



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.



Va. Playground Services
Little Tikes Commercial Equipment
Jim Benedict P.O. 1494
1607 East Market Street
Charlottesville, VA. 22902
jim@vaplaygrounds.com
434 249 2158 (cell)
434 296 3289 (fax)



Frank Whittaker
Purchasing Division
State of West Virginia
Department of Administration
2019 Washington St.
Charleston, WV 25305

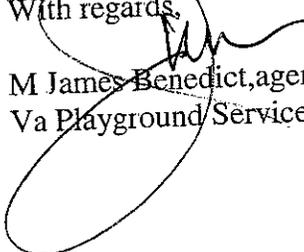
NBF
~~October~~ 8, 2008

RE DNR Playground RFP

To whom it may concern,

This letter and supporting bid documents represent our reply and price quote for the DNR Playground RFP for the referenced park site. We are quoting "as equal and better" to the specifications and item list indicated in this RFP. Our product is manufactured by Little Tikes Commercial factory, hereafter "LTC". This bid is offered by the factory by and thru the local WV agent Va Playground Services. We state that we comply fully with all requirements for ASTM 1487 and CPSC 325 and ADA and IPEMA third party guidelines. We have attempted to meet the specifications and stated requirements and drawings showing play events. Plan views and 3D renderings are attached. Our actual items list has been notated to indicate our intended "as equal and better" LTC equipment in place of vendor named in specs. Our post system is .5 inch OD uprights. Our swing arch posts are 5 inch OD and the support beam is 3.5 inch OD. Our Attachments are direct bolt. Our posts are .5 inch steel, prepared and powder coated in the colors requested. Some upright posts are not aluminum, but are heavy duty OD diameter steel, and powder coated steel with extra epoxy coating. Our posts offer 100 year warranty against defects. Recent equipment industry standards recommend this heavy duty steel in order to meet the demand for strength, durability, and low maintenance over time. We ask you to please review all attachments in support of our full compliance for this RFP.

With regards,


M James Benedict, agent
Va Playground Services and LTC

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, this Contract may be deemed null and void, and terminated 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 Alcohol 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 FOB 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
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DNR209039

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

RFQ COPY

TYPE NAME ADDRESS HERE

VENDOR

VA PLAYGROUND SERVICES AND
 LITTLE TIKES COMMERCIAL
 14276 RIVERSIDE DRIVE
 ASHLAND, VA, 23005

SHIP TO

DIVISION OF NATURAL RESOURCES
 TWIN FALLS RESORT STATE PARK
 ATTN: PARK SUPERINTENDENT
 RT. 97, PO BOX 667
 MULLENS, WV
 25882 304-294-6000

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/24/2008				

BID OPENING DATE: 11/13/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		650-38		\$88,328 ⁰⁰
<p>PLAYGROUND EQUIPMENT (NOT OTHERWISE CLASSIFIED)</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS TO PROVIDE PLAYGROUND EQUIPMENT TO TWIN FALLS STATE PARK, MULLENS WV, PER THE ATTACHED SPECIFICATIONS.</p> <p>A WALK THROUGH OF THE SITE WILL BE HELD ON OCTOBER 6, 2008 AT 10:00 AM, VENDORS ARE RESPONSIBLE FOR BEING FAMILIAR WITH THE SITE AND NECESSARY REQUIREMENTS OF THIS PROJECT.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS OCTOBER 9, 2008. AT 5:00 PM. ALL TECHNICAL QUESTIONS, IF ANY WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAME THE ACCEPTABLE LEVEL OF QUALITY ONLY INTENDED TO REFLECT A PREFERENCE OR PARTICULAR BRAND OR VENDOR. VENDORS ALTERNATES SHOULD SO STATE AND INCLU</p>						

RECEIVED

08 NOV 13 AM 11:07

PURCHASING DIVISION
STATE OF WV

SIGNATURE	SEE REVERSE SIDE FOR TERMS AND	TELEPHONE	DATE
M. James Benedict		077-282-2000	11-10-08
TITLE	FEIN	ADDRESS	STATED ABOVE
AGENT			

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



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
DNR209039

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE
 VA PLAY GROUND SERVICE
 LITTLE TIKES COMMERCIAL
 14276 RIVERSIDE DR
 ASHLAND, VA. 23005

DIVISION OF NATURAL RESOURCES
 TWIN FALLS RESORT STATE PARK
 ATTN: PARK SUPERINTENDENT
 RT. 97, PO BOX 667
 MULLENS, WV 25882
 304-294-6000

