



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header  10

 List View 

**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

**Procurement Folder:** 453854

**SO Doc Code:** CRFQ

**Procurement Type:** Central Purchase Order

**SO Dept:** 0403

**Vendor ID:**  

**SO Doc ID:** DBS1800000009

**Legal Name:** DAVIS ATHLETICS LLC

**Published Date:** 6/14/18

**Alias/DBA:**

**Close Date:** 6/19/18

**Total Bid:** \$142,500.00

**Close Time:** 13:30

**Response Date:**  

**Status:** Closed 

[Apply Default Values to Commodity Lines](#)

[View Procurement Folder](#)



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Playground System				\$142,500.00

Comm Code	Manufacturer	Specification	Model #
49221532			

**Extended Description :** Lump sum price to furnish all labor, material, equipment, supplies and transportation and to perform all work as specified in the bidding documents.

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:**

WV039253

**Classification:**

GENERAL BUILDING

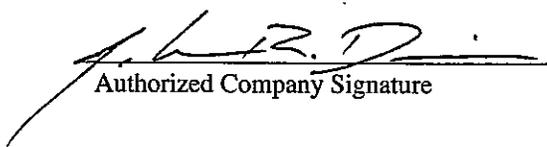
DAVIS ATHLETICS LLC  
DBA DAVIS ATHLETICS LLC  
2325 LIBERTY STREET  
PARKERSBURG, WV 26101

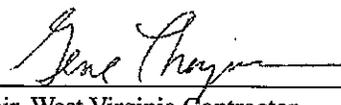
**Date Issued**

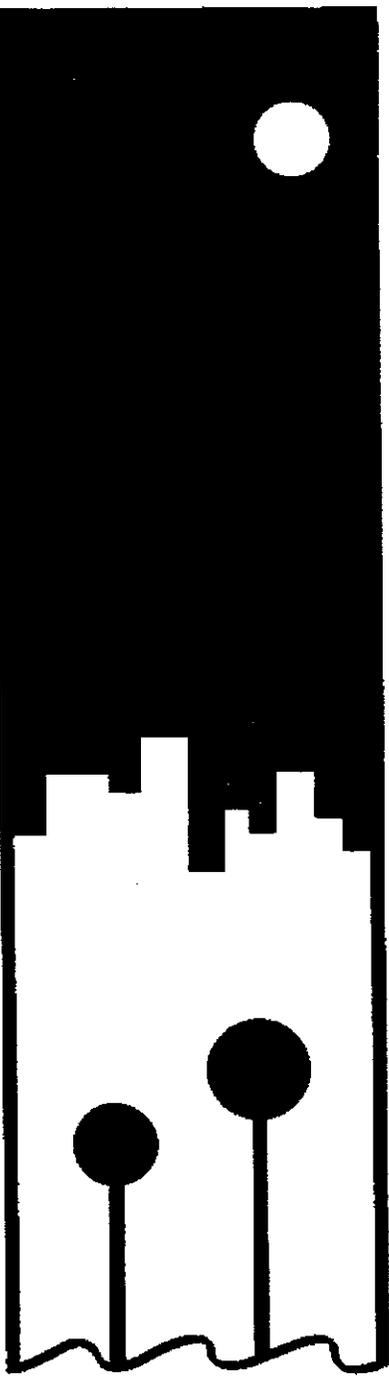
JULY 20, 2017

**Expiration Date**

JULY 20, 2018

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

# State of West Virginia



## Certificate

*I, Betty Ireland, Secretary of State of the  
State of West Virginia, hereby certify that*

**DAVIS ATHLETICS, LLC**

Control Number: 74851

has filed its "Articles of Organization" in my office according to the provisions of West Virginia Code §§31B-2-203 and 206. I hereby declare the organization to be registered as a limited liability company from its effective date of March 31, 2005 until the expiration of the term or termination of the company.

