

RECEIVED

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WV PURCHASING  
DIVISION

**MODULAR PLAYGROUND**  
PREPARED FOR  
**BABCOCK STATE**  
**PARK**  
**CLIFFTOP, WV**  
**AUGUST 27<sup>TH</sup>, 2009**

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**CUNNINGHAM ASSOCIATES, INC**  
**P.O. BOX 240981**  
**CHARLOTTE, NC 28224**  
**1-800-438-2780**



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  
 DNR209199

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 804-558-2596

**VENDOR**  
 \*709033753 800-438-2780  
 CUNNINGHAM ASSOCIATES INC  
 PO BOX 240981  
 CHARLOTTE NC 28224

**SHIP TO**  
 DIVISION OF NATURAL RESOURCES  
 BABCOCK STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 HC 35, BOX 150  
 CLIFFTOP, WV  
 25831 438-5662

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/30/2009				

BID OPENING DATE: 09/01/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		650-38		
PLAYGROUND EQUIPMENT FOR BABCOCK STATE PARK  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 THE AGENCY WITH PLAYGROUND EQUIPMENT FOR BABCOCK STATE PARK LOCATED IN CLIFFTOP, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.  NO INSTALLATION IS REQUIRED.  A MANDATORY PRE-BID WILL BE HELD ON AUGUST 10, 2009 AT 1:30 PM AT THE PARK'S HEADQUARTERS IN CLIFFTOP, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.  AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE 800-438-2780 DATE 8-27-09

TITLE Project Manager FEIN 54-0883979 ADDRESS CHANGES TO BE NOTED ABOVE

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



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 804-558-2596

VENDOR

\*709033753      800-438-2780  
 CUNNINGHAM ASSOCIATES INC  
 PO BOX 240981  
 CHARLOTTE NC 28224

SHIP TO

DIVISION OF NATURAL RESOURCES  
 BABCOCK STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 HC 35, BOX 150  
 CLIFFTOP, WV  
 25831      438-5662

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07/30/2009				

BID OPENING DATE: 09/01/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 08/14/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.: .....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 800-438-2780	DATE 8-27-09
TITLE Project Manager	FEIN 54-0883979	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1	.....	✓				
NO. 2	.....	✓				
NO. 3	.....					
NO. 4	.....					
NO. 5	.....					
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
				 ..... SIGNATURE <i>GameTime.cla.Cunningham Associates</i> COMPANY		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 800-438-2780	DATE 8-27-09
TITLE Project Manager	FEIN 54-0883979	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE						
REV. 11/96						
<p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p>						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 800-438-2780	DATE 8-27-09
TITLE Project Manager	FEIN 54-0883979	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: 09/01/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:				KRISTA FERRELL-FILE 21		
RFQ. NO.:				DNR209199		
BID OPENING DATE:				09/01/2009		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				704-525-7356		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				John Cunningham		
***** THIS IS THE END OF RFQ DNR209199 ***** TOTAL:						\$ 46,984.13

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 800-438-2780	DATE 8-27-09
TITLE Project Manager	FEIN 54-088399	ADDRESS CHANGES TO BE NOTED ABOVE

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

**WVDNR209199**  
**Babcock State Park Playground Specifications**

To supply playground equipment to offer play activities for children ages five (5) to twelve (12) at Babcock State Park, Clifftop, West Virginia. Playground equipment will be purchased for three separate areas in the park. Park personnel will install all playground equipment. F.O.B. Destination. Freight and/or delivery charges are to be included in the price of the goods. Delivery should be made within thirty (30) days of purchase order award. The award may be split if it is in the best interest of the West Virginia Division of Natural Resource

**CAMPGROUND AREA PLAYGROUND**

PowerScape meadow place play structure, Item #G85172, or equal. Structure must have the same type of play events including the minimum number in the specified Item; and uprights and support bars must be constructed of galvanized steel.

PrimeTime swing frame, Item #12583, or equal. Swing frame must have a minimum 3 ½" OD; must have an arched style top rail; must be a minimum 8' installed height; must be constructed of galvanized steel; and must accommodate two swing units.

PrimeTime swing add-a-bay, Item #12584, or equal. Frame must have a minimum 3 ½" OD; must have an arched style top rail; must be minimum 8' installed height; must be constructed of galvanized steel; and must accommodate two swing units.

PrimeTime 3 ½" enclosed tot swing with galvanized chain, Item #8696, or equal.

PrimeTime 3 ½" belt seat with galvanized chain, Item #8910, or equal.

Geo-textile fabric 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.

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

One (1) day of supervision by successful vendor. Park personnel will install all playground equipment and this will provide oversight to ensure that all equipment is assembled and installed properly according to manufacturer's guidelines.

**MANN'S CREEK PICNIC AREA PLAYGROUND**



**WVDNR209199**  
**Babcock State Park Playground Specifications**

PlayworldSystems challengers play structure, Item #350-0704, or equal. Structure must have at least the same type of play events including the minimum number in the specified Item and the uprights and support bars must be constructed of galvanized steel.

PrimeTime swing frame, Item #12583, or equal. Swing frame must have a minimum 3 ½" OD; must have an arched style top rail; must be a minimum 8' installed height; must be constructed of galvanized steel; and must accommodate two swing units.

PrimeTime swing-a-bay, Item #12584, or equal. Frame must have a minimum 3 ½" OD; must have an arched style top rail; must be minimum 8' installed height; must be constructed of galvanized steel; and must accommodate two swing units.

PrimeTime 3 ½" belt seat with galvanized chain, Item #8910, or equal.

PrimeTime 3 ½" enclosed tot swing with galvanized chain, Item #8696, or equal.

Geo-textile fabric 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.

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

One (1) day of supervision by successful vendor. Park personnel will install all playground equipment and this will provide oversight to ensure that all equipment is assembled and installed properly according to manufacturer's guidelines.

**SUGAR CAMP RUN PICNIC AREA PLAYGROUND**

PowerScape meadow place play structure, Item #G85172, or equal. Structure must have the same type of play events including the minimum number in the specified Item; and uprights and support bars must be constructed of galvanized steel.

