



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

Request for Quotation

RFQ NUMBER
DNR210015

PAGE
1

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

RFQ COPY

Garick Corp.
13600 Broadway Ave.
Cleveland, OH 44125-1963

DIVISION OF NATURAL RESOURCES
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/05/2009				

BID OPENING DATE: **08/27/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		595-95		
<p>ENGINEERED WOOD FIBER, BORDERS, EDGING ANCHORS</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH ENGINEERED WOOD FIBER, WOOD BORDERS, AND EDGING ANCHORS FOR PLAYGROUNDS PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 08/17/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 10</p>						

RECEIVED
 2009 AUG 21 A 9:39
 DIVISION OF NATURAL RESOURCES
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Kathleen Conway* TELEPHONE **216.475.8854** DATE **8/19/09**

TITLE *Senior manager* FEIN **34-1395644** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

INSTRUCTIONS TO BIDDERS

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



State of West Virginia
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PAGE
2

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

VENDOR

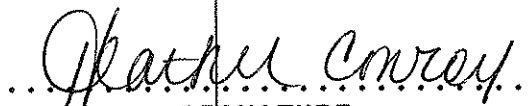
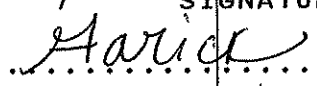
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/05/2009				

BID OPENING DATE: **08/27/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUISITION NO.:						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
				 SIGNATURE		
				 COMPANY		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Krista Conway</i>	216. 475. 8854	8/19/09

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Senior Manager	34-1395644	

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



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				8-19-09 DATE		
REV. 11/96 EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Krista Ferrell</i>	216-475-8854	8/19/09

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Senior Manager	34-1395644	

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PAGE
4

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Krista Ferrell</i>	TELEPHONE 216 475 8854	DATE 8/19/09
TITLE Senior Manager	FEIN 34-1395644	ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE
5

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 BY ORDER

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Krista Ferrell</i>	216.475-8854	8/19/09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Senior Manager	34-1395044		

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



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 Department of Administration
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PAGE
6

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

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/05/2009				

BID OPENING DATE: **08/27/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: DNR210015</p> <p>BID OPENING DATE: 08/27/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- (216) 581-7012 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Heather Conroy -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Heather Conroy</i>	216-475-8854	8-19-09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Senior manager	34-1395644		

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

DNR210015
Request For Quotations
Open-end Contract for
West Virginia State Parks, Forests and Wildlife Management Areas
Geo-textile Fabric, Engineered Wood Fiber, Pressure Treated Wood Border and
Edging Anchors

Scope:

The West Virginia Division of Natural Resources is requesting bids on geo-textile fabric, engineered wood fiber, pressure treated wood border and edging for use on playground zones in parks, forests and wildlife management areas throughout the state of West Virginia. Items will be purchased on "as needed" basis.

To ensure fairness in the bidding process, the inclusive facilities in this contact have been divided into four geographic regions: Region 1 – North Central West Virginia; Region 2 – South Western West Virginia; Region 3 – South Eastern West Virginia; and Region 4 – Eastern Panhandle Region.

This contract may have multiple awards. Bidders may bid on any one or combination of geographic regions. Awards will be made to the lowest-cost, qualified vendor(s) on a regional basis.

Product Specifications:

Geo-textile fabric or equal. Fabric must provide a water permeable separation between the earth and the wood fiber and at least 150 gallons per square foot per minute.

Engineered wood fiber or equal. Materials must be made of 100% hardwood; uniform in size; harvested and debarked; free of chemical treatments and additives; and free of soil, twigs, leaves and other contaminants.

4 inch x 8 inch pressure treated wood border or equal. Top exposed edges must be chamfered or rounded.

6 inch by 6 inch 16 foot long pressure treated wood border or equal. Top exposed edges must be chamfered or rounded.

DNR210015
Request For Quotations
Open-end Contract for
West Virginia State Parks, Forests and Wildlife Management Areas
Geo-textile Fabric, Engineered Wood Fiber, Pressure Treated Wood Border and
Edging Anchors

Edging anchors for playground border or equal. Anchors must be #4 rebar and a minimum of 36" in length.

