

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

Reference: Request for Quotation DNR210247

Attention: Mr. Frank Whittaker

Dear Mr. Whittaker,

With respect to the above referenced RFQ, please find our detailed response attached.

Buhler Hospitality is a leading North American manufacturer of case goods and furniture designed specifically for the hospitality market. With this in mind, our capabilities match your requirements ideally.

Our response consists of this cover letter (explaining the details of our response), an itemized quotation, line drawings confirming our specifications where they may vary from the stated specs, detailed descriptive literature, and filled out RFQ documents.

There are a number of salient points that I would like to address with regards to our response.

First, based on your specifications, we have opted to provide pricing for our Brighton line of furniture. Detailed brochures are attached, as are line drawings.

We have also included a statement of our standard warranty, which is for five years under normal conditions, and lifetime on drawer boxes.

Buhler Hospitality will provide one shipment (two containers) of all the items quoted. Our quote is FOB destination. Buhler will reserve the right to negotiate changes to shipping costs should quantities deviate from those quoted. Buhler will blanket wrap the shipment, as we normally do for jobs of this nature. Unloading and installation would be the responsibility of West Virginia Division of Natural Resources.

Buhler would co-ordinate shipping and receiving with West Virginia Division of Natural Resources, Twin Falls Resort State Park.

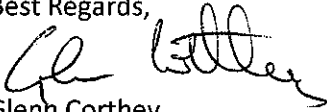
Buhler is predominantly a manufacturer of wood case goods designed for in-room applications. As such, there are a number of items we have not provided pricing on (soft goods, lamps, outdoor furniture, bed frames).

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2010 JUN 30 AM 10:30  
WV PURCHASING  
DIVISION

Lead times for delivery are 6-8 weeks from order.

Should you have any further questions or comments, please do not hesitate to contact the undersigned through our toll-free number, at 1-800-745-7370.

Best Regards,



Glenn Corthey

Director of Sales

Buhler Hospitality

700 King Edward Street

Winnipeg, Manitoba

Canada

R3H1B4



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# Request for Quotation

RFQ NUMBER  
**DNR210247**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIVISION OF NATURAL RESOURCES  
 TWIN FALLS RESORT  
 ATTN: PARK SUPERINTENDENT  
 RT. 97, PO BOX 667  
 MULLENS, WV  
 25882 304-294-6000

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/16/2010				

BID OPENING DATE: **06/30/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		420-40		See attached quotation
<p>FURNITURE</p> <p>THE WEST VIRGINIA PURCHASINT DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE AND ASSEMBLE FURNITURE, BED FRAMES, AND PILLOWS FOR TWIN FALLS STATE PARK PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John Willey</i>	TELEPHONE 300 745 7370	DATE 6/29/10
TITLE Director of Proc	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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SUBJECT

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 TWIN FALLS RESORT  
 ATTN: PARK SUPERINTENDENT  
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<b>06/16/2010</b>				

BID OPENING DATE: **06/30/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</b></p> <p><b>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</b></p> <p><b>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</b></p> <p><b>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</b></p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Glenn Corley</i>	TELEPHONE <i>300 745 7370</i>	DATE <i>6/29/10</i>
TITLE <i>Director of Sales</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: DNR210247</p> <p>BID OPENING DATE: 06/30/2010</p> <p>BID OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chris Kelley</i>	TELEPHONE 304 745 7370	DATE 6/29/10
TITLE Director of Sales	ADDRESS CHANGES TO BE NOTED ABOVE	

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VENDOR

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06/16/2010				

BID OPENING DATE: **06/30/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <b>1-866-783-7512</b></p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ DNR210247 ***** TOTAL: <i>See attached quotation</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **300-745-7370** DATE **6/29/10**  
 TITLE **Director of Sales** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Twin Falls Resort State Park  
Furniture Purchase, Assembly and Set-Up  
Open End Contract

The West Virginia Division of Natural Resources, hereinafter Division, is requesting Bids for the purchase of furniture, bed-frames and pillows and assembly thereof for its new twenty-seven (27) guest room addition and twenty (20) existing guest rooms at Twin Falls Resort State Park. All items are to be F.O.B. Destination. Freight or delivery charges must be included in the unit cost of each item. Delivery must be coordinated with Twin Falls State Park to meet the timeframe of the scheduled opening of the Lodge. The WVDNR will accept delivery as expeditiously as possible on all furnishings pending and contingent upon the manufacturer's production schedule.

**General Specifications:**

Furniture must be manufactured for commercial hospitality use. All items must be new. Fabric style and color options must be included with Bid, and fabric choices will be selected with the successful Vendor at the time of Notice to Proceed. These fabric styles and colors will be selected from manufacturer's fabric colors and patterns that meet the minimum specifications found within these Specifications. Scheduling of shipping, assembly and installation shall be coordinated between Division and Vendor after the Notice to Proceed has been issued by the Division.

**Information for Bidders:**

Bidders must submit a unit price Bid for each item to furnish all items specified. Partial and/or conditional Bids will not be considered.

**Basis of Award:**

The Contract will be awarded to the lowest qualified Bidder submitting the lowest Bid for all furniture stipulated on the Bid schedule and in complete accordance with all specifications stipulated herein.

**Coordination:**

Vendor must coordinate shipping and receiving with the West Virginia Division of Natural Resources, Twin Falls Resort State Park.

All items are to be F.O.B. Destination. Freight or delivery charges must be included in the unit cost of each item.

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Twin Falls Resort State Park  
Furniture Purchase, Assembly and Set-Up  
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**Delivery, Storage and Handling:**

The successful Vendor must deliver and handle all items according to Manufacturer's recommendations, including means and methods that will prevent damage, deterioration, and loss. Goods must be delivered in the Manufacturer's original sealed containers complete with labels and instructions for handling, storage, unpacking, protecting, and installing. The Division must supply labor to inspect the goods upon delivery, to ensure compliance with the purchase order, and to ensure all items are undamaged and protected against damage. All items must be delivered according to Manufacturer's recommendations and in an order that will facilitate inspection and measurement of quantity. All items must be delivered using means and methods that will prevent damage, deterioration, theft, or other loss.

*Blanket wrapped*  
\*

**Damaged Items:**

All items must be inspected by the Division subsequent to delivery to ensure that each item is not damaged or defective. Damaged or defective items must be rejected, removed, and replaced at no additional expense to the Division. If Vendor assembles and installs furniture, the Vendor will be responsible for damages that occur during assembly and set-up.

\*

**Project Closeout:**

Vendor must provide an inventory list of all items received and accepted. Vendor must provide the manufacturers recommendations for maintenance and cleaning.

\*

**Applications for Payment:**

Vendor must submit Applications for Payment upon completion of Work for all furniture delivered and accepted and upon completion of project closeout requirements.

\*

**Warranty:**

The Vendor must warranty products to be free of defects in materials and Workmanship for a period of one (1) year after date of acceptance or through manufacturer's provided warranty, whichever is greater. Vendor must repair or replace at its' discretion, free of charge, any product that proves to be defective during the warranty period.

\*

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Twin Falls Resort State Park  
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### Outdoor Deck/Pool Furniture

Chaise must meet the following minimum specifications:

- Minimum dimensions must be 35" W x 81" D x 11" H – Arm Height 24";
- Must be composed of plantation teak;
- Must have stainless steel hardware;
- Must have a multi-position back;
- Must be constructed with water resistant glue;
- Must have resin foot pads; and
- Must have mortise and tenon joinery construction.

Chair must meet the following minimum specifications:

- Minimum dimension must be 23" W x 23" D x 36" H;
- Must have minimum seat height of 17";
- Must have a minimum arm height of 25";
- Must be constructed of plantation teak;
- Must have resin foot pads;
- Must be constructed with weather resistant glue; and
- Must have mortise and tenon joinery construction.

Pool Dining Table must meet the following minimum specifications:

- Minimum dimension must be 52" diameter x 29" H;
- Must be constructed of plantation teak;
- Must have a powder coated aluminum frame;
- Must have a minimum 2" powder coated umbrella hole; and
- Must have a minimum ½" powder coated reducer and cap.

Pool Side Table must meet the following minimum specifications:

- Minimum dimensions must be 22" L x 22" W x 20 H;
- Must be constructed of plantation teak; and
- Must have mortise and tenon joinery construction.

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Twin Falls Resort State Park  
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Open End Contract

## Guest Room Furniture

Guest room furniture must meet the following minimum specifications:

Transitional style is the desired style of furniture for this bid.

### General Construction:

- Joints must be mortised and tenoned, doweled or blocked glued and pinned.
- All corner blocks, braces and screw cleats must be glued and reinforced with staples, nails or screws.
- All corner blocks and braces must be made of solid wood.
- All structural members must be glued and screwed or stapled in place.
- Furniture must be surfaced with matching high-pressure laminate a minimum of .028" thickness that conforms to Federal Specification LP508H.
- Casters and base blocks must be glued and screwed allowing for free movement of the caster.
- All cases over 60" must have a center foot.

### Material Requirements:

- Exposed solid parts must be premium grade hardwood
- Unexposed solid parts must be select hardwoods.
- All panels must be cherry veneers
- All veneered panels must be constructed with waterproof glue under controlled pressure.
- Drawer fronts must be hardwood with cherry veneer. Drawer sides and backs must be constructed of Baltic Birch plywood or equal joined front and rear with English style dovetails.
- Drawer guides on Contract design cases must be heavy duty side mounted metal with a minimum 60 lb. load capacity. The guide surfaces must be double dipped epoxy coated to prevent corrosion.
- Particleboard Standards
  1. All particle board must meet ANSI A208.1-1993.
  2. Tops with particleboard cores must be lumber banded on a minimum of three sides with edge banding on the back edges if they are not lumber banded.

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3. Cases must have no exposed particleboard.
  4. Particle board used in doors must be banded on all four sides.
- All items must be packed with packaging materials to minimize shipping damage.

**Workmanship:**

- Doors must be properly aligned to insure uniform clearance and operation free of rattle, squeak or rubbing. Catches must be properly aligned and installed with a minimum requirement of two catches on all but small dresser doors.
- Drawers must be custom fitted to insure free running action with no binding, sticking, rattling or squeaking. Drawer guides and runners must be securely fastened and properly positioned to assure correct drawer alignment.
- Cross grain sanding, machine marks, splits, chip outs, veneer checking, or roughness are not permitted on the surface of the finished product.
- Drawer interiors and other interior storage compartments must be sanded smooth and must be free of glue or lacquer runs. Sides, ends and bottoms must be free of splinters, snags, splinters, staples, nails and screws.
- All hardware including hinges, latches, catches and glides must be attached and fitted to operate properly and serve their purpose during transit and use.
- Miter joints must be square, flush, tight and well glued. Exposed case front joints must be tight not exceeding maximum of 1/64".
- Case tops must be attached to the case with screws allowing the top to be pulled down tight against the case.
- Interior screws must be flush or countersunk to the surface of the part where used.
- Assembly and hinge screws must be properly seated and driven flush with the hinge flange.
- All molding and overlays must be nailed from the back of the panel if possible. Face nails or brads are driven flush or set and nail holes filled.

