



**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  
 DNR210017

PAGE  
 1

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

VENDOR

\*709022058      800-848-7556  
 SERVICE SUPPLY LTD  
 1524 SOUTH HAMILTON RD  
 COLUMBUS OH 43227

SHIP TO

DIVISION OF NATURAL RESOURCES  
 PINNACLE ROCK STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 POST OFFICE BOX 704  
 BLUEFIELD, WV 24701      589-5307

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/23/2009				

BID OPENING DATE: 08/11/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		650-38		
<p>PLAYGROUND EQUIPMENT (NOT OTHERWISE CLASSIFIED)</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS TO PROVIDE PLAYGROUND EQUIPMENT FOR PINNACLE ROCK STATE PARK LOCATED IN BRAMWELL, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>NO INSTALLATION IS REQUIRED.</p> <p>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 JULY 30, 2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED 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>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH</p>						

RECEIVED  
 2009 AUG -7 AM 10:16  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Janet Kletecka</i>	TELEPHONE 800-848-7556	DATE 08/03/09
TITLE JANET KLETECKA BOARD MEMBER	FEIN 31-1262459	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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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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 804-558-2596

VENDOR

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BID OPENING DATE: 08/11/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p> <p>NO. 1      .....</p> <p>NO. 2      .....</p> <p>NO. 3      .....</p> <p>NO. 4      .....</p> <p>NO. 5      .....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Janet Kletecka</i>	TELEPHONE 800-848-7556	DATE 08/03/09
TITLE JANET KLETECKA BOARD MEMBER	FEIN 31-1262459	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>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.</p> <p><i>Janet Kletecka</i> ..... SIGNATURE            JANET KLETECKA, BOARD MEMBER            SERVICE SUPPLY LTD., INC. .... COMPANY            AUGUST 3, 2009 ..... DATE</p> <p>REV. 11/96</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Janet Kletecka</i>	TELEPHONE 800-848-7556	DATE 08/03/09
TITLE JANET KLETECKA BOARD MEMBER	FEIN 31-1262459	ADDRESS CHANGES TO BE NOTED ABOVE

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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

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**DNR210017**

PAGE  
**4**

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**KRISTA FERRELL  
 304-558-2596**

**VENDOR**  
 \*709022058 800-848-7556  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: KRISTA FERRELL-FILE 21						
REQ. NO.: DNR210017						
BID OPENING DATE: 08/11/2009						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
614-863-0113						
-----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
PAM MELTON - 304-743-5260						
-----						
***** THIS IS THE END OF RFQ DNR210017 ***** TOTAL:						<b>\$20,075.00</b>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jane Kletecka</i>	TELEPHONE 800-848-7556	DATE 08/03/09
TITLE JANE KLETECKA BOARD MEMBER	FEIN 31-1262459	ADDRESS CHANGES TO BE NOTED ABOVE

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

**WVDNR210017**  
**Pinnacle Rock State Park Playground Specifications**

To supply playground equipment at Pinnacle Rock State Park, Bramwell, West Virginia to offer play activities for children ages two (2) to twelve (12). Park personnel will install all playground equipment. The award may be split if it is in the best interest of the West Virginia Division of Natural Resources. All items must be F.O.B. Destination. Freight or delivery charges must be included in the price of the goods.

The playground components will include the following items:

Cre8Play strato rock climber, Model #STRATO1, or equal. Climber must be a minimum of 8' in height and must have 360 degrees of climbing for children ages six (6) and up. Climber must have an ADA accessible feature and a minimum of five (5) 3D relief discovery fossils. Successful vendor must be able to match the color of the Pinnacle Rock to maintain park heritage. Climber must be composed of glass fiber reinforced concrete over structural steel frame.

Cre8Play summit rock climber, Model #SUMMIT1, or equal. Climber must be a minimum of 3' in height and must have a minimum of 360 degrees of climbing for children ages two (2) to five (5). Successful vendor must be able to match the color of the Pinnacle Rock to maintain park heritage. Climber must be composed of glass fiber reinforced concrete over structural steel frame.

GameTime T-frame swing, Item #P831, or equal. Swing frame must be composed of aluminum or galvanized steel and a minimum 3 ½ " OD.

GameTime T-frame zero-G chair, Item #8555, or equal. Swing must include all hardware required for installation.

GameTime super seat-2, Item #1479. Swing must include all hardware required for installation.

## WVDNR210017

### Pinnacle Rock State Park Playground Specifications

All playground equipment 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 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 Pinnacle Rock State Park.



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WVDNR210017  
Pinnacle Rock 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 Proposal.

<b>Item No.</b>	<b>Equipment</b>	<b>Manufacturer</b>	<b>Model</b>
1	Cre8Play Strato Rock Climber, Model #STRATO1, or equal.	LANDSCAPE STRUCTURES, INC.	#156065A THE PINNACLE
2	Cre8Play Summit Rock Climber, Model #SUMMIT1, or equal.	LANDSCAPE STRUCTURES, INC.	#160418A THE PEAK
3	GameTime T-frame swing, Item #P831, or equal.	LANDSCAPE STRUCTURES, INC.	#122837A SINGLE POST SWING UNIT
4	GameTime T-frame zero-G chair, Item #8555, or equal.		INCLUDED IN ITEM #3
5	GameTime super seat-2, Item #1479.		INCLUDED IN ITEM #3

Pinnacle Rock State Park Playground Equipment  
PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
1	1	Cre8Play Strato Rock Climber, Model #STRATO1, or equal.	\$14,345.00	\$14,345.00
2	1	Cre8Play Summit Rock Climber, Model #SUMMIT1, or equal.	\$4,330.00	\$4,330.00
3	1	GameTime T-frame swing, Item #P831, or equal.	\$1,400.00	\$1,400.00
4	1	GameTime T-frame zero-G chair, Item #8555, or equal.	INCLUDED IN	ITEM #3
5	1	GameTime super seat-2, Item #1479.	INCLUDED IN	ITEM #3
		<b>TOTAL</b>		\$20,075.00

Vendors must provide unit costs for all line items shown above. Failure to provide line item pricing will result in the disqualification of the vendor's bid.

