



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  
 DNR209112

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF NATURAL RESOURCES  
 PIPESTEM STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 STATE ROUTE 20  
 PIPESTEM, WV  
 25979 304-466-2804

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
06/02/2009				

BID OPENING DATE: 06/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE:						
1) TECHNICAL QUESTIONS AND ANSWERS.						
2) MANDATORY PRE-BID SIGN SHEET						
3) REVISED PRICING PAGE.						
(NOTE ALL BIDS MUST SHOW UNIT PRICING)						
BID OPENING DATE AND TIME HAVE NOT CHANGED.						
0001	1	LS		650-38		
PLAYGROUND EQUIPMENT (NOT OTHERWISE CLASSIFIED)						
***** THIS IS THE END OF RFQ DNR209112 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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

DNR209112  
PRE-BID MEETING QUESTIONS  
ADDENDUM #1

1. Will delivery be to a central location?

Yes

2. Where is Cottage C area?

Vendors that were not familiar with that area were taken to the site.

3. Any weight limits on the road coming into the park?

No, standard delivery trucks are able to make deliveries.

4. Will we accept 4" square posts instead of 5" round posts?

No, we won't accept square posts due to additional chance of chipping and additional maintenance costs with square posts.

**SIGN IN SHEET**

**Request for Proposal No.**

PLEASE PRINT

Page 1 of 2  
Date: 5/19/09

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Virginia Playground Services</u> Rep: <u>Roger Altizer</u> Email Address: <u>jim@vplaygrounds.com</u>	<u>14276 Riverside Drive</u> <u>Ashland, Va. 23005</u>	PHONE <u>434-249-2158</u> TOLL FREE FAX <u>434-296-3289</u>
Company: <u>Blue Ridge Outdoor Designs</u> Rep: <u>Jim Jones</u> Email Address: <u>brokenground@verizon.net</u>	<u>P.O. Box 123</u> <u>Blue Ridge, VA 24064</u>	PHONE <u>540-765-7586</u> TOLL FREE FAX <u>423-839-2142</u>
Company: <u>Kelly Robinson</u> Rep: <u>Southern Playground</u> Email Address: <u>Krobinson@southernplayground.com</u>	<u>2149 Nansemond Crs</u> <u>Suffolk, VA 23435</u>	PHONE <u>757-943-1229</u> TOLL FREE FAX <u>757-431-0036</u>
Company: <u>Service Supply</u> Rep: <u>Pam Melton</u> Email Address: <u>playgroundpam@yahoo.com</u>	<u>997 Sunset Terr</u> <u>Milton, WV 25541</u>	PHONE <u>304-743-5260</u> TOLL FREE FREE <u>800-848-7656</u> FAX <u>304-743-3850</u>
Company: <u>Davis Athletics, LLC</u> Rep: <u>Fred Davis</u> Email Address: <u>fdavis3@yahoo.com</u>	<u>2325 Liberty Street</u> <u>Parkersburg, WV 26101</u>	PHONE <u>304-428-3000</u> TOLL FREE FREE FAX <u>304-428-3002</u>

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MAY-19-2009 12:17P FROM:PIPESTEM STATE PARK 4662803

### SIGN IN SHEET

Request for Proposal No.

PLEASE PRINT

Page 2 of 2  
Date: 5/19/09

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Playground Specialists</u>	<u>17352 N. Seton Avenue</u>	PHONE <u>(301) 271-9236</u>
Rep: <u>Tammy Wood</u>	<u>Emmitsburg, MD 21727</u>	TOLL FREE <u>800-385-0075</u>
Email Address: <u>tammy@playspec.com</u>		FAX <u>(301) 271-9239</u>
Company: <u>CUNNINGHAM ASSOC - GAMETIME</u>	<u>Box 240981</u>	PHONE <u>810-438-2780</u>
Rep: <u>LARRY FITZGERALD</u>	<u>CHARLOTTE, NC 28224</u>	TOLL FREE <u>X157</u>
Email Address: <u>LARRY@CUNNINGHAMASSOC.COM</u>		FAX <u>704-525-7356</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____

COPIES TO: STATE OFFICE

FOR INFORMATION OFFICE + PLEASE

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Pipestem Resort State Park Playground Equipment  
**PRICING SHEET**

Item No.	Quantity	Description	Unit Price	Amount
1	1	McKeever Lodge Area Playground PrimeTime kid corral play structure, Model #G11823, or equal.		
2	1	Cottage "C" Area Playground PrimeTime timberline play structure, Model #G11812, or equal.		
3	1	Campground Area Playground PowerScape carousel play structure, Model #85113, or equal.		
4	1	Mountain Creek Lodge Playground PrimeTime mix it up play structure, Model #G11813, or equal.		
5	2,250 Square Feet	Items For All Four Playgrounds geo textile fabric or equal.	Cost per SQUARE FOOT	PLEASE NOTE: Bidders must include a unit price. This item cannot be bid Lump Sum. 1 square foot x price = amount
6	4,183 Square Foot	Items For All Four Playgrounds engineered wood fiber or equal @ 8" compacted depth.	Cost per SQUARE FOOT	PLEASE NOTE: Bidders must include a unit price. This item cannot be bid Lump Sum. 1 square foot x price = amount
<b>TOTALS</b>				