PrimeTime swing frame, Item #12583, or equal. Swing frame must have a minimum 3 ½" OD; must have an arched style top rail; must be a minimum 8' installed height; must be constructed of galvanized steel; and must accommodate two swing units.

PrimeTime Swing add-a bay Item #12584, or equal. Frame must have a minimum 3 ½" OD; must have an arched style top rail; must be minimum 8' installed height; must be constructed of galvanized steel; and must accommodate two swing units.

PrimeTime 3 ½" belt seat with galvanized chain, Item #8910, or equal.

**WVDNR209199**  
**Babcock State Park Playground Specifications**

PrimeTime 3 ½" enclosed tot swing with galvanized chain, Item #8696, or equal.

Geo-textile fabric 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.

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

One (1) day of supervision by successful vendor. Park personnel will install all playground equipment and this will provide oversight to ensure that all equipment is assembled and installed properly according to manufacturer's guidelines.

**WVDNR209199**  
**Babcock State Park Playground Specifications**

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.

Color scheme of equipment must be coordinated with Babcock State Park. Color of Items will be selected from manufacturer's standard colors.

A mandatory pre-bid conference will be held on, August 10, 2009, at Babcock State Park Headquarters at 1:30 p.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.

**WVDNR209199**  
**Babcock State Park Playground Specifications**

Pricing Sheet:

**Vendors must provide unit prices for all line items. Failure to provide unit prices will result in the disqualification of the vendor's bid.**

WVDNR209199  
 Babcock 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 "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	Item
1	Campground Area Playground PowerScape meadow place play structure, Item #G85172, or equal.	GT	
2	Campground Area Playground Primetime swing frame, Item #12583, or equal.	↓	
3	Campground Area Playground Primetime swing add-a-bay, Item #12584, or equal.		
4	Campground Area Playground PrimeTime 3½" enclosed tot swing with galvanized chain, Item #8696, or equal.		
5	Campground Area Playground PrimeTime 3½" belt seat with galvanized chain, Item #8910, or equal.		
6	Campground Area Playground geo-textile fabric or equal.		
7	Campground Area Playground engineered wood fiber @ 8" compacted depth or equal.		
8	Campground Area Playground one (1) day of supervision by successful vendor.		
9	Manns Creek Picnic Area Playground PlayworldSystems challengers play structure, Item #350-0704, or equal.		
10	Manns Creek Picnic Area Playground PrimeTime swing frame, Item #12583, or equal.		

WVDNR209199  
 Babcock State Park  
**PLAYGROUND EQUIPMENT SHEET**

Item No.	Equipment	Manufacturer	Item
11	Manns Creek Picnic Area Playground PrimeTime swing add-a-bay, Item #12584, or equal.	GT ↓	
12	Manns Creek Picnic Area Playground PrimeTime 3½" belt seat with galvanized chain, Item #8910, or equal.		
13	Manns Creek Picnic Area Playground PrimeTime 3½" enclosed tot swing with galvanized chain, Item #8696, or equal.		
14	Manns Creek Picnic Area Playground geo-textile fabric or equal.		
15	Manns Creek Picnic Area Playground engineered wood fiber @ 8" compacted depth or equal.		
16	Manns Creek Picnic Area Playground one (1) day of supervision by successful vendor.		
17	Sugar Camp Run Picnic Area Playground PowerScape meadow place play structure, Item #g85172, or equal.		
18	Sugar Camp Run Picnic Area Playground Primetime swing frame, Item #21583, or equal.		
19	Sugar Camp Run Picnic Area Playground Primetime swing add-a-bay, Item #21584, or equal.		
20	Sugar Camp Run Picnic Area Playground PrimeTime 3½" enclosed tot swing with galvanized chain, Item #8696, or equal.		

Babcock State Park

**PLAYGROUND EQUIPMENT SHEET**

Item No.	Equipment	Manufacturer	Item
21	Sugar Camp Run Picnic Area Playground PrimeTime 3½" belt seat with galvanized chain, Item #8910, or equal.	GT	
22	Sugar Camp Run Picnic Area Playground geo-textile fabric or equal.		
23	Sugar Camp Run Picnic Area Playground engineered wood fiber @ 8" compacted depth or equal.		
24	Sugar Camp Run Picnic Area Playground one (1) day of supervision by successful vendor.		

Babcock State Park Playground Equipment  
PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
1	1	Campground Area Playground PowerScape meadow place play structure, Item #G85172, or equal.		\$ 10,834.20
2	1	Campground Area Playground Primetime swing frame, Item #12583, or equal.		\$ 883.20
3	1	Campground Area Playground Primetime swing add-a-bay, Item #12584, or equal.		\$ 548.00
4	1	Campground Area Playground PrimeTime 3½" enclosed tot swing with galvanized chain, Item #8696, or equal.		\$ 170.30
5	3	Campground Area Playground PrimeTime 3½" belt seat with galvanized chain, Item #8910, or equal.	\$ 122.20	\$ 366.60
6	3,432 square feet	Campground Area Playground geo-textile fabric square foot roll or equal.	PLEASE NOTE: Bidders must include a unit price. This item cannot be bid Lump Sum. 1 square foot x price = per unit price.	<del>\$ 500</del>
7	3,432 square feet	Campground Area Playground engineered wood fiber @ 8" compacted depth or equal.	PLEASE NOTE: Bidders must include a unit price. This item cannot be bid Lump Sum. 1 square foot x price = per unit price.	<del>\$ 500</del>
8	1	Campground Area Playground one (1) day of supervision by successful vendor.		\$ 850.00
9	1	Manns Creek Picnic Area Playground PlayworldSystems challengers play structure, Item #350-0704, or equal.		\$ 12,959.10