**Appearance and Finish:**

Finishing must meet the following specifications:

- Color of like finishes must be color-fast, uniform, and compatible between pieces manufactured in the plant

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- Each finishing material must be formulated and individual batches checked to insure compatibility with the batch and every other material used to produce a color-fast finishing system.
- Interior surfaces of compartments and drawers must be free of dirt, dust, shavings or any foreign matter prior to finishing.
- Finish must be rubbed to required smoothness and sheen and dried to prevent marring or printing on the surface when packed.
- Edges and backs of doors and drawers finished must be compatible with exterior.
- Excess pumice, oil, wax and rubbing compound must be wiped clean after rubbing.

**Performance:**

- Drawers and doors must be fitted and aligned to operate smoothly under various atmospheric conditions.
- All drawers, doors and other operating parts must be properly fitted and aligned to operate smoothly without loose or sloppy action.
- Doors and door hinges must operate smoothly and quietly without binding, rubbing or rattling.
- Hardware, both trim and functional, must be straight and firmly attached.

**Fabric:**

MIDGRADE: All fabric must meet ACT Guidelines specified for hotel / commercial use for abrasion, colorfastness, flammability, physical properties, and dry and wet crocking. Particularly;

- All fabric must meet minimum heavy duty abrasion guideline for hotel use, minimum 30,000 double rubs Wyzenbeek Method
- Minimum Grade 4 Colorfastness
- Minimum California Technical Bulletin #117 Section E – Class 1 (Pass)
- Physical Properties: Class 3 minimum ASTM D3511-01, ASTM D49070-05; 50 lbs minimum in warp and weft, seam slippage 25 lbs minimum in warp and weft
- Grade 4 minimum dry crocking, Grade 3 minimum wet crocking

Micro-fridge cabinet must meet the following specifications:

- Must have medium cherry finish;

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- Minimum dimensions must be 22 ½" W x 22 5/8" D x 51 ¾" H;
- Must have a stationary laminate bottom shelf;
- Must have a lumber banded laminate top;
- Must have a vented back panel; and
- Must accommodate a minimum refrigerator dimension of 20" W x 21¼" D x 45½" H.

Full panel headboard must meet the following specifications:

- Must have medium cherry finish
- Must be wall hung only; and
- Minimum dimensions must be 56 5/8" W x 36" H.

Queen panel headboard must meet the following specifications:

- Must have medium cherry finish
- Must be wall hung only; and
- Minimum dimensions must be 62 5/8" W x 36" H.

King panel headboard must meet the following specifications:

- Must have medium cherry finish
- Must be wall hung only; and
- Minimum dimensions must be 80 5/8" W x 36" H.

Nightstand must meet the following specifications:

- Must have medium cherry finish
- Minimum dimensions must be 24 1/8" W x 17 ¾" D x 24" H;
- Must have a minimum of one (1) side guided drawer;
- Must have a minimum of one (1) stationary shelf;
- Must have a lumber banded laminate top; and
- Must have a recessed back.

Four drawer-chest must meet the following specifications:

- Must have medium cherry finish
- Minimum dimensions must be 42" W x 22" D x 36" H.

Mirror must meet the following specifications:

- Must have medium cherry finish
- Minimum dimensions must be 30" W x 46" H;

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- Mirror frames must be constructed of solid hard wood; and
- Mirror glass must be a minimum 3/16" plate glass with copper electroplate backs to protect the silver surface.

Desk must meet the following specifications:

- Must have medium cherry finish
- Minimum dimensions must be 48" W x 30" D x 30" H;
- Must have a minimum of one (1) side guided drawer;
- Must have lumber banded laminate top;
- Must include a center stationery drawer; and
- Must include an electronic data port unit that attaches to the desk or writing table.

Activity table must meet the following specifications:

- Must have medium cherry finish
- Minimum dimensions must be 34" W x 34" D x 30" H;
- Must have an apron to floor minimum dimension of 25 1/4"; and
- Must have lumber banded laminate top.

Table top must meet the following specifications:

- Must have medium cherry finish
- Minimum diameter must be 30".

Round table base must meet the following specifications:

- Minimum base spread must be 17" D;
- Minimum top spread must be 12" D; and
- Minimum height must be 30".

Guest arm chair must meet the following specifications:

- Minimum dimensions must be 22" W x 24" D x 32" H;
- Minimum seat height must be 18 1/2";
- Minimum arm height must be 23";
- Fabric, pattern and color of chair must be coordinated with Twin Falls Resort State Park and will be selected from manufacturer's fabrics colors and patterns;
- Chair joints must be properly angled and clamped tight. No openings are permitted in the joints.

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- Leg stretchers must be machined (chucked) for a tight fit and glued into place.
- Seat and back cushions must be tailored and fit properly to the frame.

Media chest must meet the following specifications:

- Must have medium cherry finish
- Minimum dimensions must be 36 1/8" x 21" x 36 3/4" H;
- Minimum of three (3) slide guided drawers;
- Minimum of one (1) stationary VCR shelf;
- Must have lumber banded laminate top;
- Back must be recessed; and
- Minimum VCR space of 30 1/2" x 17 3/4" D x 6"

Queen sleep sofa three cushions must meet the following specifications:

- Minimum dimensions must be 78" L x 36" D x 35 1/2" H;
- minimum seat height must be 18";
- Minimum arm height must be 27 1/2".
- Sleeper must include an upgraded mattress with a minimum 6" thickness;
- Must have wedge legs with an oiled medium cherry finish;
- Fabric, pattern and color of sofa must be coordinated with Twin Falls Resort State Park and will be selected from manufacturer's fabrics colors and patterns.

Lounge chair must meet the following specifications:

- Minimum dimensions must be 37" W x 36" D x 36" H;
- Minimum seat height must be 19";
- Minimum arm height must be 26"; and
- Fabric, pattern and color of chair must be coordinated with Twin Falls Resort State Park and will be selected from manufacturer's fabrics colors and patterns.

Table lamp must meet the following minimum specifications:

- Must be a minimum of 28" in height;
- Must have a brushed nickel finish;
- Must include a cream color shade a minimum of 11" x 15" x 10"; and
- Must include minimum one (1) outlet in lamp base.

Floor lamp must meet the following minimum specifications:

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- Must be a minimum of 55" in height;
- Must have a brushed nickel finish;
- Must include a cream color shade a minimum of 13" x 16" x 10"; and
- Must include minimum two (2) outlets in lamp base.

#### Bed Frames

Bed frames must be able to properly accept mattress and box springs sets for Sealy Monogram 600 Series. The following mattress set sizes have been purchased:

Double	53x80
Queen	60x80
King	76x80

Accessible Bed frames must be:

- minimum of 7 ½" high
- must have steel stem side stance glides
- must have recessed legs
- must be constructed of non-combustible materials
- minimum 5 legs

Regular Bed frames must be:

- minimum of 7 ½" high
- must have a steel bed base
- minimum of 3 cross supports
- must have dual center leg supports
- must be constructed of non-combustible materials

#### Pillows

Pillow must meet the following specifications:

- 100% cotton
- minimum of 200 thread count
- edge must be single needed corded
- must be machine wash dry
- must be hypo-allergenic

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/ = Noted/Comply

**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order. ✓
2. **APPLICABLE LAW:** 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. ✓
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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. ✓
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor. ✓
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer. ✓
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent. ✓
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: ✓  
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller. ✓
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order. ✓
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*. ✓
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes. ✓
12. **RENEWAL:** 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, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>. ✓
16. **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 agency 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. ✓

DNR210247  
Twin Falls Resort State Park  
Furniture Purchase, Assembly and Set-Up  
Open End Contract

BID SCHEDULE				
Item No.	Estimated Quantity	Description	Unit Price	Amount
1	4	Pool Chaise		No bid
2	51	dining arm chair for pool		No bid
3	4	dining table for pool		No bid
4	39	side table for pool		No bid
5	27	Micro-fridge cabinet	311 <sup>00</sup>	8397 <sup>00</sup>
6	37	Full panel headboard	163 <sup>00</sup>	6031 <sup>00</sup>
7	23	Queen panel headboard	182 <sup>00</sup>	4186 <sup>00</sup>
8	17	King panel headboard	213 <sup>00</sup>	3621 <sup>00</sup>
9	64	Night stand	192 <sup>00</sup>	12,288 <sup>00</sup>
10	47	Four drawer chest	358 <sup>00</sup>	16,826 <sup>00</sup>
11	47	Mirror	162 <sup>00</sup>	7,614 <sup>00</sup>
12	27	Desk	258 <sup>00</sup>	6,966 <sup>00</sup>
13	47	Activity table	245 <sup>00</sup>	11,515 <sup>00</sup>
14	20	Table top	310 <sup>00</sup>	6,200 <sup>00</sup>

All items are to be F.O.B. Destination. Freight or delivery charges must be included in the unit cost of each item.

DNR210247  
Twin Falls Resort State Park  
Furniture Purchase, Assembly and Set-Up  
Open End Contract

15	20	Round table base	Incl. in item 14	
16	94	Guest arm chair	186 <sup>00</sup>	17,484 <sup>00</sup>
17	2	Media chest	437 <sup>00</sup>	878 <sup>00</sup>
18	16	Queen sleep sofa three cushions		No bid
19	21	Lounge chair		No bid
20	96	Table lamp		No bid
21	74	Floor lamp		No bid
22	2	ADA Accessible King Bed Frame		No bid
23	1	ADA Accessible Queen Bed Frame		No bid
24	34	Double Bed Frames		No bid
25	15	King Bed Frames		No bid
26	22	Queen Bed Frames		No bid
27	200	Pillows		No bid
			TOTAL FURNISHINGS	102,006 <sup>00</sup>

All items are to be F.O.B. Destination. Freight or delivery charges must be included in the unit cost of each item.



