



**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.

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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
DNR209171

PAGE
1

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

VENDOR

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

SHIP TO

DIVISION OF NATURAL RESOURCES  
 BEECH FORK STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 5601 LONG BRANCH ROAD  
 BARBOURSVILLE, WV  
 25504 522-0303

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/28/2009				

BID OPENING DATE: 06/03/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		650-38		
				PLAYGROUND EQUIPMENT		
				REQUEST FOR QUOTATION (RFQ)		
				THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS TO PROVIDE ALL MATERIAL AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR BEECH FORK STATE PARK LOCATED IN BARBOURSVILLE, WEST VIRGINIA THE ATTACHED SPECIFICATIONS.		
				A MANDATORY PRE-BID MEETING WILL BE HELD ON MAY 14, 2009 AT 10:00 AM AT THE PARK HEADQUARTERS IN BARBOURSVILLE, WEST VIRGINIA. ALL VENDORS WISHING TO SUBMIT A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.		
				TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED TO FRANK WHITTAKER IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS MAY 20, 2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.		
				QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE		

RECEIVED  
 2009 JUN -2 P 10:09  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>St. Self</i>	800/385-0075	5/27/09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
SALES MGR.	52-2132887		

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

**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 and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**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

WVDNR209171  
 Beech Fork State Park  
**PLAYGROUND EQUIPMENT SHEET**

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

Item No.	Equipment	Manufacturer	Model
1	Franklin Wooten Recreation Area Playground PrimeTime skyslider, Item #11821, or equal. Structure must include the following components:	PLAYWORLD SYSTEMS	P52009-1
	Two (2) spiral slides a minimum of 8' in height.		
	One (1) slide a minimum of 8' in height.		
	One (1) double slide a minimum of 5' in height.		
	One (1) slide a minimum of 5' in height.		
	One (1) slide a minimum of 3' in height.		
	One (1) bridge.		
	One (1) tube.		
	One (1) rock climbing structure that will attach to a deck a minimum of 5' in height.		↓
2	Franklin Wooten Recreation Area Playground GameTime jumbo flyer spring rider, Item #6064, or equal.		0553
3	Franklin Wooten Recreation Area. GameTime dinosaur rider spring rider, Item #6051 or equal.	↓	0563

**Beech Fork State Park Playground Specifications**

However, if manufacturer warranty periods are longer than the required minimum one year warranty, those warranties shall apply.

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

A mandatory pre-bid conference will be held on May 14, 2009, at Beech Fork State Park Headquarters at 10:00 a.m. 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.

## Beech Fork State Park

## PLAYGROUND EQUIPMENT SHEET

Item No.	Equipment	Manufacturer	Model	
4	Franklin Wooten Recreation Area Playground PrimeTime swing frame, Item #12583, or equal.	PLAY WORLD SYSTEMS	0288	
5	Franklin Wooten Recreation Area Playground PrimeTime swing add-a-bay, Item #12584, or equal.	↓	0275	
6	Franklin Wooten Recreation Area PrimeTime 3 1/2" OD zero-G chair (ages 5-12) seat package, Item #ss8552, or equal.		0224	
7	Franklin Wooten Recreation Area Playground PrimeTime 3 1/2" Zero-G Chair (ages 2-5) seat package, Item # ss8555, or equal.		0224	
8	Franklin Wooten Recreation Area Playground PrimeTime 3 1/2" enclosed tot swing, Item #ss8696, or equal.		0265	
9	Franklin Wooten Recreation Area Playground PrimeTime 3 1/2" super seat, Item #ss8906, or equal.		0260	
10	Franklin Wooten Recreation Area GameTime tuffclad in-ground bench Model #28009, or equal.		1410	
11	Franklin Wooten Recreation Area GTImpaz wear mats or equal.		ZIAGKA BROTHERS	
12	Franklin Wooten Recreation Area. Geo-textile fabric, 2,250 sq. ft. roll, or equal.		ZIAGKA BROTHERS	DL-6