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/24/2008				

BID OPENING DATE: 11/13/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: DNR209039</p> <p>BID OPENING DATE: 11/13/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *James Benedict* NAME: JAMES BENEDICT TELEPHONE: 879 2822413 DATE: 11-10-08

TITLE: AGENT FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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



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
DNR209039

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
 TWIN FALLS RESORT STATE PARK
 ATTN: PARK SUPERINTENDENT
 RT. 97, PO BOX 667
 MULLENS, WV
 25882 304-294-6000

DATE PRINTED 09/24/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/13/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
TO CONTACT YOU REGARDING YOUR BID: <i>FAX 434 2963289 CELL 434 2492158</i>						
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>JIM BENEDICT</i>						
***** THIS IS THE END OF RFQ DNR209039 ***** TOTAL:						<i>\$ 88,328⁰⁰</i>

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'

TWIN FALL STATE PARK PLAYGROUND SPECIFICATIONS – CONTD.

All playground equipment and engineered wood fiber must meet the following requirements:

*YES
WOOD COVER
SEE LETTER*

*yes
yes
yes*

Compliance with U.S. Consumer Product Safety Commission, Handbook for Public Playground Safety.

Compliance with ASTM Standard F 1487.

Compliance with Architectural and Transportation Barriers Compliance Board, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Play Areas.

*YES
SEE ATTACHED*

Vendors must submit the following attachments:

- Complete manufacturer's parts specifications and warranties.
- Layout drawing to scale of the proposed play structure or equipment
- ASTM and CPSC Statement of Compliance

Additionally, all playground equipment should have UV protection on all rotational molded plastics and all vinyl coatings on posts, handrails, and roofs should have anti-microbial agents.

*YES
SEE ATTACHED*

Warranties:

- All equipment and 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.

The award may be split if it is in the best interest of the West Virginia Division of Natural Resources

Vendors must have a familiarity with the proposed areas for which the playground equipment is to be purchased and installed. Owner will conduct site walk through on (date) at (time) for interested parties.

Item No	Quantity	Description	Unit Price	Amount
		To supply playground equipment to offer play activities for children ages five (5) to twelve (12) at Twin Falls State Park, Mullens, West Virginia. There will be a total of three (3) separate playground areas for playground equipment is to be supplied. Park personnel will install all playground equipment.		
	LTC ↓	<p>MAIN PLAYGROUND AS EQUAL - LITTLE TIKES COMMERCIAL 5 INCH POST KID BUILDERS GameTime powerscape plus modular unit, or equal. Equipment must include the following components: GameTime clover climber or equal. GameTime poly climber wall or equal. GameTime challenge station base or equal. GameTime crazy eight climber or equal. GameTime cargo net wall attachment or equal. GameTime bubble climber or equal. GameTime cosmix climber or equal. Climber must be approximately 8' in height. GameTime track ride or equal. Ride must have minimum of a 3 deck span. GameTime cargo new wall attachment-double or equal. GameTime cargo net attachment or equal GameTime curve zip slide or equal GameTime overhead ladder/access package or equal. GameTime overhead tree climber/triangle transfer platform or equal. GameTime giant wave climber link or equal. GameTime washbone slide or equal GameTime arch bridge link or equal. GameTime wavy tree climber or equal. GameTime maze wheel or equal. GameTime answer wheel or equal. GameTime ADA gizmo panel or equal. SPRAL GameTime crunch bar/zip slide slide slide or equal. GameTime stepped platform or equal GameTime rock wall climber/slate roof or equal Roof extension must be a minimum of 24" with insert. GameTime flip slide with universal hood or equal.</p>		<p>↓ \$ 30,743.00</p>
1	1			

