



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**

RFQ COPY
 TYPE NAME/ADDRESS HERE

NVB Playgrounds, Inc.
 10725 Hidden Oak Way
 Indianapolis, IN 46236
 877-826-2776 / www.aaastateofplay.com

**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	(SEE BREAK-OUT)	\$52,820.78
<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>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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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 10725 Hidden Oak Way
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 877-826-2776 / www.aaastateofplay.com

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

DATE PRINTED: 10/22/2009	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.: DNR. 210066						
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 ..NVB. PLAYGROUNDS. INC.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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PROPERTY

NVB Playgrounds, Inc.
 10725 Hidden Oak Way
 Indianapolis, IN 46236
 877-826-2776 / www.aastateofplay.com

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	FOB	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 11/5/2009 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>						

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	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>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: DNR210066</p> <p>BID OPENING DATE: 11/24/2009</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: <i>317-823-3567</i></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): <i>KEVIN VAN WYE</i></p> <p>***** THIS IS THE END OF RFQ DNR210066 ***** TOTAL: <u>\$52,820.76</u></p>						

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Greenbrier State Forest Playground Equipment
PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
1	1	American Playground All Metal Senior Spiral Slide, #L1015, or equal.	\$ 8,711.82	\$ 8,711.82
2	1	American Playground All Metal Junior Spiral Slide, #L815, or equal.	\$ 6,537.27	\$ 6,537.27
3	1	American Playground Finest Merry-Go-Round, #M1500, or qual.	\$ 5,858.18	\$ 5,858.18
4	1	American Playground See - Saw, #WA1002, or equal.	\$ 1,114.42	\$ 1,114.42
5	1	American Playground All Metal Modular Play Structure, #APS60035, or equal.	\$ 30,599.09	\$ 30,599.09
		TOTALS	\$ 52,820.78	\$ 52,820.78

NVB Playgrounds, Inc.

10725 Hidden Oak Way

Indianapolis, IN 46236

877-826-2776 / www.aastateofplay.com

Greenbrier State Forest
PLAYGROUND EQUIPMENT SHEET

Please complete the below information concerning the brand(s) of equipment being bid in relation to this project. If bidding in or equal in brands, please attach manufacturer's literature documenting that it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the Request For Quotation.

Item No.	Equipment	Manufacturer	Model
1	American Playground All Metal Senior Spiral Slide, #L1015, or equal.	American Playground	# L1015
2	American Playground All Metal Junior Spiral Slide, #L815, or equal.	American Playground	# L815
3	American Playground Finest Merry-Go-Round, #M1500, or equal.	American Playground	# M1500
4	American Playground See - Saw, #WA1002, or equal.	American Playground	# WA 1002
5	American Playground All Metal Modular Play Structure, # APS60035.	American Playground	# APS60035

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DATE PRINTED	TERMS OF SALE	SHIP/MA	FOB	FREIGHT TERMS
10/28/2009				
BID OPENING DATE:	11/24/2009	BID OPENING TIME		01:30PM

LINE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO REPLACE THE SPECIFICATIONS PER THE ATTACHED REVISED SPECIFICATIONS AND PRICING SHEETS.						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		650-38		
PLAYGROUND EQUIPMENT FOR GREENBRIER STATE PARK						
***** THIS IS THE END OF RFQ DNR210066 ***** TOTAL:						<u>\$ 52,820.78</u>

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American Playground Warranty Info

100 YEAR LIMITED WARRANTY against 1) structural failure due to corrosion and/or natural deterioration or 2) manufacturing defects.

- For all Modular Structure Posts and Clamps
- For all Swing Set Castings
- For all Bicycle Racks

15 YEAR LIMITED WARRANTY against 1) structural failure due to corrosion and/or natural deterioration or 2) manufacturing defects.

- For all Modular Structure Decks and Metal Components
- For all Metal Posts used in Swings, Slides
- For all Merry-Go-Round Platforms and Handrails
- For all Aluminum and Stainless Steel Slide Bedways

10 YEAR LIMITED WARRANTY against 1) structural failure due to corrosion and/or natural deterioration or 2) manufacturing defects.

- For all Modular Structure Plastic Components
- For all Recycled Plastic Products
- For all Basketball Posts, Backboards, Rims