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Beech Fork State Park  
**PLAYGROUND EQUIPMENT SHEET**

Item No.	Equipment	Manufacturer	Model
13	Franklin Wooten Recreation Area Gametime 4' straight sections x 8" high play curb, Item #4850, or equal.	CHILD FORMS	FTB 00002
14	Franklin Wooten Recreation Area GTImpax accessible playcurb, model #4854, or equal.	CHILD FORMS	ADA 00005
15	Franklin Wooten Recreation Area engineered wood fiber @ 8" compacted depth or equal.	ZELMER BROTHERS	WOOD CARPET
16	Removal of existing playground equipment from the Franklin Wooten Recreation Area Playground. Park personnel will dispose of all old playground equipment. Prevailing heavy wage rates must be paid for Wayne County, West Virginia.	PLAYGROUND SPECIALISTS	N/A
17	Installation of Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, & 14 in the Franklin Wooten Recreation Area Playground. Prevailing heavy wage rates must be paid for Wayne County, West Virginia.	↓	N/A
18	Lakeview Campground Playground PrimeTime spiral slide, Item #81731, or equal.	PLAYWORKS SYSTEMS	CH 3556
19	Lakeview Campground Playground PrimeTime swing frame, Item #12583, or equal.	PLAYWORKS SYSTEMS	0288

## Beech Fork State Park

## PLAYGROUND EQUIPMENT SHEET

Item No.	Equipment	Manufacturer	Model
20	Lakeview Campground Playground PrimeTime swing add-a-bay, Item #12584, or equal.	PLAYWORLD SYSTEMS	0375
21	Lakeview Campground Playground PrimeTime 3 1/2" Zero-G Chair (5-12) seat package with stainless steel chain, Item # ss8552, or equal.	↓	0224
22	Lakeview Campground Playground PrimeTime 3 1/2" zero-G chair (ages 2 to 5) seat package Item # ss8555, or equal.		0224
23	Lakeview Campground Playground PrimeTime 3 1/2" super seat, Item #SS8906, or equal.		0260
24	Lakeview Campground Playground GameTime tuffclad in-ground bench, Item #28009, or equal.		1410
25	Lakeview Campground Playground geo-textile fabric, 2,250 sq. ft. , or equal.	ZIAGOR BROTHERS	DL-6
26	Lakeview Campground Playground GTImpax accessible playcurb, model #4854, or equal.	CHILD FORMS	ADA 00005
27	Lakeview Campground Playground Gametime 4' straight sections x 8" high play curb, Item #4850, or equal.	CHILD FORMS	FTB 00002
28	Lakeview Campground Playground engineered wood fiber @ 8" compacted depth or equal.	ZIAGOR BROTHERS	WOOD CARPET



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Beech Fork State Park  
**PLAYGROUND EQUIPMENT SHEET**

Item No.	Equipment	Manufacturer	Model
29	Lakeview Campground Playground GTImpaz wear mats or equal.	ZEAGEL Brothers	
30	Installation of Items 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 & 27 in the Lakeview Campground Playground. Prevailing heavy wage rates must be paid for Wayne County, West Virginia.	PLAY WORLD SPECIMENTS	N/A
31	Moxley Branch Campground Playground GameTime jumbo flyer spring rider, Item #6064, or equal.	PLAY WORLD SYSTEMS	0553
32	Moxley Branch Campground Playground PrimeTime spiral slide, Item #81731, or equal.	↓	CH 3556
33	Moxley Branch Campground Playground PrimeTime swing frame, Item #12583, or equal.		0288
34	Moxley Branch Campground Playground PrimeTime swing add-a-bay, Item #12584, or equal.		0375
35	Moxley Branch Campground Playground PrimeTime 3 1/2" enclosed tot swing, Item #SS8696, or equal.		0265
36	Moxley Branch Campground Playground PrimeTime 3 1/2" super seat, Item #SS8906, or equal.		0260