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**

- \_\_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 \_\_\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 \_\_\_\_\_ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. **Application is made for 2.5% resident vendor preference for the reason checked:**

- \_\_\_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. **Application is made for 2.5% resident vendor preference for the reason checked:**

- \_\_\_\_\_ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. **Application is made for 5% resident vendor preference for the reason checked:**

- \_\_\_\_\_ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- \_\_\_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- \_\_\_\_\_ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: SERVICE SUPPLY LTD., INC.

Signed: 

Date: AUGUST 3, 2009

Title: JANET KLETECKA, BOARD MEMBER

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

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

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

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

### ANTITRUST:

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

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

### LICENSING:

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

### CONFIDENTIALITY:

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

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

Vendor's Name: SERVICE SUPPLY LTD., INC.

Authorized Signature:  Date: AUGUST 3, 2009

*Purchasing Affidavit (Revised 01/01/09)* JANET KLETECKA, BOARD MEMBER

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV013333

Classification:

SPECIALTY

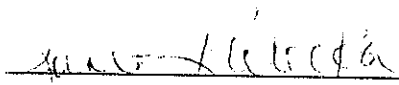
SERVICE SUPPLY LTD INC  
DBA SERVICE SUPPLY LTD INC  
1524 S HAMILTON RD  
COLUMBUS, OH 43227-2493

Date Issued

JANUARY 24, 2009

Expiration Date

JANUARY 24, 2010

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

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



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE WC 00 00 01 (A)

RENEWAL OF POLICY NUMBER: WC10102907-04
POLICY NUMBER: WC10102907-05

INSURER: BRICKSTREET MUTUAL INSURANCE COMPANY

1. INSURED: SERVICE SUPPLY LTD INC, 1524 SOUTH HAMILTON ROAD, COLUMBUS, OH 43227

PRODUCER: BRICKSTREET MUTUAL INSURANCE COMPANY, 400 QUARRIER STREET, CHARLESTON, WV 25301-2010

Insured is a(n) CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 11/30/2008 to 11/30/2009 12:01 A.M. at the insured's mailing address

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

WEST VIRGINIA

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Table with 2 columns: Injury Type and Limit. Rows include Bodily Injury by Accident (\$100,000 Each Accident), Bodily Injury by Disease (\$500,000 Policy Limit), and Bodily Injury by Disease (\$100,000 Each Employee).

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

See West Virginia Limited Other States Insurance Endorsement WC 99 03 05

D. This policy includes these endorsements and schedules:

SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy.

DATE OF ISSUE: 12/29/2008
ISSUING OFFICE: Charleston, WV
PRODUCER: BRICKSTREET MUTUAL INSURANCE COMPANY

**Ohio****Bureau of Workers'  
Compensation**30 W. Spring St.  
Columbus, OH 43215**Certificate of Premium Payment**

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC

This certificate must be conspicuously posted

Policy No. and Employer

Period Specified Below

406937

01/01/2009 Thru 08/31/2009

SERVICE SUPPLY LTD., INC.  
1524 S HAMILTON RD  
COLUMBUS, OH 43227-2429



ohiobwc.com

*Marsha P. Ryan*  
Administrator

You can reproduce this certificate as needed

**Ohio Bureau of Workers' Compensation****Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

**Ohio****Bureau of Workers'  
Compensation**

You must post this language with the certificate of premium payment.



# Ohio Bureau of Workers' Compensation

Governor: Ted Strickland  
Administrator/CEO: Marsha P. Ryan

Focus on  
Ohio Employers

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- Accident/Injury Info »
- Claim Info »
- Claim Payment »
- Claim Reference Info »
- Coverage look-up
- Employer Services »
- Quick Pay
- Safety Services »
- Self-Insured »
- Forms
- Section Map

Live support available  
Monday through Friday  
7:30 a.m. - 5:30 p.m.  
[Click here to get help!](#)

## Service: State construction contractor search results

Policy number: 406937-0  
Company name: SERVICE SUPPLY LTD , INC  
Construction contractor status: APPROVED  
Construction contractor status date: 5/4/2007 12:00:00 AM

[search again](#)

**Note:** BWC has designed this database for those responsible for ensuring that a construction contractor or subcontractor has a drug-free program that complies with the governor's executive order requiring a drug-free workplace. A contractor or subcontractor in an APPROVED status has agreed to implement a drug-free workplace program which makes the company compliant with the governor's executive order. Therefore, you can print this page for your records.

Click the Help tab in the upper-right hand corner for more status definitions





# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/10/2008

PRODUCER Phone: 6168783351  
The Campbell Group  
PO Box 1788  
Grand Rapids MI 49501

Fax: 8008473129

SERVICE SUPPLY LTD

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Service Supply Ltd Inc  
1524 S Hamilton Road  
Columbus OH 43227

IN BUSINESS FOR FUN AND SAFETY

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Casualty Co	
INSURER B:	American Casualty Co of Read	
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
B		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2088184534	12/10/2008	12/10/2009	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000								
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2088184498	12/10/2008	12/10/2009	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	2088184453	12/10/2008	12/10/2009	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000  \$ \$ \$								
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
B		<b>OTHER</b> Installation Floater	2088184534	12/10/2008	12/10/2009	\$120,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

Service Supply Ltd Inc  
1524 South Hamilton Road  
Columbus OH 43227

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Wmna Fitzpatrick*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/05/2008

**PRODUCER**  
Aon Risk Services Central, Inc.  
fka Aon Risk Services, Inc. of Minnesota  
8300 Norman Center Drive  
Suite 1000  
Minneapolis MN 55437 USA

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

PHONE: (952) 656-8000 FAX: (312) 381-0536

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	American International Specialty Lines	26883
INSURER C:		
INSURER D:		
INSURER E:		

**INSURED**  
Landscape Structures, Inc.,  
Basics, Inc., SkateWave, a  
Division of Landscape Structures, Inc.  
601 7th Street South  
Delano MN 55328 USA

**COVERAGES** SIR May Apply

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS SHOWN ARE AS REQUESTED	
						LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BFPD Incl. <input checked="" type="checkbox"/> Bkt Contractual Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PMIG23860971 GL & Products Liability	06/01/08	06/01/09	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
						MED EXP (Any one person)	Excluded
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000
						COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO					
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$10,000	BE1030126	06/01/08	06/01/09	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
		<b>OTHER</b>				E.I. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Broad Form Vendors Endorsement