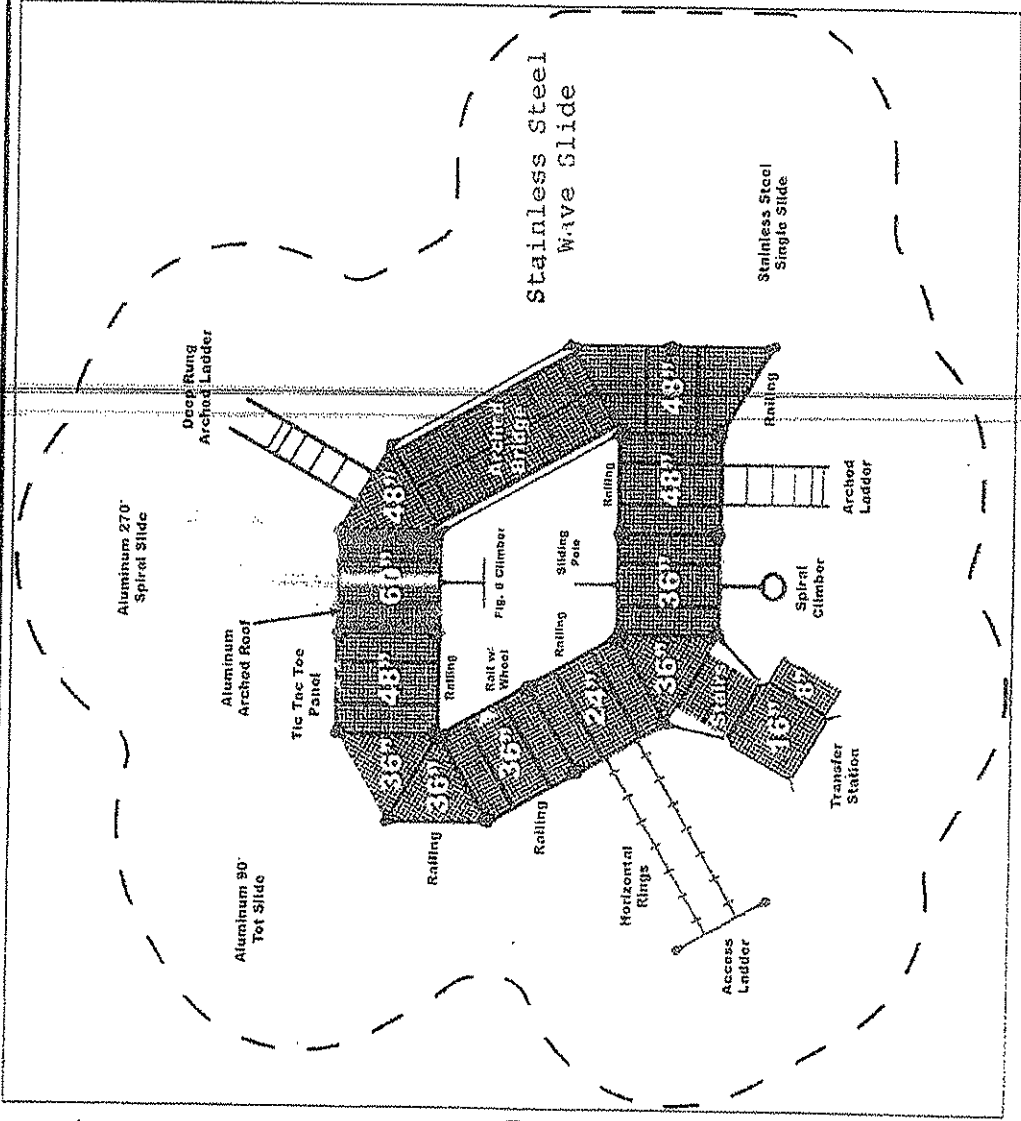
5 YEAR LIMITED WARRANTY against 1) structural failure due to corrosion and/or natural deterioration or 2) manufacturing defects.

- For all Swing Set Chains, 'S' Hooks, and Hanger Bearings
- For all Regulation Soccer Goals with Rear Crossbars
- For all Junior Soccer Goals

WARRANTIES are valid only if products are assembled and installed in accordance with manufactures instructions. Products not specifically noted above are Warrantied for one (1) year. Warranties are void if products have not been properly maintained, show signs of abuse, vandalism, neglect or misuse, or have been modified without the approval of American Playground Corporation®.The above warranties do not cover cosmetic damage due to normal wear. However, excessive wear may be covered solely at American Playground's discretion. American Playground Corporation® shall not be responsible for the cost of any transportation, labor for removal of equipment, nor for the labor cost of reinstallation of replaced or repaired products.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR USE. AMERICAN PLAYGROUND CORPORATION SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**APS60035
Layout View**



39'

44'

Use Zone



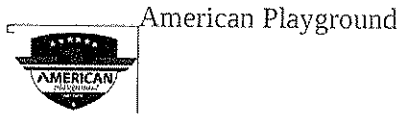
Accessibility	0
Elevated Play Components	0
Ground Level Play Components	0
Types	0

ASTM F1487

Ages: 5-12

800.541.1602
WWW.AMERICAN-PLAYGROUND.COM

AMERICAN PLAYGROUND CORPORATION



ASTM & CPSC COMPLIANCE

American Playground products are manufactured to ASTM and CPSC standards. All of our manufactured products are fully inspected before they leave our facility. Saving Lives and Keeping Families Safe is American Playground's number one priority.

The safety of each individual piece of playground equipment as well as the layout of the entire play area should be considered when designing or evaluating a playground for safety. There are several key factors to keep in mind when laying out a playground: Accessibility, Age separation, Conflicting activities, Sight lines, Signage and/or labeling. Because all playgrounds present some challenge and because children can be expected to use equipment in unintended and unanticipated ways, adult supervision is highly recommended.

On choosing playground surfacing American Playground always chooses ASTM approved Playground mulch. Loose-fill materials will compress at least 25% over time due to use and weathering. This must be considered when planning the playground surfacing. CPSC strongly recommends against installing playgrounds over hard surfaces, such as asphalt, concrete.

American Playground ensures that the users cannot ingest, inhale, or absorb potentially hazardous amounts of preservative chemicals or other treatments applied to the equipment as a result of contact with playground equipment. All of our paints and other similar finishes meet the current CPSC regulation for lead in paint (0.06% {600ppm} maximum lead by dry weight. American Playground recommends that all painted surfaces should be maintained to prevent corrosion and deterioration.

American Playground strongly encourages following all instructions from the manufacturer when assembling and installing equipment. After assembly and before its first use, equipment should be thoroughly inspected by a person qualified to inspect playgrounds for safety. American Playground has a certified installer in our facility that will be more than happy to answer any questions you may have when installing your playground structure.