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*702142549

DAVIS ATHLETICS LLC

2325 LIBERTY ST

PARKERSBURG WV

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

26101

304-428-3000

Request for Quotation

DNR209149

ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER <u> 304-558-2316</u>

DIVISION OF NATURAL RESOURCES CASS SCENIC RAILROAD ST PARK ATTN: PARK SUPERINTENDENT BOX 107

CASS, WV

24927

456-4300

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 05/12/2009 BID OPENING DATE: 06/17/2009 OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE **AMOUNT** \$57,894.8C 650-38 0001 LS PLAYGROUND EQUIPMENT (NOT OTHERWISE CLASSIFIED) THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR PLAYGROUND EOUIPMENT FOR CASS scenic railroad state park per the attached SPECIFICATIONS. A MANDATORY PRE-BID MEETING WILL BE HELD MAY 21, 2009 AT 10:00 AM AT PARK HEADQUARTERS. FAILURE TO ATTEND THE MANDATORY MEETING WILL RESULT IN BID DISQUALIFICATION. AN INDIVIDUAL MAY NOT REPRESENT MORE THAN ONE VENDOR AT THE PRE-BID MEETING. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV DEADLINE FOR TECHINCAL QUESTIONS IS 05/22/09 AT 3:00 PM ALL TECHNICAL QUESTIONS WILL BE RESPONDED TO BY RECEIVED ADDENDUM AFTER THE DEADLINE. IN THE EVENT THE VENDOR/CONTRACTOR FILES 2009 JUN 17 AM 10: 28 BANKRUPTCY: FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER WY PURCHASING ORDER. DIVISION 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE ·e 1 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

INSTRUCTIONS TO BIDDERS

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



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

Request for

RFQ NUMBER DNR209149

ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER B04-558-2316

DAVIS ATHLETICS LLC

304-428-3000

PARKERSBURG WV 26101 DIVISION OF NATURAL RESOURCES CASS SCENIC RAILROAD ST PARK PARK SUPERINTENDENT

BOX 107 CASS, WV

24927

456-4300

DATE PRINT	ΓED	TEF	RMS OF SAL	E	s	HIP VIA		F.O.B.		FREIC	HT TERMS
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VENDOR

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Department of Administration

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WVDNR209149

Cass Scenic Railroad State Park

To supply playground equipment to offer play activities for children ages two (2) to twelve (12) at Cass Scenic Railroad State Park, Cass, West Virginia. Playground equipment will be purchased for two separate areas in the park. Park personnel will install all playground equipment. The award may be split if it is in the best interest of the West Virginia Division of Natural Resources. All items must be F.O.B. Destination. Freight or delivery charges must be included in the price of the goods. Delivery must be made within sixty (60) days of purchase order award.

AREA 1 - DEPOT AREA

PrimeTime custom modular unit or equal. The structure must include the following components:

- Three (3) PrimeTime 3 ½" OD upright assembly, Model #12024, or equal. Upright must be a minimum of 9' in height and composed of aluminum.
- Seven (7) PrimeTime 3 ½" OD upright assembly, Model #12026, or equal. Uprights must be a minimum of 11' in height and constructed of aluminum.
- One PrimeTime D ring package, Model #12049, or equal.
- Four (4) PrimeTime 3 and ½" OD upright assembly, Model # 12077. Uprights must be a minimum of 15' in height and constructed of aluminum.
- One (1) PrimeTime dna climber, Model #2113, or equal. Climber must be a minimum of 5' in height.
- One (1) PrimeTime crunch bar, Model #12215, or equal. Bar must be constructed of metal.
- One (1) PrimeTime straight horizontal loop ladder attachment, Model #12219, or equal.
- One (1) PrimeTime rung access, Model #12615, or equal. Access must be a minimum of 5' 0"/6' 0" in height.
- One (1) PrimeTime therapeutic ring attachment, Model #12704, or equal.
- One (1) PrimeTime single seat P/T, Model #12728, or equal.
- One (1) PrimeTime Turning bar P/T, Model #12729, or equal.

- One (1) PrimeTime Rock Wall Climber, Model #12913, or equal. Climber must have a minimum 45 ½" deck.
- Two (2) square punched deck P/T 1.3125, Model 18200, or equal. Deck must be a minimum of 36".
- One (1) PrimeTime rectangular punched deck P/T, Model #18202, or equal.
- One (1) transfer point, Model #18251, or equal. Transfer point must be a minimum of 3' in height and a minimum of 36" in width.
- One (1) PrimeTime step link, Model #18259, or equal. Step link must be a minimum of
 2' in height and with a deck a minimum of 36".
- One (1) PrimeTime access attachment, Model #18273, or equal. Attachment must be a maximum of 8" in height.
- One (1) PrimeTime suspension bridge, Model #18340, or equal. Bridge must be a minimum 36" in length.
- One (1) PrimeTime cosmix climber, Model #18361, or equal. Climber must be a minimum of 8' in height with a minimum of 36" deck.
- One (1) PrimeTime double zip slide, Model #18378, or equal. Slide must be a minimum of 5' in height.
- One (1) PrimeTime curved zip slide, Model #18387, or equal. Slide must be a minimum of 3' in height with a minimum 36" deck.
- One (1) PrimeTime shingle roof, Model #18671, or equal.
- One (1) PrimeTime 3 and 1/2" OD upright assembly, Model #G12026. Upright must be a minimum of 11' in height and must be constructed of galvanized steel.
- One (1) PrimeTime train whistle, Model #81695, or equal.
- One (1) GameTime owner's kit, Model #17849, or equal.