700 King Edward Street  
Winnipeg, MB R3H 1B4

QUOTE#	q20100623-TFR
REVISION#	
QUOTE DATE	23-Jun-10
VALID FOR	30 Days
SALES REP	House
QUOTE BY	Heather
CURRENCY	USD

<b>SHIP TO:</b>
<b>Twin Falls Resort State Park</b>
PO Box 667
Mullens WV
25882
<b>CONTACT:</b>
TEL:
FAX:

Order Summary	Amount
Case Good quote	102,006.00
Chair quote	-
Other	-
<b>Total</b>	<b>102,006.00</b>

<b>SOLD TO:</b>
<b>Twin Falls Resort State Park</b>
PO Box 667
Mullens WV
25882
<b>CONTACT:</b>
TEL:
FAX:

Quoted prices do not include freight.

Freight is listed separately if quoted.

Payment Terms: 50% deposit, Net CBD

Quote does not include government taxes where applicable.

All sales of goods and services are subject to Buhler Terms and Conditions.

<p>Quote authorized by: Buhler Furniture</p>          <p>Per: <i>H. Roemer</i>      Date: 6.28.2010</p>	<p>Customer Acceptance:</p> <p>Name: (in print) _____</p> <p>Title: _____</p> <p>Company: _____</p> <p>Per: _____      Date: _____</p>
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CUSTOMER ACCEPTANCE AND PAYMENT OF DEPOSIT CONSTITUTE A VALID PURCHASE ORDER ISSUED BY CUSTOMER ACCORDING TO BUHLER FURNITURE TERMS AND CONDITIONS AND THOSE STATED HEREIN. ALL ITEMS INVOICED REMAIN PROPERTY OF BUHLER FURNITURE UNTIL INVOICES ARE FULLY PAID.

Please - reference Quote # when corresponding about this Quote.

*Thank you for your interest in Buhler Furniture. We look forward to providing you with fine, quality furnishings.*

# QUOTE DETAILS

<b>SOLD TO:</b> Twin Falls Resort State Park		<b>SHIP TO:</b> Twin Falls Resort State Park		<b>QUOTE#</b> q20100623-TFR
				<b>REVISION#</b> 0
				<b>QUOTE DATE</b> 23-Jun-10
				<b>CURRENCY</b> USD
<b>STAIN:</b> 37902 Biltmore Cherry	<b>LAMINATE:</b> Wilsonart 7924-07 Biltmore Cherry	<b>HARDWARE:</b> Continental N-104 (knob) Satin Nickel		<b>WOOD:</b> Wood Solids Maple Veneers

Quote based on specifications as noted above. Pricing subject to review if specs change or are unspecified.

Finishes to match custom specifications may require special pricing.

QTY	ITEM#	DESCRIPTION	D x W x H	UNIT PRICE	AMOUNT
27	2165001	Fridge Stand, shelf	22.25 x 24 x 54	\$ 311.00	\$ 8,397.00
37	2181001	Double Headboard	55.5 x 36	\$ 163.00	\$ 6,031.00
23	2182001	Queen Headboard	61.5 x 36	\$ 182.00	\$ 4,186.00
17	2183001	King Headboard	80 x 36	\$ 213.00	\$ 3,621.00
64	2141001	Night Table, 1 drawer, shelf	18 x 24 x 24	\$ 192.00	\$ 12,288.00
47	2116XXX	Chest, 4 drawer	22 x 42 x 36	\$ 358.00	\$ 16,826.00
47	2192XXX	Ex Mirror	30 x 46	\$ 162.00	\$ 7,614.00
27	2151004	Desk, 1 drawer	30 x 48 x 31	\$ 258.00	\$ 6,966.00
47	2173XXX	Parsons Table w/ skirt	34 x 34 x 30	\$ 245.00	\$ 11,515.00
20	2171001	Activity Table, Pedestal Base	32 dia x 29.75 h	\$ 310.00	\$ 6,200.00
94	5502000	Arm Chair, Uph Seat & Back COM 0.75 yards Seat height = 19" Arm height = 24.75"	21.38 x 24.5 x 36.75	\$ 186.00	\$ 17,484.00
2	2116003	TV Chest, 3 drw, ET shelf	20 x 36 x 38	\$ 439.00	\$ 878.00

*Pricing based on piece quantity*

*Quote based customer supplied specs & standard Brighton specifications*

*The above order includes freight (2 trailer loads plus fuel surcharge, which is subject to change at time of shipping)*

*If order and/or quantities are revised freight will have to be revised*

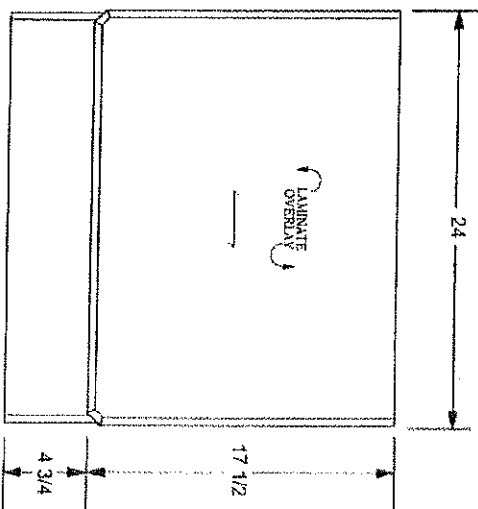
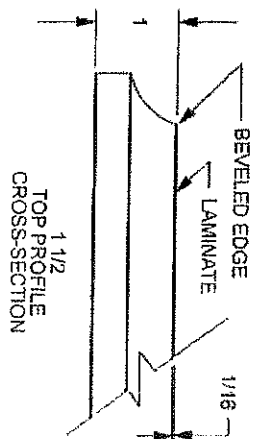
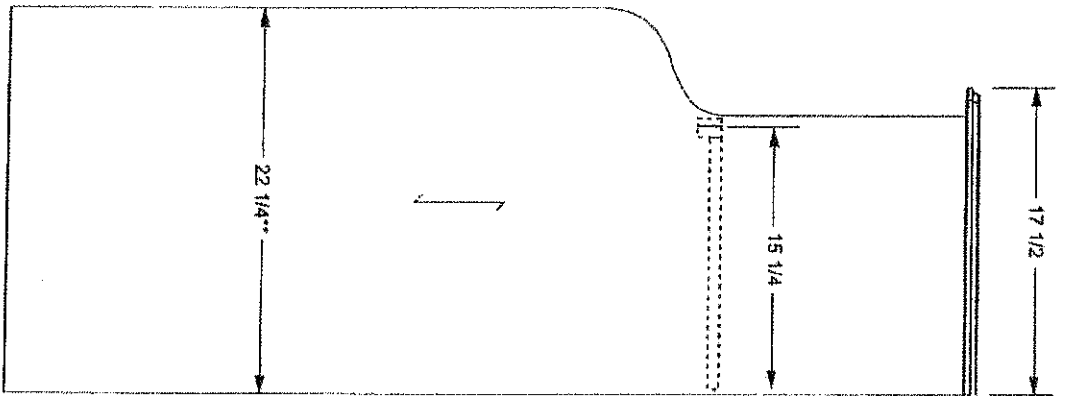
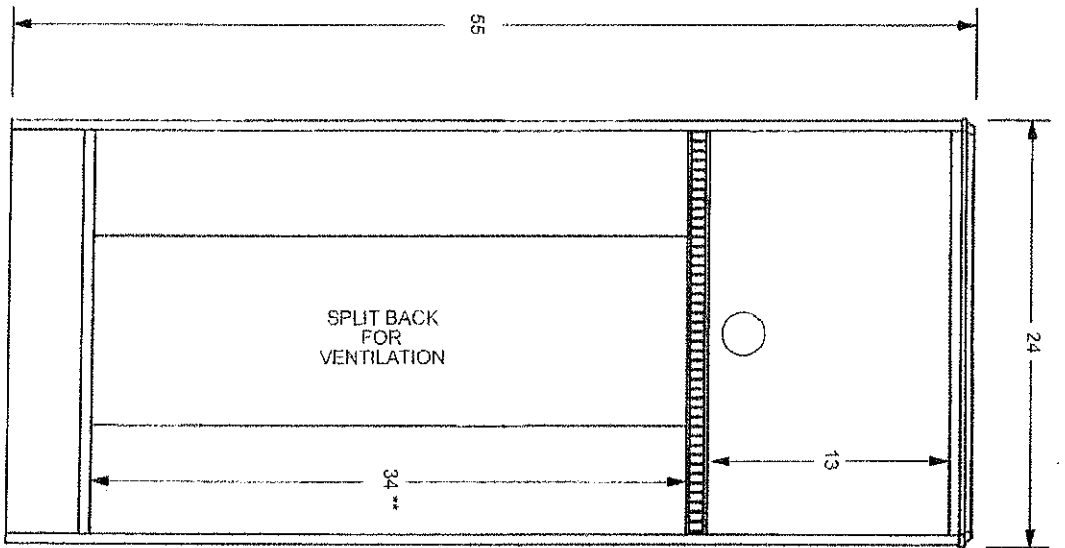
Case Total	Chair Total	Other Total
102,006.00	0.00	0.00

<b>TOTAL</b>	<b>\$ 102,006.00</b>
--------------	----------------------

Quoted price is for quantities and specifications as stated.

Case Products shipped blanket wrapped unless otherwise specified.

Upholstery fabric yardage is based on plain fabric. Yardage could increase for patterns with large repeats.