Requirements:

All engineered wood fiber must meet the following requirements:

- Compliance with U.S. Consumer Product Safety Commission, Handbook for Public Playground Safety.
- Compliance with ASTM Standard F 2075
- Compliance with Architectural and Transportation Barriers Compliance Board, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Play Areas.

Vendors must submit the following attachments:

- Complete manufacturer's specifications and warranties.
- ASTM and CPSC Statement of Compliance.

Warranties:

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

DNR210015
 Request For Quotations
 Open-end Contract for
 West Virginia State Parks, Forests and Wildlife Management Areas
 Geo-textile Fabric, Engineered Wood Fiber, Pressure Treated Wood Border and
 Edging Anchors

Purchasing Card Acceptance:

The State of West Virginia currently utilizes a visa purchasing card program which is issued through a bank. The successful vendor must accept the State of West Virginia visa purchasing card for payment of all order placed by any state agency as a condition of award.

Delivery Requirements:

F.O.B. Destination to the state park, forest or wildlife management areas designated as Ship To on the Blanket Release Order (BRO). All items ordered from this contract shall be delivered within a reasonable time not exceed thirty (30) calendar days after receipt of a BRO, unless otherwise agreed to, in writing, between the West Virginia Division of Natural Resources and the vendor. Deliveries will be made to various locations. The vendor must contact each facility fortyeight (48) hours prior to delivery.

Region I – North Central West Virginia

AUDRA
 RR 4, Box 564
 Buckhannon, WV 26201-9212
 (304) 457-1162

CANAAN VALLEY RESORT
 HC 70, Box 320
 Davis, WV 26260-9711
 (304) 866-4111

BLACKWATER FALLS
 RR 29
 PO Box 490
 Davis, WV 26260-0490
 (304) 259-5216

CASS SCENIC RAILROAD
 RR 66, Main St.
 PO Box 107
 Cass, WV 24927-0107
 (304) 456-4300

BLENNERHASSETT
 137 Juliana St.
 Parkersburg, WV 26101-5331
 (304) 420-4800

CATHEDRAL
 12 Cathedral Park Dr.
 Aurora, WV 26705-9631
 (304) 735-3771

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 Request For Quotations
 Open-end Contract for
 West Virginia State Parks, Forests and Wildlife Management Areas
 Geo-textile Fabric, Engineered Wood Fiber, Pressure Treated Wood Border and Edging
 Anchors

CEDAR CREEK

2947 Cedar Creek Rd.
 Glenville, WV 26351-8135
 (304) 462-8517

COOPERS ROCK S. F.

RR 1, Box 270
 Bruceton Mills, WV 26525-9751
 (304) 594-1561

HOLLY RIVER

680 State Park Rd.
 Hacker Valley, WV 26222-0070
 (304) 493-6353

KUMBRABOW S. F.

RR 219/16
 PO Box 65
 Huttonsville, WV 26273-0065
 (304) 335-2219

NORTH BEND

RR 1, Box 221
 Cairo, WV 26337-9730
 (304) 643-2931

PRICKETT'S FORT

RR 3, Box 403
 Fairmont, WV 26554-9469
 (304) 367-2731

STONEWALL RESORT

149 State Park Trail
 Roanoke, WV 26447-8264
 (304) 269-0524

TOMLINSON RUN

84 Osage Rd.
 PO Box 97
 New Manchester, WV 26056-0097
 (304) 564-3651

TYGART LAKE

RR 1, Box 260
 Grafton, WV 26354-9741
 (304) 265-6148

VALLEY FALLS

RR 6, Box 244
 Fairmont, WV 26554-9121
 (304) 367-2719

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 Request For Quotations
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 West Virginia State Parks, Forests and Wildlife Management Areas
 Geo-textile Fabric, Engineered Wood Fiber, Pressure Treated Wood Border and Edging
 Anchors

REGION I: NORTH CENTRAL WEST VIRGINIA

Please complete the below bid form including all unit prices and extended amounts. Bids should be in the unit of measure listed.

