission of the Supply Commissioner.

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

51. **ASSIGNMENT OF ANTITRUST RIGHTS AND INTEREST.** Submission of this bid constitutes an assignment by the bidder to the City of all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Missouri, which causes of action have accrued or will accrue as a result of or in relation to the particular goods or services purchased or procured by it in fulfillment of any contract with the City arising from this bid.
52. **COMPENSATION INSURANCE.** The Contractor shall furnish adequate compensation insurance to cover all employees furnishing materials and/or services referred to in attached contract to the City and under the control of the Contractor, and shall relieve and hold the City harmless from any costs due to accidents or other liabilities mentioned in the Worker's Compensation Act. If requested, Contractor shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of such insurance policies herein referred to.
53. **CLAIMS.** Supplier agrees to defend, protect and save the City harmless from any claims and actions arising out of patent infringements and product liability.
54. **LABOR PRACTICES.** The supplier agrees to comply with all Federal and State Laws, and City Ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.
55. **LAIBILITY AND INSURANCE.**
- The Contractor shall be:
 - i. liable to the City for loss of or damage to property, real and personal, owned by the City or for which the City is liable;
 - ii. responsible for, and hold the City harmless from, loss of or damage to property not included in (1) above; and
 - iii. responsible for, and hold the City harmless from, bodily injury and death of persons, occasioned either in whole or in part by the negligence or fault of the Contractor, his officers, agents, or employees in the performance of work under this contract. For the purpose of this clause, all cargo loaded or unloaded under this contract is agreed to be property owned by the City or property for which the City is liable. The amount of the loss or damage as determined by the Buyer will be withheld from payments otherwise due the Contractor. Determination of liability and responsibility by the Buyer will constitute questions of fact within the meaning of the paragraph 36, **DISPUTES.** The general liability and responsibility of the Contractor under this clause are subject only to the following specific limitations.
 - The Contractor shall not be responsible to the City for and does not agree to hold the City harmless from loss or damage to property or bodily injury to or death of persons if the damage, injury or death resulted solely from an act or omission of the City or employees of the Contractor acting within specific directions of the Buyer.
 - The Contractor shall at his own cost and expense, defend any suits, demands, claims, or actions, in which the City might be names as a codefendant of the Contractor, arising out of or as a result of the Contractor's performance of work under this contract, whether or not such suit, demand, claim, or action arose out of or was the result of the Contractor's negligence. This shall not prejudice the right of the City to appear in such suit, participate in defense and take such actions as may be necessary to protect the interest of the City.
 - The Contractor shall agree to meet all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under any of the said respective laws by and duly authorized Federal, State, or local official; and agree to indemnify and save harmless the City from such contributions or taxes or liability therefore.
 - Place of Suit. This contract is executed in the City of St. Louis, Missouri. Any action at law, suit in equity, or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted and prosecuted only in courts located in the city of St. Louis, Missouri. Each party to this contract has waived the right to change of venue.
 - Law Governing. This contract shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS

- When specifically requested by the Buyer in the solicitation and purchase order, the contractor shall, at his own expense, procure and maintain the following insurance with a company acceptable to the Supply Commissioner or his designated representative. Further, the City shall be named as an additional insured on insurance coverage's (ii) and (iii) below.
 - i. Standard Worker's Compensation and Employer's Liability Insurance and Longshoremens and Harbor Worker's Compensation Insurance or such of these as may be proper under applicable state or Federal statutes. The Contractor may however, be self-insurer against the risk if he/she has obtained the prior approval of the Buyer. This approval will be given upon receipt of satisfactory evidence that the Contractor has qualified as such self-insurer under applicable provision of law.
 - ii. Bodily injury liability insurance in the amount stated in the solicitation for any one occurrence and for an aggregate amount per occurrence.
 - iii. Personal injury liability insurance when applicable in the amount stated in the solicitation for any one occurrence and for an aggregate amount.
- All policies of insurance required under the terms of this contract shall, by appropriate endorsement or otherwise, provide that no cancellation thereof shall be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof has been given to the Buyer.
- Satisfactory evidence of the required insurance endorsed to show the City named as an additional beneficiary and requiring a mandatory thirty (30) day cancellation notice shall be filed with the Buyer prior to performance of any work under this contract. No contract will be considered fully executed until proof of insurance is received. The City has the right to disqualify an otherwise successful bid or cancel a term contract if proof of insurance is not provided within the time requested. Insurance coverage will be considered acceptable when provided in one of the following methods:
 - i. By issuance of an original policy designating the Contractor and the City, by name, as the insured parties under the provisions of the policy.
 - ii. By endorsement to an original policy, which endorsement shall extend to the City, by name, the same coverage and protections stipulated in the above paragraph.
 - iii. By separate contingent policy providing the required insurance coverage for the protection of the City, by name.
 - iv. By issuance of standard Certificate of Insurance modified to show the City as an additional named insured and requiring a thirty (30) day mandatory cancellation notice. The Buyer shall provide a blank modified certificate form to the Contractor.
- It is expressly agreed that the provisions contained above of this clause shall not in any manner limit the liability or extent of liability of the Contractor as provided in this clause.
- In the event that the Contractor is indemnified, reimbursed, or relieved for any loss or damage to City property, he/she shall equitably reimburse the City. The Contractor shall do nothing to prevent the City's right to recover against third parties for any such loss, or damage and, upon the request of the Buyer, shall at the City's expense, furnish to the City all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the City) in obtaining recovery.

56. **CLAUSES APPLICABLE TO TERM SUPPLY AND SERVICE CONTRACTS.**

- Term Supply or Service Contract Defined. A formal contract made by the City with a supplier to purchase repetitive and estimated requirements of products or service from a supplier to be ordered and supplied as needed for a bid price over a period of time stated in the contract. The contract may be exclusive with one contractor or open to further competition.
- Approximate Quantities. This proposal is based on estimated quantities and it is understood that the estimates are prepared by City officials for the purpose of comparison of bids, and that the estimated quantities are not guaranteed but are approximate only, and the City reserves the right to increase or diminish same, or to omit any one or more items, as may be deemed desirable.
- No financial obligation shall accrue against the City until a purchase order is issued encumbering funds.

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

- Multiyear term contracts and options to extend term contracts are subject to paragraph 57 **ANNUAL APPROPRIATION OF FUNDS.**
- Modifications to term contracts may be made by mutual written agreement; however they must be within the scope and intent of the original contract.

57. **ANNUAL APPROPRIATION OF FUNDS.**

- Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the Board of Aldermen. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, and therefore are current expense item and are not subject to any subsequent appropriation of funds.
- In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Supply Commissioner is aware of the non-appropriation of funds, however failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or paragraph 37, **TERMINATION FOR DEFAULT, of these INSTRUCTIONS AND CONDITIONS.** The City, has no monetary obligations in the event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Revised 4/2/2010