\*\* FRIDGE CLEARANCE

# bühler

HOSPITALITY

## FRIDGE STAND

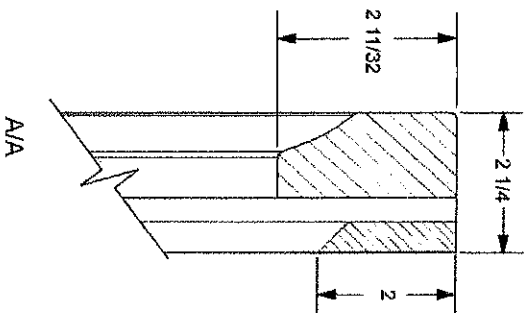
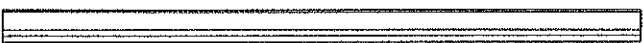
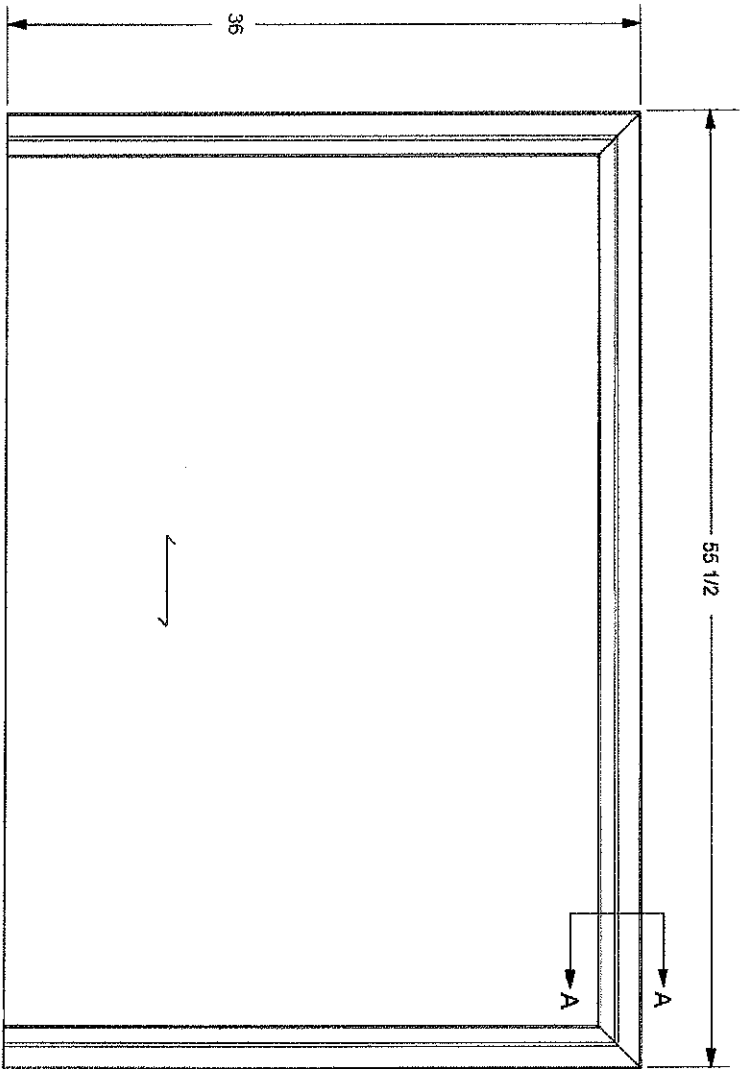
CW 2 SHELF, 22 1/4DX24WX55H

DATE: NOV. 18, 2008

TAG: 2165001

SERIES: BRIGHTON STANDARD

AUTHOR: DM TYPE: MKTG



**bühler**

HOSPITALITY

**DOUBLE HEADBOARD**

2 1/4D x 55 1/2W x 36H

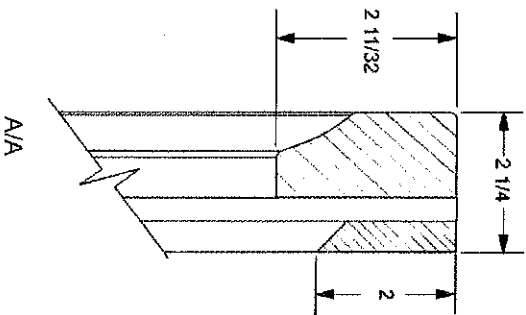
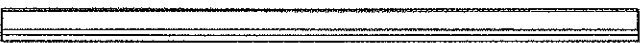
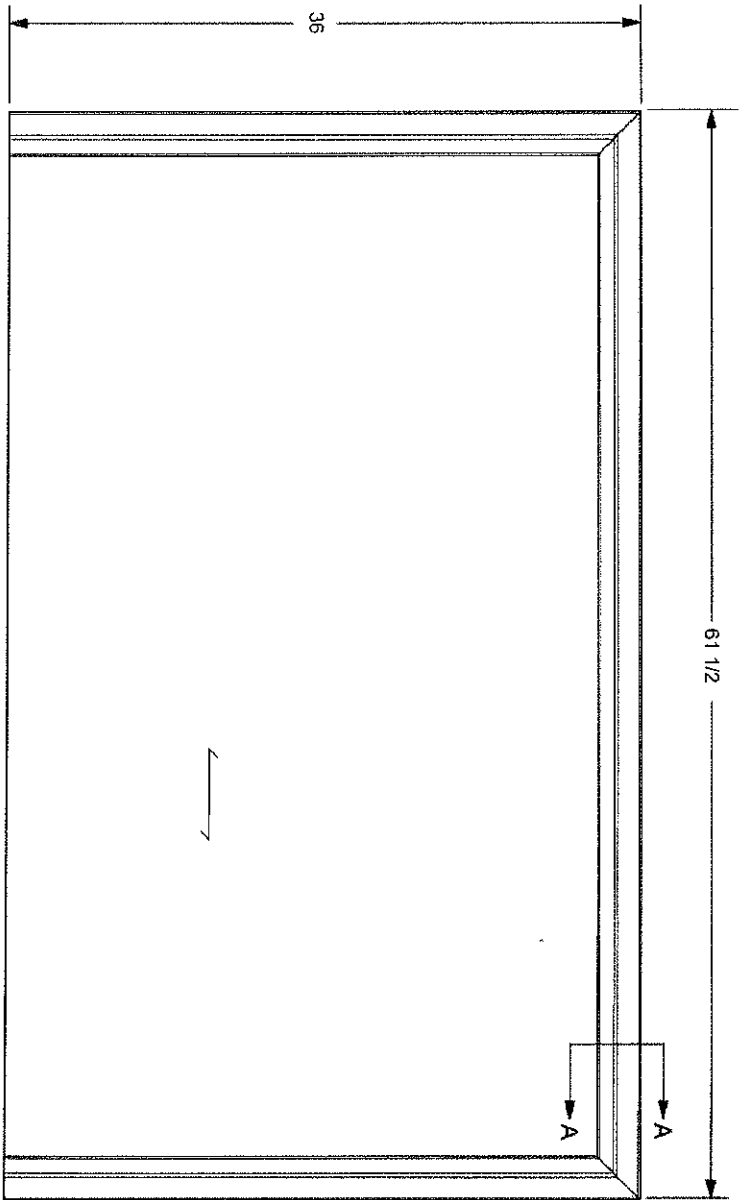
DATE: NOV. 18, 2008

TAG: 2181001

SERIES: BRIGHTON STANDARD

AUTHOR: DM

TYPE: MKTG



**bühler**

HOSPITALITY

**QUEEN HEADBOARD**

2 1/4D x 61 1/2W x 36H

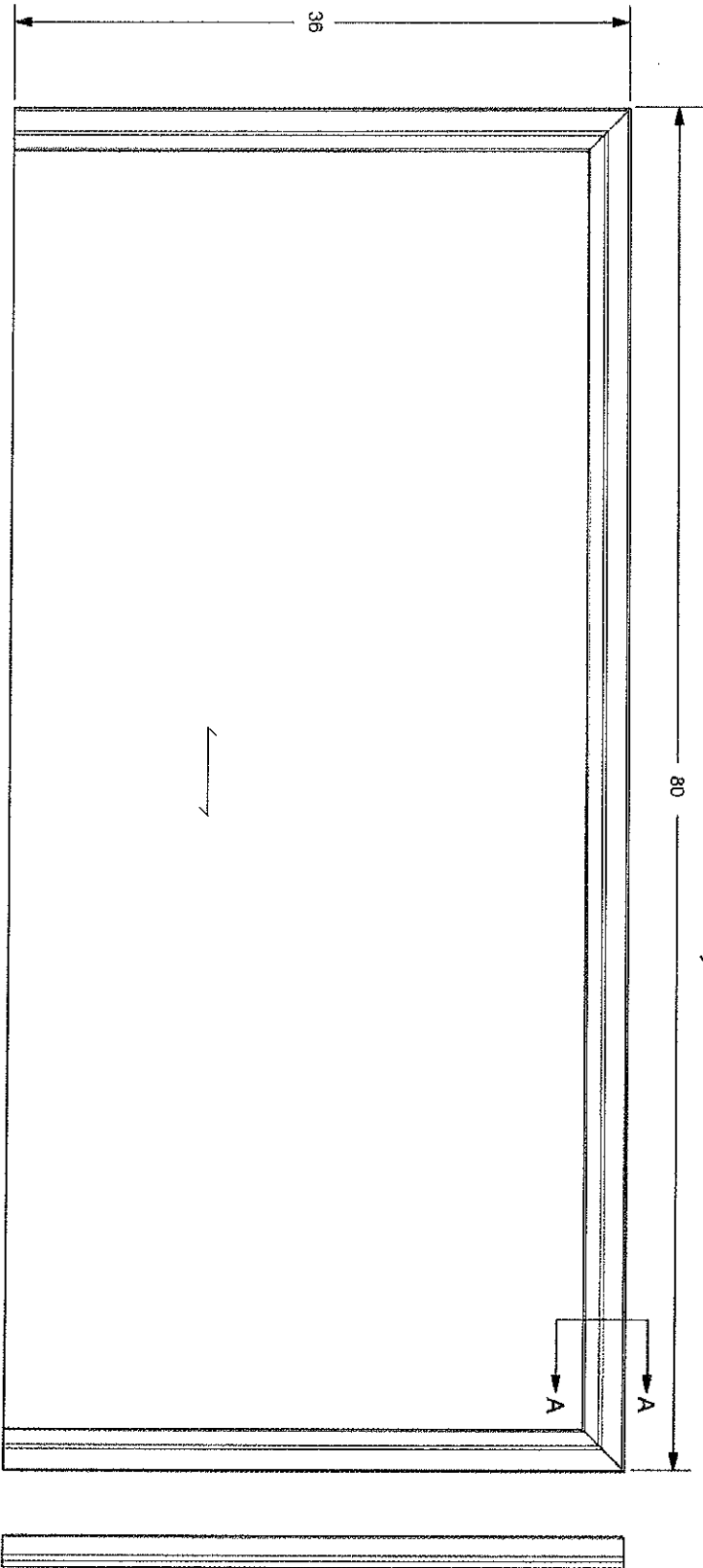
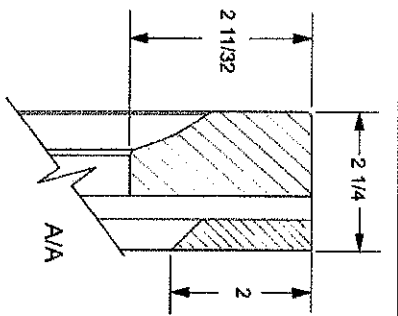
DATE: NOV. 18, 2008