## Beech Fork State Park

## PLAYGROUND EQUIPMENT SHEET

Item No.	Equipment	Manufacturer	Model
37	Moxley Branch Campground Playground GameTime tuffclad in-ground bench Model #28009, or equal.	Playwood SYSTEMS	1410
38	Moxley Branch Campground Playground GTImpax accessible playcurb, model #4854, or equal.	Child forms	ADA 00005
39	Moxley Branch Campground Playground geo-textile fabric, 2,250 sq. ft. roll, or equal.	ZEAGER Brothers	DL-6
40	Moxley Branch Campground Playground Gametime 4' straight sections x 8" high play curb, Item #4850, or equal.	Child forms	FTB00002
41	Moxley Branch Campground engineered wood fiber @ 8" compacted depth or equal.	ZEAGER Brothers	WOOD CARPET
42	Moxley Branch Campground Playground GTImpaz wear mats or equal.	ZEAGER Brothers	
43	Removal of existing playground equipment from the Moxley Branch Campground Playground. Park personnel will dispose of all old playground equipment. Prevailing heavy wage rates must be paid for Wayne County, West Virginia.	PLAYGROUND SPECIALISTS	N/A

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 Beech Fork State Park  
**PLAYGROUND EQUIPMENT SHEET**

Item No.	Equipment	Manufacturer	Model
44	Installation of Items 29, 30, 31, 32, 33, 34, 35, 36, 37, 38 & 39 in the Franklin Wooten Recreation Area Playground. Prevailing heavy wage rates must be paid for Wayne County, West Virginia.	<i>PLAYGROUND SPECIFICATIONS</i>	N/A
45	PrimTime spiral slide, Item #81731, or equal.	<i>PLAYWORKS SYSTEMS</i>	CH 3556
46	Four Coves Campground. PrimeTime swing frame, Item #12583, or equal.	↓	0288
47	Four Coves Campground. PrimeTime swing add-a-bay, Item #12584, or equal.		0375
48	Four Coves Campground. PrimeTime 3 1/2" enclosed tot swing, Item #ss8696, or equal		0265
49	Four Coves Campground. PrimeTime 3 1/2" super seat, Item #ss8906, or equal.		0260
50	Four Coves Campground Playground GameTime tuffclad in-ground bench, Item #28009, or equal.		1490
51	Four Coves Campground Playground geo-textile fabric, 2,250 sq. ft. roll , or equal.		
52	Four Coves Campground Playground Gametime 4' straight sections x 8" high play curb, Item #4850, or equal.	<i>CHILDFORMS</i>	FTB00002

## Beech Fork State Park

## PLAYGROUND EQUIPMENT SHEET

Item No.	Equipment	Manufacturer	Model
53	Four Coves Campground Playground engineered wood fiber @ 8" compacted depth or equal.	ZIEGLER BROTHERS	WOODCAPET
54	Four Coves Campground Playground GTImpaz wear mats or equal.	ZIEGLER BROTHERS	
55	Four Coves Campground Playground GTImpax accessible playcurb, model #4854, or equal.	CHILD FORMS	ADA 00005
56	Removal of existing playground equipment from the Four Coves Campground Playground. Park personnel will dispose of all old playground equipment. Prevailing heavy wage rates must be paid for Wayne County, West Virginia.	PLAYGROUND SPECIALISTS	N/A
57	Installation of Items 43, 44, 45, 46, 47, 48, 49, 50, & 51 in the Four Coves Campground Playground. Prevailing heavy wage rates must be paid for Wayne County, West Virginia.	↓	N/A
58	Add Alternate Number One - Four Coves Campground Playworld Systems climbing boulders tower builder, item #ZZBD0014, or equal.	PLAYWORLD SYSTEM	BD 0014
59	Add Alternate Number One Four Coves Campground Playworld Systems boulder to ground net climber, Item #ZZZBD0021, or equal.		BD 0021

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Beech Fork State Park  
**PLAYGROUND EQUIPMENT SHEET**

