



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 |
| DNR210007  |

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|------|
| PAGE |
| 1    |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| KRISTA FERRELL<br>304-558-2596         |

|        |                        |
|--------|------------------------|
| VENDOR | RFQ COPY               |
|        | TYPE NAME/ADDRESS HERE |

|         |   |
|---------|---|
| SHIP TO | DIVISION OF NATURAL RESOURCES<br>COOPERS ROCK STATE FOREST<br>ATTN: PARK SUPERINTENDENT<br>ROUTE 1, BOX 270<br>BRUCETON MILLS, WV<br>26525 594-1561 |
|---------|---|

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 08/19/2009   |               |          |        |               |

|                   |            |                  |         |
|-------------------|------------|------------------|---------|
| BID OPENING DATE: | 08/27/2009 | BID OPENING TIME | 01:30PM |
|-------------------|------------|------------------|---------|

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| ADDENDUM NO. 2  |          |     |          |             |            |        |
| THIS ADDENDUM IS ISSUED TO:   |          |     |          |             |            |        |
| 1.) ANSWER ALL TECHNICAL QUESTIONS SUBMITTED PRIOR TO THE DEADLINE FOR TECHNICAL QUESTIONS AND  |          |     |          |             |            |        |
| 2.) TO DELETE THE FOLLOWING SECTIONS FROM THE ORIGINAL RFQ:   |          |     |          |             |            |        |
| EXHIBIT 5<br>NOTICE TO PROCEED<br>CANCELLATION<br>WAGE RATES<br>ARBITRATION<br>WORKER'S COMPENSATION<br>INSURANCE REQUIREMENTS<br>BOND REQUIREMENTS<br>EXHIBIT 7<br>EXHIBIT 9<br>CONTRACTOR'S LICENSE       |          |     |          |             |            |        |
| 3.) TO 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.   |          |     |          |             |            |        |

|   |  |      |           |                                   |      |  |
|---|--|------|-----------|-----------------------------------|------|--|
| 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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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 KRISTA FERRELL  
 304-558-2596

VENDOR

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SHIP TO

DIVISION OF NATURAL RESOURCES  
 COOPERS ROCK STATE FOREST  
 ATTN: PARK SUPERINTENDENT  
 ROUTE 1, BOX 270  
 BRUCETON MILLS, WV  
 26525 594-1561

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
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|---|----------|-----|---------|-------------|------------|--------|
| PRICING SHEETS SHOULD BE FREE FROM MATHEMATICAL ERROR AND BE LEGIBLE (TYPED PAGE PREFERRED). UNIT COST FOR ITEMS PREVAIL IN ALL CASES IN ACCORDANCE WITH WV STATE CODE OF RULES SECTION 6.3.3 AND PER ITEM 4 UNDER THE GENERAL TERMS AND CONDITIONS (INSTRUCTIONS TO BIDDERS) CONTAINED WITHIN THIS SOLICITATION.<br><br>***** END ADDENDUM NO. 2 ***** |          |     |         |             |            |        |
| 0001  | 1        | LS  |         | 650-38      |            |        |
| LABOR AND MATERIAL FOR PLAYGROUND EQUIPMENT   |          |     |         |             |            |        |
| ***** THIS IS THE END OF RFQ DNR210007 ***** TOTAL: _____   |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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**RFQ#: DNR210007**  
**Addendum No. 2**  
**Technical Questions and Answers**

- 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) as we do with other CPSC Public Playground requirements?

Answer: All playground equipment must meet CPSIA 2008 requirements including Section 101 lead limits. Vendor must include or provide upon request a statement of compliance from the manufacturer.

- 2.) Is supervision of park personnel required as a part of this RFQ?

Answer: No.