



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
 DNR209115

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
 BERWIND LAKE WMA
 ATTN: PARK SUPERINTENDENT
 POST OFFICE BOX 38
 WARRIORMINE, WV
 24894 875-4663

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/24/2009				

BID OPENING DATE: 05/07/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** ADDENDUM NO. 1 *****					
	THIS ADDENDUM IS ISSUED TO:					
	1) REPLACE PRICING SHEET WITH THE ATTACHED REVISED PRICING SHEET WHICH ADDS LINE #16 GEO-TESTILE FABRIC					
	2) REPLACE EQUIPMENT SHEET WITH THE ATTACHED REVISED EQUIPMENT SHEET WHICH ADDS LINE #16 GEO-TESTILE FABRIC					
	3) PROVIDE THE MANDATORY PRE-BID SIGN IN SHEET.					
0001		LS		650-38		
	PLAYGROUND EQUIPMENT (NOT OTHERWISE CLASSIFIED)					
	***** THIS IS THE END OF RFQ DNR209115 ***** 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, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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

Berwind Lake Wildlife Management Area
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	Model
1	Pool Area Playground Miracle tarantula climber, Model #4561, or equal.		
2	Pool Area Playground Miracle, 630° typhoon slide, Model #65759, or equal.		
3	Pool Area Playground Miracle chipper squirrel "C" spring rider model #918, or equal.		
4	Pool Area Playground Miracle pokey the snail "C" spring rider, Model #963, or equal.		
5	Pool Area Playground Miracle 5" OD arch tire swing complete model #714852, or equal.		
6	Pool Area Playground Miracle 5" OD arch 2 bay swing frame 4 seats REQ MC, Model #7148524, or equal.		
7	Pool Area Playground Miracle the whirl (merry-go-round), Model #303, or equal.		
8	Entrance Area Playground Miracle, peak climber, Model #4582a2, or equal.		
9	Entrance Area Playground Miracle, 405° typhoon slide, Model #65749, or equal.		
10	Entrance Area Playground Miracle twin rider, Model #6081, or equal.		

Berwind Lake Wildlife Management Area
PLAYGROUND EQUIPMENT SHEET

Item No.	Equipment	Manufacturer	Model
11	Office Area Playground Miracle swing part slash proof seat with clevis, Model #284, or equal.		
12	Office Area Playground Miracle swing part tot seat 360° with clevis model #299, or equal.		
13	Office Area Playground Miracle OD arch one bay swing frame with two (2) s/p seats MC, Model #7148522s, or equal.		
14	Engineered wood fiber or equal.		
15	Geo-textilefabric, 2,250 sq. ft. roll, or equal.		
16	Geo-textilefabric, 1,125 sq. ft. roll, or equal.		

Berwind Lake Wildlife Management Area Playground Equipment
PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
1	1	Pool Area Playground Miracle tarantula climber, Model #4561, or equal.		
2	1	Pool Area Playground Miracle, 630° typhoon slide, Model #65759, or equal.		
3	1	Pool Area Playground Miracle chipper squirrel "C" spring rider model #918, or equal.		
4	1	Pool Area Playground Miracle pokey the snail "C" spring rider, Model #963, or equal.		
5	1	Pool Area Playground Miracle 5" OD arch tire swing complete model #714852, or equal.		
6	1	Pool Area Playground Miracle 5" OD arch 2 bay swing frame 4 seats REQ MC, Model #7148524, or equal.		
7	1	Pool Area Playground Miracle the whirl (merry-go-round), Model #303, or equal.		
8	1	Entrance Area Playground Miracle, peak climber, Model #4582a2, or equal.		
9	1	Entrance Area Playground Miracle, 405° typhoon slide, Model #65749, or equal.		
10	1	Entrance Area Playground Miracle twin rider, Model #6081, or equal.		
11	4	Office Area Playground Miracle swing part slash proof seat with clevis, Model #284, or equal.		
12	2	Office Area Playground Miracle swing part tot seat 360° with clevis model #299, or equal.		

PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
13	1	Office Area Playground Miracle OD arch one bay swing frame with two (2) s/p seats MC, Model #7148522s, or equal.		
14	5,800 sq. ft.	Engineered wood fiber or equal.		
15	2	Geo-textile fabric, 2,250 sq. ft. roll, or equal.		
16	1	Geo-textile fabric, 1,125 sq. ft. roll, or equal.		
		TOTAL		

4/23/09

Berwind Lake WMA Playground Equipment PreBid

1. Playground Specialists ✓

Rep: Tammy Wood

17352 N. Seton Avenue

Emmitsburg, MD 21727

Phone (301) 271-9236

Fax (301) 271-9239

e-mail: tammy@playspec.com

2) Taylor Sports & Recreation ✓

Tom Nelson

836 Echo Road

South Charleston, WV 25303

Ph 304-744-6548

Ph 800-286-9693

Fax 304-744-6545

Email: CNE67@AOL.COM

3) Blue Ridge Outdoor Designs

Playland Eqt

PO. Box 123

Blue Ridge VA 24064

340-765-7586

423-839-2142

4) CUNNINGHAM ASSOC. (GARFUNKEL)
Box 240981
Charlotte, NC 28224
LARRY FITZGERALD 800-938-2780 X151
FAX 704-525-7356