Item No.	Equipment	Manufacturer	Model
60	Add Alternate Number One - Four Coves Campground Playground GameTime tuffclad in-ground bench Model #28009, or equal.	PLAYWORLD SYSTEMS	1410
61	Add Alternate Number One - Four Coves Campground Playground geo-textile fabric, 1,125 sq. ft. roll, or equal.	ZIEGLER BROTHERS	DL-6
62	Four Coves Campground Playground Gametime 4' straight sections x 8" high play curb, Item #4850, or equal.	CHILD FORMS	FTB00002
63	Four Coves Campground Playground engineered wood fiber @ 8" compacted depth or equal.	ZIEGLER BROTHERS	WOOD CARPET
64	Installation of Items 54, 55, 56, 57, 58, & 59 in the Four Coves Campground Playground. Prevailing heavy wage rates must be paid for Wayne County, West Virginia.	PLAYGROUND SPECIALISTS	N/A

Beech Fork State Park Playground Equipment  
PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
1	1	Franklin Wooten Recreation Area Playground PrimeTime skyslider, Item #11821 , or equal.	23752 <sup>00</sup>	23752 <sup>00</sup>
2	1	Franklin Wooten Recreation Area Playground GameTime jumbo flyer spring rider, Item #6064, or equal.	650 <sup>00</sup>	650 <sup>00</sup>
3	1	Franklin Wooten Recreation Area. GameTime dinosaur rider spring rider Model #6051 or equal.	638 <sup>00</sup>	638 <sup>00</sup>
4	1	Franklin Wooten Recreation Area Playground PrimeTime swing frame, Item #12583, or equal.	780 <sup>00</sup>	780 <sup>00</sup>
5	2	Franklin Wooten Recreation Area Playground PrimeTime swing add-a- bay, Item #12584, or equal.	499 <sup>00</sup>	998 <sup>00</sup>
6	1	Franklin Wooten Recreation Area PrimeTime 3 1/2" OD zero-G chair (ages 5-12) seat package, Item #ss8552, or equal.	350 <sup>00</sup>	350 <sup>00</sup>
7	1	Franklin Wooten Recreation Area Playground PrimeTime 3 1/2" Zero- G Chair (ages 2-5) seat package, Item # ss8555, or equal.	350 <sup>00</sup>	350 <sup>00</sup>
8	2	Franklin Wooten Recreation Area Playground PrimeTime 3 1/2" enclosed tot swing, Item #ss8696, or equal.	114 <sup>00</sup>	228 <sup>00</sup>
9	2	Franklin Wooten Recreation Area Playground PrimeTime 3 1/2" super seat, Item #ss8906, or equal.	57 <sup>00</sup>	114 <sup>00</sup>
10	2	Franklin Wooten Recreation Area GameTime tuffclad in-ground bench Model #28009, or equal.	280 <sup>00</sup>	560 <sup>00</sup>

Beech Fork State Park Playground Equipment  
PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
11	2	Franklin Wooten Recreation Area GTImpaz wear mats or equal.	336 <sup>00</sup>	672 <sup>00</sup>
12	2	Franklin Wooten Recreation Area. Geo-textile fabric, 2,250 sq. ft. roll, or equal.	230 <sup>00</sup>	460 <sup>00</sup>
13	59	Franklin Wooten Recreation Area Gametime 4' straight sections x 8" high play curb, Item #4850, or equal.	34.00	2006 <sup>00</sup>
14	4,238 Sq. Ft.	Franklin Wooten Recreation Area engineered wood fiber @ 8" compacted depth or equal.		3204 <sup>00</sup>
15	1	Franklin Wooten Recreation Area GTImpax Accessible 8" play curb, model # 4854 or equal.	520 <sup>00</sup>	520 <sup>00</sup>
16	1	Removal of existing playground equipment from the Franklin Wooten Recreation Area Playground. Park personnel will dispose of all old playground equipment. Prevailing heavy wage rates must be paid for Wayne County, West Virginia.	1400 <sup>00</sup>	1400 <sup>00</sup>
17	1	Installation of Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, & 14 in the Franklin Wooten Recreation Area Playground. Prevailing heavy wage rates must be paid for Wayne County, West Virginia.	14243 <sup>00</sup>	14243 <sup>00</sup>
18	1	Lakeview Campground Playground PrimeTime spiral slide, Item #81731, or equal.	3679 <sup>00</sup>	3679 <sup>00</sup>
19	1	Lakeview Campground Playground PrimeTime swing frame, Item #12583, or equal.	780 <sup>00</sup>	780 <sup>00</sup>
20	1	Lakeview Campground Playground PrimeTime swing add-a-bay, Item #12584, or equal.	499 <sup>00</sup>	499 <sup>00</sup>