AREA 2 - WHITTAKER AREA

GameTime PowerScape plus modular unit or equal. Structure must be composed of the following components:

- Three (3) PowerScape punched steel deck, Model #80000, or equal. Deck must be a minimum of 49" in height or width?
- Four (4) PowerScape upright assembly, Model #80016, or equal. Upright must be a minimum of 9' in height and constructed of aluminum.
- Two (2) PowerScape upright assembly, Model #80017, or equal. Upright must be a minimum of 10' in height and constructed of aluminum.
- Seven (7) PowerScape upright assembly, Model #80018, or equal. Upright must be a minimum of 11' in height and constructed of aluminum.
- Four (4) upright assembly, Model #80019, or equal. Upright must be a minimum of 12' in height and constructed of aluminum.
- One (1) PowerScape perforated metal roof, Model #80104, or equal.
- One (1) PowerScape loop ladder, Model # 80311, or equal. Ladder must be a minimum of 5' in height.
- One (1) PowerScape leaning wall climber, Model #80395, or equal. Climber must be a minimum of 2' in height.
- One (1) PowerScape transfer point, Model #80653, or equal. Transfer point must be a minimum of 3' in height.
- One (1) PowerScape Access attachment, Model #80656, or equal. Attachment must be a minimum of 25 ½" wide x 14 ¾" deep x 8" high.
- One (1) PowerScape handhold/kick plate package, Model #80687, or equal.
- One (1) 80694-stepped platform, Model #80694, or equal. Platform must be a minimum of 12" in height.
- One (1) tunnel-up crawl tube, Model #80715, or equal. Tube must be a minimum of 8' in length.
- One (1) PowerScape choo panel, Model #80936, or equal.

- Two (2) PowerScape train cabin, Model #80945, or equal.
- One (1) PowerScape funnel bridge, Model #81108, or equal. Bridge must be a minimum of 49" in length.
- One (1) PowerScape Giant wave climber link, Model #81143, or equal.
- One (1) PowerScape wildslide exit section, Model #81274, or equal.
- One (1) PowerScape wildslide 135 degree section, Model #81324, or equal.
- One (1) PowerScape wildslide entrance section, Model #81325, or equal.
- One (1) PowerScape double zipslide, Model #81344, or equal. Slide must be a minimum of 5' in height.
- One (1) PowerScape horizontal loop attachment, Model #81507, or equal. Attachment must be a minimum of 84" in height as measured from grasping device to protective surface and a minimum of 98" in length.
- One (1) PowerScape hand cycler, Model #81669, or equal.
- One (1) PowerScape train locomotive, Model # 81686, or equal.
- One (1) PowerScape single steering wheel, Model #81691, or equal.
- One (1) PowerScape upright assembly, Model #G80018, or equal. Upright must be a minimum of 11' in height and constructed of galvanized steel.
- One (1) PowerScape train whistle, Model #81695, or equal.

PrimeTime swing, Item #12583, or equal. Top rail and arch must have a minimum 3 ½ inch OD; arch must be a minimum of 11 gauge galvanized steel tubing; must include a minimum of 3 ½ inch O.D. galvanized steel sleeve; must be polyester powder coat; must be a minimum of 8 foot high with finished surface; and must accommodate two (2) free standing swings.

PrimeTime swing add-a-bay, Item #12584, or equal. Top rail and arch must have a minimum 3 ½ inch OD; arch must be a minimum of 11 gauge galvanized steel tubing; must include a minimum of 3 ½ inch O.D. galvanized steel sleeve; must be polyester powder coat; must be a minimum of 8 foot high with a finished surface; and must accommodate two (2) free standing swings.

PrimeTime swing belt seat package 3 ½" OD, item #8910, or equal. Package must include all hardware necessary to attach to a minimum of a 3 ½ inch top rail.

One (1) GameTime owner's kit, Model #17849, or equal.

ITEMS FOR BOTH PLAYGROUND AREAS

Engineered wood fiber or equal @ 8" compacted depth. Material must be recently harvested and debarked; free of chemical treatments and additives; free of soil, twigs, leaves and other contaminates.

Geo-textile fabric, 2,250 square foot roll, or equal. Fabric must provide a water permeable separation between the earth and the wood fiber and at least 150 gallons per square foot per minute. Installation to be completed by park personnel

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

- Compliance with U.S. Consumer Product Safety Commission, Handbook for Public Playground Safety.
- Compliance with ASTM Standard F 1487.
- Compliance with Architectural and Transportation Barriers Compliance Board, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Play Areas.

Vendors must submit the following attachments:

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

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.

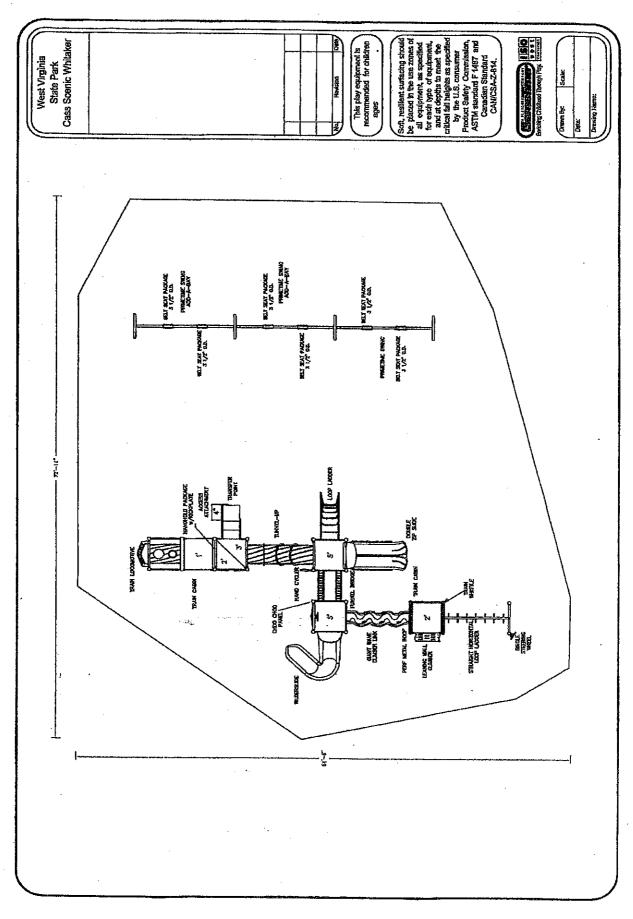
Structural steel members and play surfaces must be treated for rust prevention and painted With a suitable powder coat finish. All molded plastics and vinyl coatings must have UV protection

