

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

# Request for Quotation

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN ABBOTT 304-558-2544

\*B20142759 304-529-3321 IMPERIAL BEDDING COMPANY PO BOX 5347

HUNTINGTON WV 25703-0347

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55-051-6972-001

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 \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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 is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

#### **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.
- Complete all sections of the quotation form.
- 4. Unit prices shall prevail in cases 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.

#### SIGNED BID TO:

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

DNR80150 - MATTRESS, BOX SPRINGS, & FRAMES BID OPENING 3/15/2007; 1:30 PM									
Des	scription	*Estimated Annual Usage		Unit Price	Extended Price				
Twin - 38 X 75		41	\$	189,00	\$ 7749,00				
Queen - 60 X 80		64	\$	285,00	\$ 18240,00				
Bed Frame - Queen		64	\$.	32,00	\$ 2048,00				
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Contract Coordinator Inf	formation:			. 7					
Name:	Jomes	(Ronnie)		Kowi					
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\* Quantities are estimated annual usage for bidding purposes and bidder's information

Phone#:

Email Address:

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Exhibit 10 Rev. 11/96



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State of West Virginia
Department of Administration
Purchasing Division
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#### Mattress:

The mattress shall be a 2 sided fully reversible innerspring.

1/4 " center crown pad shall be fastened to the spring ea. side to prevent sagging in the middle.

Each side of the innerspring shall be covered with a 1.9 oz. needle punched bonded cotton insulator pad that wraps over the spring for a padded edge.

An 8 lb. layer of needle punched bonded cotton pad shall be placed over the insulator ea. Side.

2 pc. 3/8" 1.8 Heavy density polyurethane foam shall be place over the cotton pad and wrapped over the edge of the innerspring to enhance and cushioned the edge ea. side.

**Quilted Layers:** 

1 layer .438 NS21 super soft polyurethane, and 1 layer 5/8" 1.6 density polyurethane and 1 layer 685 .75" Inherent F. R. fiber, Quilted together and hog ringed to the innerspring unit.

# Fire Barrier and Borders Federal Flammability standards

The border on the mattress and box spring shall be matching covers Quilted to Jones 685 .75oz. Inherent F.R. fiber

The finished mattress and borders are closed with Tietex Sleep Free F.R. thread which insures absolute compliance of FF4-72 and 16 CFR part 1633.

**Ticking:** shall be high quality damask, chintz or a Tietex Brush Knit Intrinsically manufactured for stain resistance and water repellence. Fabric and pattern and color shall be the same for mattress and foundations. All seams shall be trimmed and sewn tight with Tietex Sleep Free Fire Retardant Thread.

The high profile innerspring unit shall have a minimum of 14.5gauge, 580 coil springs and fastened to a minimum of a 6 gauge border rod.

Sizes:

Twin 38x75

Queen 60x80

The sleep set shall meet Federal Flammability standards FF4-72 and 16 CFR part 1633

Identification labels (law tags) shall be sewn to the mattress and box spring stating manufacture and warranty and other notes to be within legal requirements.

Cloth handles, shall be securely sewn vertically 2 each side.

### **Box Spring:**

The box spring frame shall be constructed of seasoned/kiln dried hardwood. The box springs unit shall be permanently attached to the frame. The frame is square and flat with cross slats plus end slats. All frames include center support rails, all end rails are reinforced with stiffeners to add to the rigidity of the box frame designed for commercial service. The box spring border fabric must match with the same fabric as on the mattress.

The top of the box spring is a non-skid fabric which is designed to prevent mattress from sliding. And meet all fire flammability standards.

Box Spring corners shall have rolled cotton corners to pad the corner and give a well tailored look, and plastic corner guards to protect the corners.

#### Coil count in Box spring: 63 Twin----110 Queen

Large Diameter 9.5 gauge Coils for maximum support and comfort.

Wood frame with eight 3" slats plus 2 end rails

All coils nailed in 2 places. High carbon steel 3 gauge Border wire for lasting durability and edge support.

Crown-lox grid top is uni-welded for overall support and movement response.

A 3.5 oz. heavy duty insulator pad is installed over the springs.

The Box spring cover shall match the mattress and be continental style with non skid filler cloth designed to reduce mattress movement.

#### Institutional Bed Frames:

Queen Size <u>Only</u>: with center frame support and carpet wheels. Heavy Duty Headboard Brackets. Extra Strong Heavy Duty Adjustable Construction.

