



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
DNR210066

PAGE
1

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

\*615113726 800-385-0075  
 PLAYGROUND SPECIALIST INC  
 17352 N SETON AVE  
 EMMITSBURG MD 21727

VENDOR

SHIP TO

DIVISION OF NATURAL RESOURCES  
 GREENBRIER STATE FOREST  
 ATTN: PARK SUPERINTENDENT  
 HC30, BOX 154  
 CALDWELL, WV  
 24925-9709 536-1944

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/22/2009				

BID OPENING DATE: 11/24/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		650-38		
<p><b>No Bid!</b></p> <p>PLAYGROUND EQUIPMENT FOR GREENBRIER STATE PARK</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH PLAYGROUND EQUIPMENT FOR GREENBRIER STATE PARK PER THE ATTACHED SPECIFICATIONS.</p> <p>NO INSTALLATION IS REQUIRED.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 11/16/2009 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 DEC -7 P 12:22

PURCHASING DIVISION  
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	800/385-0075	10/29/09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Sales Manager	52-2112 887		

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

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

- 1. ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW:** 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.
- 3. NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
- 4. COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- 6. ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
- 8. CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
- 10. LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
- 11. TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
- 12. RENEWAL:** 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."



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 304-558-2596**


**\*615113726 800-385-0075**  
**PLAYGROUND SPECIALIST INC**  
**17352 N SETON AVE**  
  
**EMMITSBURG MD 21727**

**DIVISION OF NATURAL RESOURCES**  
**GREENBRIER STATE FOREST**  
**ATTN: PARK SUPERINTENDENT**  
**HC30, BOX 154**  
**CALDWELL, WV**  
**24925-9709 536-1944**

DATE PRINTED <b>10/22/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/24/2009** 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 ...PLAYGROUND SPECIALIST INC						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE <b>800/385-0075</b>	DATE <b>10/29/2009</b>	
TITLE <b>SALES MANAGER</b>	FAX <b>52-2132887</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/22/2009				

BID OPENING DATE: **11/24/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>COMPANY            ..... 10/29-2009 .....            DATE</p>						
<p>REV. 11/96</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</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> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>St Sep</i>	TELEPHONE <i>800/385-0075</i>	DATE <i>10/29/2009</i>
TITLE <i>Sales Mgr.</i>	FEIN <i>52-2132887</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/22/2009				

BID OPENING DATE: **11/24/2009**      BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	SEALED BID					
	BUYER:			KRISTA FERRELL-FILE 21		
	RFQ. NO.:			DNR210066		
	BID OPENING DATE:			11/24/2009		
	BID OPENING TIME:			1:30 PM		
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					
						301/271-9239
	CONTACT PERSON (PLEASE PRINT CLEARLY):					
						STEVEN SLIFER
	***** THIS IS THE END OF RFQ DNR210066 ***** TOTAL:					
						<u>No Bid</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	800/385-0075	10/29/2009	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Sales MGR	52-2132 887		

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/25/2009				

BID OPENING DATE: 12/08/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 3		
				THIS ADDENDUM IS ISSUED TO:		
				1.) ANSWER ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE REQUEST FOR QUOTATION AND		
				2.) EXTEND THE BID OPENING DATE.		
				BID OPENING DATE IS EXTENDED TO: 12/08/2009 .		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 3 *****		
0001	1	LS		650-38		
				PLAYGROUND EQUIPMENT FOR GREENBRIER STATE PARK		
				***** THIS IS THE END OF RFQ DNR210066 ***** TOTAL:		

*NO BID*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 800/385-0075 DATE: 12/3/09  
 TITLE: SALES MANAGER FEIN: 52 2132 887 ADDRESS CHANGES TO BE NOTED ABOVE

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

**RFQ#: DNR210066-Playground Equipment for Greenbrier State Forest**  
**Addendum No. 3**  
**Technical Questions and Answers**

- 1.) Concerning RFQ 21-066, our safety people don't feel that this unit meets ADA. Do we design our nit based on the info supplied, or make it compliant.

Answer: It is a requirement that the playground equipment requested in RFQ DNR210066 is ADA compliant per page 4 of the playground specification sheets.

- 2.) These specs can only be met by American Playground Corporation. Will you accept alternates that don't meet specs?

Answer: No. Bids must meet all mandatory requirements. Equipment must integrate with existing playground equipment which will still be in use at the park. The metal structures are necessary to preserve Greenbrier State Forest as a CCC (Civilian Conservation Corps) era facility.

- 3.) Add the attached page to the specifications inadvertently omitted from the original specifications.

**DNR210066****Greenbrier State Forest Playground Specifications**

To supply playground equipment to offer play activities for children ages two (2) to twelve (12) at Greenbrier State Forest, West Virginia. Forest personnel will install all playground equipment. The award may be split if it is in the best interest of the West Virginia Division of Natural Resources. All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the goods. Delivery must be made within thirty (30) days of purchase order award.

American Playground All Metal Senior Spiral Slide, #L1015, or equal. Platform height – 12 feet, minimum; the chute must be a minimum .125" thick type 3003H14 aluminum with a minimum Tensile Strength of 22,000 psi and a minimum Yield Strength of 21,000 psi. This material must meet or exceed the following specifications: ASTM B209, QQA 250/2. The aluminum slide must be coated with a TGIC polyester powder coating in conformance with the specifications outlined herein. Solid and continuous aluminum chute walls must be a minimum .125" thick, reinforced by minimum 1.0625" diameter safety railings. The sidewalls must spiral from 9" to 16" height. The entry must be 1/8" minimum, non-slip aluminum deck plate over a minimum 1/8" thick aluminum sheet formed with a 31" high minimum safety enclosure. The support mast must be one piece made of a minimum 5" Schedule 40 pipe (5.563 outside diameter minimum, and .258 minimum wall). The chute exit must be double wall construction.

American Playground All Metal Junior Spiral Slide, #L815, or equal. Platform height – 7 feet, minimum; the chute must be a minimum .125" thick type 3003H14 aluminum with a minimum Tensile Strength of 22,000 psi and a minimum Yield Strength of 21,000 psi. This material must meet or exceed the following specifications: ASTM B209, QQA 250/2. The aluminum slide must be coated with a TGIC polyester powder coating in conformance with the specifications outlined herein. Solid and continuous aluminum chute walls must be a minimum .125" thick reinforced by a minimum 1.0625" diameter safety railings. The sidewalls must spiral from 9" to 16" height. The entry must be a minimum 1/8" non-slip aluminum deck plate over a minimum 1/8" thick aluminum sheet formed with a 31" high minimum safety enclosure. The support mast must be one piece made of a minimum 5" Schedule 40 pipe (5.563 outside diameter minimum, and .258 minimum wall). The chute exit must be double wall construction.

American Playground Finest Merry-Go-Round, #M1500, or equal. Platform to be a minimum 10' diameter constructed of a minimum 14 gauge steel safety tread plate (Powder Coated Multi-Color pies); center shaft must be a minimum 3-1/4" x 0.375" wall steel tubing fitted with revolving assemblies, housed in a minimum 4-1/2" schedule 40 steel pipe; fitted with Zerk lubricated 1-1/4" ball bearings with 3-1/2" x .19" wall oil impregnated bronze bearings; hand rails are a minimum 1.625" x 11 gauge galvanized pipe (Non-Powder Coated).

American Playground See - Saw, #WA1002, or equal. Two beams 10" long constructed of a minimum 1.9000 O.D. x 11 gauge (Non Powder Coated) galvanized pipe; frame pipe a minimum 2.375 X 11 gauge (Non Powder Coated) galvanized pipe; seats saddle shaped constructed from