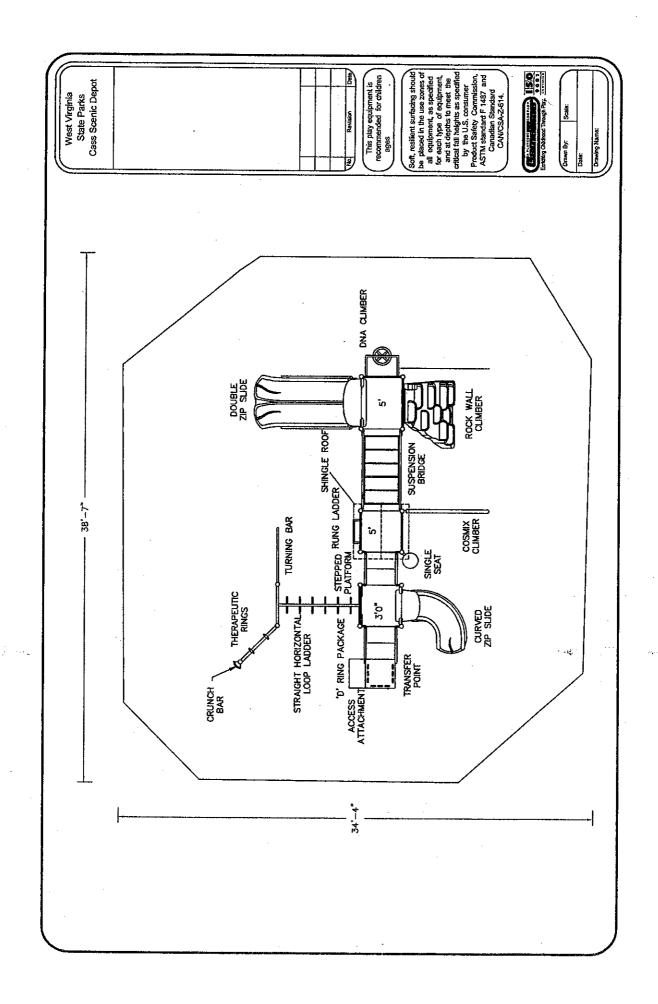
Vendor must provide complete installation instructions, parts specifications, touch-up paint sufficient for initial installation, and warranties.

Color scheme of equipment must be coordinated with Cass Scenic Railroad State Park. Color of items will be selected from manufacturer's standard colors.

A mandatory pre-bid conference will be held on May 21, 2009, at Cass Scenic Railroad State Park at 10:00 a.m. at Park Headquarters. A failure to attend the mandatory pre-bid conference

will result in bid disqualification. An individual may not represent more than one firm at the pre-bid conference.





Please complete the below information concerning the brand(s) of equipment being bid in relation to this project. If bidding inchor equal inch 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	Manufactu	rer	Model		
1	Depot Area Playground - PrimeTime custom modular unit, or equal. The structure	Henderson		B300083r0		
	must include the following components:	Equa				
	Depot Area Playground - Three (3) PrimeTime 3 ½" OD upright assembly, Model #12024, or equal.					
	Depot Area Playground - Seven (7) PrimeTime 3 ½" OD upright assembly, Model #12026, or equal.					
	Depot Area Playground - one (1) PrimeTime D ring package, Model #12049, or equal.					
	Depot Area Playground - four (4) PrimeTime 3 ½" OD upright assembly, Model # 12077.					
	Depot Area Playground - one (1) PrimeTime dna climber, Model #2113, or equal.					
	Depot Area Playground - one (1) PrimeTime crunch bar, Model #12215, or equal.			·		
	Depot Area Playground - one (1) PrimeTime straight horizontal loop ladder attachment, Model #12219, or equal.					

Item No.	Equipment	Manufacture	er	Model	
	Depot Area Playground - one (1) PrimeTime rung access, Model #12615, or equal.				
·	Depot Area Playground - one (1) PrimeTime therapeutic ring attachment, Model #12704, or equal.				
	Depot Area Playground - one (1) PrimeTime single seat p/t, Model #12728, or equal.				
	Depot Area Playground - one (1) PrimeTime turning bar P/T, Model #12729, or equal.				
	Depot Area Playground - one (1) PrimeTime rock wall climber, Model #12913, or equal.				
	Depot Area Playground - two (2) square punched deck P/T 1.3125, Model #18200, or equal.				
	Depot Area Playground - one (1) PrimeTime rectangular punched deck p.t, Model #18202, or equal.				
	Depot Area Playground - one (1) transfer point, Model #18251, or equal.				
	Depot Area Playground - one (1) PrimeTime step link, Model #18259, or equal.				^~-
	Depot Area Playground - one (1) PrimeTime 18273- 3' and 5' access attachment, Model #18273, or equal.)		

Item No.	Equipment	Manufact	uror	Model	
item No.	Depot Area Playground - one	Manufact	uiel	Model	· · · · · · · · · · · · · · · · · · ·
	(1) PrimeTime suspension			<u> </u> 	
	bridge, Model #18340, or	1			
	Depot Area Playground - one				
	(1) PrimeTime cosmix climber,				
	Model #18361, or equal.				
	Depot Area Playground - one				
	(1) PrimeTime double zip slide,		•		·
	Model #18378, or equal.		New York		
	Depot Area Playground - one				
	(1) PrimeTime curved zip slide,	[
	Model #18387, or equal.				
	Depot Area Playground - one				
	(1) PrimeTime shingle roof,				
	Model #18671, or equal.				
	Depot Area Playground - one				
	(1) PrimeTime 3 1/2"OD				
	upright assembly, Model				
	#G12026.			:	
ļ	Depot Area Playground - one				
	(1) PrimeTime train whistle, Model #81695, or equal.				
2	Depot Area Playground - one				
	(1) GameTime owner's kit,				
	Model #17849, or equal.		_		·
3	Whittaker Area Playground -			2	
	PowerScape plus modular unit,	Heno	1erson	1350	00039R1
	or equal. Structure must be		1		
	composed of the following	Fqu	1erson al	\	
	components: Whittaker Area Playground -	1	· · ·		
	Three (3) PowerScape punched				,
	steel deck, Model #80000, or			0	/
	equal.	V			·