Babcock State Park Playground Equipment  
PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
10	1	Manns Creek Picnic Area Playground PrimeTime swing frame, Item #12583, or equal.		\$ 883.20
11	1	Manns Creek Picnic Area Playground PrimeTime swing add-a-bay, Item #12584, or equal.		\$ 548.00
12	3	Manns Creek Picnic Area Playground PrimeTime 3½" belt seat with galvanized chain, Item # 8910, or equal.	\$ 122.20	\$ 366.60
13	1	Manns Creek Picnic Area Playground PrimeTime 3½" enclosed tot swing with galvanized chain, Item #8696, or equal.		\$ 170.30
<del>14</del>	<del>3,192</del> square feet	<del>Manns Creek Picnic Area Playground geo-textile fabric or equal.</del>	<del>PLEASE NOTE: Bidders must include a unit price. This item cannot be bid Lump Sum. 1 square foot x price = per unit price. <del>XXXXX.XXX</del></del>	<del>\$ <del>XXXXXX</del></del>
<del>15</del>	<del>3,192</del> square feet	<del>Manns Creek Picnic Area Playground engineered wood fiber @ 8" compacted depth or equal.</del>	<del>PLEASE NOTE: Bidders must include a unit price. This item cannot be bid Lump Sum. 1 square foot x price = per unit price. <del>XXXXX</del></del>	<del>\$ <del>XXXXXX</del></del>
16	1	Manns Creek Picnic Area Playground one (1) day of supervision by successful vendor.		\$ 850.00
17	1	Sugar Camp Run Picnic Area Playground PowerScape meadow place play structure , Item #g85172, or equal.		\$ 10,834.20
18	1	Sugar Camp Run Picnic Area Playground Primetime swing frame, Item #21583, or equal.		\$ 883.20

WVDNR209199  
 Babcock State Park Playground Equipment  
**PRICING SHEET**

Item No.	Quantity	Description	Unit Price	Amount
19	1	Sugar Camp Run Picnic Area Playground Primetime swing add-a-bay, Item #21584, or equal.		\$ 548.00
20	1	Sugar Camp Run Picnic Area Playground PrimeTime 3½" enclosed tot swing with galvanized chain, Item #8696, or equal.		\$ 170.30
21	3	Sugar Camp Run Picnic Area Playground PrimeTime 3½" belt seat with galvanized chain, Item #8910, or equal.	\$ 122.20	\$ 366.60
22	2,592 square feet	Sugar Camp Run Picnic Area Playground geo-textile fabric or equal.	PLEASE NOTE: Bidders must include a unit price. This Item cannot be bid Lump Sum. 1 square foot x price = per unit price. <del>XXXXXXXXXX</del>	\$ <del>XXXXXXXXXX</del>
23	2,592 square feet	Sugar Camp Run Picnic Area Playground engineered wood fiber @ 8" compacted depth or equal.	PLEASE NOTE: Bidders must include a unit price. This Item cannot be bid Lump Sum. 1 square foot x price = per unit price. <del>XXXX</del>	<del>XXXXXXXXXX</del>
24	1	Sugar Camp Run Picnic Area Playground one (1) day of supervision by successful vendor.		\$ 850.00
<b>TOTALS</b>				

Freight: 3,902.33

46,984.13

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.

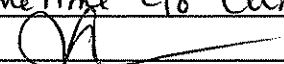
**LICENSING:**

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: GameTime c/o Cunningham AssociatesAuthorized Signature: Date: 8-27-09



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:  
 DNR209199

PAGE:  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 KRISTA FERRELL  
 304-558-2596

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIVISION OF NATURAL RESOURCES  
 BABCOCK STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 HC 35, BOX 150  
 CLIFFTOP, WV  
 25831 438-5662

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/25/2009				

BID OPENING DATE:	09/01/2009	BID OPENING TIME	01:30PM
-------------------	------------	------------------	---------

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) ANSWER ALL TECHNICAL QUESTIONS SUBMITTED PRIOR TO THE DEADLINE FOR TECHNICAL QUESTIONS,						
2.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST, AND						
3.) ADD THE FOLLOWING LANGUAGE:						
"VENDORS MUST PROVIDE ALL UNIT PRICING IN THE UNIT OF MEASURE REQUESTED BY THE AGENCY. FAILURE TO PROVIDE UNIT PRICING IN THE GIVEN UNIT OF MEASURE WILL RESULT IN THE DISQUALIFICATION OF THE VENDOR'S BID."						
"VENDOR'S MUST SUBMIT PRICING ON THE GIVEN PRICING SHEET. FAILURE TO SUBMIT A COMPLETED PRICING SHEET WILL RESULT IN THE DISQUALIFICATION OF THE VENDOR'S BID."						
"PRICING SHEETS SHOULD BE FREE FROM MATHEMATICAL ERROR AND BE LIGIBLE (TYPED PAGE PREFERRED). UNIT COST FOR ITEMS PREVAIL IN ALL CASES IN ACCORDANCE WITH WV CODE OF RULES 148 CSR 1 SECTION 6.3.3 AND PER ITEM 4 UNDER THE GENERAL TERMS AND CONDITIONS (INSTRUCTIONS TO BIDDERS) CONTAINED WITHIN THIS SOLICITATION."						
***** END ADDENDUM NO. 1 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	800-438-2750	8-27-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Project Manager	54-0883974	

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

**RFQ #: DNR209199**

**Addendum No. 1**

**Questions & Answers/Clarifications**

- 1.) Are we to include the statement of compliance from the manufacturer that verifies that they are compliant with the Consumer Product Safety Improvement Act (CPSIA 2008) which was enacted, in part, to reduce or eliminate concentrations of lead, certain heavy metals, and certain phthalates from Children's Products" which includes commercial playground equipment?**

**Answer: All playground equipment must meet Consumer Product Safety Improvements Act (CPSIA), Section 101 lead limits. Vendor must provide proof of compliance.**