TAG: 2182001

SERIES: BRIGHTON STANDARD

AUTHOR: DM TYPE: MKTG





# bühler

HOSPITALITY

## KING HEADBOARD

2 1/4D x 80W x 36H

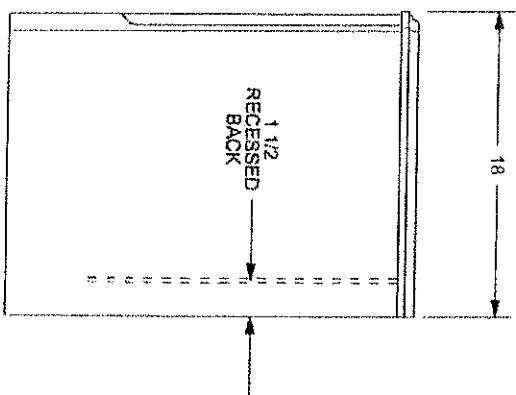
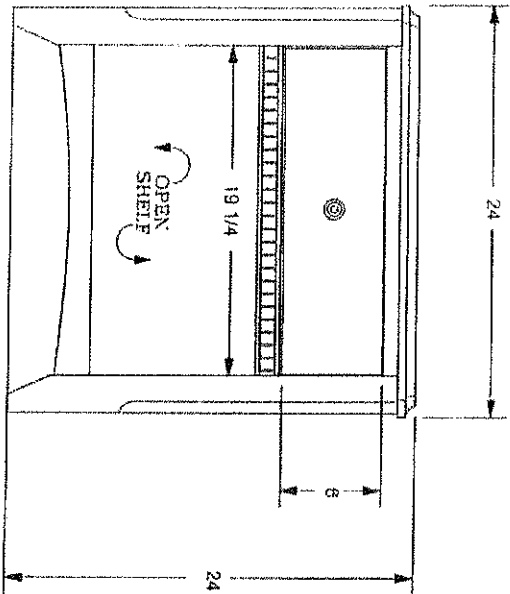
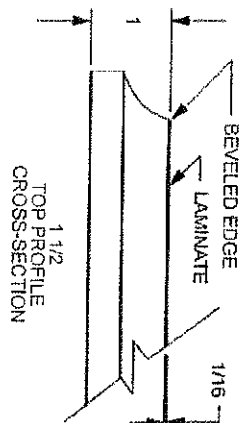
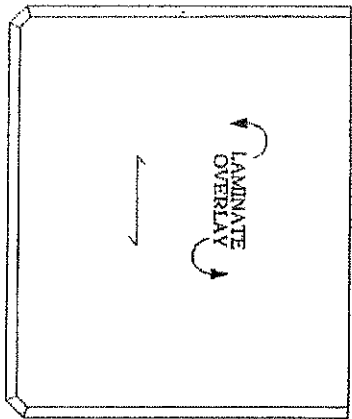
DATE: NOV. 18, 2008

TAG: 2183001

SERIES: BRIGHTON STANDARD

AUTHOR: DM

TYPE: MKTG



# bühler

HOSPITALITY

## NIGHT TABLE

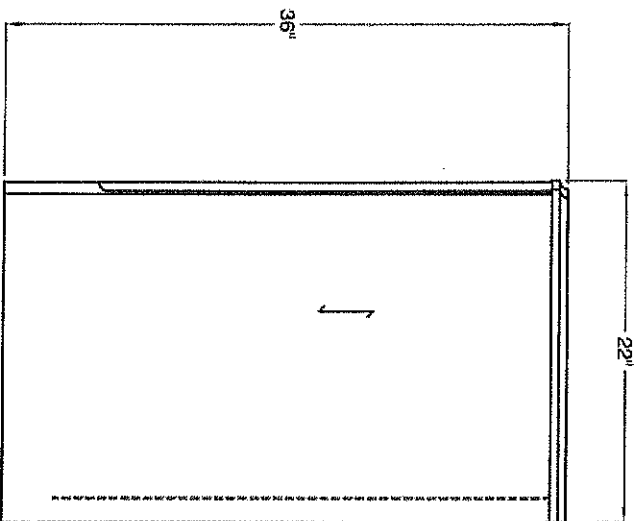
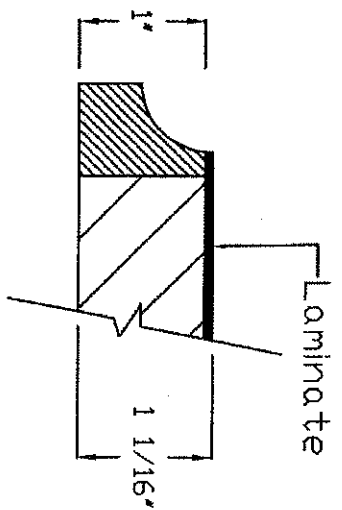
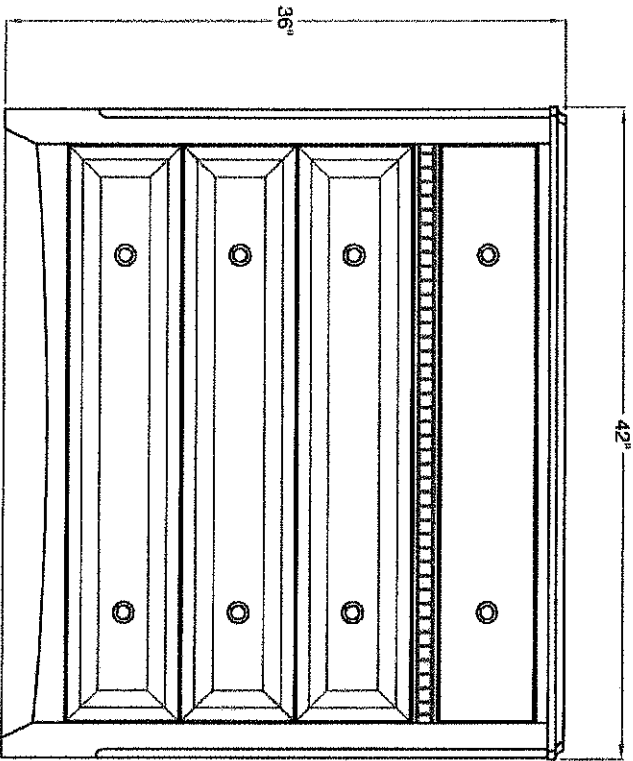
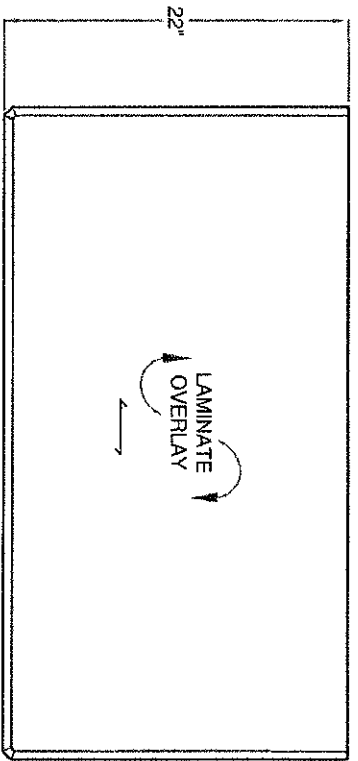
1 DWR, 1SHELF, 18DX24WX24H

DATE: NOV. 18, 2008

TAG: 2141001

SERIES: BRIGHTON STANDARD

AUTHOR: DM TYPE: MKTG



# bühler

HOSPITALITY

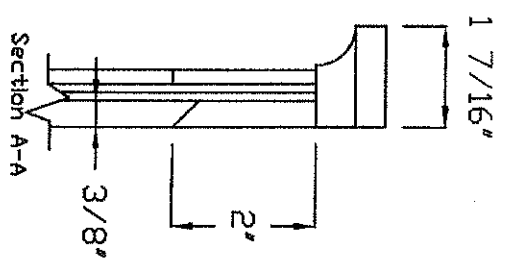
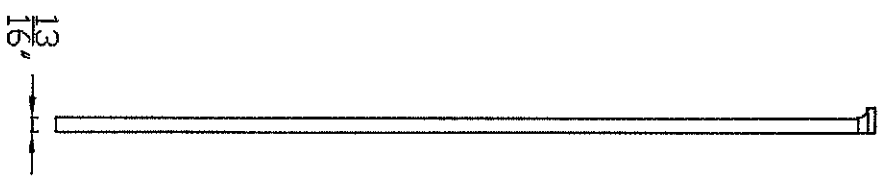
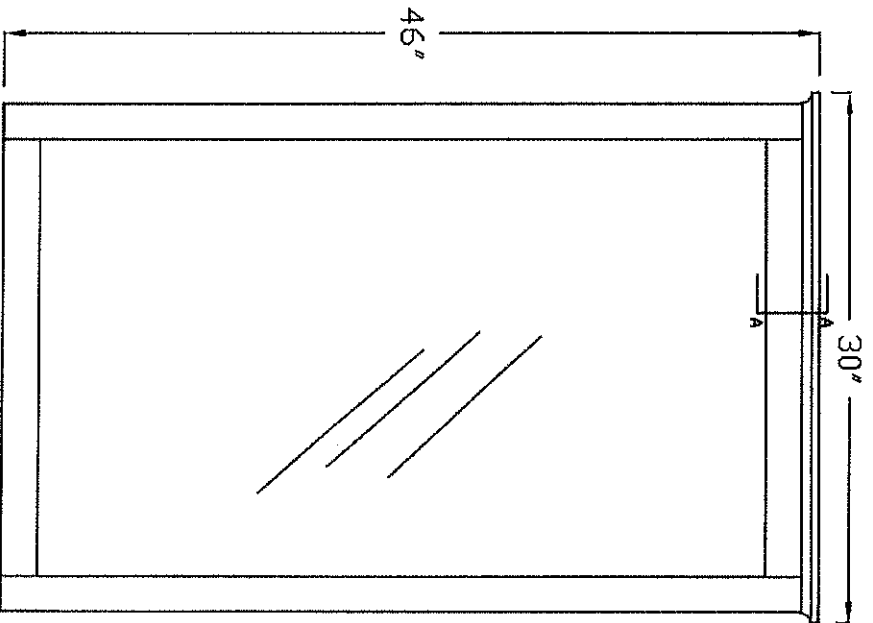
**CHEST**  
**4 DRAWER; 22" D X 42" W X 36" H**