#### <u>Delivery:</u>

Mattress(s) and Foundation(s) shall be individually wrapped and sealed in plastic weather proof covering(s) to protect from soiling during delivery and storage.

Delivery dates and specific delivery location shall be coordinated by park contact person (2<sup>nd</sup> ½ April preferred date). Vendor must provide park contact person a minimum of 48 hours notice of tentative delivery date(s) so that proper receiving area(s) can be coordinated. Delivery should be within 30 days after receipt of order. Park may contact vendor to reschedule delivery if inclement weather.

Contact: Rob Gilligan, Superintendent 304 259-5216

Park will be responsible for installation and setup of bedding units and removal of old bedding.

Successful bid winner shall deliver mattress and foundations to:

Blackwater Falls State Park, County Route 29
Blackwater Park Road, Davis, WV 26260
Maintenance Area
Call 48 hours in advance of delivery (304)259-5216

## AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

#### **DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality, county board of education; any instrumentality established by a county or municipality, any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

#### **EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

#### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

#### **CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit <a href="https://www.state.wv.us/admin/purchase/privacy">www.state.wv.us/admin/purchase/privacy</a> for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name:	Amperia	& Bedding Co	mpany	
_Authorized Signatu	ire: <u>(fame</u> s	A Grove	Date:	. 275-24

No Debt Affidavit (Revised 10/13/06)

### **Underwriters Laboratories Inc.**

Project: 06CA59689

File: SV2511

TestCode: D12060604

Tested by:

**IZYDOREK** 

Engineer: MARSHALL

Date: 12/06/06

Employee #: 8642

Emp. #: 13813

Time: 4:37:44 PM

Test Method: The test was conducted in accordance with CPSC 16 CFR Part 1633 (03/15/2006).

Client Name: Jones Fiber / Imperial

Test Number: 2

Test Sample:

QP-6 780 Sample B (Prototype ID: QP-6 780)

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Ambient Room Temperature (°F):	74
Ambient Room Relative Humidity (%):	35
Time Out Of Conditioned Space	4.21.00

Time Out Of Conditioned Space:

4:31:00 PM

#### **TEST RESULTS**

Test Duration (minutes):

30

Peak Heat Release Rate (kW):

35

Time of Peak Heat Release (minutes):

0.7

Total Heat Release in the first 10 minutes (MJ):

9.1

Total Heat Release (Entire Test, MJ):

32.7

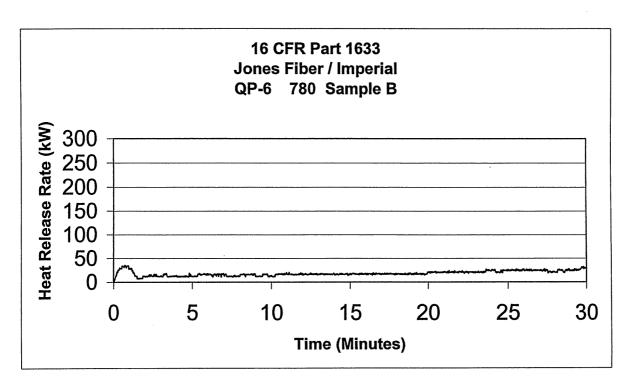
Test Notes: None

#### **CRITERIA**

Mattress samples fail to meet the requirements of CPSC 16 CFR Part 1633 if any of the following criteria are exceeded:

- 1) A maximum heat release rate of 200 kW during the thirty-minute test.
- 2) A Total Heat Release of 15 MJ in the first 10 minutes of the test.

Only those products bearing the UL Mark should be considered as being covered by UL.



Test	Test Code	Sample ID	Peak Heat Release Rate, (kW)	Time to Peak Heat Release Rate, (min)	Total Heat Released @ 10 Min. (MJ)
2	D12060604	QP-6 780 Sample B (QP-6 780)	35	0.7	9.1

### **Underwriters Laboratories Inc.**

Project: 06CA59689

File: SV2511

TestCode: D12060603

Tested by: IZYDOREK

Engineer: MARSHALL

Date: 12/06/06

Employee #: 8642

Emp. #: 13813

Time: 2:48:33 PM

Test Method: The test was conducted in accordance with CPSC 16 CFR Part 1633 (03/15/2006).