Therefore, I hereby issue this

### **CERTIFICATE OF A LIMITED LIABILITY COMPANY**



*Given under my hand and the  
Great Seal of the State of  
West Virginia on this day of  
March 31, 2005*

*Betty Ireland*

Secretary of State

# WEST VIRGINIA SCHOOL FOR THE DEAF AND BLIND



## Model No. B502610R1

Posts | Blue  
 Accents | Yellow  
 Roof | Blue & Yellow  
 Roto-Molded Plastic | Blue  
 HDPE Plastic | Blue-White-Blue

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 1-800-265-5462 | Fax 519-426-1132 | www.hendersonplay.com  
 11 Gilbertson Drive, Simcoe, Ontario, Canada, N3Y4K8  
 This drawing is not to be reproduced in any way without prior approval from Henderson Recreation.

## Components

- |                                   |                               |                                   |                           |                                 |
|-----------------------------------|-------------------------------|-----------------------------------|---------------------------|---------------------------------|
| 6 Half Hex Deck                   | 2 Triangle Deck               | 1 SpaceWalk 5'                    | 1 Musical Chime Panel     | 1 "Accessible Step Deck 24"**** |
| 6 "166" - 5 Round Post - No Cap"  | 2 Playsteel TalkTube (1 only) | 1 Single Slide Plastic Hood       | 1 Maze Wheel Mini Panel   | 1 Inclusive Orbit               |
| 6 "142" - 5 Round Post - No Cap"  | 2 "Infill Panel 6"****        | 1 Single Slide 2'                 | 1 Handi-Hold Climber 3'   | 1 Melody                        |
| 4 Square Deck                     | 2 "Infill Panel 12"****       | 1 Sign Language Panel             | 1 Finger Maze Panel       | 1 Contrabass Chimes             |
| 4 Grab Bar                        | 2 Double Slide Plastic Hood   | 1 Safety Railings (set of 2)      | 1 Farm Animal Sound Panel | 1 Tuned Drums                   |
| 2 Wheelchair Ramp With Guardrails | 2 B5 Hex Roof                 | 1 Round Buzz Sound Panel          | 1 Drum Sound Panel        |                                 |
| 2 Wheelchair Barrier              | 1 Turn & Tumble Panel         | 1 Ring Climber 2'                 | 1 Drum Panel              |                                 |
| 2 Vertical Rail                   | 1 Transfer Station 2'         | 1 PlayShip Steering Wheel on Post | 1 Double Tot Slide 3'     |                                 |
|                                   | 1 Threshold                   | 1 Piano Sound Panel               | 1 Double Dare Slide 5'    |                                 |
|                                   | 1 "Stepping Stone 12"****     | 1 Non-Skid Balcony Deck           | 1 Braille Panel           |                                 |
|                                   | 1 Stepping Pod Climber 3'     |                                   | 1 Alphabet Panel          |                                 |

**Henderson®**  
 Providing Playground Fun



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 Providing Playground Fun



# GENERAL SPECIFICATIONS

## Playground Equipment Designs

It is the opinion of the manufacturer that playground equipment designs are developed in compliance with the most recent published edition of the following safety standards:

- CAN/CSA-Z614 Children's PlaySpaces and Equipment
- ASTM F 1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
- U.S. Consumer Product Safety Commission (CPS) Handbook for Public Playground Safety
- Americans with Disabilities Act (ADA) accessibility standards

## Uprights

PlaySteel® vertical uprights for PlaySteel® Max are 5" (127mm) x 11 gauge (3mm), PlaySteel® Fit are 3.5" (89mm) x 13 gauge (2.3mm), PlayTots™ are 2.375" O.D x 11 gauge. Outer surfaces are zinc-plated and inner surfaces are treated to resist corrosion. All posts are powder-coat painted. All PlaySteel® post caps are alloy 319 cast aluminum with 0.1875" (5mm) top thickness, 0.125" (3mm) side thickness, and 0.34375" (9mm) corner thickness. Post caps are secured to posts. Post caps are powder-coat painted to match posts unless otherwise requested.