DATE: JUNE 23, 2010

SERIES: BRIGHTON

TAG: 2116XXX

AUTHOR: AK



# bühler

HOSPITALITY

## EX MIRROR

30"W X 46"H

DATE: June 24, 2009

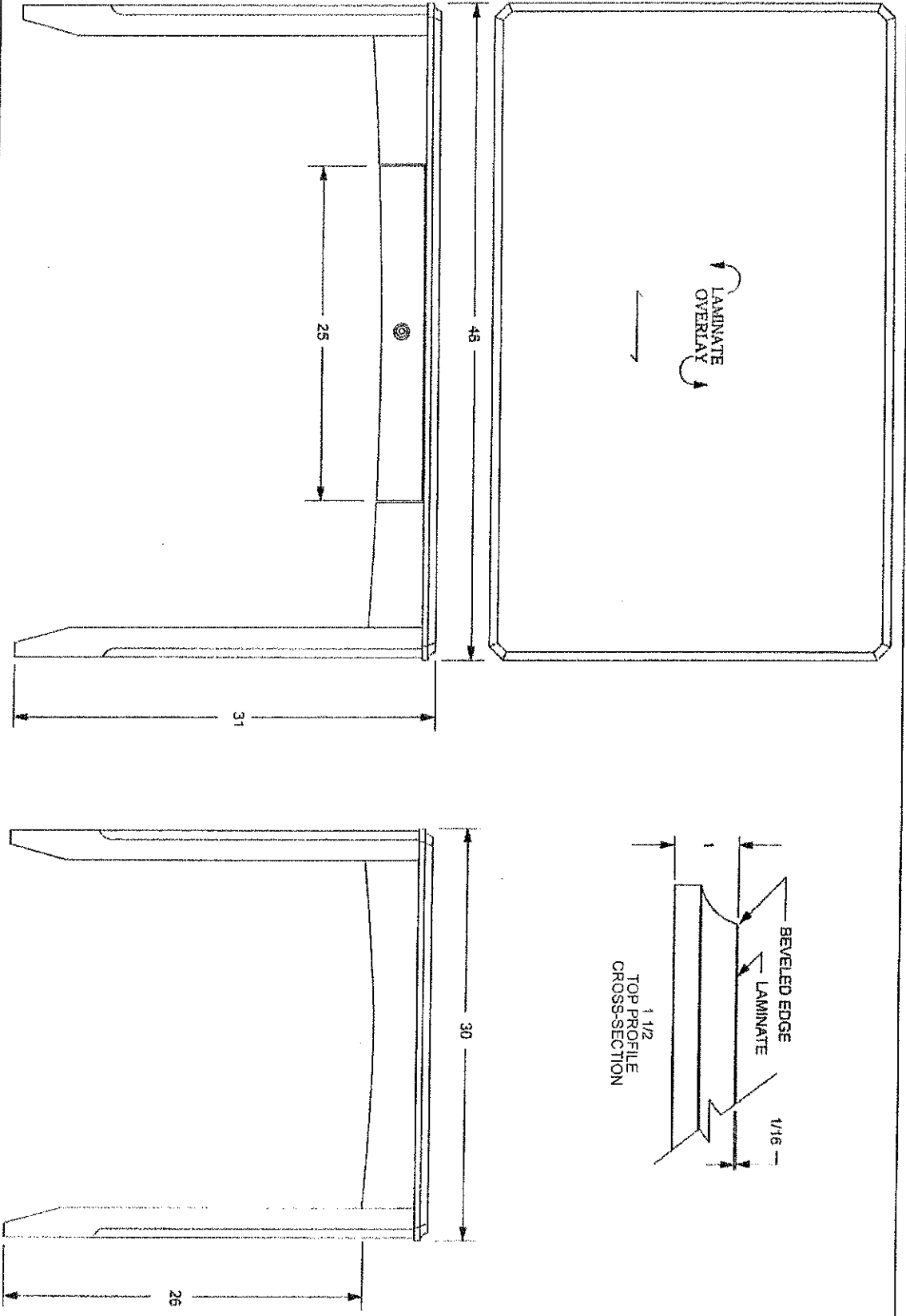
SERIES: Brighton

TAG: 2192XXX

AUTHOR: AK

# bühler

HOSPITALITY



**DESK**  
1 DRAWER, 30x48wx31H

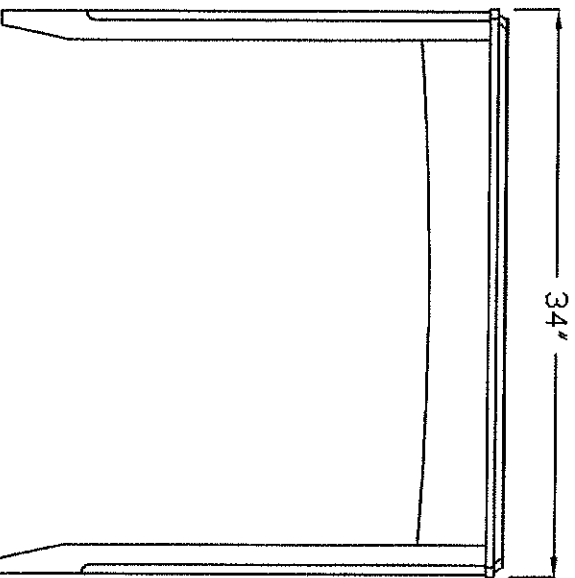
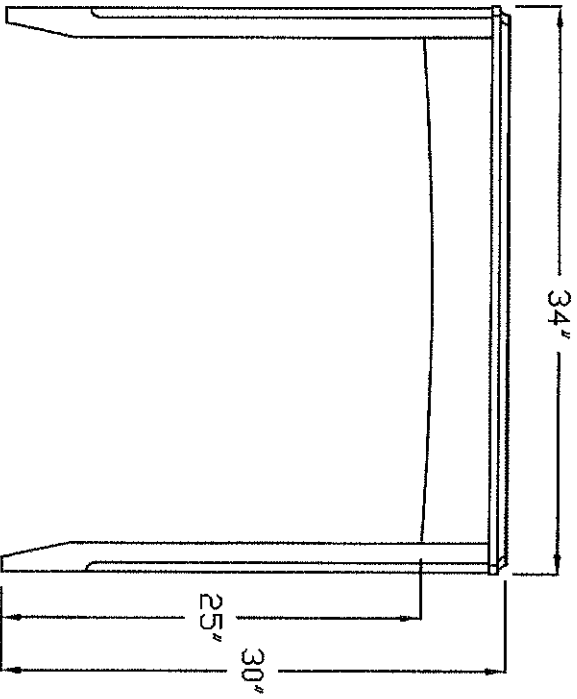
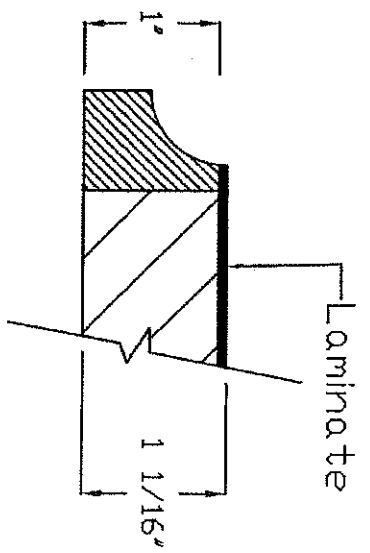
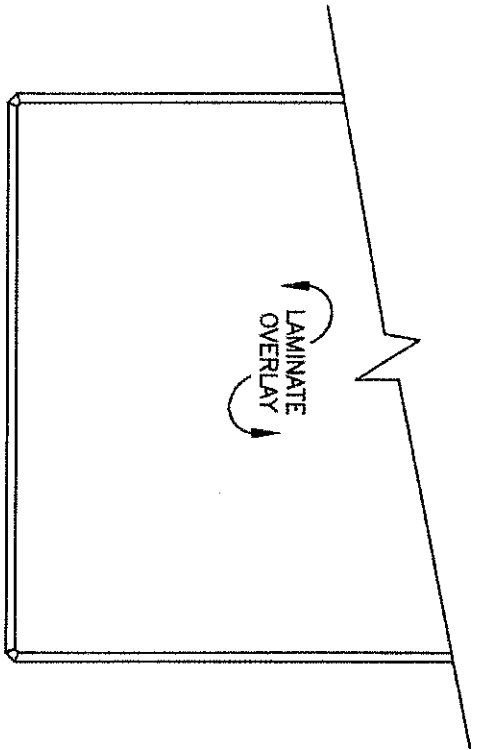
DATE: NOV. 20, 2008

TAG: 2151004

SERIES: BRIGHTON STANDARD

AUTHOR: DM

TYPE: MKTG



# bühler

## PARSONS TABLE

34" D X 34" W X 30" H

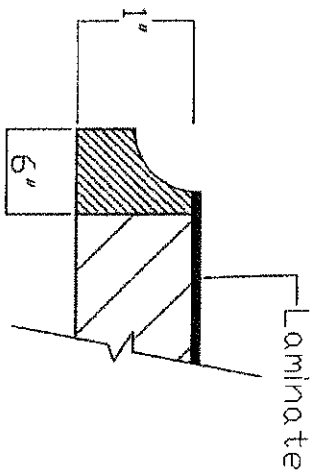
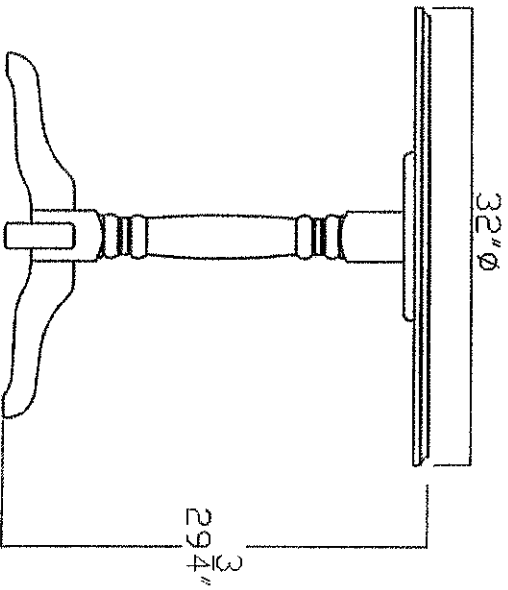
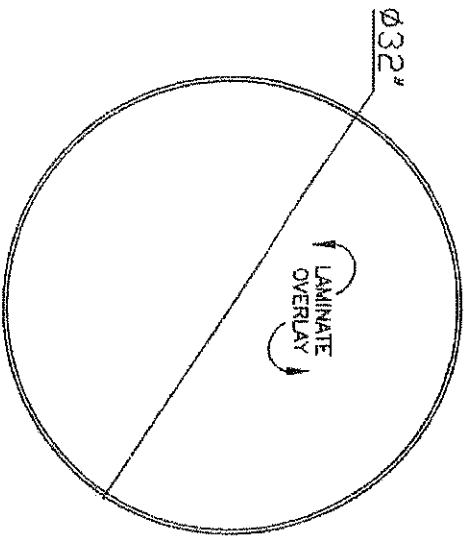
HOSPITALITY