Item Number	Description:	Unit Price	Measure	Estimated Quantity	Extended Price
1	Geo-Textile Fabric (or equal)		Per Square Foot	5,000	\$
2	Engineered Wood Fiber (or equal)	17.95	Per Square Foot	5,000	\$ 89,750
3	4" x 8" Pressure Treated Wood Border		Per Piece	100	\$
4	6" x 6" x 16' Long Pressure Treated Wood Border (or equal)		Per Piece	100	\$
5	Edging Anchors (or equal)		Per Piece	200	\$
					\$

**** The quantities listed above are for bid evaluation purposes only. Actual quantities may differ.**

Garick
 13600 Broadway Avenue
 Cleveland, OH 44125

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West Virginia State Parks, Forests and Wildlife Management Areas
Geo-textile Fabric, Engineered Wood Fiber, Pressure Treated Wood Border and Edging
Anchors

REGION 2 – SOUTH WESTERN WEST VIRGINIA

BEECH FORK

5601 Long Branch Rd.
Barboursville, WV 25504-9624
(304) 528-5794

BERWIND LAKE WMA

RR 16
PO Box 38
Warriormine, WV 24894-0038
(304) 875-2577

CABWAYLINGO S. F.

RR 1, Box 85
Dunlow, WV 25511-9711
(304) 385-4255

CAMP CREEK

2390 Camp Creek Rd.
PO Box 119
Camp Creek, WV 25820-0119
(304) 425-9481

CHIEF LOGAN

376 Little Buffalo Creek Rd.
Logan, WV 25601
(304) 792-7125

CHIEF LOGAN LODGE/CNF CTR

1000 Conference Center Dr.
PO Box 898
Logan, WV 25601-0898
(304) 855-6100

KANAWHA S. F.

RR 2, Box 285
Charleston, WV 25314-9707
(304) 558-3500

LAUREL LAKE WMA

HC 70, Box 626
Lenore, WV 25676-9708
(304) 475-2823

PANTHER WMA

HC 63, Box 923
Panther, WV 24872-9708
(304) 938-2252

PINNACLE ROCK

RR 52
PO Box 1
Bramwell, WV 24715-0001
(304) 248-8565

PLUM ORCHARD WMA

1156 Plum Orchard Lake Rd.
Scarbro, WV 25917-9766
(304) 469-9905

TU-ENDIE-WEI

POINT PLEASANT BATTLE MONUMENT

First St.
PO Box 486
Pt. Pleasant, WV 25550-0486
(304) 675-0869

TWIN FALLS RESORT

3935 Mayapple Rd., McGraws
PO Box 667
Mullens, WV 25882-0667
(304) 294-6000

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 Geo-textile Fabric, Engineered Wood Fiber, Pressure Treated Wood Border and Edging
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REGION 2: SOUTH WESTERN WEST VIRGINIA

Please complete the below bid form including all unit prices and extended amounts. Bids should be in the unit of measure listed.

Item Number	Description:	Unit Price	Measure	Estimated Quantity	Extended Price
1	Geo-Textile Fabric (or equal)		Per Square Foot	5,000	\$
2	Engineered Wood Fiber (or equal)	19.25	Per Square Foot	5,000	\$ 96,250
3	4" x 8" Pressure Treated Wood Border		Per Piece	100	\$
4	6" x 6" x 16' Long Pressure Treated Wood Border (or equal)		Per Piece	100	\$
5	Edging Anchors (or equal)		Per Piece	200	\$
					\$

**** The quantities listed above are for bid evaluation purposes only. Actual quantities may differ.**

*Garick
 13600 Broadway Avenue
 Cleveland, OH 44125*

DNR210015
Request For Quotations
Open-end Contract for
West Virginia State Parks, Forests and Wildlife Management Areas
Geo-textile Fabric, Engineered Wood Fiber, Pressure Treated Wood Border and Edging
Anchors

REGION 3 – SOUTH EASTERN WEST VIRGINIA

BABCOCK

HC 35, Box 150
Clifftop, WV 25831-980
(304) 438-3004

BLUESTONE

HC 78, Box 3
Hinton, WV 25951-9503
(304) 466-2805

BLUESTONE WMA

HC 65, Box 91
Indian Mills, WV 24935-9204
(304) 466-3398

CARNIFEX FERRY

1194 Carnifex Ferry Rd.
Summersville, WV 26651-4911
(304) 872-0825

DROOP MOUNTAIN

HC 64, Box 189
Hillsboro, WV 24946-9719
(304) 456-4300

GREENBRIER RIVER TRAIL

RR 2, Box 142
Buckeye, WV 24924-9653
(304) 799-7416

GREENBRIER S. F.