Page 1 of 1  
Date: AUGUST 10, 2009

**SIGN IN SHEET**

Request for Proposal No. \_\_\_\_\_

PLEASE PRINT

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: VIRGINIA PLAYGROUND SERVICE	14276 RIVERSIDE PARK	PHONE 434 296 3289
Rep: JIM BENEDET	A SELAND, VA 2205	TOLL FREE
Email Address: jim@va-playgrounds.com		FAX 434 296 3289
Company: SMITHSON PLAYGROUND INC	P.O. BOX 1505	PHONE 757 431 0057
Rep: SCOTT DUBOIS	VA BEACH VA 23454	TOLL FREE 800 257 1314
Email Address: SDUBOIS@SMITHSONPLAYGROUND.COM		FAX 757 431 0036
Company: Playground Specialist	17352 N. Sutton Ave.	PHONE 301-271-9236
Rep: Tommy Wood	Emmitsburg, MD 21737	TOLL FREE 800-385-0075
Email Address: tommy@playspec.com		FAX 301-271-9239
Company: Davis Athletics, LLC	2325 Liberty Street	PHONE 304-428-3000
Rep: Fred Davis	Parkersburg, WV 26101	TOLL FREE
Email Address: fdavis@yahoo.com		FAX 304-428-3002
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

Page \_\_\_\_\_ of \_\_\_\_\_  
 Date: \_\_\_\_\_

**SIGN IN SHEET**

Request for Proposal No. \_\_\_\_\_

PLEASE PRINT

PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Service Supply Ltd. Inc Rep: Dan Melton Email Address: danmelton@yehoo.com	997 Sunset Terrace Milton, WV 25541	PHONE 304-743-5260 TOLL FREE 800-848-7556 FAX 304-743-3860
Company: CUNNINGHAM ASSOC / GARDEN Rep: LARRY FITZGERALD Email Address: LARRY@CUNNINGHAMASSOC.COM	4324 GORDON AVE ROANOKE VA 24018	PHONE 800-438-2200 TOLL FREE FAX
Company: Taylor Sports + Rec Rep: Tom Nelson Email Address: CNE67@AOL.COM	836 Echo Road So. Charleston, WV 25303	PHONE 304-744-6548 TOLL FREE FAX 304-744-6545
Company:		PHONE TOLL FREE FAX
Rep:		
Email Address:		
Company:		PHONE TOLL FREE FAX
Rep:		
Email Address:		



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	PAGE
DNR209199	1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIVISION OF NATURAL RESOURCES  
 BABCOCK STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 HC 35, BOX 150  
 CLIFFTOP, WV  
 25831 438-5662

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/26/2009				

BID OPENING DATE: 09/01/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO ANSWER THE REMAINING TECHNICAL QUESTIONS SUBMITTED PRIOR TO THE DEADLINE FOR TECHNICAL QUESTIONS INADVERTENTLY OMITTED FROM ADDENDUM NO. 1.						
BID OPENING DATE REMAINS: 09/01/2009						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		650-38		
PLAYGROUND EQUIPMENT FOR BABCOCK STATE PARK						
***** THIS IS THE END OF RFQ DNR209199 ***** TOTAL:						<u>\$46,984.13</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS:

SIGNATURE	TELEPHONE 800-438-2786	DATE 8-27-09
TITLE Project Manager	FEIN 54-0883974	ADDRESS CHANGES TO BE NOTED ABOVE

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



**RFQ#: DNR209199**

**Addendum No. 2**

**Technical Questions & Answers Part II**

2.) Is wood fiber and geo-textile required for this bid since there is an open end contract for wood fiber and geo-textile?

Answer: No.

3.) Will 4" Square post be accepted for 5" round post?

Answer: Based on the question submitted, the agency will not accept 4" square post as a substitution for 5" round post.



**CUNNINGHAM ASSOCIATES INC.**  
Park & Playground Products

P.O. Box 240981  
Charlotte, NC 28224  
Phone Number: 1-800-438-2780  
Fax Number: 704-525-7356

QUOTE #:  
62481

**Babcock State Park - BID**

West Virginia State Parks  
Attn: Frank Whittaker  
2019 Washington Street East  
Charleston, WV 25305-0130  
Phone: 304-558-2316  
Frank.M.Whittaker@wvdnr.gov

Date: 08/31/2009  
Ship To Zip: 25305

Quantity	Part #	Description
		CAMPGROUND AREA
1	g85172	GameTime - PSPlus Meadow Place
1	12583	GameTime - Primetime Swing Frame, 3 1/2" Od
1	12584	GameTime - Primetime Swing Add-A-Bay, 3 1/2" Od
1	8696	GameTime - Encl Seat 3 1/2"(8696)
3	8910	GameTime - Belt Seat 3 1/2"Od(8910)
1	INSTALL	MISC - (1) Day of Supervised Installation Manns Creek Picnic
1	RDU	GameTime - PrimeTime Modular Unit (see attached drawings) (1) 4839 -- Click Wheel Ass'y (1) 4840 -- Answer Wheel Ass'y (1) 4841 -- Maze Wheel Ass'y (3) 80000 -- 49" Sq Punched Steel Deck (4) 80017 -- 10' Upright Assembly (alum) (8) 80019 -- 12' Upright Assembly (alum) (1) 80316 -- 6'-0" Dna Climber (1) 80464 -- 6' Leaning Wall Climber (1) 80674 -- 4'-0"Transfer Platform (1) 80715 -- 8'Tunnel-Up (1) 80850 -- Solar Panel (1) 80854 -- Tic-Tac-Toe Panel Enclosu (1) 80932 -- Gizmo Panel ADA - 3 Gizmos Bel Dk (1) 80959 -- Storefront Panel (1) 81109 -- Funnel Bridge-98" (1) 81337 -- 4' Zip Slide (2) 81339 -- 6' Wave Zip Slide (2) 81675 -- 6"/2'-0" Talk Tube (1) 81684 -- Telescope Upright Attachment
1	12583	GameTime - Primetime Swing Frame, 3 1/2" Od

**Babcock State Park - BID**

QUOTE #:  
62481

Date: 08/31/2009

Quantity	Part #	Description
1	12584	GameTime - Primetime Swing Add-A-Bay, 3 1/2" Od
3	8910	GameTime - Belt Seat 3 1/2"Od(8910)
1	8696	GameTime - Encl Seat 3 1/2"(8696)
1	INSTALL	MISC - (1) Day of Supervised Installation SUGAR CAMP RUN
1	G85172	GameTime - PSPlus Meadow Place
1	12583	GameTime - Primetime Swing Frame, 3 1/2" Od
1	12584	GameTime - Primetime Swing Add-A-Bay, 3 1/2" Od
1	8696	GameTime - Encl Seat 3 1/2"(8696)
3	8910	GameTime - Belt Seat 3 1/2"Od(8910)
1	INSTALL	MISC - (1) Day of Supervised Installation

Site must be level and free of obstructions.