DATE: June 23, 2010

TAG: 2173XX

SERIES: Brighton

AUTHOR: AK



**ACTIVITY TABLE, pedestal base**

32" DIA x 29 3/4" H

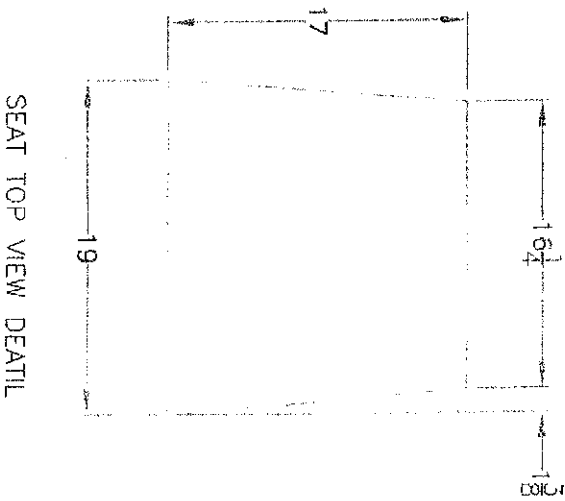
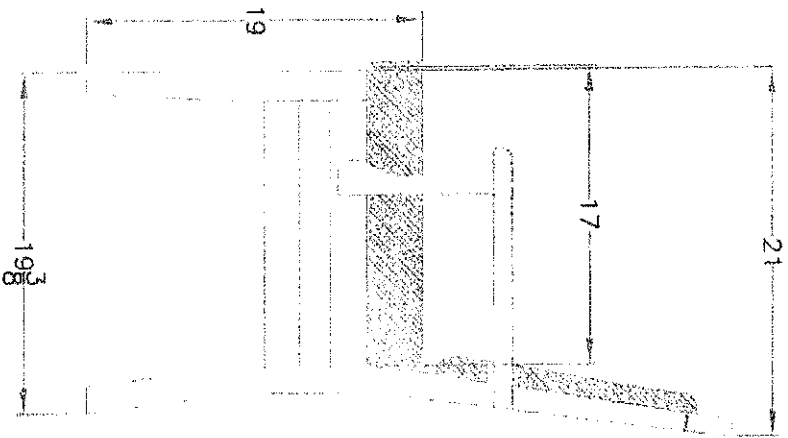
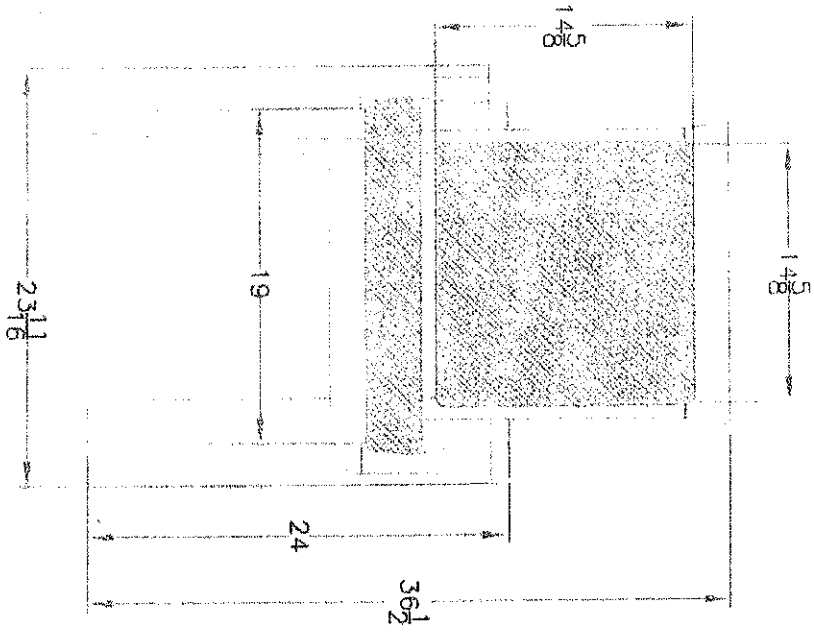
**bühler**  
HOSPITALITY

DATE: JUNE 11 / 2009

TAG: 2171001

SERIES: Brighton

AUTHOR: AK



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HOSPITALITY

**Arm Chair**

21Dx24Wx36 1/2H

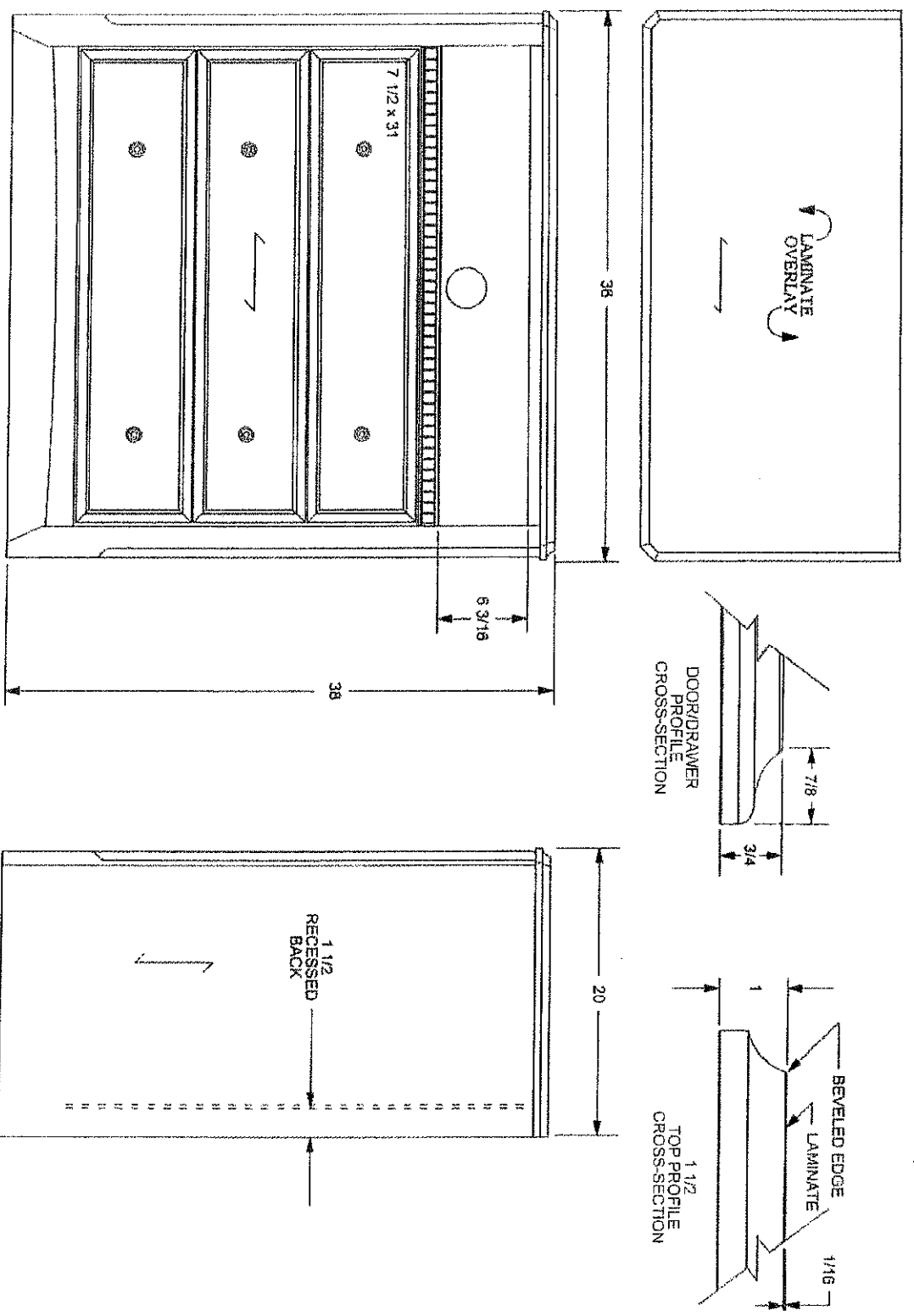
DATE: NOV 30 2006 TAG: 5502000

SERIES: CHAIRS AUTHOR: SL TYPE: SHOP



**bühler**  
HOSPITALITY

**TV CHEST**  
3 DWR, ET SHELF, 20DX36WX38H  
DATE: NOV. 18, 2008 TAG: 2116003  
SERIES: BRIGHTON STANDARD AUTHOR: DM TYPE: MKTG





## **Contract Furniture Warranty**

Buhler Furniture is pleased to warrant our products to be free of defects in material and workmanship for five (5) years from date of shipment if properly handled and cared for under normal conditions. In addition, Buhler Furniture warrants drawer boxes for the life of the product under normal conditions.

This Buhler Furniture warranty applies to the original purchaser and/or client and is not transferrable.

For comprehensive, detailed warranty information please contact your sales representative.

**Effective: December 1, 2008**

# Keep it Green ...

At Buhler Furniture we recycle all of our wood cutoffs and sawdust into particle board at a local plant.

All of our used batteries and oil are collected and disposed in an environmentally friendly manner at a local hazardous waste disposal company.

All cardboard waste is collected, compacted and then sent for recycling.

We conserve energy throughout our plant by using various speed drive air compressors, which greatly reduce energy consumption.

In 2008 we upgraded to a top of the line, tank less, high energy efficient boiler system.

All electricity we consume is generated by renewable, zero carbon emitting Hydro Electric power.

At Buhler we finish our products by minimizing spray steps, we hand wipe all product into the wood pores to attain its preferred look. All of the stains that we use are lead free and formaldehyde free.

We also recycle the wash out from the spray guns.

Furniture we build at Buhler is CARB compliant, California Air Resources Board current standard for formaldehyde emissions.

We blanket wrap our furniture for the hospitality market in reusable blankets instead of boxes, thereby getting more product into containers, using less fuel, and eliminating waste of cardboard.

We purchase recycled cardboard for circumstances requiring cardboard.