HC 30, Box 154
Caldwell, WV 24925-9709
(304) 536-1944

HAWKS NEST

49 Hawks Nest Park Rd.
PO Box 857
Ansted, WV 25812-0857
(304) 658-5196

LITTLE BEAVER

1402 Grandview Rd.
Beaver, WV 25813-9234
(304) 763-2494

MONCOVE LAKE

HC 83, Box 73A
Gap Mills, WV 24941-9413
(304) 772-3450

PIPESTEM RESORT

RR 20, Box 150
Pipestem, WV 25979-0150
(304) 466-2804

SENECA S. F.

RR 1, Box 140
Dunmore, WV 24934-9712
(304) 799-6213

WATOGA

HC 82, Box 252
Marlinton, WV 24954-9550
(304) 799-4087

DNR210015
 Request For Quotations
 Open-end Contract for
 West Virginia State Parks, Forests and Wildlife Management Areas
 Geo-textile Fabric, Engineered Wood Fiber, Pressure Treated Wood Border and Edging
 Anchors

REGION 3: SOUTH EASTERN WEST VIRGINIA

Please complete the below bid form including all unit prices and extended amounts. Bids should be in the unit of measure listed.

Item Number	Description:	Unit Price	Measure	Estimated Quantity	Extended Price
1	Geo-Textile Fabric (or equal)		Per Square Foot	5,000	\$
2	Engineered Wood Fiber (or equal)	19.95	Per Square Foot	5,000	\$ 99,150
3	4" x 8" Pressure Treated Wood Border		Per Piece	100	\$
4	6" x 6" x 16' Long Pressure Treated Wood Border (or equal)		Per Piece	100	\$
5	Edging Anchors (or equal)		Per Piece	200	\$
					\$
<p>** The quantities listed above are for bid evaluation purposes only. Actual quantities may differ.</p>					

Garick
 13600 Broadway Avenue
 Cleveland, OH 44125

DNR210015
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 West Virginia State Parks, Forests and Wildlife Management Areas
 Geo-textile Fabric, Engineered Wood Fiber, Pressure Treated Wood Border and Edging
 Anchors

REGION 4: EASTERN PANHANDLE WEST VIRGINIA

Please complete the below bid form including all unit prices and extended amounts. Bids should be in the unit of measure listed.