**CERTIFICATE HOLDER**  
Service Supply Ltd., Inc.  
1524 South Hamilton Road  
Columbus OH 43227 USA

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
*Aon Risk Services Central, Inc.*

Holder Identifier : Certificate No : 570028850357

# SERVICE SUPPLY LTD., INC.



1524 SOUTH HAMILTON ROAD ~ COLUMBUS, OHIO 43227 ~ TELEPHONE 614 / 861 - 3681  
FAX 614/863-0113

June 1, 2005

**Service Supply Ltd., Inc. - founded in 1959 in Columbus, Ohio. We originally had offices in the Bryson Building in Columbus, Ohio, and have been in our present facilities, 1524 South Hamilton Road, Columbus, Ohio since 1967.**

**Ralph Groves, my brother, founded Service Supply Ltd., Inc. and was president until his death in 1973.**

**Our employees at this time are:**

**Mary G. Groves (wife) President (1960)**  
**Jerry Groves (son) Vice President (1969)**  
**Janet Kletecka (daughter) Board of Directors (1974)**  
**Alan Kletecka (son-in law) Sales Manager (1973)**  
**Ben Groves (husband) Secretary-Treasurer (1961)**  
**Donna Hetzner - Secretary (1999)**  
**Linda Groves (daughter-in-law) Secretary (1977)**  
**Linda Kroonemeyer - Secretary (1986)**  
**Medrith Mollenkamp - Secretary (1988)**  
**Connie Triplett - Secretary (2003)**

**We have five (5) sales persons located in various areas of Ohio, Indiana and West Virginia that are on straight commission basis. Some of these sales persons also offer other lines that are related to the same market that we service. This gives us a total of seven (7) sales persons on the road.**

**Service Supply Ltd., Inc. originally sold items pertaining to Traffic and Highway Safety such as paint stripers, traffic paint, signs, and sign posts We expanded into the park and recreation market and then into the school market which includes all grade 1-12 and colleges. We also call on the private sector where our site amenities, signs, and play structures are popular. Our early childcare play equipment is designed for institutional and corporate facilities that have become involved in day care centers.**

A partial list of our suppliers and their principals, addresses, phone numbers, and products to follow:

- Landscape Structures, Inc., Barb and Steve King, Route #3, 601 7<sup>th</sup> Street, South, Delano, MN 55328  
612-479-2546 PLAYGROUND EQUIPMENT
- Wabash Valley Manufacturing, Inc., Jerry Shilling, P. O. Box 5, Silver Lake, IN 46982  
219-352-2102 SITE AMENITIES (expanded metal)
- DuMor, Inc., Steve Richard, P. O. Box 142, Mifflintown, PA 17059  
717-436-2106 SITE AMENITIES (wood)
- American Aluminum Seating, Inc., Bob Palmer, P. O. Box 1468, Marshalltown, IA 50158  
515-753-5366 PORTABLE BLEACHERS, STADIUM GRANDSTANDS
- Interkal LLC, Richard Patterson, P. O. Box 2107, Kalamazoo, MI 49003  
616-349-1521 TELESCOPIC GYM BLEACHERS

We are listed in D&B; any late payments that may be listed on these reports are the result of problems in delivery of total order, which in turn holds up payment to the manufacturer. This would only appear if it were a very large order, which would involve telescopic bleachers.

Our bank, which we have been with since 1959, is National City Bank, Bexley Office, 2594 East Main Street, Bexley, OH 43209- phone 614-238-7100.

Our accountant is Schwartz, Adleman, Kellerman & Marks, (Mr. Sam Schwartz) 145 North Reynoldsburg-New Albany Road, Blacklick, OH 43004-9701. Phone number is 614-866-1600.

Our legal counsel is the firm of Kahn, Kleinman, Yanowitz & Arnson (contact for Service Supply is Mr. Neil Kurit, The Tower at Erievue, Suite 2600, 1301 East Ninth Street, Cleveland, OH 44114-1824. Neil Kurit's phone number is 216-736-3452.

**Should you have any questions, please feel free to call me Toll Free -  
in Ohio call 800-282-1900 - Indiana and West Virginia call 800-848-7556.**

**Very truly yours,**

**SERVICE SUPPLY LTD., INC.**

*Jerry Groves*

**Jerry Groves  
Vice President**

**JG/dlh**

SERVICE SUPPLY LTD., INC.

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS

December 12, 1988

Pursuant to Section 1701.54 of the Ohio Revised Code, the undersigned, being all of the members of the Board of Directors of SERVICE SUPPLY LTD., INC. (the "Corporation"), do hereby take and adopt the following actions by this unanimous written consent:

RESOLVED: That the following persons be, and they hereby are, elected to the offices of the Corporation set opposite their respective names, each to serve in such capacity until his or her successor is duly elected and qualified:

Mary G. Groves	President
Jerry L. Groves	Vice President
Oscar B. Groves	Secretary/Treasurer
Alan Kletecka	Sales Manager

RESOLVED: That the officers of the Corporation select a bank to be the official depository of the Corporation and that the corporate resolutions required by such institution be, and they same hereby are, adopted by the Corporation as part of this resolution and that any one of the officers be, and they hereby are, authorized to execute, acknowledge, and deliver in the name and on behalf of the Corporation, any and all agreements, documents and certificates, and to do and perform all such acts and things as may be deemed by them necessary or appropriate to effectuate the purpose of this resolution;

RESOLVED FURTHER: That said bank be, and it hereby is, authorized to pay out the funds of the Corporation on deposit with it from time to time upon checks, drafts or other withdrawal orders drawn upon it and signed in the name of the Corporation by any one of the following persons:

Oscar B. Groves  
Mary G. Groves

whether the checks, drafts or other withdrawal orders are payable to cash, bearer, the orders of any third party, the order of the signing officers or employees of the Corporation, or to the order

of any other officer or employee of the Corporation in either his or her individual or official capacity; and

RESOLVED That the Secretary of the Corporation be, and  
FURTHER: hereby is, authorized to furnish to said institution a certified copy of this resolution and that this resolution remain in full force and effect until a certified copy of a resolution amending, modifying, replacing, or rescinding this resolution has been furnished to the bank; and


RESOLVED That any one of the officers be, and they hereby  
FURTHER: are, authorized to execute and deliver any and all notes, agreements, documents or papers of any type or nature whatsoever to consummate the purpose of the foregoing resolution.