Item No.	Equipment	Manufacturer	Model
	Whittaker Area Playground -	wanulactal Cl	HIOUGI
	four (4) PowerScape upright	ſ	P
	assembly, Model #80016, or	/	
	legual.	1	
	Whittaker Area Playground -		
	two (2) PowerScape upright		
	assembly, Model #80017, or	 	
	equal.		
	Whittaker Area Playground -		
	Seven (7) PowerScape upright	·	
÷	assembly, Model #80018, or	}	1
	equal.	1	
	Whittaker Area Playground -		
	four (4) 80019- 12' upright	,	
	assembly, aluminum.		1
	Whittaker Area Playground -		
	one (1) PowerScape perforated		
	metal roof, Model #80104, or		·
	equal.		
	Whittaker Area Playground -	/	
	one (1) PowerScape loop	/	
	ladder, Model # 80311, or		
	equal.		
	Whittaker Area Playground -		!
	one (1) PowerScape leaning		<i>j</i>
	wall climber, Model #80395, or	,	/
	equal.		
	Whittaker Area Playground -		
	one (1) PowerScape transfer	1	
	point, Model #80653, or equal.		
	Whittaker Area Playground -		
	one (1) PowerScape Access		\
	attachment, Model #80656, or		
	lequal.		
Marine 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	Whittaker Area Playground -		
	one (1) PowerScape		
	handhold/kick plate package,		
	Model #80687, or equal.	\bigvee	
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Item No.	Equipment	Manufac	turer	Model	
	Whittaker Area Playground -		,		
	one (1) PowerScape stepped	J			/
	platform, Model # 80694, or				/
	equal.				
	Whittaker Area Playground -				
	one (1)PowerScape tunnel-up	l	1		
	crawl tube, Model # 80715 , or		\	· <u> </u>	
	Whittaker Area Playground -				
	one (1) PowerScape choo				
	panel, Model #80936, or equal.				ļ
	Whittaker Area Playground -		green green		
·	two (2) PowerScape train				
	cabin, Model # 80945, or		1		
	equal.				
1	Whittaker Area Playground -				
	one (1)PowerScape funnel				
	bridge, Model #81108, or		1		
	Whittaker Area Playground -				
	one (1) PowerScape Giant		1		1
	wave climber link, Model				\
	#81143, or equal.				
	Whittaker Area Playground -	'			
:	one (1) PowerScape wildslide				1
	exit section, Model #81274, or			·	y
	equal.				(
	Whittaker Area Playground -				
	one (1) PowerScape wildslide				
	135 degree section, Model				<i>(</i>)
	Whittaker Area Playground -				
	one (1) PowerScape wildslide				[!]
	entrance section, Model	j			
	#81325, or equal.				
	Whittaker Area Playground -		\		
	one (1) PowerScape double	/	1 /		1,
	zipslide, Model #81344, or		\mathcal{Y}		<i>{ </i>
	equal.				y

Item No.	Equipment	Manufacturer	Model
	Whittaker Area Playground - one (1) PowerScape horizontal loop attachment, Model #81507, or equal. Whittaker Area Playground - one (1) PowerScape hand cycler, Model #81669, or equal.		
	Whittaker Area Playground - one (1) PowerScape train locomotive, Model # 81686, or equal. Whittaker Area Playground - one (1) PowerScape single steering wheel, Model #81691, or equal.		
	Whittaker Area Playground - one (1) PowerScape upright assembly, Model #G80018, or equal. Whittaker Area Playground - one (1) PowerScape train whistle, Model #81695, or		
4 /	equal. Whittaker Area Playground - one (1) PrimeTime 2 seat swing, Model #12583.	Henderson	SW340
5	Whittaker Area Playground - two (2) 2 seat Primetime swing add-a-bay, Model #12584, or equal.	Henderson Equal	SW341
6	Whittaker Area Playground - PrimeTime 3 1/2" belt seat with galvanized chain, Model #8910, or equal.	Henderson	55043
7	Whittaker Area Playground - one (1) GameTime owner's kit, Model #17849, or equal.	Henderson	Fqual

Item No.	Equipment	Manufacturer	Model
8	Depot Area Playground (2,396 Square Feet) and Whittaker Area Playground (3,615) - engineered wood fiber or equal @ 8" compacted depth.	As Specificati	onS
9	Depot Area Playground Whittaker Area Playground geo- textile fabric, 2,250 square foot roll, or equal.	As Specification	\$

WVDNR209149 Cass Scenic Railroad Playground Equipment

PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
1	1	Depot Area Playground - PrimeTime custom modular unit or equal.	\$14,000.00	\$14,000.00
2	1	Depot Area Playground - one (1) GameTime owner's kit, Model #17849, or equal.	\$-0-	#-0-
3	1		\$35,413.00	\$35,413.0
4.	1	Whittaker Area Playground - one (1) PrimeTime 2 seat swing, Model #12583.	\$1,569.60	\$1.569.60
5	2	Whittaker Area Playground - Primetime swing add-a-bay, Model #12584, or equal.	#c50,00	\$1900.0
6	6	Whittaker Area Playground - PrimeTime 3 1/2" belt seat with galvanized chain, Model #8910, or equal.		#259,20
7	1	Whittaker Area Playground - one (1) GameTime owner's kit, Model #17849, or equal.	#-0-	#-0-
8	6,011 Square Feet	Depot Area Playground (2,396 Square Feet) and Whittaker Area Playground (3,615) - engineered wood fiber or equal @ 8" compacted depth.	#.55	\$3,353.0
9	3 Rolls	Depot Area Playground and Whittaker Area Playground geotextile fabric, 2250 square foot roll, or equal.	\$ 400.00	#1.200.00

We Are Bidding Aluminum Upright Posts As PerwiParks Request.