Client Name:

Jones Fiber / Imperial

Test Number: 1

QP-6 780 Sample A (Prototype ID: QP-6 780)

#### **INITIAL CONDITIONS**

Ambient Room Temperature (°F):	71
Ambient Room Relative Humidity (%):	34
Time Out Of Conditioned Space:	2.40.00 D

2:40:00 PM Time Out Of Conditioned Space:

#### **TEST RESULTS**

Test Sample:

Test Duration (minutes):	30
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Peak Heat Release Rate (kW):	39
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0.9 Time of Peak Heat Release (minutes):

Total Heat Release in the first 10 minutes (MJ): 10

Total Heat Release (Entire Test, MJ): 32.3

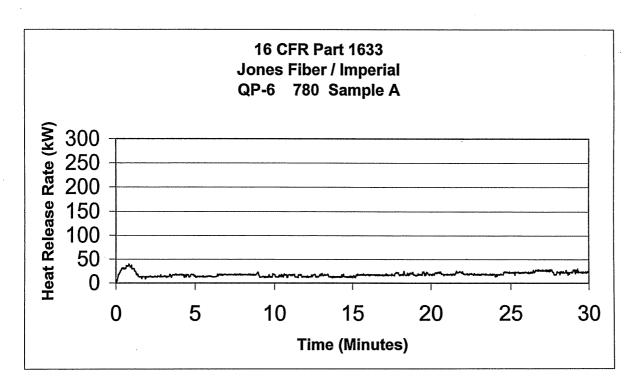
Test Notes: None

#### **CRITERIA**

Mattress samples fail to meet the requirements of CPSC 16 CFR Part 1633 if any of the following criteria are exceeded:

- 1) A maximum heat release rate of 200 kW during the thirty-minute test.
- 2) A Total Heat Release of 15 MJ in the first 10 minutes of the test.

Only those products bearing the UL Mark should be considered as being covered by UL.



Test No.	Test Code	Sample ID	Peak Heat Release Rate, (kW)	Time to Peak Heat Release Rate, (min)	Total Heat Released @ 10 Min. (MJ)
1	D12060603	QP-6 780 Sample A (QP-6 780)	39	0.9	10

#### **Underwriters Laboratories Inc.**

Project: 06CA59689

File: SV2511

TestCode: D12060606

Tested by: IZYDOREK

Engineer: MARSHALL

Date: 12/06/06

Employee #: 8642

Emp. #: 13813

Time: 5:26:21 PM

Test Method: The test was conducted in accordance with CPSC 16 CFR Part 1633 (03/15/2006).

Client Name: Jones Fiber / Imperial

Test Number: 3

Test Sample: QP-6 780 Sample C (Prototype ID: QP-6 780)

INITIAL CONDITION
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Ambient Room Temperature (°F): Ambient Room Relative Humidity (%): 73 31

Time Out Of Conditioned Space:

5:21:00 PM

#### **TEST RESULTS**

Test Duration (minutes):

30

Peak Heat Release Rate (kW):

40

Time of Peak Heat Release (minutes):

0.9

Total Heat Release in the first 10 minutes (MJ):

10

Total Heat Release (Entire Test, MJ):

31.9

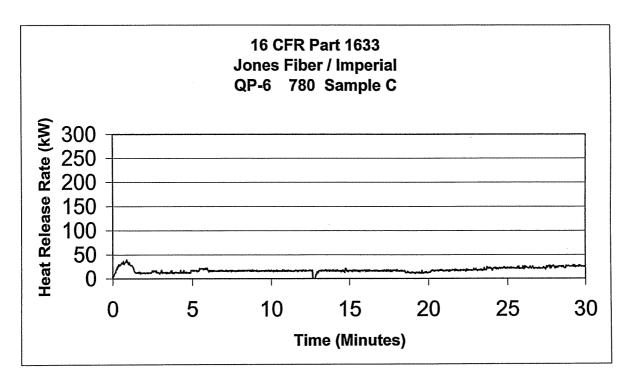
Test Notes: None

#### **CRITERIA**

Mattress samples fail to meet the requirements of CPSC 16 CFR Part 1633 if any of the following criteria are exceeded:

- 1) A maximum heat release rate of 200 kW during the thirty-minute test.
- 2) A Total Heat Release of 15 MJ in the first 10 minutes of the test.

Only those products bearing the UL Mark should be considered as being covered by UL.



Test	Test Code	Sample ID	Peak Heat Release Rate, (kW)	Time to Peak Heat Release Rate, (min)	Total Heat Released @ 10 Min. (MJ)
3	D12060606	QP-6 780 Sample C (QP-6 780)	40	0.9	10