RESOLVED: That any one of the officers be, and they hereby are, authorized to pay all fees and expenses incident to and necessary for the organization of the Corporation.

RESOLVED: That any of the officers of the Corporation be, and they hereby are, authorized, directed and empowered to file or cause to be filed a Notification of Exemption on Form 3-0 with the Ohio Division of Securities within sixty (60) days from the date of the original subscription to the shares of the Corporation.

  
\_\_\_\_\_  
Oscar B. Groves

  
\_\_\_\_\_  
Mary G. Groves

  
\_\_\_\_\_  
Jerry Groves

  
\_\_\_\_\_  
Janet Kletecka

"Directors"



SERVICE SUPPLY LTD., INC.

ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS

January 2, 1989

Pursuant to Section 1701.54 of the Ohio Revised Code, the undersigned, being all of the members of the Board of Directors of SERVICE SUPPLY LTD., INC. (the "Corporation"), do hereby take and adopt the following action by this unanimous written consent:

RESOLVED: That the following persons are authorized to sign any bids on behalf of the Corporation:

Oscar B. Groves  
Mary G. Groves  
Alan Kletecka  
Jerry L. Groves  
Janet Kletecka

Oscar B. Groves  
Oscar B. Groves

Mary G. Groves  
Mary G. Groves

Janet Kletecka  
Janet Kletecka

Jerry L. Groves  
Jerry L. Groves

"Directors"



# 2009 Play Equipment Warranty

You have our word.

**100-Year Limited Warranty** for all stainless steel fasteners, aluminum posts, clamps, beams and caps, against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.

**15-Year Limited Warranty** for all plastic and steel components, including TuffTimbers™, against structural failure due to corrosion/natural deterioration or manufacturing defects. TenderTuff™-coating against structural failure due to natural deterioration or manufacturing defects. (Except Wiggle Ladders, Chain Ladders and Swing Chain). TuffTurf® against material or manufacturing defects when properly installed. Corocord® cable on Spacenet™ climbers against breakage.

**10-Year Limited Warranty** for all CoolToppers™ structural steel frames and Mobius climbers™ against structural failure due to natural deterioration or manufacturing defects.

**5-Year Limited Warranty** for Corocord cables on Spacenet climbers and CoolToppers® fabric against natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications found in the technical information. The Natural Elements™ climbers exterior GFRC material, against structural failure due to natural deterioration or manufacturing defects.

**3-Year Limited Warranty** for all other parts, ie: CableCore™ products, Swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun™, PVC belting material, HealthBeat™ hydraulic cylinders, Seesaws, Wiggle Ring Bridge, etc. against failure due to corrosion, natural deterioration or manufacturing defects.

**This warranty does not include any cosmetic issues or wear and tear from normal use.**

Landscape Structures Inc. warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Seller further warrants:

All the warranties commence on date of Seller's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Seller shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Seller shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts will be warranted for the balance of the original warranty.

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Seller shall not be liable for any direct, indirect, special, incidental or consequential damages.

Seller neither assumes nor authorizes any employee, representative or any other person to assume for Seller any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranty stated above is valid only if the structures and or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Seller or Seller's designees in any respect which, in the judgement of Seller, affects the condition or operation of the structures. To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605

Signed:  Chairman

Date: 01/01/09

## Material Specifications

Quote: 34758-1-1.QSd

8/6/2009

**General Specifications: Material:** All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all steel parts by the use of time-tested coatings such as zinc plating, galvanizing, ProShield finish, TenderTuff coating, etc. Colors shall be specified.

**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F879 unless otherwise indicated (see specific product installation/specifications). All primary fasteners shall include a locking patch-type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for pinned tamperproof fasteners.

**TenderTuff Coating:** Metal components to be TenderTuff-coated shall be thoroughly cleaned in a hot phosphatizing pressure washer, then primed with a water-based thermosetting solution. Primed parts shall be preheated prior to dipping in UV-stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees. The finished coating shall be approximately .080" thick

at an 85 durometer hardness and have a matte finish. Four standard colors are available (brown only for HealthBeat). Not applicable for Evos.

**ProShield Finish:** All metal components with ProShield finish shall be thoroughly cleaned and phosphatized through a five-stage power washer. Parts are then thoroughly dried, preheated and processed through a set of automatic powder spray guns where a minimum .002" of epoxy primer is applied. The parts are allowed to cool and then pass through a second set of automatic powder spray guns. A minimum .004" of architectural-grade Super-Durable polyester TGIC powder is applied. The parts are oven-cured at 400 degrees F metal temperature for 10-minutes. The average ProShield film thickness is .006".

ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:

Hardness (D3363) rating 2H

Impact (D2794) rating minimum 80 inch-pounds

Salt Fog Resistance (B117 and D1654) 4,000 hours and rating 7 or greater

UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2, and

90 percent gloss retention

Adhesion (D3359, Method B) rating 5B

The Paint Line shall employ a "checkered" adhesion test daily.

Eighteen standard colors are available.

**Decks:** All Tenderdecks shall be of modular design and have 5/16" diameter holes on the standing surface. There shall be a minimum of (4) slots in each face to accommodate face mounting of components. Tenderdecks shall be manufactured from a single piece of low carbon 12 GA (.105") sheet steel conforming to ASTM specification A-569. The sheet shall be perforated then flanged formed and reinforced as necessary to ensure structural integrity. The unit shall then be TenderTuff-coated brown only. Tenderdecks shall be designed

so that all sides are flush with the outside edge of the supporting posts.  
Not applicable for Evos, Weevos or HealthBeat.

Rotationally Molded Polyethylene Parts: These parts shall be molded using prime compounded linear low-density polyethylene with a tensile strength of 2500 psi per ASTM D638 and with color and UV-stabilizing additives. Wall thickness varies by product from .187" (3/16") to .312" (5/16"). Five standard colors are available (Black only for HealthBeat).

Permalene Parts: These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Five standard solid colors are available. Some Permalene parts are available in a two-color product with (2) .100" thick exterior layers over a .550" interior core of a contrasting color. Eight standard two-color options are available.  
Not applicable for Evos or HealthBeat.

Footings: Unless otherwise specified, the bury on all footings shall be 34" below Finished Grade (FG) on all in-ground play events/posts. Other types of anchoring are available upon request.