Gred Danis

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.
require against or dedu	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency loted from any unpaid balance on the contract or purchase order.
authoriz the requ deemed	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and zes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate as during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder	Davis Athletics, Lie med Farus
Date:	June 16, 2009 Title: Owner

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

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

LICENSING:

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

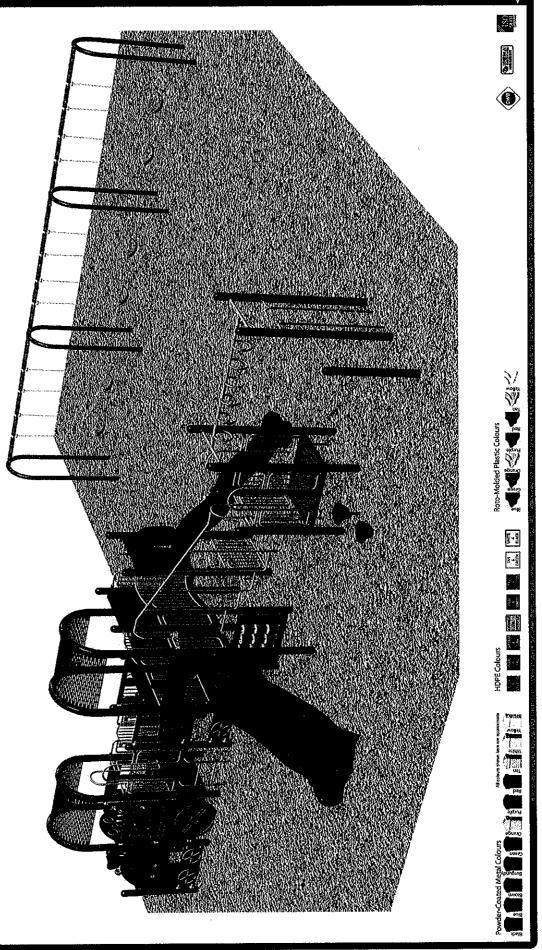
CONFIDENTIALITY:

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

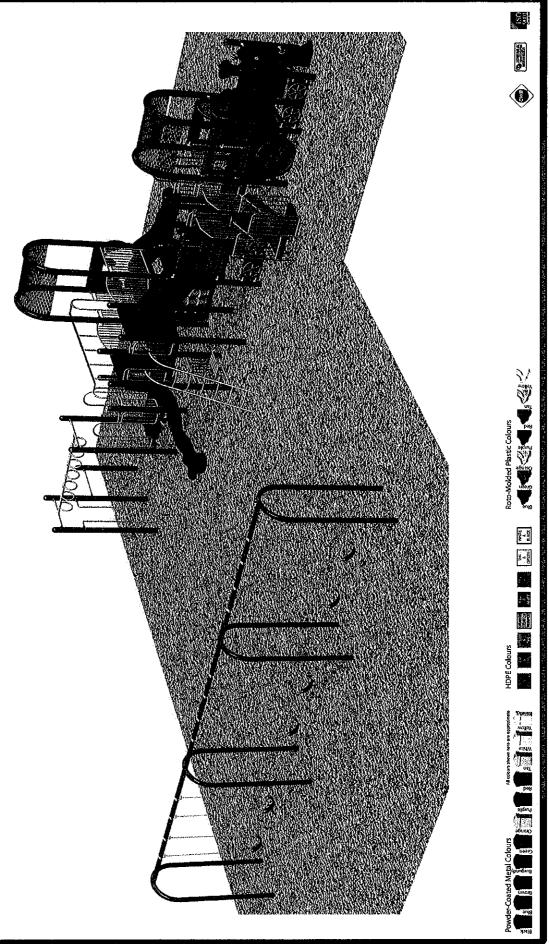
Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Davis	Athletics,	LLC	· ·	
Authorized Signature:	Dary	Date:	une 16.	2000

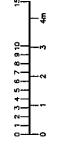
Davis Athletics - Cass Scenic Railroad State Park

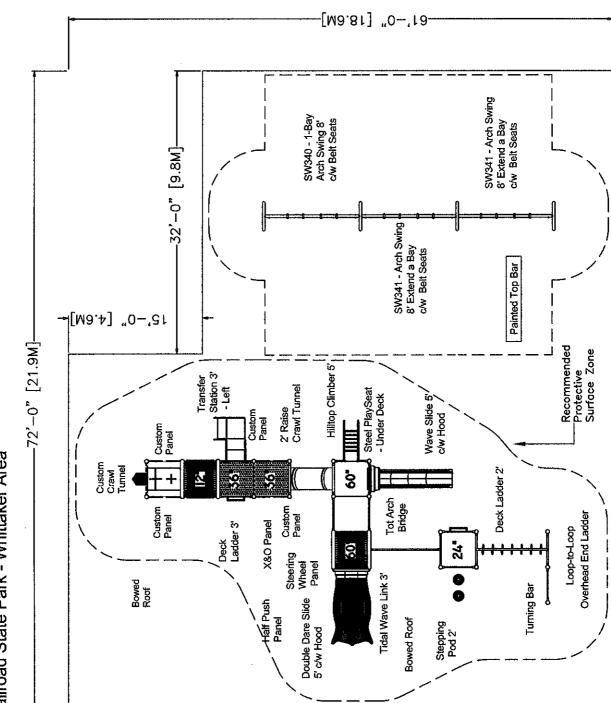


Davis Athletics - Cass Scenic Railroad State Park



Cass Scenic Railroad State Park - Whittaker Area Model # B500039R1 Davis Athletics





Surfacing Type: Wood Chips hydro, cable, water gas, and drainge free must be clearly marked by the customer prior to the phyground installation.

All phyground must be installed with perpendicular to the installed with appropriate resilient autocine and safety across to meet the required quickines of the intext CAM/CZA-ZS14 (CAM) or ASTM F 1487 (USA) releases.