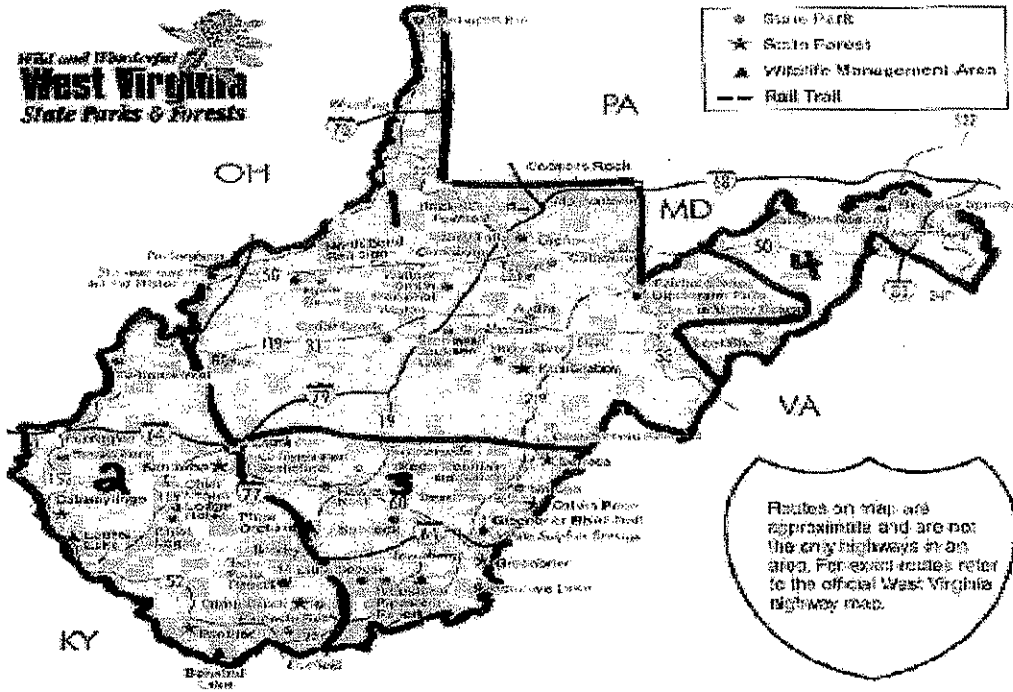
Item Number	Description:	Unit Price	Measure	Estimated Quantity	Extended Price
1	Geo-Textile Fabric (or equal)		Per Square Foot	5,000	\$
2	Engineered Wood Fiber (or equal)	20.95	Per Square Foot	5,000	\$ 104,750
3	4" x 8" Pressure Treated Wood Border		Per Piece	100	\$
4	6" x 6" x 16' Long Pressure Treated Wood Border (or equal)		Per Piece	100	\$
5	Edging Anchors (or equal)		Per Piece	200	\$
					<u>\$</u>

**** The quantities listed above are for bid evaluation purposes only. Actual quantities may differ.**

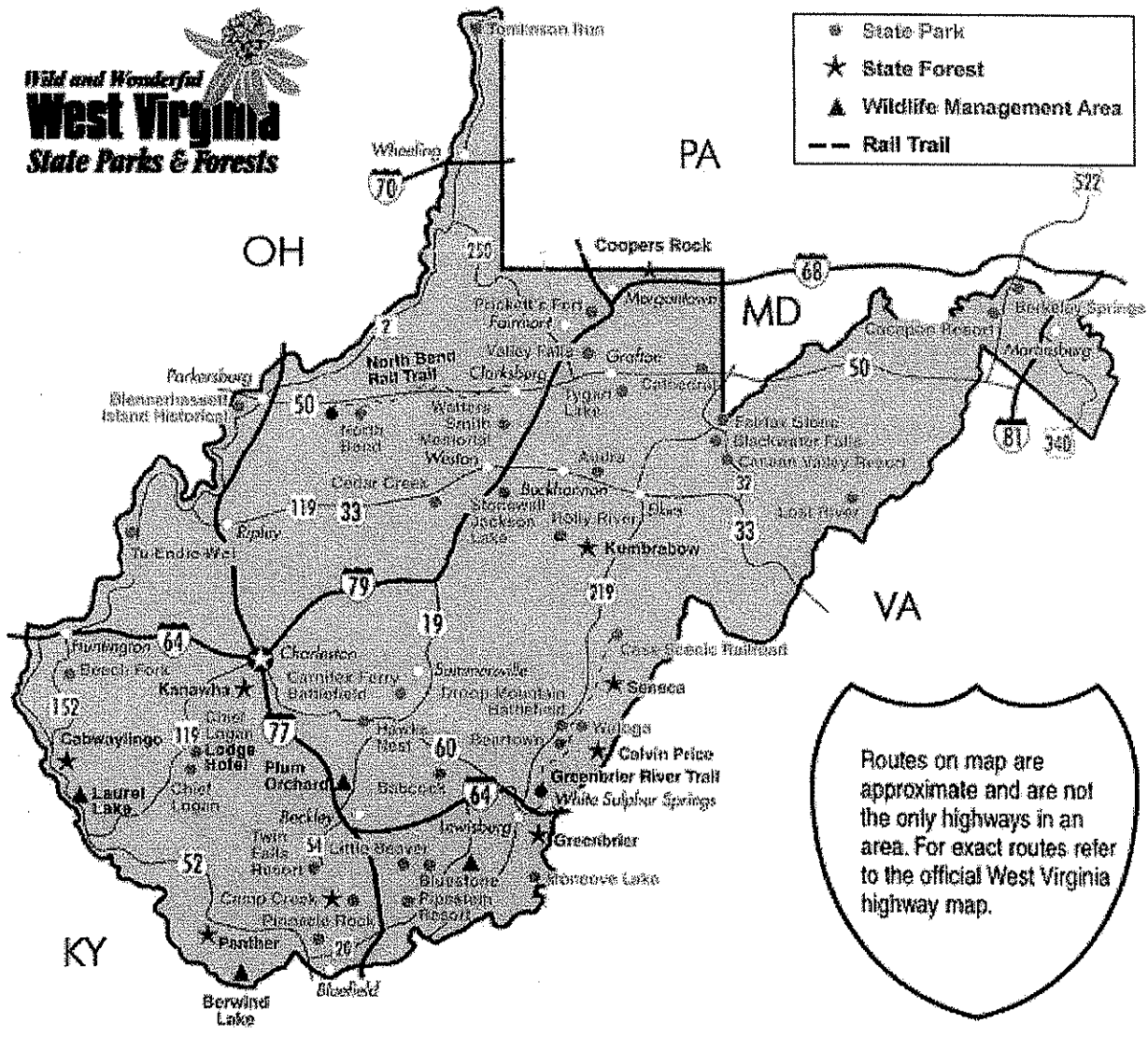
Garick
 13600 Broadway Avenue
 Cleveland, OH 44125