SubTotal: XXXXXXXXXX  
**Total Amount: \$46,984.13**

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ P.O. No: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Purchase Amount: **\$46,984.13**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_ Salesman Signature \_\_\_\_\_ Customer Signature

**ORDER INFORMATION:**

Bill to: \_\_\_\_\_ Ship to: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
 Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

West Virginia  
State Parks  
Campground Area  
Clifftop, WV

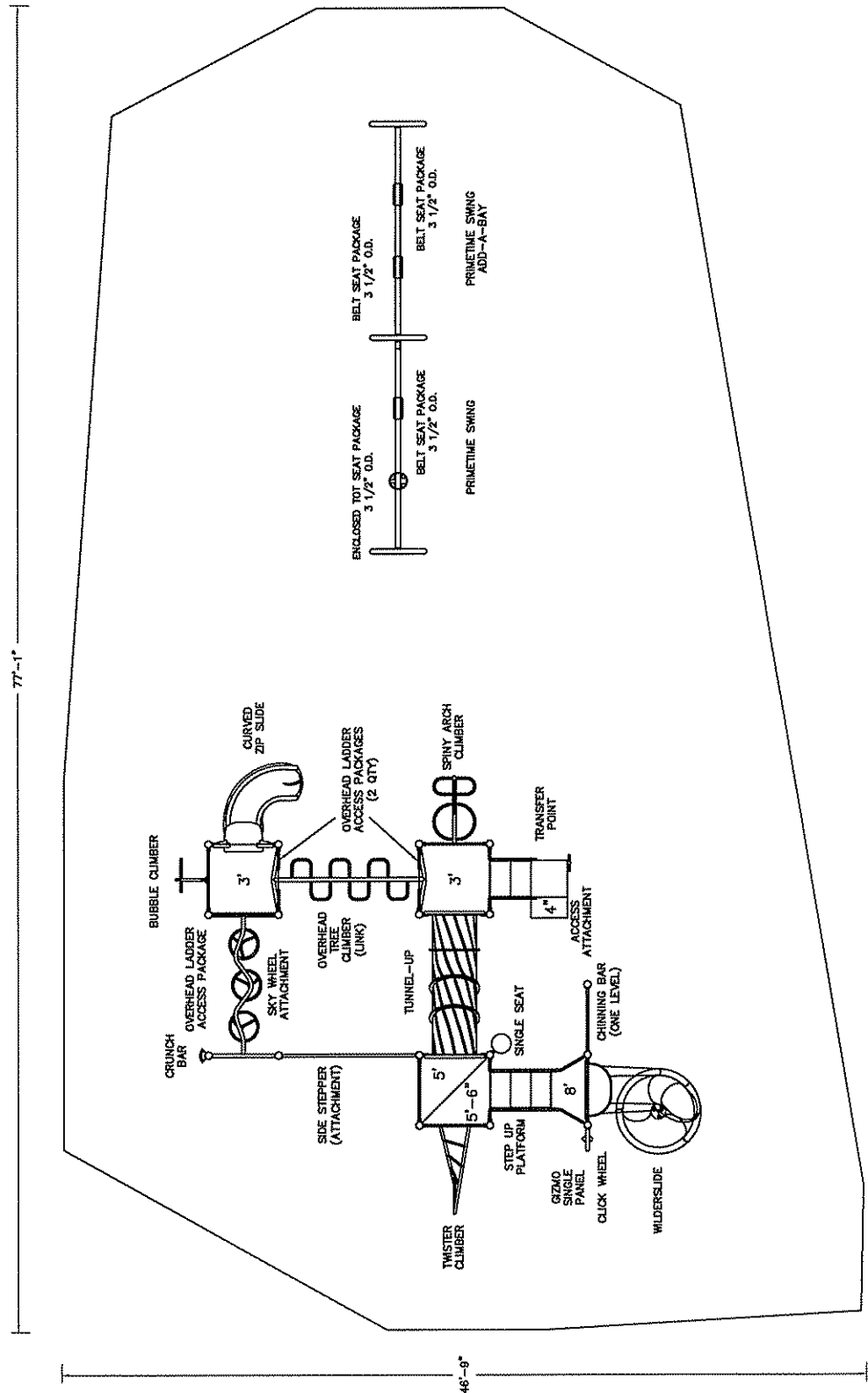
No.	Revision	Date

This play equipment is recommended for children ages

Soft, resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614.



Drawn By: \_\_\_\_\_  
 Scale: 1" = 5'-0"  
 Date: \_\_\_\_\_  
 Drawing Name: \_\_\_\_\_