The phyground installation site must be property prepared to Henderson Recreation results to Henderson Recreation results the phyground installation site has normal sail and disging conditions. Please notify us of any unusual sail conditions. Please notify us of conditions. Please notify us of conditions. Please notify us of conditions. Please notify us of commitment to conditions. Election and disging a conditions the result to interiore reserves the right to improve, reserves the right to improve, reserves the right to improve, reserves the right to improve, after or discontinue poticies. Posts: Iron
Accent: Tan
Roto Plastic: Blue/Ian
3/4 Plastic: Blue/Ian
Other: See Swing Best User Age; 5 to 12 Border Perimeter: 266 Note:
All border dimensions inside border measuremen **AWARNING** Border Area: 3912 ASTM F 1487, CPSC Footing Quantity: installation Style: Accessibility: Yes Sales Rep: F.D. Compliance: Inground 36" Colour:

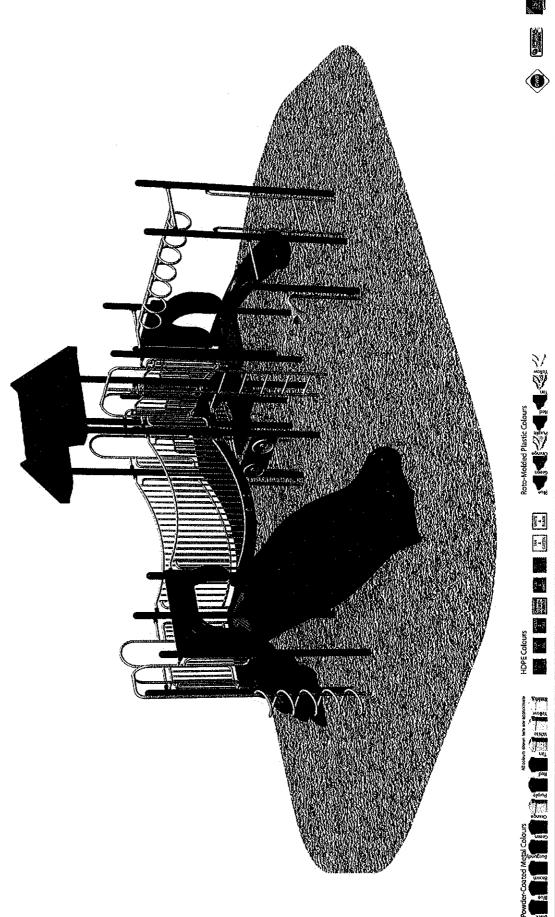
No-encroachment zones that are disposant to but outside of the safety surface one must be free of any obstructies that would imped or block safe pedestrian traffic frow around the safety surface area. No-encroachment zones that are within the safety surface area must be free of all obstacles. Revision Date: June 12, 2009 Scale: See Key Date Drawn: June 11, 2009 Revised By: R.H. Drown By: R.H.

HREL 2/2006

ECREATION EQUIPMENT LIMITED. P.O. BOX 68, 11 GLIBERTISON DRIVE, SINKOSE, ONTARO, CANADA, NOY 4405, TOLL FREE. 1.800,265,5462, FAV. 519,426,1132, ALL RIGHTS RESERVED. THIS DRAWING IS NOT TO BE

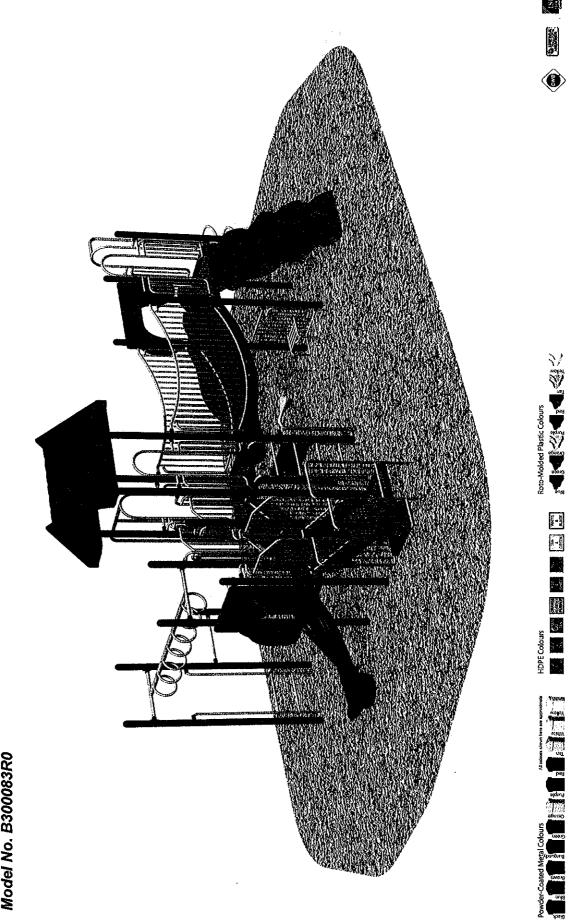
Davis Athletics - Cass Scenic Railroad State Park - Depot Area

Model No. B300083R0



Davis Athletics - Cass Scenic Railroad State Park - Depot Area

PLAYSTEEL



failure due to corrosion or deterioration caused by defects in materials or workmanship. **Lifetime** * limited warranty on bolt-through fastening system against structural

failure due to corrosion or deterioration caused by defects in materials or workmanship. **20 Year** * timited warranty on Mighty Shades" steel framework against structural

Geodes** against structural failure due to corrosion or deterioration caused by defects in 10 Year* imited warranty on polyethylene components, sheet plastic, decks and materials or workmanship.