Beech Fork State Park Playground Equipment  
PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
21	1	Lakeview Campground Playground PrimeTime 3 1/2" Zero-G Chair (5-12) seat package with stainless steel chain, Item # ss8552, or equal.	350 <sup>00</sup>	350 <sup>00</sup>
22	1	Lakeview Campground Playground PrimeTime 3 1/2" zero-G chair (ages 2 to 5) seat package Item # ss8555, or equal.	350 <sup>00</sup>	350 <sup>00</sup>
23	2	Lakeview Campground Playground PrimeTime 3 1/2" super seat, Item #SS8906, or equal.	57 <sup>00</sup>	114 <sup>00</sup>
24	2	Lakeview Campground Playground GameTime tuffclad in-ground bench, Item #28009, or equal.	280 <sup>00</sup>	560 <sup>00</sup>
25	1	Lakeview Campground Playground geo-textile fabric, 2,250 sq. ft. , or equal.	310 <sup>00</sup>	310 <sup>00</sup>
26	48	Lakeview Campground Playground Gametime 4' straight sections x 8" high play curb, Item #4850, or equal.	34 <sup>00</sup>	1632 <sup>00</sup>
27	2,150 Sq. Ft.	Lakeview Campground Playground engineered wood fiber @ 8" compacted depth or equal.	1614 <sup>00</sup>	1614 <sup>00</sup>
28	2	Lakeview Campground Playground GTImpaz wear mats or equal.	336	672 <sup>00</sup>
29	1	Lakeview Campground GTImpax Accessible 8" play curb, model # 4854 or equal.	520 <sup>00</sup>	520 <sup>00</sup>



Beech Fork State Park Playground Equipment  
PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
30	1	Installation of Items 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 & 27 in the Lakeview Campground Playground. Prevailing heavy wage rates must be paid for Wayne County, West Virginia.	3890 <sup>00</sup>	\$3890 <sup>00</sup>
31	1	Moxley Branch Campground Playground GameTime jumbo flyer spring rider, Item #6064, or equal.	650 <sup>00</sup>	650 <sup>00</sup>
32	1	Moxley Branch Campground Playground PrimeTime spiral slide, Item #81731, or equal.	3679 <sup>00</sup>	3679 <sup>00</sup>
33	1	Moxley Branch Campground Playground PrimeTime swing frame, Item #12583, or equal.	780 <sup>00</sup>	780 <sup>00</sup>
34	1	Moxley Branch Campground Playground PrimeTime swing add-a-bay, Item #12584, or equal.	499 <sup>00</sup>	499 <sup>00</sup>
35	2	Moxley Branch Campground Playground PrimeTime 3 1/2" enclosed tot swing, Item #SS8696, or equal.	114 <sup>00</sup>	228 <sup>00</sup>
36	2	Moxley Branch Campground Playground PrimeTime 3 1/2" super seat, Item #SS8906, or equal.	57 <sup>00</sup>	114 <sup>00</sup>
37	1	Moxley Branch Campground Playground GameTime tuffclad in-ground bench Model #28009, or equal.	280 <sup>00</sup>	280 <sup>00</sup>
38	1	Moxley Branch Campground Playground geo-textile fabric, 2,250 sq. ft. roll, or equal.	310 <sup>00</sup>	310 <sup>00</sup>
39	42	Moxley Branch Campground Playground Gametime 4' straight sections x 8" high play curb, Item #4850, or equal.	34.00	1420 <sup>00</sup>