Hardware Packages: All shipments shall include individual component-specific hardware packages. Each hardware package shall be labeled with the part number, description, a component diagram showing the appropriate component, package weight, a bar code linking the hardware package to the job number, assembler's name, date and time the package was assembled, work center number, and work order number.

Installation Documentation: All shipments shall include a notebook or packet of order-specific, step-by-step instructions for assembly of each component, including equipment assembly diagrams, estimated hours for assembly, footing dimensions, concrete quantity for direct bury components, fall height information, area required information and detailed material specifications.

Packing List: All shipments shall include a packing list for each skid/container, specifying the part numbers and quantities on each skid or within each container.

Packaging: PlayBooster posts shall be individually packaged in sturdy, water-resistant, mar-resistant cardboard boxes. Other components shall be individually wrapped or bulk wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. The components and crates are then shrink-wrapped to skids (pallets) to ensure secure shipping.

Maintenance Kit: An order-specific maintenance kit shall be provided for each structure order. The kit will include a notebook or packet with a second set of installation documents and order-specific maintenance documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit also includes touch-up primer, appropriate

color touch-up paint, sandpaper, appropriate color touch-up PVC, graffiti remover and additional installation tools for the tamperproof fasteners.

Material Specifications:

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156065A

The Pinnacle

The Pinnacle Assy.: (Base) Weldment comprised of 3/16" (.188") sheet steel. Finish: Powdercoat. (Clips) Weldment comprised of 3" x 3" x 3/16" steel angle and 1/4" diameter steel rod. (Pinnacle-fully assembled) Castings are made from Glass Fiber Reinforced Concrete (GFRC). Glass fiber is Alkali Resistant (AR) type glass formulated for concrete. Nominal wall thickness of 1" and weighs about 11 1/2 lbs. per square foot. Castings have a strength of 1,500 lbs. per square inch in tension and 5,000 lbs. per square inch in compression. Finish: Latex paint made for concrete, Natural in color.

Rock Pocket Cover: Fabricated from 13 Ga. (.090") HRPO flat steel conforming to ASTM A569. Finish: Zinc plate with yellow chromate finish.

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160418A

The Peak Natural Climber Ind. Playthings

Stepper Assy.: (Base) Weldment comprised of 3/16" (.188") sheet steel. Finish: Powdercoat. (Clips) Weldment comprised of 2" x 2" x 1/4" steel angle, 3" x 3" x 3/16" steel angle and 3/8" diameter steel rod. (Peak-fully assembled) Castings are made from Glass Fiber Reinforced Concrete (GFRC). Glass fiber is Alkali Resistant (AR) type glass formulated for concrete. Nominal wall thickness of 1" and weighs about 11 1/2 lbs. per square foot. Castings have a strength of 1,500 lbs. per square inch in tension and 5,000 lbs. per square inch in compression. Finish: Acid stain and latex paint made for concrete, Stone in color.

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122837A

Single Post Swings 2-Place, Uncoated Chain

Post: See PlayBooster (PB) General Specifications.

Beam: Weldment comprised of 2.375" O.D. RS-40 (.130" - .140") galvanized steel tubing, 3" wide zinc-plated steel clamps and 1 1/4" housings w/bronze bushings. Finish: Powdercoat, color specified.

Half Clamp: Cast aluminum. Finish: Powdercoat, color specified.

Chain Spacer: Made from white nylon measuring .080" x .785" O.D..

Chain: Steel 3/16" straight link chain, 800 lb. working load limit. Finish: Hot galvanized.

Belt Seat: Molded from UV stabilized black EPDM rubber encapsulating a weldment comprised of a 22 GA (.029") spring stainless steel sheet and (4) .105 thick stainless steel washers. The belt seat elliptical shape measures 7" wide x 26" long x .700" thick.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Warranty: You have our word.

Landscape Structures Inc. warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgement of Order and will be free of defects in manufacturing and material. Seller further warrants:

100-Year Limited Warranty for all stainless steel fasteners, aluminum posts, clamps, beams and caps, against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.

15-Year Limited Warranty for all plastic and steel components, including TuffTimbers™, against structural failure due to corrosion/natural deterioration or manufacturing defects. TenderTuffR-coating against structural failure due to natural deterioration or manufacturing defects. (Except Wiggle Ladders, Chain Ladders and Swing Chain). TuffTurfR against material or manufacturing defects when properly installed. CorocordR cable on Spacenet climbers against breakage.