(0 m{Vear}^* imited warranty on Mighty Shades" fabric against deterioration, rot, or faulty workmanship, including seam failure.

warranties. To the extent permitted by law, Henderson Recreation shall destroying fungi that disintegrate the wood cell walls, but exclude sur-Further, no representation, oral or written, of any representative of Her face mold and mildew fungi associated with the "weathering of wood. "Weathering" of wood is not decay, fungal decay, or rot of any type or derson gecreation may be substituted for the afore described limited to any warranty of merchantability or fitness for a particular purpose. not be liable for, direct, indirect, special, incidental, or consequential warranties, whether expressed or implied, including, but not limited definition. The above warranties are exclusive and in lieu of all other damages which are expressly excluded from the above warranties

Limited 1-Year Warranty on all other moving parts, swing seats, and any other materials not covered above. Henderson Recreation will repair or replace all parts of the product or equipment found to be defective free

One Year* General Warranty

of charge. Warranty periods start at date of invoice. Items Not Covered in the above Warranties Product or equipment that is not installed in conformity with the layout plan and/or installation instructions provided by Henderson Recreation rccordance with Henderson Recreation's Instructions; product or equip teration, repair, or part substitution by persons other than Henderson

product or equipment that has not been maintained and inspected in ment that has been subjected to misuse, negligence or accident; prod-

dismantling the defective part in order to replace it, and any installation costs associated with the replacement part(s) are not considered part of ranty excludes liability other than that expressly stated, including but his warranty and will not be paid by Henderson Recreation. This war Any freight costs associated with the warranty claim, any costs for not limited to any incidental or consequential damages

Warranty Claims

scratches, dents, marring, fading of colours, discolouration, normal wear

end tear and natural fading, and the weathering of wood, including but not limited to raised grain, splitting, checking, twisting, warping, shrink ot" and "fungal decay," as used in this warranty mean attack by wood

property of the wood. The terms,

of routine maintenance are not covered by the above warranties. These

varranties do not include any or all of the following cosmetic issues:

esulting from vandalism, abnormal use, incorrect installation, and lack

ecreation or Henderson Recreation's designees. Labour or damages

uct or equipment that has been subjected to addition, modification,

To be valid, all warranty claims must be submitted in writing promptly following discovery of the defect(s) and within the specified warranty period. Henderson Recreation requires that all warranty claims be

Lifetime* imited warranty on steel support posts against structural failure due to corrosion or deterioration caused by defects in materials or workmanship. 15 Year* imited warranty on steel rails, loops and rungs against structural failure due to corrosion or deterioration caused by defects in materials or workmanship. 10 Year* Imited warranty on Southern Yellow Pine pressure-treated wood products against structural failure due to insect infestation and fungal decay caused by defects in materials and workmanship.

 ${\it SVear}^*$ 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. accompanied by a copy of the original invoice and photograph(s) clearly identifying the defect(s) in question.

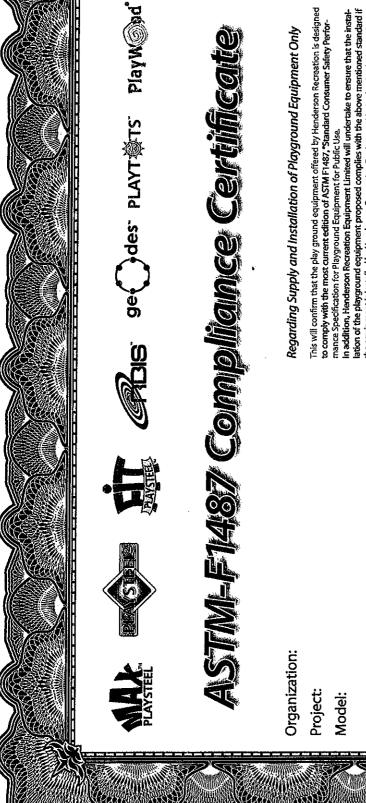
Product Replacement

Henderson Recreation Equipment Linkted has a commitment to con-

tinuous product development and improvement and therefore reserves the right to make approved substitutions in design or specifications. 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 damage of products by common camers. Please check the bill of lading Henderson Recreation cannot be held responsible for the loss or Loss or Damage in Transit loss, damage, or shortage

Maintenance

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 structures for signs of wear and tear. All necessary repairs should be The demand for safety requires regular inspection of playground national safety standards



Compliance with Play Equipment Standards

Standard Consumer Safety Performance Specification for Playground Equipment for Public Use 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

For a period of 12 months from the date of installation or shipment, should a non-compliancy

at the time of installation or shipment of the product.

cedure, Henderson Recreation Equipment Limited will make the necessary corrections to the be identified that is caused by improper design, manufacturing or original installation proequipment at its cost. This ASTM compliance certificate does not apply when the cause of the non-compliancy 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
- failure of owner/operator to report any non-compliance to Henderson Recreation within

the equipment is installed by Henderson Recreation Equipment Limited or its designated agent.

- 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 CANV CSA-2614 or ASTM F1487

Gordon Henderson, President Henderson Recreation Equipment Limited

PlaySteel Fit/Max Playsystems:

Unit-Built, 3.5" Modular & 5" Modular

Product and Coating Specifications

Steel Component Specifications:

All round steel tubing shall be in-line galvanized and tested in compliance with ASTM-A500, ASTM-A-135, or ASTM-A-513 standards.

Unit-Built System: Square Posts - 4.00" x 4.00" x 0.125" wall (11 ga.), in-line galvanized steel

Mechanical Properties: 50,000 psi yield / 55,000 psi tensile strength

3.5" Modular System: Round Posts - 3.50" O.D. x 0.095" wall (13 ga.), in-line galvanized steel

Mechanical Properties: 45,000 psi yield / 48,000 psi tensile strength

5" Modular System: Round Posts - 5.00" O.D. x 0.120" wall (11 ga.), in-line galvanized steel

Mechanical Properties: 45,000 psi yield / 48,000 psi tensile strength

Post Caps and Modular System Clamps - Aluminum Alloy SAE 413

Typical Handrails - 1.3125" O.D. x 11 ga. or 14 ga. wall and 1" x 0.75" Oval x 15 ga., In-line galvanized steel

Stringer Channels - 4" x 1.5" x 3/16" G40.21 iron

Platforms and Deck Surfaces - 12 ga. perforated sheet steel

Plastic Component Specifications:

Polyethylene for rotationally molded or sheet components shall have ultraviolet (UV) stabilizers and colour pigment molded in. This material shall be tested in compliance with ASTM Test Method D1248, Type 2, Class A, and Federal Specifications LP-390C, Type 1, Class M, Grade 2, Category 3, and rotationally molded items shall have an average wall thickness of .25"(6.4mm).