Beech Fork State Park Playground Equipment  
PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
40	1	Moxley Branch Campground GTImpax Accessible 8" play curb, model # 4854 or equal.	520 <sup>00</sup>	520 <sup>00</sup>
41	2,035 Sq. Ft.	Moxley Branch Campground engineered wood fiber @ 8" compacted depth or equal.	1566 <sup>00</sup>	1566 <sup>00</sup>
42	2	Moxley Branch Campground Playground GTImpaz wear mats or equal.	336	672 <sup>00</sup>
43	1	Removal of existing playground equipment from the Moxley Branch Campground Playground. Park personnel will dispose of all old playground equipment. Prevailing heavy wage rates must be paid for Wayne County, West Virginia.	250 <sup>00</sup>	250 <sup>00</sup>
44	1	Installation of Items 29, 30, 31, 32, 33, 34, 35, 36, 37, 38 & 39 in the Franklin Wooten Recreation Area Playground. Prevailing heavy wage rates must be paid for Wayne County, West Virginia.	3061 <sup>00</sup>	3061 <sup>00</sup>
45	1	PrimTime spiral slide, Item #81731, or equal.	3679 <sup>00</sup>	3679 <sup>00</sup>
46	1	Four Coves Campground. PrimeTime swing frame, Item #12583, or equal.	780 <sup>00</sup>	780 <sup>00</sup>
47	1	Four Coves Campground. PrimeTime swing add-a-bay, Item #12584, or equal.	499 <sup>00</sup>	499 <sup>00</sup>
48	2	Four Coves Campground. PrimeTime 3 1/2" enclosed tot swing, Item #ss8696, or equal	114 <sup>00</sup>	228 <sup>00</sup>
49	2	Four Coves Campground. PrimeTime 3 1/2" super seat, Item #ss8906, or equal.	57 <sup>00</sup>	114 <sup>00</sup>

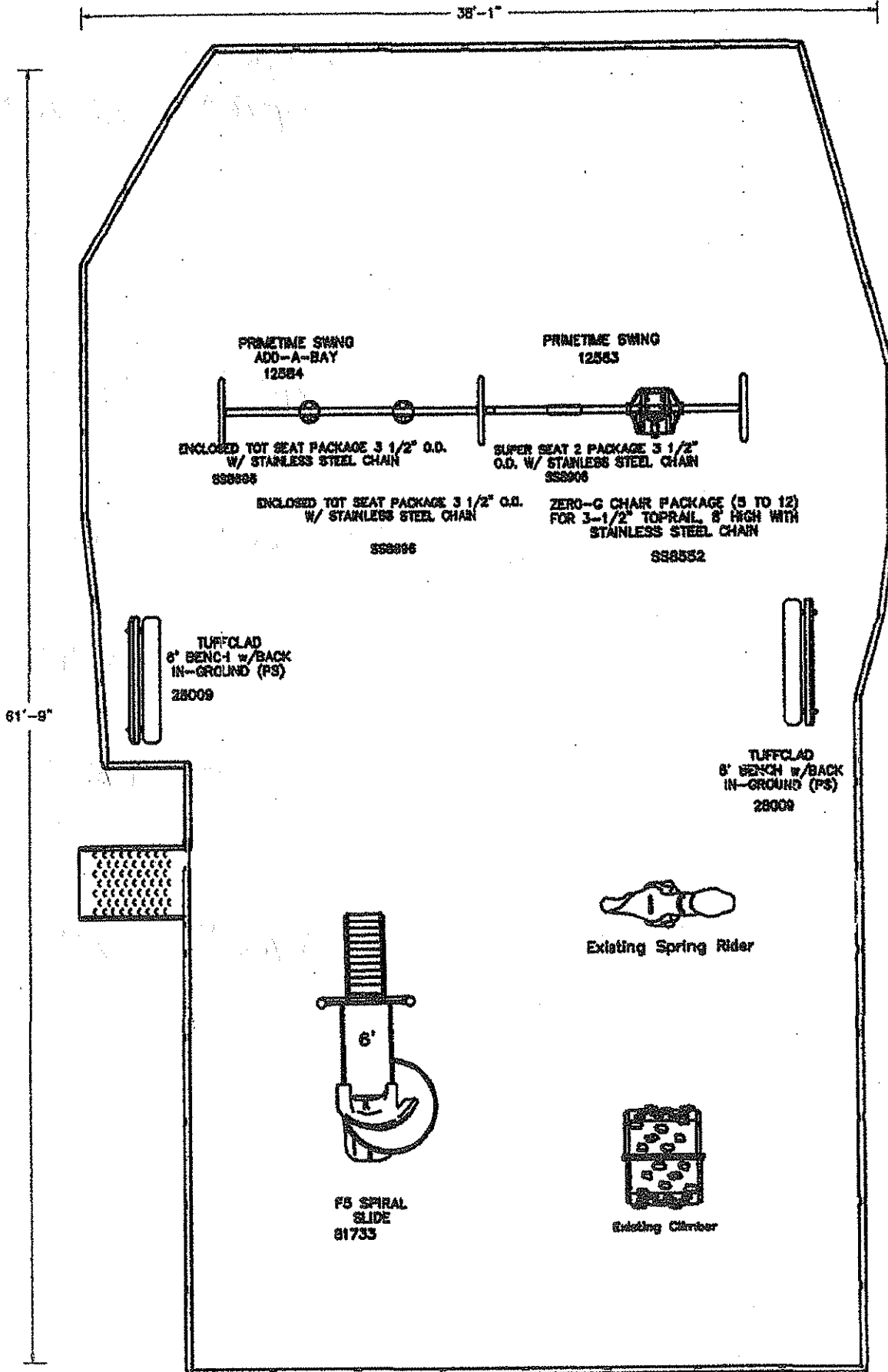
Beech Fork State Park Playground Equipment  
**PRICING SHEET**

