



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DNR209199

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

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

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
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

RFQ #: DNR209199
Addendum No. 1
Questions & Answers/Clarifications

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

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

Page _____ of _____
 Date: AUGUST 10, 2009

SIGN IN SHEET

PLEASE PRINT

Request for Proposal No. _____

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: VIRGINIA PLAYGROUND SERVICE	14776 RIVERSIDE PARK	PHONE 434 259 2158
Rep: JIM BENEDET	ASHLAND, VA 22005	TOLL FREE
Email Address: JIM@VAPLAYGROUPS.COM		FAX 434 296 3289
Company: SOUTHERN PLAYGROUP INC	P.O. Box 4505	PHONE 757 431 0057
Rep: SCOTT DUBOIS	VA BEACH VA 23454	TOLL FREE 800 257 1314
Email Address: SDUBOIS@UTTERBYPLAYGROUND.COM		FAX 757 431 0036
Company: Playground Specialist	17352 N. Seton Ave	PHONE 301-271-9236
Rep: Tammy Wood	Emmitsburg, MD 21727	TOLL FREE 800-385-0075
Email Address: tammy@playspec.com		FAX 301-271-9239
Company: Davis Athletics, LLC	2325 Liberty Street	PHONE 304-428-3000
Rep: Fred Davis	Par Kersburg, WV 26101	TOLL FREE
Email Address: fdavis@yahoo.com		FAX 304-428-3002
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

Page _____ of _____
Date: _____

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TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE	TOLL FREE	FAX
Company: Service Supply Ltd. Inc Rep: Sam Melton Email Address: playgroundpam@yahoo.com	997 Sunset Terrace Milton, WV 25541	304-743-5260	800-848-7556	304-743-3860
Company: CUNNINGHAM ASSOC/GARNTIME Rep: LARRY FITZGERALD Email Address: LARRY@CUNNINGHAMASSOC.COM	4324 CORDRUM PO BOX 61, VA 24088	800-438-2280		
Company: Taylor Sports + Rec Rep: Tom Nelson Email Address: CNE67@AOL.COM	836 Echo Road So. Charleston, WV 25303	304-744-6548		304-744-6545
Company:		PHONE	TOLL FREE	FAX
Rep:				
Email Address:				
Company:		PHONE	TOLL FREE	FAX
Rep:				
Email Address:				