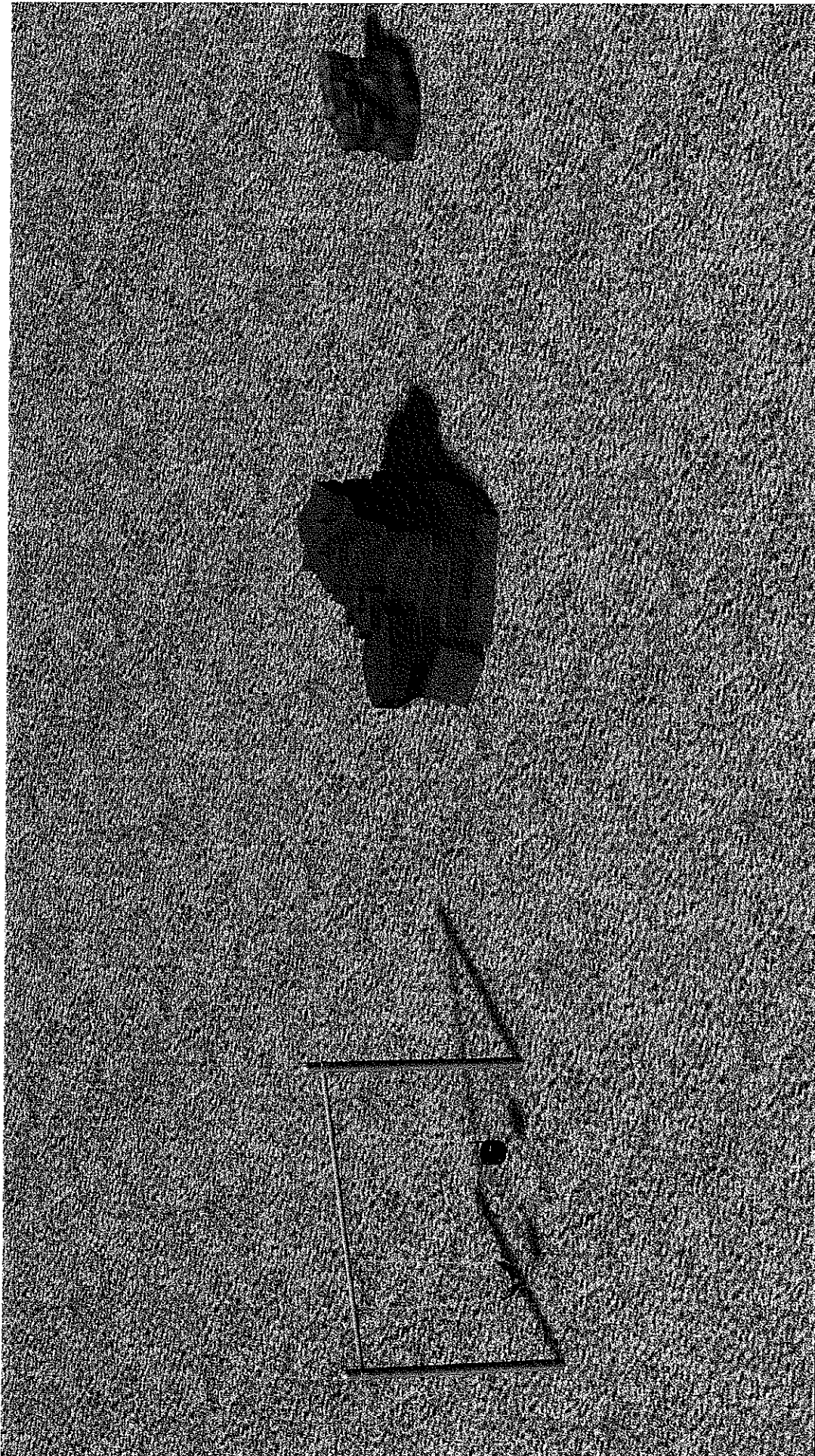
10-Year Limited Warranty for all CoolToppersR structural steel frames and Mobius climbers against structural failure due to natural deterioration or manufacturing defects.

5-Year Limited Warranty for Corocord cables on Spacenet climbers and CoolToppersR fabric against natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications found in the technical information. The Natural Elements™ climbers exterior GFRC material, against structural failure due to natural deterioration or manufacturing defects.

3-Year Limited Warranty for all other parts, ie: CableCore™ products, Swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun™, PVC belting material, HealthBeat hydraulic cylinders, Seesaws, Wiggle Ring Bridge, etc. against failure due to corrosion/natural deterioration or manufacturing defects.

This warranty does not include any cosmetic issues or wear and tear from normal use.

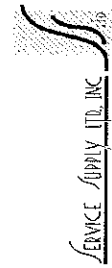
The warranty stated above is valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. For a full text of the warranty, contact your local sales representative.



PINNACLE ROCK STATE PARK

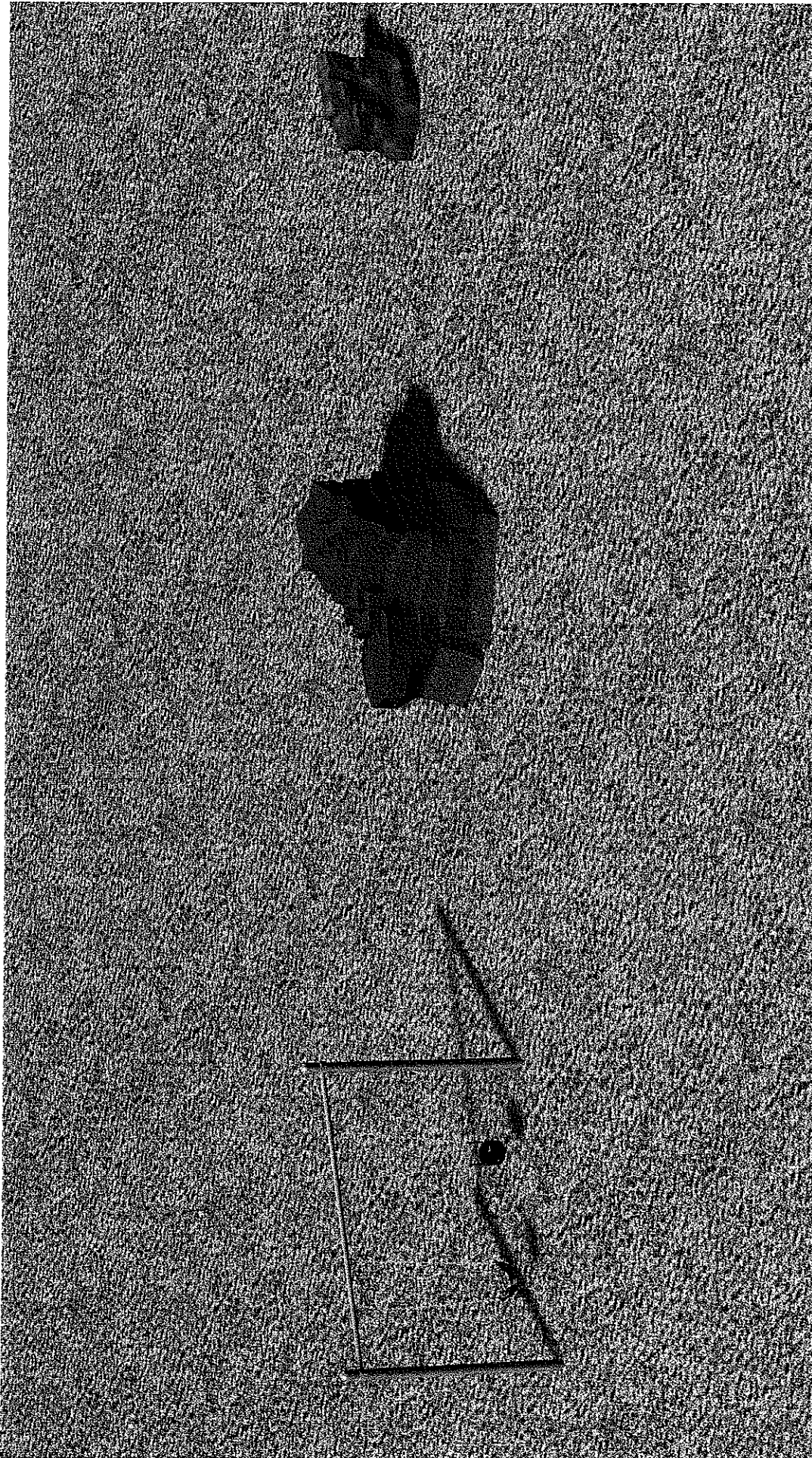
BLUEFIELD, WV 17434758-1-1

5/4/2009 3



landscape structures





PINNACLE ROCK STATE PARK

BLUEFIELD, WV 17434758-1-1

5/4/2009 3



landscape structures



The play area is designed to meet or exceed the requirements of ASTM F-1487.