West Virginia  
State Parks  
Sugar Camp  
Clifftop, WV

No.	Revision	Date

This play equipment is recommended for children ages

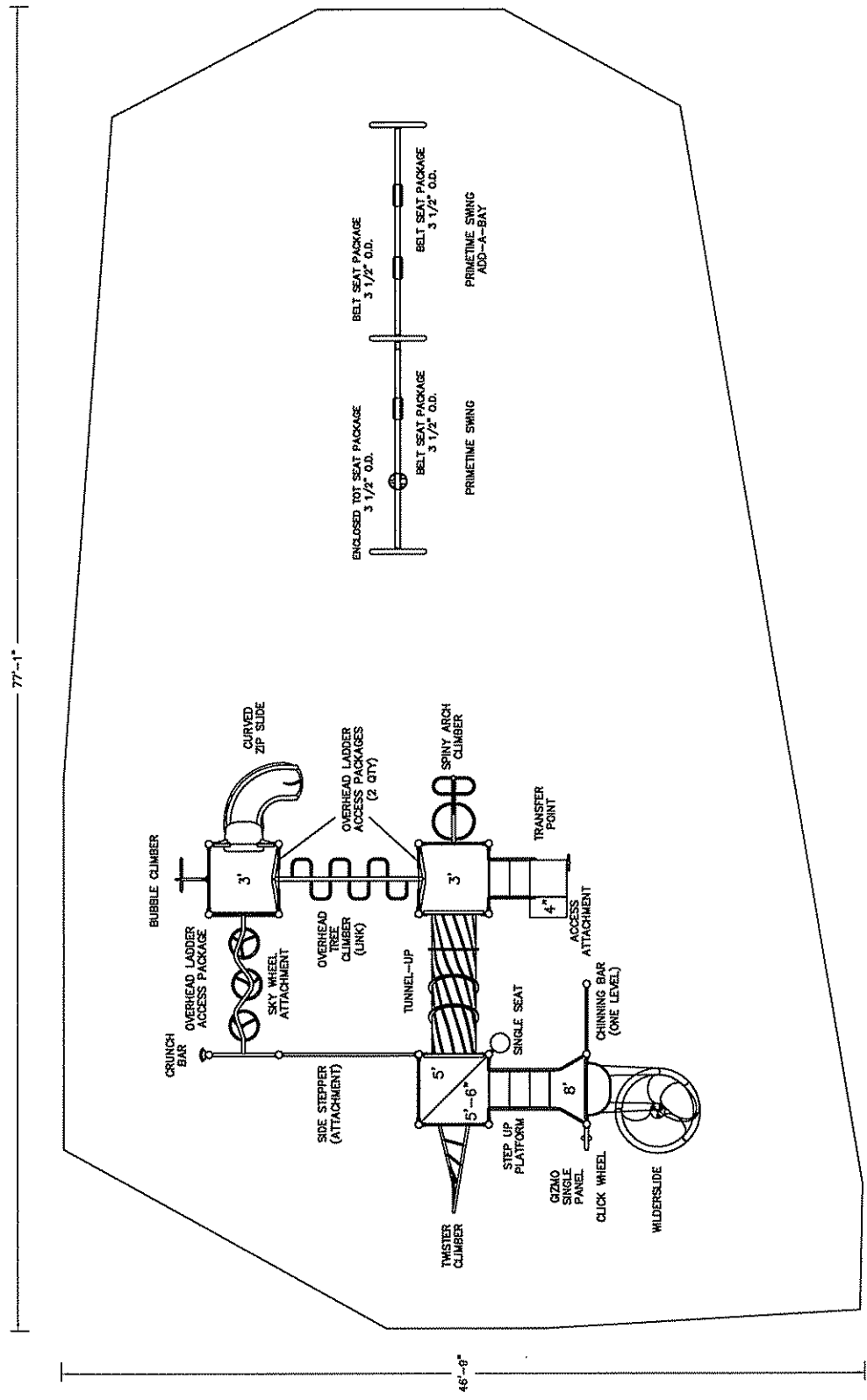
Soft, resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614.



Drawn By: \_\_\_\_\_ Scale: 1" = 5'-0"