## Steel Components

Steel tube components are galvanized steel tube with 0.6 mil (0.015mm) zinc coating and 0.5 mil (0.013mm) internal corrosion coating. Steel tube components comply with ASTM standards A-500 or A-513. All other steel is zinc-coated, plastisol-coated, or powder-coat painted, as specified. Steel tube components contain between 30% and 100% recycled content. Steel tube components are 95-98% recyclable.

## Hot Rolled Metal

Hot rolled metal is either 10 or 14 gauge perforated steel used on Park Amenities.

## Engineering Properties

- Young's Modulus of Elasticity 200 x 106 MPa at 20°C
- Density 7.87 g/cm3 at 20°C
- Coefficient of Thermal Expansion Low-Carbon/HSLA:
- 12.4 µm/m/°C in 20°C to 100°C range I-F Steel;
- 12.9 µm/m/°C in 20°C to 100°C range
- Thermal Conductivity Low-Carbon/HSLA: 89 W/m°C at 20°C
- I-F Steel: 93 W/m°C at 20°C
- Specific Heat 481 J/kg/°C in 50°C to 100°C range
- Electrical Resistivity 0.142 µΩm at 20°C

## Decks

PlaySteel® decks are a welded assembly of 12 gauge perforated sheet steel. Entire assembly plastisol coated to a thickness of .085-.150 in. Decks are pre-punched to receive components.

## Metal Preparation for Powder Coat Paint Finish

Metal preparation for powder coat paint finish consists of sandblasting. Parts are free of excess weld splatter.

## Powder-Coat Paint Finish

Polyester dry powder-coating is electrostatically applied and infrared oven cured. Finished membrane is 3-5 mil (0.076-0.127mm) and includes additives for

resistance to ultraviolet (U.V.) degradation. Finished membrane complies with the following performance standards:

- ASTM D 522 (Mandrel Bending)
- ASTM D 2794-90 (Impact)
- ASTM B 117-90 (Salt Spray Resistance)
- ASTM D 3359B (Cross Hatch Adhesion)
- ASTM D 2247-87 (Humidity Resistance)
- ASTM D 3363 (Pencil Hardness)
- ASTM D 822 (Weatherability)
- ASTM D 2454 (Overbake Resistance)

## Zinc Powder Coating

All welded and metal cut or fabricated parts are treated with a in-line zinc rich powder coated primer prior to receiving a powder coat painted finish.

## Welded Components

Welded components are Canadian Welding Bureau (CWB) certified under CSA standards W47.1 Div. 2.1.

## PVC Coating

A. PVC Coating (Poly-Vinyl Chloride): Prior to the application of PVC, all parts are cleaned with a state-of-the-art 6-stage wash system which utilizes environmentally safe chemicals and Nanotechnology to provide excellent corrosion resistance and paint adhesion when compared to traditional iron phosphate pretreatment systems. Once parts have passed through a dry off oven, a proprietary heat activated primer is applied. The primer is formulated to molecularly bond with the PVC formulation and provide superior adhesion to the metal substrate. Once the primer has dried, each part is pre-heated to a temperature no less than 350° F and submerged into liquid PVC. Play surfaces and wear surface on site amenities shall have coating thickness of .085-.150 in.

IMPORTANT NOTE: PVC shall comply with the Consumer Product Safety Improvement act of 2008 by having a concentration that does not exceed 0.1% of the following phthalates; DINP, DIDP, DNOP, DEHP, or BBP. This formulation is also free of heavy metals such as Lead and Cadmium.