DNR210015
 Request For Quotations
 Open-end Contract for
 West Virginia State Parks, Forests and Wildlife Management Areas
 Geo-textile Fabric, Engineered Wood Fiber, Pressure Treated Wood Border and Edging
 Anchors

Regional Map – Distribution of Parks, Forests and Wildlife Management Areas:



DNR210015
Request For Quotations
Open-end Contract for
West Virginia State Parks, Forests and Wildlife Management Areas
Geo-textile Fabric, Engineered Wood Fiber, Pressure Treated Wood Border and Edging
Anchors



Routes on map are approximate and are not the only highways in an area. For exact routes refer to the official West Virginia highway map.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: Garick
Date: 8-19-09

Signed: Phatrel Conway
Title: Senior Manager

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Granick
Authorized Signature: [Signature] Date: 8-19-09

CERTIFICATE

ISSUE DATE: 8/19/2009



In the interest of public playground safety, IPEMA provides a third-party certification service whereby Detroit Testing Laboratory, Inc. validates a manufacturer's conformance to the ASTM F 2075 Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

The manufacturer listed below has received written validation from Detroit Testing Laboratory, Inc. that the products listed below conform with the requirements of ASTM F 2075

Manufacturer

Garick Corporation
13600 Broadway Avenue,
Cleveland, OH 44125
United States

BRAND NAME

Kids Karpet





Detroit Testing Laboratory, Inc.

7111 E. 11 Mile Road, Warren, MI 48092-2709 • (586) 754-9000 • FAX (586) 754-9045 • www.dtl-inc.com

TEST REPORT

The Garick Corporation
13600 Broadway Avenue
Cleveland, Ohio 44125

DTL REPORT NO 071509 Rev 1
REPORT DATE 02/18/04
RECEIVE DATE 07/22/02
CUSTOMER REF

ATTN: Ms. Julie Sarada

SAMPLE DESCRIPTION

The Garick Corporation submitted approximately sixty (60) cubic feet of loose-fill wood material to be tested, identified by the Garick Corporation as Kid's Karpet. Testing performed 8/14/02 and 8/16/02.

WORK REQUESTED/TEST SPECIFICATIONS

Wheelchair Accessibility Testing

1. Wheelchair work measurements method – Straight propulsion with no material on a flat surface with a grade of 7.1%.
2. Wheelchair work measurement method – Straight propulsion with material and no grade.
3. Wheelchair work measurement method – Turning 90° with no material on a flat surface with a grade of 7.1%.
4. Wheelchair work measurement method – Turning 90° with material and no grade.

ASTM F 1951-99, determination of accessibility of surface systems under and around playground equipment.