Date: \_\_\_\_\_

Drawing Name: \_\_\_\_\_



West Virginia  
State Park  
Manns Creek  
Clifftop, WV

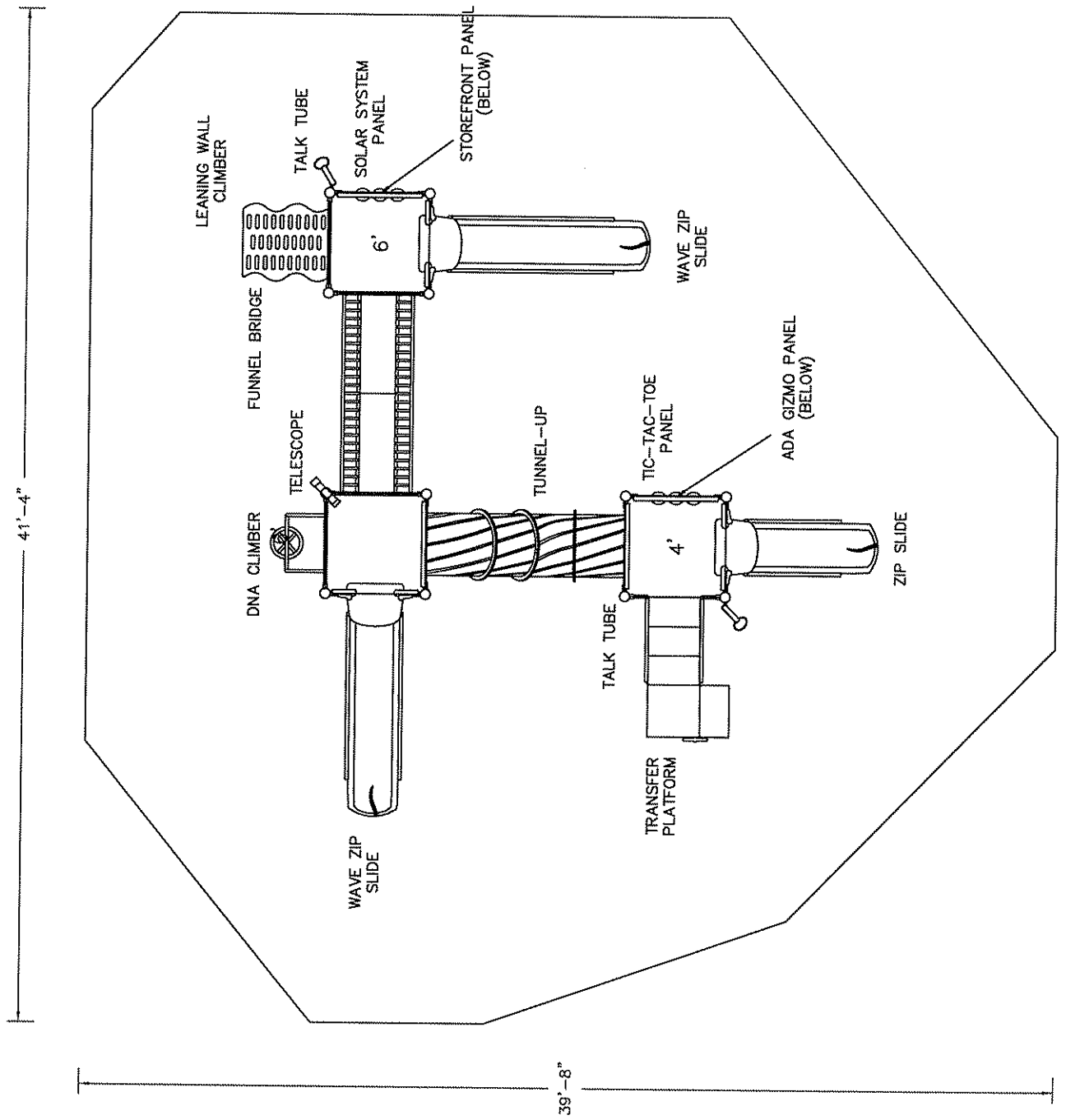
No.	Revision	Date

This play equipment is recommended for children ages

Soft, resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614.



Drawn By: \_\_\_\_\_ Scale: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Drawing Name: babcock state park



# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
ATL-001038993-07

**PRODUCER**  
MARSH  
3475 PIEDMONT ROAD NE  
SUITE 1200  
ATLANTA, GA 30305  
Attn: Tami Rouse 404-995-3430

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

### COMPANIES AFFORDING COVERAGE

- COMPANY  
**A** STEADFAST INSURANCE COMPANY
- COMPANY  
**B** NATIONAL UNION FIRE INSURANCE CO OF PITTSBURGH
- COMPANY  
**C** OHIO CASUALTY INSURANCE CO
- COMPANY  
**D** N/A

457102-GL-pg-02-03

**INSURED**  
Game Time  
a division of Playcore Wisconsin, Inc.  
150 GameTime Drive  
Fort Payne, AL 35967

**COVERAGES** This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 2  
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	SC05344512-01	02/26/06	08/01/07	GENERAL AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> SIR \$150,000				FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ EXCLUDED
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
B	<b>EXCESS LIABILITY</b>	BE 5190218	02/26/06	08/01/07	EACH OCCURRENCE \$ 25,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 25,000,000
	OTHER THAN UMBRELLA FORM				SIR \$ 10,000
					WC STATUTORY LIMITS   OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				EL EACH ACCIDENT \$
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
C	OTHER Excess Umbrella	ECO (07) 53059239	02/26/06	08/01/07	25,000,000 Excess 25,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

### CERTIFICATE HOLDER

For Informational Purposes Only

### CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE

MARSH USA INC.  
BY: Walter Gilstrap

*Walter Gilstrap*

MM1(3/02)

VALID AS OF: 02/23/06

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind as well as thrills. After all, we're parents too.



## American Society for Testing and Materials (ASTM)

We don't just follow the rules; we help create them. Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487-01, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

## CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.



## IPEMA Equipment Certification

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, [www.ipema.org](http://www.ipema.org).



## IPEMA Surfacing Certification

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment.

The use of the IPEMA Certification Seal displayed above signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at [www.ipema.com](http://www.ipema.com).



ADA

GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products for superiority before bringing them to market. GameTime is also the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape Plus and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to [www.access-board.gov](http://www.access-board.gov)



ISO 9001:2000

GameTime is the first (and at this issue, the only) playground manufacturer to obtain the ISO9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.



TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that indicate that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.

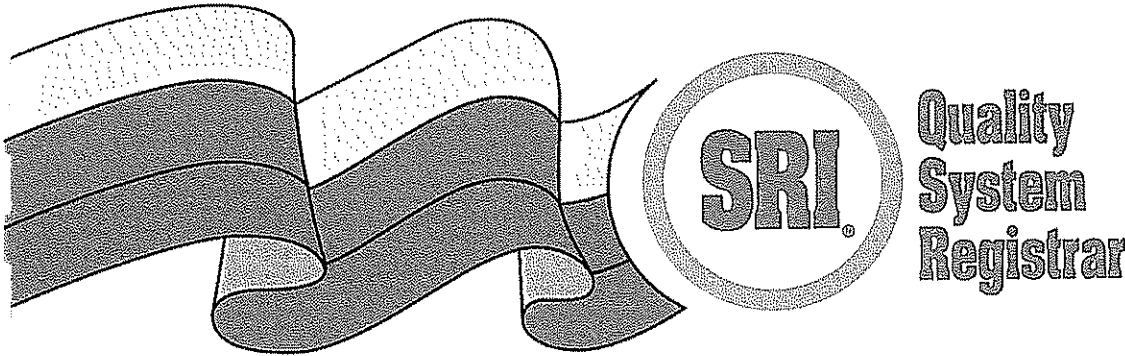


Certificate Number #: 005400

Registration #: 0689-01



# CERTIFICATE OF REGISTRATION



Having been audited in accordance with requirements of

**ISO 9001:2000 - ANSI/ISO/ASQ Q9001-2000**

SRI Quality System Registrar, Wexford, Pennsylvania, USA, hereby grants to:

## **GameTime Division of Playcore**

registration of the quality system at its location:

**150 GameTime Drive  
Fort Payne, Alabama, USA**

The conditions for maintaining this certificate of registration are set forth in the SRI registration agreements R20.3 and R20.4. Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2000 requirements may be obtained by consulting the organization.

Scope of ISO 9001:2000 registration: "Design, manufacture and supply of park and playground equipment, site furnishings and rotational molded plastics."  
Exclusions: Control of Service Provision; Customer Property.

Initial registration date: September 18, 1996.  
Current registration period: September 18, 2005 through September 17, 2008.