B. The PVC physical properties shall have no less than:

Tensile strength of no less than 1500 psi per ASTM 412. Elongation of no less than 300% min per ASTM 412. Tear strength of no less than 250 lb./in. per ASTM 624. Hardness of 70 +/- 5 (Durometer, Shore A) per ASTM 2240. PVC formulated to withstand the requirements of outdoor UV exposure

The material will meet or exceed the requirements of the Federal Safety Standard MVSS 302 and UL 94 HB requirements

## Hardware and Fasteners

All hardware and fasteners are stainless steel or otherwise treated to resist corrosion. Hardware and fasteners are tamper resistant unless otherwise specified. All necessary hardware and fasteners are provided.

## Rotationally-Moulded Plastic Parts

Rotationally-moulded plastic parts are moulded from linear medium-density polyethylene resin with ultraviolet (U.V.) light stabilizers and colour moulded in. Rotationally-moulded plastic parts have an average wall thickness ranging from 0.125" (3mm) to 0.375" (10mm), as specified. Rotationally-moulded plastic parts comply with the following performance standards:

- ASTM D 790 (Flex Modulus)
- ASTM D 638 (Tensile Strength)
- ASTM D 648 (Heat Distortion Temperature)
- ARM-STD (Low Temperature Impact)

## 0.75" (19mm) Sheet Polyethylene Parts

0.75" (19mm) sheet polyethylene parts are stress-relieved high-density polyethylene with ultraviolet (U.V.) light stabilizers and anti-static guard. Sheet polyethylene parts contain maximum 67% recycled content and are 100% recyclable. Materials comply with:

- ASTM D 790 (Flex Modulus)
- ASTM D 638 (Tensile Strength)
- ASTM D 648 (Heat Distortion Temperature)

## Recycled Plastic

Recycled plastic is injection moulded 100% solid blended recycled plastic consisting of 96% polyolefins (HDPE/LDPE/PP), 2% PET, 1% PS, and 1% other. Recycled plastic is ultraviolet (U.V.) light resistant, skid resistant when wet, resistant to infestation by borers, and will not leach. Recycled plastic contains no preservatives. Specific gravity is 0.96. Expansion and contraction with 122°F (50°C) temperature variation is 0.3%. Melting point is 374°F (190°C). Compression strength is 1200 to 2400 lb/in2 (8274 to 16548 kPa) depending on profile. No absorption, solubility, or evaporation.

## 0.625" (16mm) Rope

0.625" (16mm) O.D. vandal-resistant, polypropylene-covered, galvanized steel strand fibre-core cable and 0.25" x 1.5" (6mm x 38mm) zinc.

## Orbis Arches

Orbis Arches are 2.375" (60.3mm) x 10 gauge (3mm) galvanized steel tube. Outer surfaces are zinc-plated and inner surfaces are treated to resist corrosion. Arches are screwed with 3/8" corrosion resistant self tapping screws in corresponding location for clamps. All arches are powder coated.

## Orbis Clamps

Orbis clamps are cast with the highest grade 356.1 aluminum. The clamps are then drilled with a ø1/2" hole to fit its 3/8" hardware and T-Nut. The Antigravity Clamp uses 3/8-16 x 3.00" tamper resistant hardware with a T-Nut. The Aphelion and Bridge Clamp use 3/8-16 x 3.50" tamper resistant hardware with a T-Nut. All clamps are powder coated.

## Post Caps

Post caps are alloy 319 cast aluminum.

## Marine Board (Anti-Skid Plastic)

Non Skid Plastic is 0.75" (19mm) anti-skid marine-grade polymer. Non Skid is specially formulated to withstand the rigors of harsh outdoor playground environments. It is UV-stabilized to resist damage and retain its beauty, even after years of direct sunlight. It does not splinter, crack, delaminate, rot, swell, or absorb water. Even under heavy foot traffic on playgrounds, it remains virtually maintenance-free. The color is integrated with the polymer and retains its vibrant appearance.