**bühler**  
HOSPITALITY

700 King Edward Street | Winnipeg, Manitoba, Canada | R3H 1B4  
phone | 800.745.7370 web | [www.buhlerhospitality.com](http://www.buhlerhospitality.com)



## HOSPITALITY CASEGOODS STANDARDS and SPECIFICATIONS

### 1. MATERIALS, WORKMANSHIP, AND CONSTRUCTION

All materials used in fabrication of case goods will be new and the best grade obtainable of their respective types. The method of construction, framing, jointing, fitting, fastening and finishing will be of the highest standard applied in our industry and also made to conform with model and specification, where required, according to the customer's specification.

### 2. WOOD

All wood will be of the best of its kind for the purpose specified. It will be thoroughly seasoned and kiln dried to a moisture content of six to eight percent before manufacturing. It is also standard for Buhler Furniture to take proper precautions to maintain the specified moisture content during production.

### 3. INTERIOR PARTS

All solid interior parts will be free from defects which might impair serviceability, and species/types that are aesthetically and structurally correct for their purpose.

### 4. HARDWOOD PLYWOOD

Face veneers will not be less than 0.025 before sanding and will be either rotary cut slices or flat slice for exposed panels. All face veneers will be matched for colour and grain to present a uniform appearance. When back veneers are of a different species than a face, they will be of the same density and thickness.

### 5. HIGH PRESSURE LAMINATED PLASTIC FACE

All tops and other surfaces that are specified to be plastic faced will have 45 pound density particleboard or approved equal core. The backing sheet on underside to be 0.03 in thickness. Glue used will be urea resin or equal, to provide for Type 11 bondage, according to the requirements of CS-35-36. All tops of case goods are to be in 1/16" high pressure laminate.

### 6. JOINTS

Joints will be either splined, mortise and tenon, doweled, or full length blocked, glued and screwed in two directions, following the best practice of construction. All joints will be set up for perfect gluing. All work will be carefully corner blocked, well fitted, glued and reinforced with wood screws. Joint glue will be of the best quality hide glue.

### 7. DRAWERS

Drawer fronts will be a minimum of ¾" thick material unless otherwise specified. Drawer box sides, fronts, and backs will be a minimum ½" thick, bull nose edge, all sides sanded smooth, of solid wood or plywood, joined with full dovetail construction and attached to drawer fronts. Drawer bottoms will be 1/8" thick natural maple wood grained finish material in all cases, contained in dadoes on three sides and stapled to assure continuing squareness. Roller side guide drawer suspension slides are clipped with four rollers, using patented silent glide, polyurethane tires which provide positive locking action in open position for easy removal of drawer from cabinet and eliminates metal to metal contacts. All Buhler drawer boxes come with a lifetime warranty.

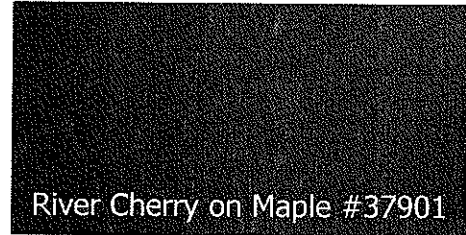
# bühler

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HOSPITALITY



Urban Anagre on Maple #37906



River Cherry on Maple #37901



Wild Cherry on Maple #37911



Biltmore Cherry on Maple #37902



Acajou Mahogany on Maple #37900



Cocoa Maple on Maple #37903



Cocobala on Maple #37905



Wenge on Maple #37910



English Oak on Oak #37904



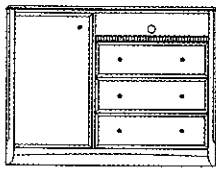
Nepal Teak on Oak #37907



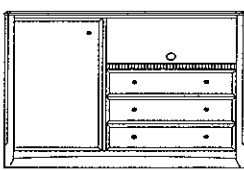
*Brighton*

HOSPITALITY

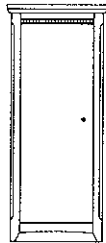
# Brighton



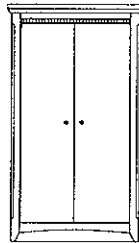
**Fridge Chest (ET Shelf)**  
2114001 (LT Door)  
2114002 (RT Door)  
D24.25xW58xH44



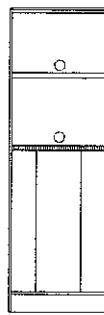
**Fridge Chest (Micro Shelf)**  
2114003 (LT Door)  
2114004 (RT Door)  
D24.25xW58xH44



**Wardrobe**  
2138001  
D24xW28xH72



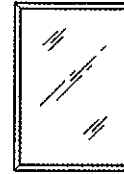
**Wardrobe**  
2138002  
D24xW38xH72



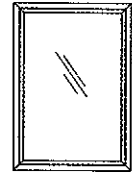
**Hospitality Center**  
2166001  
D23xW24xH72



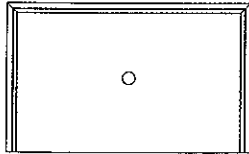
**Fridge Stand**  
2165001  
D22.25xW24xH54



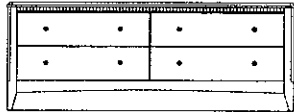
**Mirror**  
4591001  
W28xH40  
4591002  
W20xH60



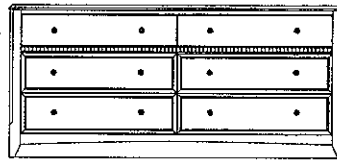
**Ex Mirror**  
2192001  
W28xH40  
2192002  
W20xH60



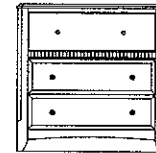
**TV Back Panel**  
2123001 (for Fridge Chest)  
D1.75xW56xH36  
2123002 (for 40" TV Chest)  
D1.75xW38xH36



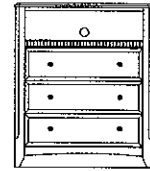
**Lowboy**  
2112001  
D20xW66xH25



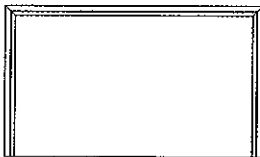
**Dresser**  
2113001  
D20xW66xH30



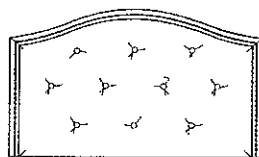
**Chest**  
2116001  
D20xW32xH30



**Chest (ET Shelf)**  
2116002  
D20xW32xH38  
2116003  
D20xW36xH38  
2116004  
D20xW40xH38



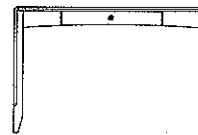
**Double HB**  
2181001  
2181002 (curved top)  
W55.5xH36  
**Queen HB**  
2182001  
2182002 (curved top)  
W61.5xH36  
**King HB**  
2183001  
2183002 (curved top)  
W80xH36  
**Cal. King HB**  
2184001  
2184002 (curved top)  
W74xH36



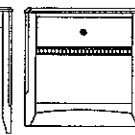
**Ex Double HB**  
**Uph panel (COM)**  
2185001  
W55.5xH36  
**Ex Queen HB**  
**Uph panel (COM)**  
2186001  
W61.5xH36  
**Ex King HB**  
**Uph panel (COM)**  
2187001  
W79.5xH36  
**Ex Cal. King HB**  
**Uph panel (COM)**  
2188001  
W73.5xH36



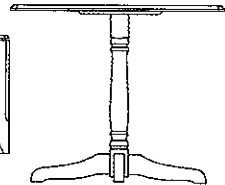
**Desk (no drawer)**  
2150001  
D24xW48xH31  
2150002  
D26xW48xH31  
2150003  
D28xW48xH31  
2150004  
D30xW48xH31  
2150005 (ADA)  
D24xW48xH31  
2150006 (ADA)  
D26xW48xH31  
2150007 (ADA)  
D28xW48xH31  
2150008 (ADA)  
D30xW48xH31



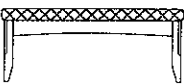
**Desk (1 drawer)**  
2151001  
D24xW48xH31  
2151002  
D26xW48xH31  
2151003  
D28xW48xH31  
2151004  
D30xW48xH31  
2151005  
D28xW54xH31  
2151006  
D30xW54xH31



**Night Table**  
2141001  
D18xW24xH24  
2141002  
D18xW20xH24  
2141003  
D18xW30xH24  
2141004  
D18xW24xH28  
2141005  
D18xW20xH28  
2141006  
D18xW30xH28



**Activity Table**  
2171001  
32 dia x H30  
2171002  
34 dia x H30  
2171003  
36 dia x H30  
2171004  
42 dia x H30  
2171005  
48 dia x H30



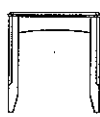
**Luggage Bench**  
**Uph top (COM)**  
2163001  
D18xW30xH18  
2163002  
D18xW36xH18  
2163003  
D18xW42xH18  
2163004  
D22xW36xH18  
2163005  
D22xW42xH18



**Luggage Bench**  
**Laminate top**  
2164001  
D22xW36xH24



**Accent Table**  
2172001  
21 dia x H21  
2172002  
18 dia x H21



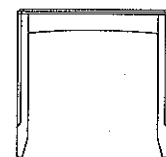
**End Table**  
2175001  
D23.5xW21xH24  
2175002  
D27xW22xH24



**Coffee Table**  
2174001  
D20xW42xH20  
2174002  
D18xW36xH20



**Dining Table**  
2176001  
D36xW52xH31



**Parsons Table**  
2173001  
D32xW32xH31  
2173002  
D36xW36xH31

\* 5 Year limited warranty on all product, lifetime warranty on drawer boxes

\* Product specification and dimensions as stated are approximate and subject to change. All items can be manufactured to meet chain specifications. Please contact Manufacturer's Representative for pricing.

\* Colours shown may vary from the actual stain colours because of the differences in photographic and printing processes. Please contact sales representative for finish samples.

**bühler**  
HOSPITALITY

**Buhler Furniture**  
700 King Edward Street  
Winnipeg, Manitoba R3H 1B4  
Phone 1.800.745.7370 Fax 1.866.783.7512  
Email [info@buhlerfurniture.com](mailto:info@buhlerfurniture.com) Web [www.buhlerhospitality.com](http://www.buhlerhospitality.com)

*Not Applicable*

State of West Virginia

**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

**4. Application is made for 5% resident vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



Not Applicable

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING 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 owed 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 exceeds 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.

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Buhler Hospitality

Authorized Signature: [Signature] Date: 6/29/10

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_