Signed for SRI:

Peter B. Lake, CEO

Date: September 2, 2005

150 GameTime Drive  
Fort Payne, Alabama 35967  
Telephone: 256/845-5610  
Facsimile: 256/997-9653  
Email: service@gametime.com

**A PLAYCORE COMPANY**  
**GameTime**  
Enriching Childhood Through Play.

## GAMETIME WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism. In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape® Plus, PrimeTime™ and TotStuff™ uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape MegaLocs® and PowerLocks™.
- ✓ Ten-Year limited warranty on PrimeTime and TotTime bolt-through connection.
- ✓ Fifteen-Year limited warranty on rotationally molded KIDtime products.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Parcourse® fitness equipment.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on SuperSeats™.
- ✓ Three-Year limited warranty on rubber or "C"-springs used on SaddleMates.
- ✓ One-Year limited warranty on all other GameTime products.

*All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use.*

*Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.*

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## General warranty info

### Lifetime Limited Warranty

PowerScape® Plus, PrimeTime™ and TotStuff™ uprights

All hardware

PowerScape PowerLocks™

### 15 Year Limited Warranty

Rotationally molded products

Rotationally molded KidTime™ products

Metal decks

Pipes

Rungs

Rails

Loops

### 10 Year Limited Warranty

PrimeTime bolt-through connections

Parcourse® fitness equipment

### 5 Year Limited Warranty

Super Seats

### 3 Year Limited Warranty

Rubber or "C" springs used on SaddleMates®

### 1 Year Limited Warranty

All other GameTime products

**GameTime offers you peace of mind with one of the best, most all encompassing warranties in the industry.**

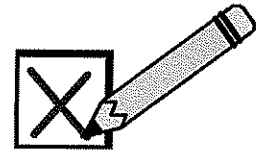
We want to assure you that we are part of your community playground long after the sales is made. Our quality is legendary, and we stand behind our products with one of the best warranties in the business. For complete Warranty information, consult your GameTime sales representative.

For the purpose of this warranty, "lifetime" encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all its parts will be free from defects in material and manufacturing workmanship.

# GameTime Order Check Sheet

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Please include all checked items (✓) with your order.



- ✓ Signed Proposal
- ✓ Signed Purchase Order made out to GameTime c/o Cunningham Associates, Inc.
- ✓ Signed GameTime Color Selection Form

✓ Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

✓ Contact Person: \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

✓ Shipping Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

✓ Contact Person: \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

✓ Tax Exempt Number & Certificate (or tax will be added): \_\_\_\_\_

*Please send everything back to the office by fax and/or mail.*

- ⇒ Terms are Net 30 with approved Credit. No retainage allowed.
- ⇒ Shipment will be 30-45 days after factory receipt of all information checked above.
- ⇒ It is the responsibility of the owner to offload and inventory equipment, unless otherwise noted. Missing or damaged equipment must be reported within 60 days from acceptance of delivery.
- ⇒ It is the responsibility of the owner to provide installation, safety surfacing, borders, site preparation, drainage, or other costs, unless otherwise noted in the proposal.

If you have any questions please call:

Design/Sales Questions Courtney (ext. 128) or Kerri (ext. 120)  
Order Entry/Delivery Questions Courtney (ext. 128) or Kerri (ext. 120)

# GameTime Color Selection Sheet



**Equipment Type:**  Xscape  PowerScape  PrimeTime (Choose Custom Colors or a Play Palette)

**Custom Colors:**

Upright Metal Color: \_\_\_\_\_

Accent Metal Color: \_\_\_\_\_

Deck TuffClad Color: \_\_\_\_\_

Slide & Panel Plastic Color: \_\_\_\_\_

Roof Plastic, Metal, or Timber Color: \_\_\_\_\_  
 (Plastic roof may be one-color or multi-color. Please list colors in order)

Tube Plastic Color: \_\_\_\_\_  
 (Tube may be one-color or multi-color. Please list colors in order)

MegaRock or WallCano Rock Color: \_\_\_\_\_ Handhold Color: \_\_\_\_\_

Net Climber: \_\_\_\_\_

SunBlox Roof & Shade Color: \_\_\_\_\_

**Play Palette:** (Choose one from list below) \_\_\_\_\_

**KidTime Play Palette:** (circle one) Natural Primary Contemporary

**Freestanding Play Events, Fitness, Site Furnishings, Shade:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- |                     |                    |   |                                       |
|---------------------|--------------------|---|---------------------------------------|
| <b>Metals:</b>      | <b>Plastics</b>    | <b>1-Color Poly Panel (HPDE)</b>                | <b>Timber Décor:</b> Redwood or Cedar |
| Yellow Butterscotch | Yellow Red         | Red Yellow Green                                |                                       |
| Red Burgundy        | Purple Blue        | Blue Beige                                      | <b>TuffClad</b>                       |
| Purple Blue         | Teal Green         |   | Red Brown Blue Dark Green             |
| Teal Green          | Brown Beige        | <b>2-Color Poly Panel</b>                       | <b>Net Climbers:</b> Red Blue Green   |
| Dark Green Brown    | Gray               | Outside/Inside Color                            | <b>Xscape Nets:</b> Red Black         |
| Beige Gray          |                    | Red/Yellow Yellow/Red                           |                                       |
| Metallic Black      | <b>Rock Colors</b> | Green/Beige Blue/Beige                          |                                       |
| White               | Sandstone Granite  |   |                                       |
|                     |                    | <b>WallCano Handholds:</b> Red Blue Green Beige |                                       |
- SunBlox Roof & Shade Colors:**  
 White Red Royal Blue Laguna Blue Navy Blue Turquoise Rain Forest Terra Cotta Arizona Silver  
 Black Sunflower Yellow

**Play Palettes:**

- |           |            |       |         |           |         |        |           |       |            |          |
|-----------|------------|-------|---------|-----------|---------|--------|-----------|-------|------------|----------|
| Blueberry | Periwinkle | Lemon | Sunrise | Botanical | Tropics | Forest | Timber    | Earth | Navy       | Dramatic |
| Salute    | Coast      | Field | Brook   | Scenic    | Horizon | Vista  | Celebrate | Candy | Centennial | Sunshine |
| Moonlight | Crimson    |       |         |           |         |        |           |       |            |          |