Item No.	Quantity	Description	Unit Price	Amount
50	1	Four Coves Campground Playground GameTime tuffclad in-ground bench, Item #28009, or equal.	280 <sup>00</sup>	280 <sup>00</sup>
51		Four Coves Campground Playground geo-textile fabric, 2,250 sq. ft. roll, or equal.	310 <sup>00</sup>	310 <sup>00</sup>
52	67	Four Coves Campground Playground Gametime 4' straight sections x 8" high play curb, Item #4850, or equal.	34 <sup>00</sup>	2278 <sup>00</sup>
53	1	Four Coves Campground Playground GTImpax Accessible 8" play curb, model # 4854 or equal.	520 <sup>00</sup>	520 <sup>00</sup>
54	2000 sq. ft.	Four Coves Campground Playground engineered wood fiber @ 8" compacted depth or equal.	\$1554 <sup>00</sup>	1554 <sup>00</sup>
55	2	Four Coves Campground Playground GTImpaz wear mats or equal.	336 <sup>00</sup>	672 <sup>00</sup>
56	1	Removal of existing playground equipment from the Four Coves Campground Playground. Park personnel will dispose of all old playground equipment. Prevailing heavy wage rates must be paid for Wayne County, West Virginia.	1200 <sup>00</sup>	1200 <sup>00</sup>
57	1	Installation of Items 43, 44, 45, 46, 47, 48, 49, 50, & 51 in the Four Coves Campground Playground. Prevailing heavy wage rates must be paid for Wayne County, West Virginia.	4515 <sup>00</sup>	4515 <sup>00</sup>