THIS PLAY AREA IS DESIGNED TO BE USED BY CHILDREN UNDER THE AGE OF 12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURER'S OPINION THAT THE PLAY AREA IS DESIGNED TO MEET THE ADA ACCESSIBILITY REQUIREMENTS (AS APPLICABLE) FOR PLAY EQUIPMENT AS SET FORTH IN THE ADA REGULATIONS, 28 CFR 119.11, AND THE ADA REGULATIONS, 28 CFR 119.11, AND THE ADA REGULATIONS, 28 CFR 119.11.

THE MANUFACTURER'S OPINION IS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO INSTALLATION, THE USER SHOULD CONSULT WITH THE LOCAL HEALTH DEPARTMENT AND LOCAL AGENCIES TO DETERMINE ANY LOCAL REGULATIONS, ORDINANCES, AND REQUIREMENTS THAT MAY APPLY TO THE PLAY AREA. THE USER SHOULD ALSO CONSULT WITH THE LOCAL HEALTH DEPARTMENT AND LOCAL AGENCIES TO DETERMINE ANY LOCAL REGULATIONS, ORDINANCES, AND REQUIREMENTS THAT MAY APPLY TO THE PLAY AREA.

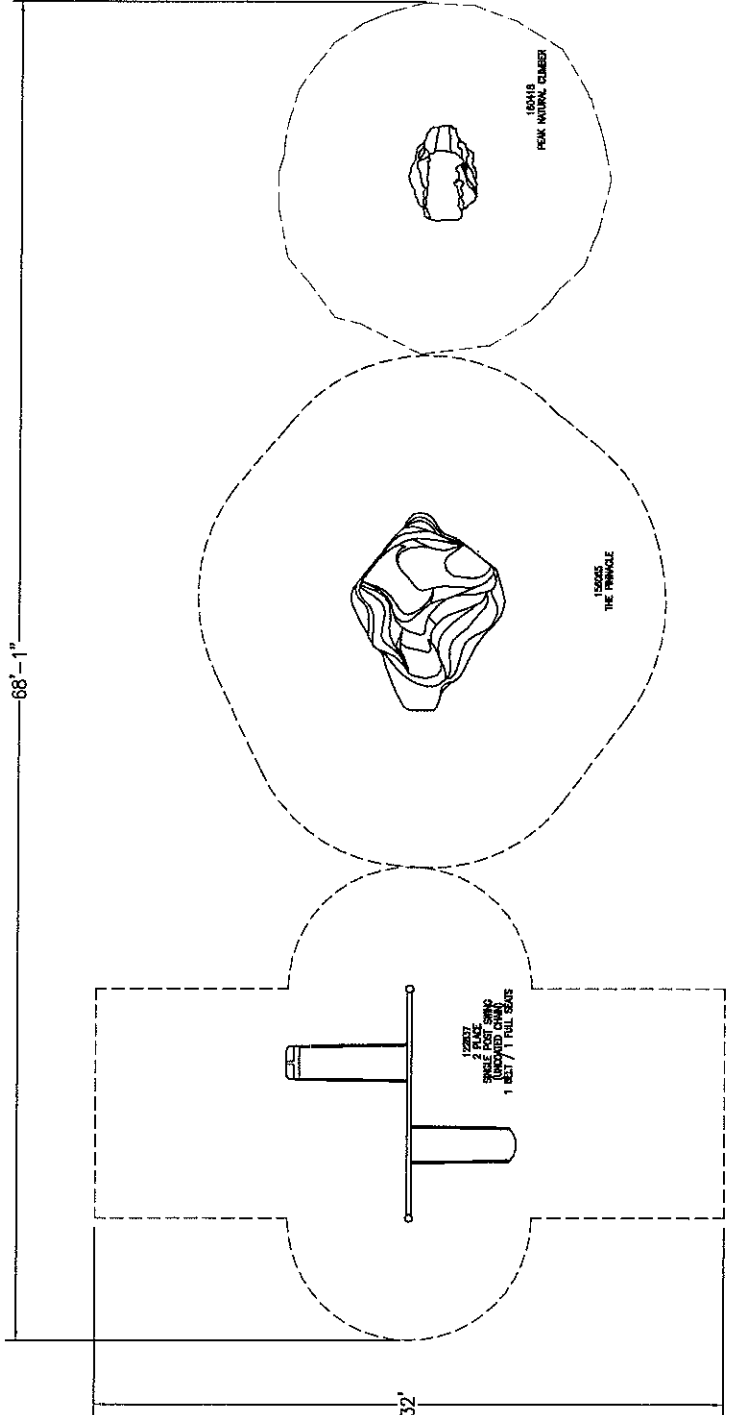
PLEASE NOTE THE FOLLOWING INFORMATION: THIS PLAY AREA IS DESIGNED TO MEET THE ADA ACCESSIBILITY REQUIREMENTS (AS APPLICABLE) FOR PLAY EQUIPMENT AS SET FORTH IN THE ADA REGULATIONS, 28 CFR 119.11, AND THE ADA REGULATIONS, 28 CFR 119.11, AND THE ADA REGULATIONS, 28 CFR 119.11.

DESIGNED BY:

GW

COMPONENTS: 6-1-18  
LANDSCAPE STRUCTURES, INC.  
801 N. 10TH STREET, SUITE 100  
PH: 1-800-898-8888 FAX: 1-708-672-0811

Scale	Previous Drawing #	Job No.