Materials comply with:

- ASTM D 790 (Flex Modulus)
- ASTM D 638 (Tensile Strength)
- ASTM D 648 (Heat Distortion Temperature)



# WARRANTY

## Lifetime

limited warranty on steel support posts against structural failure due to deterioration caused by defects in materials or manufacturing.\*

## Lifetime

limited warranty on Bolt-N-Go direct-bolt fastening systems against structural failure due to corrosion or deterioration caused by defects in materials or manufacturing.\*

## 20 Year

limited warranty on aluminum post caps and Orbis aluminum clamps against structural failure caused by defects in material or workmanship.\*

## 15 Year

limited warranty on steel rails, loops and rungs against structural failure due to corrosion or deterioration caused by defects in materials or manufacturing.\*

## 10 Year

limited warranty on polyethylene components, sheet plastic, and decks against structural failure due to corrosion or deterioration caused by defects in materials or manufacturing.

## 10 Year

limited warranty on all site amenities, including all benches, tables, litter receptacles and bike racks, against structural failure due to corrosion or deterioration caused by defects in materials and workmanship.\*

## 5 Year

limited warranty on Berliner Rope Play steel-core ropes and rubber components against structural failure caused by defects in material or workmanship.\*

## One Year\* General Warranty

Henderson Recreation warrants that all products not listed above will be free from defects in materials or manufacturing for one year.

## General Warranty Terms

All warranty periods start at the invoice date. If any breach of this warranty occurs within the applicable warranty period, upon proper notification in writing of the defect, Henderson Recreation will, at its option, either repair or replace the defective product or part. Henderson Recreation will provide a repaired or replacement product or part under the terms of this warranty free of charge, but will not be responsible for any freight costs associated with the warranty claim or any labour or other costs associated with dismantling the defective product or part or installing the replacement product or part. A replacement product or part provided pursuant to this warranty will be guaranteed only for the balance of the warranty period applicable to the original product or part.

## Warranty Claims

To be valid, all warranty claims must be submitted in writing promptly following discovery of the defect and within the specified warranty period. All warranty claims must be accompanied by a copy of the original invoice (or Henderson Recreation invoice number) and photograph(s) clearly identifying the defect in question.

## \* Items Not Covered By the Warranty

The following are not covered by the warranty: (i) products that are not installed in conformity with the layout plan and/or installation instructions provided by Henderson Recreation; (ii) products that have not been regularly inspected, maintained and serviced and in accordance with Henderson Recreation's instructions; (iii) products that have been subjected to misuse, abuse, negligence or accident; (iv) products that have been subjected to modification, alteration, repair or addition or substitution of parts by persons other than Henderson Recreation or Henderson Recreation's designees, in a manner which, in the sole judgment of Henderson Recreation, affects the operation or condition of the products; (v) products that have been moved after the initial installation; (vi) damage resulting from vandalism or abnormal use; (vii) damage resulting from Acts of God (such as lightning, tornadoes, etc.) or environmental factors (such as salt water, chemical sprays, etc.); (viii) damage due to normal wear and tear; and (ix) cosmetic issues, including but not limited to scratches, dents, marring, natural fading or fading of colours, discolouration and the weathering of wood (including but not limited to raised grain, splitting, checking, twisting, warping, shrinkage, swelling or any other physical property

of the wood). For the purpose of this paragraph, "weathering" does not include fungal decay or rot of any type, while "fungal decay" and "rot" mean attack by wood-destroying fungi that disintegrate the wood cell walls, but exclude surface mold and mildew fungi associated with the weathering of wood.

## Liability Exclusions

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF ANY HENDERSON RECREATION REPRESENTATIVE MAY ALTER OR AMEND OR BE SUBSTITUTED FOR THIS WARRANTY.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL HENDERSON RECREATION BE LIABLE IN CONNECTION WITH ANY PRODUCT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE FOR SUCH PRODUCT.

## Product Replacement

Henderson Recreation has a commitment to continuous product development and improvement and therefore reserves the right to make approved substitutions in design or specifications.

## Loss or Damage In Transit

Henderson Recreation cannot be held responsible for the loss or damage of products by common carriers. Please check the bill of lading carefully to ensure your product is in good order prior to signing it. After the product departs our plant(s), we are no longer responsible for any loss, damage, or shortage.