Beech Fork State Park Playground Equipment  
PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
58	2	Add Alternate Number One - Four Coves Campground Playworld Systems climbing boulders tower builder, item #ZZBD0014, or equal.	6210 <sup>00</sup>	12420 <sup>00</sup>
59	1	Add Alternate Number One Four Coves Campground Playworld Systems boulder to ground net climber, Item #ZZZBD0021, or	2200 <sup>00</sup>	2200 <sup>00</sup>
60	1	Add Alternate Number One - Four Coves Campground Playground GameTime tuffclad in-ground bench Model #28009, or equal.	280 <sup>00</sup>	280 <sup>00</sup>
61	1	Add Alternate Number One - Four Coves Campground Playground geo textile fabric, 1,125 sq. ft. roll, or equal.	160 <sup>00</sup>	160 <sup>00</sup>
62	17	Four Coves Campground Playground Gametime 4' straight sections x 8" high play curb, Item #4850, or equal.	34 <sup>00</sup>	578 <sup>00</sup>
63	576 sq. ft.	Four Coves Campground Playground engineered wood fiber @ 8" compacted depth or equal.	628 <sup>00</sup>	628 <sup>00</sup>
64	1	Installation of Items 54, 55, 56, 57, 58, & 59 in the Four Coves Campground Playground. Prevailing heavy wage rates must be paid for Wayne County, West Virginia.	8900 <sup>00</sup>	8900 <sup>00</sup>

# DNR 209171 LAKEVIEW CAMPGROUND PLAYGROUND





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  
 DNR209171

PAGE  
 1

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

VENDOR

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

SHIP TO

DIVISION OF NATURAL RESOURCES  
 BEECH FORK STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 5601 LONG BRANCH ROAD  
 BARBOURSVILLE, WV  
 25504 522-0303

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/21/2009				

BID OPENING DATE: 06/03/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED:						
1) QUESTIONS AND ANSWERS RESULTING FROM THE MANDATORY PRE-BID MEETING HELD ON 05/14/09.						
2) MANDATORY PRE-BID SIGN IN SHEET.						
BID OPENING DATE AND TIME HAVE NOT CHANGED.						
0001	1	LS		650-38		
PLAYGROUND EQUIPMENT						
***** THIS IS THE END OF RFQ DNR209171 *****						TOTAL: 112908 <sup>00</sup>
INCLUDES ALTERNATE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>JK Self</i>	800/385-0075	5/27/09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>SALAS MANOGKA</i>	52-2132887		

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

**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."

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**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

THE  
CINCINNATI INSURANCE COMPANY  
CINCINNATI, OHIO

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Playground Specialists, Inc

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, 6200 S. Gilmore Road, Fairfield, Ohio 45014-5141, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto

Department of Natural Resources

as Obligee, hereinafter called the Obligee, in the sum of 5% of bid

Dollars (\$ 5% of bid ),


for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

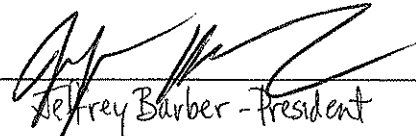
Beech Fork State Park Barboursville, WV

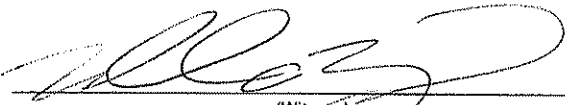
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

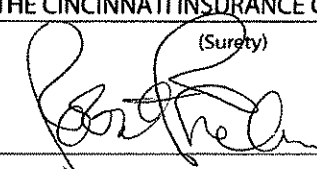
Signed and sealed this 1st day of June, 2009

  
\_\_\_\_\_  
STEVEN SCITKA (Witness)

Playground Specialists, Inc.  
\_\_\_\_\_  
(Principal) (Seal)

By:   
\_\_\_\_\_  
Jeffrey Barber - President (Title)

  
\_\_\_\_\_  
(Witness)  
Michael A. Hayes

THE CINCINNATI INSURANCE COMPANY  
\_\_\_\_\_  
(Surety) (Seal)  
By:   
\_\_\_\_\_  
Robert Phelan Attorney-in-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, February 1970 Edition.



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Robert Phelan; Michael Hayes; Mary Beth Pizzi; Marsha Hawbaker and/or Dennis M. Corapi

of Emmitsburg and Hagerstown, Maryland its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 1st day of April, 2007, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 1st day of June, 2009



Gregory J. Schlemmer
Secretary