TOTAL ELEVATED PLAY COMPONENTS	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	4	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3



SCALE: 8" FEET

SYSTEM TYPE:  
**NO STRUCTURE**  
DRAWING #:  
**84768-1-1**

**SERVICE SUPPLY**  
**PAM WILLIAMSON**

**PINNACLE ROCK**  
**STATE PARK**  
**BLUEFIELD, WV**





The Star Landscape Structures is manufactured on the farm on PEBA certified. The (please reference drawing) components comply with the requirements of ASTM F1487.

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR USE BY CHILDREN UNDER 12 YEARS OF AGE UNLESS OTHERWISE NOTED ON THIS PLAN.

IT IS THE MANUFACTURER'S OPINION THAT THE PLAY AREA IS SAFELY AND APPROPRIATELY DESIGNED FOR THE AGE GROUP AND COMPLIES WITH THE ADA ACCESSIBILITY GUIDELINES (AGAG), AS WELL AS THE ADA ACCESSIBILITY REQUIREMENTS FOR PUBLIC USE OF BUILDINGS AND FACILITIES (AGAW) WITHIN THE ENTIRE USE ZONE.

THE CONSTRUCTION PLAN HAS BEEN BASED ON INFORMATION AVAILABLE TO US FROM THE MANUFACTURER'S DESIGN AND CONSTRUCTION. WE HAVE CONDUCTED VISUAL INSPECTIONS AND EVALUATIONS OF THE PLAY AREA, INCLUDING THE ADA ACCESSIBILITY REQUIREMENTS FOR PUBLIC USE OF BUILDINGS AND FACILITIES (AGAW) AND THE ADA ACCESSIBILITY GUIDELINES (AGAG). ALL EXISTING UTILITIES, EQUIPMENT, AND SURFACE CONDITIONS SHALL BE IDENTIFIED PRIOR TO THE START OF CONSTRUCTION.

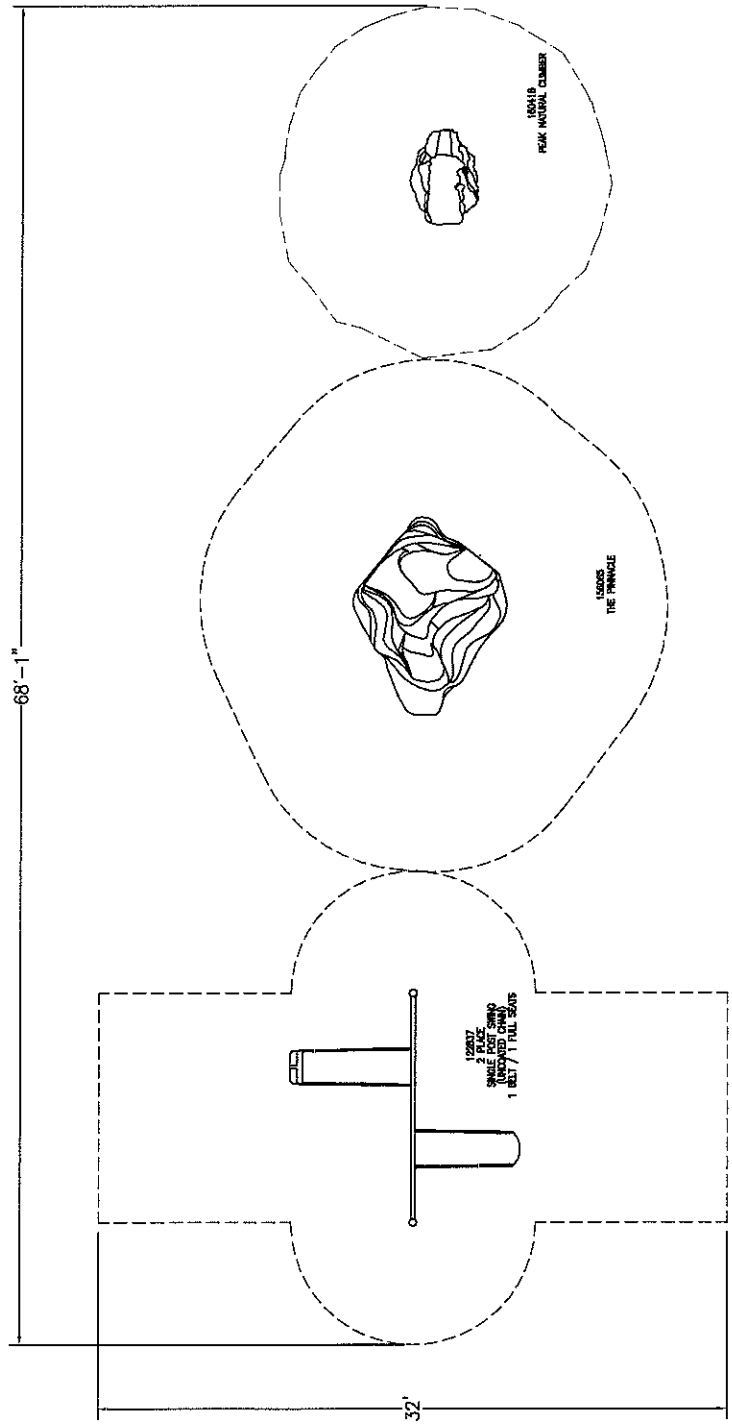
ONCE A PRELIMINARY SURVEYING MATERIAL HAS BEEN OBTAINED, THE USER SHALL AT LEAST BE AWARE OF THE PRESENT AND POTENTIAL OBSTRUCTIONS TO THE PROPOSED PLAY AREA. THE USER SHALL OBTAIN A PRODUCT SAFETY COMMISSION (PSC) CERTIFICATION WITHIN THE REQUIREMENTS.

DESIGNED BY:  
G.W.

DEPARTMENT 84-1-20  
LANDSCAPE STRUCTURES, INC.  
6017 W. 10TH AVENUE, SUITE 100  
DENVER, CO 80202  
PH: 1-800-338-3337 FAX: 1-303-497-8881

Date: \_\_\_\_\_ Previous Drawing #: 18418

68'-1"



TOTAL ELATED PLAY COMPONENTS	0	REQUIRED	0
TOTAL ELATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	4	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3



SYSTEM TYPE:  
**NO STRUCTURE**  
DRAWING #: **84768-1-1**

**SERVICE SUPPLY**  
**PAM WILLIAMSON**

**PINNACLE ROCK**  
**STATE PARK**  
**BLUEFIELD, WV**