## Maintenance

The demand for safety requires regular inspection of playground structures for signs of wear and tear. All necessary repairs should be completed promptly by a qualified repair person. For more information on the regulations concerning playground equipment, installation, maintenance, and protective surfacing, please refer to your local and national safety standards.



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Simcoe, ON Canada N3Y 4K8  
1.800.265.5462 | www.hendersonplay.ca

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## **Freenotes Harmony Park Warranty**

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

**All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.**

This warranty is valid for purchases on or after January 1, 2016.

This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

### **FHP cannot warrant against:**

Theft, vandalism, misuse, negligence or accident.  
Scratches on paint, aluminum, or any finishes.  
Cosmetic issues or wear and tear from normal use.

# ASTM-F1487 COMPLIANCE CERTIFICATE

Organization:

Project:

Model:

## Compliance with Play Equipment Standards

Henderson Recreation Equipment Limited warrants that its products are designed and manufactured to meet or exceed the requirements of the most current edition of the ASTM F1487, "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use at the time of installation or shipment of the product.

For a period of 12 months from the date of installation or shipment, should a non-compliance to the Standard be identified that is caused by improper design, manufacturing or original installation procedure, Henderson Recreation Equipment Limited will make the necessary corrections to the equipment at its cost.

This ASTM compliance certificate does not apply when the cause of the non-compliance is the result of the following:

- Oversights by owner/operator or its designated inspectors that are not identified within the 12 month warranty period
- Oversights by third party inspectors that are not identified within the 12 month warranty period
- Failure of owner/operator to report any non-compliance to Henderson Recreation within the 12 month warranty period
- Vandalism

## Regarding Supply and Installation of Playground Equipment Only

This will confirm that the play ground equipment offered by Henderson Recreation is designed to comply with the most current edition of CAN/CSA -Z614, a Guideline on Children's Playspaces and Equipment, A National Standard of Canada.

In addition, Henderson Recreation Equipment Limited will undertake to ensure that the installation of the playground equipment proposed complies with the above mentioned standard if the equipment is installed by Henderson Recreation Equipment Limited or its designated agent.

- Abuse
- Damage caused by natural occurrences
- Improper maintenance procedures by owner/operator or designate
- Equipment alterations that are not performed by Henderson Recreation
- Amendments or complete revisions to CAN/CSA-Z614 or ASTM F1487
- Requirements exceeding the scope of CAN/CSA-Z614 or ASTM F1487 that are mandated by various licensing, regulatory or governmental authorities
- Comments and observations offered by play space inspectors related to the design, manufacture and installation of the equipment that exceed or are outside of the scope of CAN/CSA-Z614 or ASTM F1487

Yours truly,



Gordon Henderson, President  
Henderson Recreation Equipment Limited



**Henderson**

recreation equipment limited

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P.O. Box 68, 11 Gilbertson Drive  
Simcoe, ON Canada N3Y 4K8  
1.800.265.5462 | [www.hendersonplay.ca](http://www.hendersonplay.ca)

Rev. 03-13

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

JOHN R. DAVIS, MANAGING MEMBER  
(Name, Title)

JOHN R. DAVIS, MANAGING MEMBER  
(Printed Name and Title)

2330 BROAD ST, PARKERSBURG, WV 26101  
(Address)

304.428.3000 / 304.428.3002  
(Phone Number) / (Fax Number)

DAVIS ATHLETICS1 @ GMAIL.COM  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

DAVIS ATHLETICS, LLC  
(Company)

J.R. Davis JOHN R. DAVIS, MANAGING MEMBER  
(Authorized Signature) (Representative Name, Title)

JOHN R. DAVIS, MANAGING MEMBER  
(Printed Name and Title of Authorized Representative)

JUNE 19, 2018  
(Date)

304.428.3000 / 304.428.3002  
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