Item No	Quantity	Description	Unit Price	Amount
2	2 Rolls	Geo-Textile felt 2,250 sq. ft. roll or equal.	400 ⁻	800 ⁰⁰
3	3,407 Sq. Ft.	Engineered wood fiber at a minimum 8" compacted depth or equal F.O.B Destination. Freight and or delivery charges are to be included in the price of the goods. Delivery must be made within ninety (90) days of purchase order award.	.68/sf	2300 ⁰⁰
4	1		1 ⁰⁰	1 ⁰⁰
<p>LTC</p> <p>↓</p>		<p>Woodland Picnic Area Playground <i>LITTLE TIKES COMMERCIAL</i> GameTime powerscape plus modular unit, or equal. Equipment must include the following components: GameTime clover climber or equal. GameTime poly climber wall or equal. GameTime challenge station base or equal GameTime crazy eight climber or equal. GameTime cargo net wall attachment or equal. GameTime bubble climber or equal. GameTime cosmix climber or equal. Climber must be 8' minimum height. GameTime track ride or equal. Ride must have minimum 3 deck span. GameTime cargo new wall attachment-double or equal. GameTime cargo net attachment or equal. GameTime curve zip slide or equal. GameTime overhead ladder access package or equal GameTime overhead tree climber/triangle transfer platform or equal. GameTime giant wave climber link or equal. GameTime washbone slide or equal GameTime arch bridge link or equal GameTime wavy tree climber or equal. GameTime maze wheel or equal. GameTime answer wheel or equal. GameTime ADA gizmo panel or equal. <i>SPIRAL</i> GameTime crunch bar/zip slide <i>WIDERSLIDE</i> or equal. GameTime stepped platform or equal.</p>		<p>↓</p>
<p>↓</p>		<p>GameTime rock wall climber slate roof or equal. Roof extension must be a minimum of 24" with insert.</p>		<p># 33,109⁰⁰</p>

Item No	Quantity	Description	Unit Price	Amount
5	1	GameTime flip slide with universal hood or equal. LTC SWING FRAME	✓	✓
6	1	GameTime PrimeTime swing frame or equal. Swing must have a minimum of 3 1/2" OD. LTC FRAME ADD ON	✓	✓
7	1	GameTime PrimeTime swing add-a-bay or equal. Swing must a minimum of 3 1/2" OD. LTC SWING SEAT	✓	✓
8	2	GameTime PrimeTime 3 1/2" belt seat-galvanized chain or equal. LTC SWING SEAT	✓	✓
9	2	GameTime PrimeTime 3 1/2" enclosed tot-galvanized chain or equal	✓	✓
10	2 Rolls	Geo-Textile felt 2,250 Sq. Ft. roll, or equal	400-	800 ⁰⁰
11	1 Roll	Geo-Textile Felt 1,125 Sq. Ft. roll, or equal.	300-	300 ⁰⁰
12	5,084 Sq Ft.	Engineered wood fiber at a minimum 8" compacted depth or equal.	.68/SF	3432 ⁰⁰
13	1	F.O.B. Destination. Freight and or delivery charges are to be included in the price of the goods. Delivery must be made within ninety (90) days of purchase order award.	1	1
	LTC	Shelter 3 Playground LITTLE TIKES COMMERCIAL PLAY BUILDERS GameTime PrimeTime way cool or equal. Equipment must include the following components: GameTime PrimeTime crunch bar or equal GameTime skywheels or equal OH LADDER GameTime PrimeTime single steering wheel or equal. GameTime PrimeTime "D" ring package or equal. GameTime PrimeTime double trapeze ring or equal. GameTime PrimeTime therapeutic rings or equal. GameTime PrimeTime barrier enclosure or equal. GameTime PrimeTime poly climber wall or equal. GameTime PrimeTime contoured seat panel or equal.		

Item No	Quantity	Description	Unit Price	Amount
14	1	GameTime PrimeTime wavy tree climber or equal GameTime PrimeTime stepped platform or equal GameTime PrimeTime vertical climbing wall or equal. GameTime PrimeTime shingle roof. Roof extension must be a minimum of 24" with insert. GameTime PrimeTime F5 Spiral Slide GameTime PrimeTime wilder slide barrier enclosure with steering or equal. GameTime PrimeTime wheel double seat or equal. GameTime PrimeTime rung ladder or equal. GameTime PrimeTime Transfer Point GameTime PrimeTime corkscrew climber or equal.		<div style="text-align: center;">↓</div> \$ 15,301 ⁰⁰
15	1 Roll	Geo-Textile Felt 2,250 Sq. Ft Roll or equal.	500 ⁻	500 ⁰⁰
16	1,540 Sq. Ft	Engineered wood fiber at a minimum 8" compacted depth or equal.	.68/sf	1040 ⁰⁰
17	1	F.O.B. Destination. Freight and or delivery charges are to be included in the price of the goods. Delivery must be made within ninety (90) days of project award.	1 ⁻	1 ⁻
			TOTAL	\$ 88,328 ⁰⁰

\$ 88,328⁰⁰

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: _____ Signed: _____

Date: _____ Title: _____

N/A

*Check any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".

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:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: VA PLAYGROUND SERVICES - LTC A - 09113539

Authorized Signature: [Signature] Date: 11-10-08

LTC. Little Tikes Commercial Product Warranty Statement.