Engineered Wood Fiber

To perform hazardous metals testing in accordance with section 8, hazardous metals test.

ASTM F2075-01 standard specification for engineered wood fiber for use as a playground safety surface under and around playground equipment.

CONCLUSION

Wheelchair Accessibility Test

ASTM F1951-99, the average work force per Newton Meter measured lower when rolling over the Kid's Karpet material, 12" depth, than when rolling on a flat surface with 7.2 % grade. The tested material passed the specification requirements.

Engineered Wood Fiber

ASTM F2075-01a, section 8, the material tested met the requirements of the above standard, section 8, hazardous metals.

TEST RESULTS

Wheelchair Accessibility

Test material (12" depth Kid's Karpet), was placed into fixture in 4" layers and tamped using a 10" X 10" hand tamper until a depth of 12" was achieved. Material was tested propelling the wheelchair with four (4) even pushes across the material 6.56 ft. within eight (8) seconds. This procedure was repeated five times for each test (Straight and turn propulsion).

Results:

Run #, and Type	Kid's Karpet	
	No Material Work per Newton Meter	With Material Work per Newton Meter
Straight Run 1	12.098 N.m	11.570 N.m
Straight Run 2	11.569 N.m	11.676 N.m
Straight Run 3	11.198 N.m	11.380 N.m
Straight Run 4	12.160 N.m	11.313 N.m
Straight Run 5	11.696 N.m	11.392 N.m
Average	11.787 N.m	11.447 N.m
Turn Run 1	11.538 N.m	11.027 N.m
Turn Run 2	11.932 N.m	11.245 N.m
Turn Run 3	11.611 N.m	10.635 N.m
Turn Run 4	12.064 N.m	10.876 N.m
Turn Run 5	12.695 N.m	10.283 N.m
Average	11.869 N.m	10.846 N.m

ASTM F1951-99 work per Newton Meter (N.m) average was determined discarding the high and low work per Newton meter values and averaging the three remaining trials.

- Average work per Newton meter straight, no material, grade of 7.1% = 11.787 N.m.
- Average work per Newton meter straight propulsion with material and no grade = 11.44 N.m
- Average work per Newton meter turn, no material, grade of 7.1% = 11.869 N.m.
- Average work per Newton meter turn, with material, no grade = 10.846 N.m.

Engineered Wood Fiber

Hazardous Metals test Procedure:

A one gallon sample of (Kid's Karpet) material was selected and dried to prevent particle clinging. Sample material was placed into a No. 35 sieve and mechanically agitated to obtain a total 3g test sample. The 3g sample was then mixed with 50 times its max mass of an aqueous solution of 0.08 mol. / hydrochloric acid, and shaken for one (1) minute. The acidity of the mixture was checked for proper pH level, then allowed to stand for one hour. Solids within the mixture were separated by filtration through a membrane filter and analyzed in determination of elements present. Please refer to results below.

4.5.2 per 8.0 hazardous metals test

Results: Kid's Karpet

Permissible Values (maximum soluble migrated element in PPM)

Antimony (Sb)	Arsenic (As)	Barium (Ba)	Cadmium (Cd)	Chromium (Cr)	Lead (Pb)	Mercury (Hg)	Selenium (Se)
60	25	1000	75	60	90	60	500
Analytical Results per 8.4.6							
<10	<10	<40	<10	<20	<10	<.5	<10

TEST EQUIPMENT

Wheelchair Accessibility

- DTL wheelchair Accessibility fixture
- Stram gauge reaction torque sensor, Lebow, Model 2110-20-500, 10 #09715-Z, calibrated to 8/14/02.
- Signal conditioner, Daytronics, Model 3370, ID#09365, calibrated to 12/11/02.
- Mitutoyo digital protractor, model Pro 360, ID #08696, calibrated to 6/19/03.
- Quickie wheelchair, Model Q2.
- Taylor digital Humidiguide, Model 5566, ID# 09887, calibrated to 10/9/02.
- Four (4) foot level.

Engineered Wood Fiber – Hazardous Metals

CSC scientific sieve shaker.