DAVIS ATHLETICS, LLC  
Company

J. L. R. D.  
Authorized Signature

JUNE 19, 2018  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION  
Playground Equipment and Poured In-Place Safety Surfacing

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- 11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**12. MISCELLANEOUS:**

- 12.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: JOHN R. DAVIS

Telephone Number: 304-428-3000

Fax Number: 304-428-3002

Email Address: DAVISATHLETICS1@GMAIL.COM

EXHIBIT A - Pricing Page

## ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: DAVIS ATHLETICS, LLC  
Contractor's License No.: WV- 039253

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Fred Davis

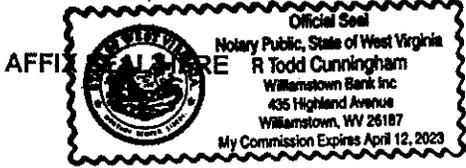
Authorized Signature: [Signature] Date: 6-19-18

State of WEST VIRGINIA

County of WOOD, to-wit:

Taken, subscribed, and sworn to before me this 19 day of JUNE, 2018.

My Commission expires 4-12, 2023



NOTARY PUBLIC [Signature]



**State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5**

STATE OF WEST VIRGINIA,  
COUNTY OF Wood, TO-WIT:

I, Fred Davis, after being first duly sworn, depose and state as follows:

1. I am an employee of Davis Athletics, LLC; and,  
(Company Name)
2. I do hereby attest that Davis Athletics, LLC  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

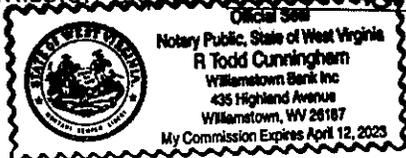
The above statements are sworn to under the penalty of perjury.

Printed Name: Fred Davis  
 Signature: Fred Davis  
 Title: OWNER/Managing Member  
 Company Name: Davis Athletics, LLC  
 Date: 6-19-18

Taken, subscribed and sworn to before me this 19 day of June, 2018.

By Commission expires June 2023

(Seal)



R. Todd Cunningham  
 (Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**



# Western Surety Company

**BID BOND**  
(Percentage)

Bond Number: 72045435

KNOW ALL PERSONS BY THESE PRESENTS, That we Davis Athletics, LLC  
\_\_\_\_\_ of  
2330 Broad St., Parkersburg, WV 26101, hereinafter  
referred to as the Principal, and Western Surety Company  
\_\_\_\_\_ ,  
as Surety, are held and firmly bound unto State of West Virginia  
of Dept. of Admin., 2019 Washington St. E., P. O. Box 50130, Charleston, WV 25305 ,  
hereinafter referred to as the Obligee, in the sum of Five ( 5 %) percent of the greatest  
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for \_\_\_\_\_  
WV Schools For The Deaf and The Blind  
\_\_\_\_\_

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be  
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or  
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the  
damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this  
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 19th day of June, 2018



Davis Athletics, LLC  
(Principal)  
By Arnd L Paris (Seal)

Western Surety Company  
(Surety)  
By John P Ballway (Seal)  
Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72045435

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint JOHN THOMAS BALLWAY

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Davis Athletics, LLC

Obligee: State of West Virginia

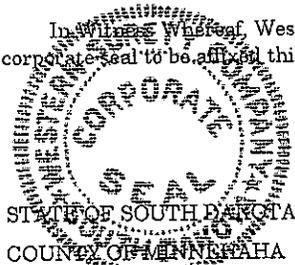
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72045435 is not issued on or before midnight of September 17, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 19th day of June, 2018.

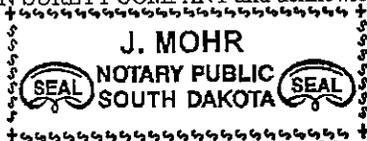


WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

On this 19th day of June, in the year 2018, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



*J. Mohr*

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 19th day of June, 2018.

WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.