



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
 DNR209155

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
 WATTERS SMITH MEM'L STATE PARK
 ATTN: PARK SUPERINTENDENT
 POST OFFICE BOX 296
 LOST CREEK, WV
 26385 745-3081

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B | FREIGHT TERMS |
|--------------|---------------|----------|-------|---------------|
| 06/04/2009 | | | | |

BID OPENING DATE: 06/18/2009 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| ***** ADDENDUM NO. 2 ***** | | | | | | |
| THIS ADDENDUM IS ISSUED TO PROVIDE THE SIGN IN SHEET, AND QUESTIONS & ANSWERS RESULTING FROM THE MANDATORY PRE-BID MEETING HELD ON 06/03/09. | | | | | | |
| 0001 | 1 | LS | | 650-38 | | |
| PLAYGROUND EQUIPMENT (NOT OTHERWISE CLASSIFIED) | | | | | | |
| ***** THIS IS THE END OF RFQ DNR209155 ***** 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."

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

**DNR209155
PRE-BID MEETING QUESTIONS
ADDENDUM #1**

Q: Will DNR accept the standard belt seat for swings or does the vendor have to bid the super seat listed on the specifications?

A: No. DNR wants the super seat or the equivalent to a super seat as stated on the RFQ.

Q: Will the park install the playground equipment or do the vendors install it?

A: The park is installing the playground equipment.

P.02
001
MITE
15847453671
DNR PROCUREMENT OFFICE - MATTERS
JUN-03-09 11:31 AM MATTERS SMITHS STATE PK
00 03 2006 10:01 FAX 304 336 2103

SIGN IN SHEET
PLEASE PRINT

Page 1 of 1
Date: 6-3-09

Request for Proposal No.

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

TELEPHONE & FAX NUMBERS

| FIRM & REPRESENTATIVE NAME | MAILING ADDRESS | TELEPHONE & FAX NUMBERS |
|--|---|--|
| Company: Davis Athletics, LLC Rep: Fred Davis Email Address: fldavis3@yahoo.com | 2325 Liberty Street Parkersburg, WV 26101 | PHONE 304-428-3000 TOLL FREE FAX 304-428-3002 |
| Company: Playground Specialists Rep: Tammy Wood Email Address: tammy@playspec.com | 17352 N. Seton Avenue Emmitsburg, MD 21727 | PHONE 301-271-9236 TOLL FREE 800-385-0075 FAX 301-271-9239 |
| Company: Service & Supply Rep: Pam Melton Email Address: playgroundpam@yahoo.com | 997 Sunset Terr Milton WV 25541 | PHONE 304-743-5260 TOLL FREE 800-345-7524 FAX 304-743-3330 |
| Company: VIRGINIA PLAYGROUND SERVICES Rep: JIM BENEDICT Email Address: JIM@vaplaygrounds.com | VIRGINIA PLAYGROUND SERVICES 14276 RIVERSIDE DR ASTLAND, VA 23005 | PHONE 434-299-2158 TOLL FREE FAX 434-296-289 |
| Company: Taylor Sports + Recreation Rep: Tom Nelson Email Address: CNE67@aol.com | 836 Echo Road So. CHARLESTON, WV 25303 | PHONE 304-744-6548 TOLL FREE 800-226-9693 FAX 304-744-6545 |