Fastener Specifications:

All bolts, nuts, screws, and washers shall be either zinc plated, di-chromate washed, or stainless steel. All necessary fasteners shall be supplied.

Polyester Powder Coated Items:

Steel shall receive premium galvanic rust inhibiting treatments and an electrostatically applied polyester powder coating. The coating shall be cured at temperatures between 400 degrees F (204 degrees C) and 450 degrees F (232 degrees C). The polyester powder shall be tested in compliance with ASTM standards: D522 Flexibility Mandrel Test, D2794 Impact Resistance Test, B117 Salt Spray Resistance Test, D2247 Humidity Resistance Test, D3363 Pencil Hardness Test, D3359 Method B Crosshatch Adhesion Test. Such testing demonstrates the superior weatherability characteristics of polyester powder coating over epoxy or hybrid paints.

Steel items without In-Line Galvanized Coatings shall receive a Zinc-Rich Epoxy Primer prior to Polyester Powder Coating. This only applies to a relatively small range of components that utilize non-standard tubing sizes.

Plastisol Coatings:

Thickness shall average approximately 1/8" (3.2 mm) providing a safe, resilient surface

Polyethylene Coatings:

Thickness shall average approximately 1/16" (2 mm) providing more durability than plastisol yet still retaining resilience.

BELAIR has endeavoured to ensure that all specifications and representations of products provided in this catalogue were accurate at time of publication. BELAIR reserves the right to improve, alter or discontinue any item without notice. As a result, some items may not be exactly as depicted or specified.

DIN Compliance: Note: All BELAIR playground related products are designed to be installed over a protective surface.

CSA Compliance:

Products manufactured after 2003 are designed to comply with CSA Standard CAN/CSA-Z614-03, Children's Playspaces and Equipment.

All components are designed to comply with CSA Requirements and are periodically tested for Structural Integrity as per CSA Sections: 9.2 Stability, 9.3 Load Testing Criteria, 9.4 Strength of Swing Components and Structures, 9.5 Vertical Loads, 9.6.2 Accidental Concentrated Load (Lateral Force of 2000 Newtons), and 9.6.3 Lateral Surge Load.

This standard is published by the CSA (Canadian Standards Association). A copy of this Standard can be ordered by calling (416) 747-4044, or by contacting the nearest CSA office.

ASTM Testing Parameters

STRUCTURAL SQUARE AND RECTANGULAR TUBING ASTM A-500 GRADES B AND C

ASTM A-500 is a cold formed electric weld product. Advantages include material strength, ability to resist stress from any direction, and ease of connection to other structural shapes.

CHEMICAL COMPOSITION CHECK ANALYSIS						
Max. Percent	ASTM A-500 Grade B	ASTM A-500 Grade C				
Carbon	0.30	0.27				
Phosphorus	0.045	0.045				
Sulphur	0.045	0.045				

WORKABILITY AND WELDABILITY

Can be subjected to most of the usual fabricating operations. Its ductility is good, bends well, flattens, cuts, punches, flares, and flanges easily. Can also be welded by commonly employed techniques and practices.

MECHANICAL PROPERTIES				
	AS	باست فالمتراث في المناف والما		
	A-500 Grade B	Grade C		
Tensile Strength, min, psi	58,000	62,000		
Yield Strength, min, psi	46,000	50,000		
Elongation in 2 inch, min, percent	23	21		

STRUCTURAL SQUARE AND RECTANGULAR TUBING MAXIMUM OUTSIDE CORNER RADII TOLERANCES

10.6 Radius of Corners—For square or rectangular structural tubing, the radius of any outside corner of the section shall not exceed three times the specified wall thickness.

OUTSIDE DIMENSIONS AND WALL THICKNESS SQUARE AND RECTANGULAR					
Largest Outside Dimension Across Flats, Inches	Tolerance for Outside Dimensions Including Convexity or Concavity	Wall Thickness Tolerance			
1 to 2-1/2 incl.	Plus or minus 0,020"	Plus or minus 10% Exclusive of weld area			
Over 2-1/2 to 3-1/2 incl.	Plus or minus 0.025"	Plus or minus 10% Exclusive of weld area			
Over 3-1/2 to 5-1/2 incl	Plus or minus 0.030"	Plus or minus 10% Exclusive of weld area			
Over 5-1/2	Plus or minus 1%	Plus or minus 10% Exclusive of weld area			

NOTE: The allowable variation in wall thickness does not apply at corners.

A500 ROUND OD AND WALL TOLERANCES

1.900" and smaller OD:

±1/2%

2.000 and larger OD:

±3/4%

WALL THICKNESS

±10%

	TOLERA	NCES				
SQUARENESS OF SIDES						
Adia	cent sides of structural ho	llows may deviate	from 90°			
-	by plus or minus two					
	VARIATIONS FROM EXACT STRAIGHTNESS					
Permissible Variations, In.		Number of Feet of Total Length				
	er and Sweep) 1/8" x 5	5				
samo natano sa mpinana	MAXIMUM TWIST					
Long	er Outside	Maximum Twist				
Dimens	sions, inches	Per 3 Feet of Length, Inches				
1 to	1-1/2 incl.	0.050				
Over 1-1/2 to 2-1/2 incl.		0.062				
Over 2-1/2 to 4 incl.		0.075				
Over 4 to 6 incl.		0.087				
Over 6 to 8 incl. 0.10		.100				
The state of the s	Over 8	0.112				
structural hollow of surface plate and	I by holding down the edg on a surface plate with the noting the height that eith ove the surface plate.	bottom side of the	tube parallel to the			
PERMISSIBLE VARIATION — MILL LENGTHS						
To	To 22' incl.		Over 22' to 44' incl.			
Over	Under	Over	Under			
1/2"	1/4"	3/4"	1/4"			

Cut lengths of stock material can normally be held within 1/8 in. or closer if desired.