Full One-Year Warranty

PlayPower LT Farmington, Inc., (PPLT) warrants that if any product components fail due to defects in materials or workmanship, within one year from date of delivery, PPLT will repair or replace such defective components by providing free of charge replacement part(s) to the site. PPLT will not be responsible for the cost of labor for the removal of nor the cost of labor for the installation of repaired or replacement part(s). In addition, the following limited warranties apply from date of delivery for the following PPLT products and components:

Limited 100-Year Warranty

On all KidBuilders^a aluminum posts and steel clamps, under normal use and proper maintenance, against structural failure due to corrosion or deterioration from exposure to weather caused by defects in materials and workmanship.

Limited 100-Year Warranty

On KidBuilders^a, SkyBuilders^a, PlayBuilders^a and MaxPlay^a steel posts and stainless steel hardware, under normal use and proper maintenance, against structural failure due to corrosion or deterioration from exposure to weather caused by defects in materials and workmanship.

Limited 50-Year Warranty

On the performance of Landsoft^a Rubber Mulch safety surfacing.

Limited 15-Year Warranty

On KidBuilders^a, SkyBuilders^a, PlayBuilders^a and MaxPlay^a main structures under normal use and proper maintenance against structural failure due to corrosion or deterioration from exposure to weather caused by defects in materials and workmanship. This warranty includes only the vinyl clad decks, rails, loops and rungs that comprise the main structure.

Limited 15-Year Warranty

On all KidBuilders^a, SkyBuilders^a, PlayBuilders^a and MaxPlay^a polyethylene slides, enclosures, and plastic components under normal use and proper maintenance against structural failure caused by defects in materials and workmanship.

Limited 10-Year Warranty

On all ShadeBuilders^a steel frames under normal use and proper maintenance against failure due to corrosion, deterioration or faulty workmanship.

Limited 10-Year Warranty

On Landsoft^a Rubber Mulch color steadfastness.

Limited 8-Year Warranty

On the performance and appearance of Landsoft^a Synthetic Turf safety surfacing. Please contact your local representative for more information

Limited 5-Year Warranty

On all ShadeBuilders^a fabric due to rot, UV deterioration (shades of red are limited to 3 years) or defective workmanship.

Limited 3-Year Warranty

On all Playground Sculptures and PlayCenter polyethylene slides, enclosures, main structure, decks, and plastic components against failure caused by defects in materials and workmanship.

Limited 3-Year Warranty

On KidTiles^a, KidTimbers^a, Border Panels, RockTimbers^a and all KidRiders^a products (excluding spring assemblies) against structural failure due to defects in materials and workmanship.

PLEASE NOTE. The above mentioned warranties do not include any cosmetic issues, e.g., scratches, dents, marring, fading of colors and discoloration of wood due to weathering, and are valid only if the products are installed in conformity with the layout plan and/or installation instructions furnished by PPLT; have been maintained and inspected in accordance with PPLT's instructions; have not been subjected to misuse, negligence or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered or repaired by persons other than PPLT or PPLT's designees. Labor and damage resulting from vandalism, abnormal use, incorrect installation, or lack of maintenance are not covered by this warranty. Except as specifically stated herein, all warranties, express or implied, including but not limited to any implied warranty of MERCHANTABILITY or fitness for a particular purpose are hereby EXCLUDED. This warranty excludes any liability other than expressly stated including but not limited to any incidental or consequential damages.

Additional PPLT Policies

For information on warranty claim procedures, contact the nearest PPLT location (see back cover) or write to: Play Power LT Farmington, Inc., P.O. Box 897, Farmington, Missouri 63640.

Pricing

Prices are subject to change without notice. All orders are subject to approval by Play Power LT Farmington, Inc.'s, general office. Prices are F.O.B. Farmington, Missouri, (excluding Canada - F.O.B. Kitchener, Ontario) and do not include freight.

Specifications

Product specifications in this catalog were correct at the time of publication. However, Play Power LT Farmington, Inc., has a history and policy of continuous product development and improvement and therefore reserves the right to improve, alter or discontinue specifications without notice.

Loss or Damage on Transit

A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition. Before you sign, please check this bill of lading carefully when the shipment reaches you to make sure there are no damages or shortages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

Cancellations and Returns

Cancellations will be accepted upon written notification at our offices. Returns will be accepted only when freight charges are prepaid and we have expressly authorized the return. Parts not included are custom parts, as well as used or damaged parts. There will be a restocking fee for all returned orders and on cancelled orders.

Replacement Parts

For park and playground replacement parts, contact the nearest PPLT location (See current catalogue and see back cover).