W.S. Tyler, No. 35 sieve, DTL ID#10281, calibrated to 4/11/05.

Envirotronics environmental chamber, DTL ID#EC034, calibrated to 10/5/02.

Acculab digital scale, model SV-50, DTL ID#09370, calibrated to 4/22/03.

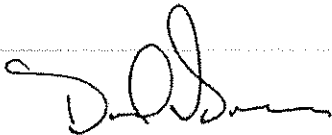
Detroit Testing Laboratory, Inc.'s calibration system meets the requirements of ISO 17025:1999.

SAMPLE DISPOSITION

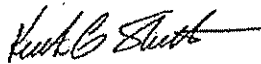
The sample will be retained for 30 days, then disposed of at the discretion of DTL unless otherwise instructed by the Garick Corporation.

Reported by:

DETROIT TESTING LABORATORY, INC.



David Splane
Certification Programs coordinator



Keith Shelton
Certification Manager
DS/KS/jg

Kids Karpet™

10 Year Performance Limited Warranty

This limited warranty applies to The Garick Corporation Engineered Wood Fiber Material called **Kids Karpet™**.

Kids Karpet™ is warranted by The Garick Corporation to the original purchaser to meet or exceed Playground Surfacing Guidelines of ten (10) years from the certified date of delivery subject to the conditions and exclusions listed below.

WARRANTY PERFORMANCE:

The Garick Corporation's entire liability and the purchaser's remedy in the event the Material does not conform to the Limited Warranty, shall be, at The Garick Corporation's option, the replacement of the defective Material or a refund, but shall not include removal, installation, or consequential damages.

CONDITIONS:

This Limited Warranty is conditional upon the Material being properly installed and maintained by the purchaser in accordance with the written instructions and guidelines provided by The Garick Corporation.

ACTS INVALIDATING WARRANTY:

Failure to install all Materials delivered, incorrect installation, failure to maintain a minimum depth of 12", use of the Material with other products not provided by The Garick Corporation, inadequate drainage, lack of or improper maintenance, abnormal use, or vandalism shall void this Limited Warranty and The Garick Corporation, its associates and employees, from responsibility with respect to damages resulting there from.

In addition, changed impact attenuation characteristics created by sand or other foreign materials tracked into the Engineered Wood Fiber are not covered by this warranty.

DISCLAIMER:

The Garick Corporation disclaims any other Warranties expressed or implied, including but not limited to implied Warranties of fitness or merchantability and fitness for a particular purpose.

In no event shall The Garick Corporation or its suppliers, associates or employees be liable for any damages whatsoever (including and without limitation, damages for loss of business profits, business interruption, claims for personal injury or property damage or other pecuniary loss) arising out of the use or inability to use the Materials, even if The Garick Corporation has been notified of the possibility of such loss. Because some states do not allow the exclusion of limitations of liability for consequential or incidental damages, the above limitation may not be applicable to you.

Acceptance of the Material constitutes acceptance of the terms of the Limited Warranty.

LEGAL REMEDIES:

This Limited Warranty gives you specific legal rights. You may have other rights that vary from state to state.

CUSTOMER SERVICE:

Contact The Garick Corporation at 1-800-242-7425 or 216-581-0100. Visit our web site at www.garick.com or www.kidskarpet.com or write to us at: The Garick Corporation, 13600 Broadway Ave. Cleveland, OH 44125



KIDS KARPET
VIRGIN ENGINEERED WOOD FIBER
SPECIFICATIONS

99% - 100% passing by weight through a 3/4" screen

85% - 100% passing by weight through a 3/8" screen

0% - 15% passing by weight through a #16 screen (sawdust)

The material must contain less than 0.04% (1 cubic foot per 100 cubic yards) of pieces greater than 3" in length. No recycled material, including pallets, will be accepted. The material must not contain any metal, plastics, or other debris including but not limited to Formica, cardboard, particleboard, or plywood.

Any material rejected by Garick and/or its customers as not confirming to product specifications or as otherwise unsuitable or unfit, shall be removed promptly by the supplier from the premises of Garick's customers and proper confirming product shall be supplied in its place at no charge to Garick and/or its customers.