

DATE PRINTED

RFQ COPY

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

### Request for

DNR210133

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

J M Steorts and Associates, LLC 206 Chase Drive Hurricane, WV 25526

TERMS OF SALE

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

F.O.B. FREIGHT TERMS

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### 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. 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.
- 13. 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 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.
- 14. 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.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### **INSTRUCTIONS TO BIDDERS**

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. 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
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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RFQ COPY

TYPE NAME/ADDRESS HERE

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

### Request for DNR21013

DNR210133

ADDRESS CORRESPONDENCE TO ATTENTION OF FRANK WHITTAKER

304-558-2316

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

25882

304-294-6000

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

### Request for Quotation

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B FREIGHTTERMS

DNR210133

ADDRESS:CORRESPONDENCE TO ATTENTION: OF:

FRANK WHITTAKER 304-558-2316

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

25882 304-294-6000

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VER 26-1556382 ADDRESS CHANGES TO BE NOTED OF WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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RFQ COPY

TYPE NAME/ADDRESS HERE

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

### Request for Quotation

DNR210133

Address:Correspondence:To:Attien:Honiois FRANK WHITTAKER 304-558-2316

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

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304-294-6000

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# Twin Falls Resort State Park Guest Room Appliances, Televisions, and Accessories Open End Contract

The West Virginia Division of Natural Resources is requesting bids for the purchase, assembly, and set up of guest room appliances, televisions, and accessories 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 price of the goods. Delivery must be made within thirty (30) days of purchase order award.

### **General Specifications:**

Guest room appliances, televisions, and accessories must be manufactured for commercial contract hospitality use. All items must be new.

### 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 guest room appliances, televisions, and accessories 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. Vendor must notify the park not less than seventy-two (72) hours in advance as to the exact date and time of delivery.

### **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 owner 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 stored according to Manufacturer's recommendations and in an order that will facilitate

# Twin Falls Resort State Park Guest Room Appliances, Televisions, and Accessories Open End Contract

inspection and measurement of quantity. All items must be stored using means and methods that will prevent damage, deterioration, theft, or other loss. All items must be stored within a range of temperature and humidity as required by the Manufacturer's instructions.

### Assembly and Set-Up:

The successful Vendor must assemble when necessary and set up guest room appliances, televisions, and accessories purchased under this Purchase Order on-site according to manufacturer's guidelines. Vendor must assemble and set-up all guest room appliances, televisions, and accessories in appropriate locations within the Lodge as directed by the Owner. Vendor must clean-up work area and dispose of boxes, packaging materials and installation debris.

The Owner will conduct a pre-assembly and set-up details walk-through prior to the actual assembly and set-up. The Vendor must coordinate this meeting with the Superintendant of Twin Falls Resort State Park.

### Damaged Items:

All items must be inspected by the Owner 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 Owner

### **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 guest room appliances, televisions, and accessories delivered and accepted and upon completion of project closeout requirements.

# Twin Falls Resort State Park Guest Room Appliances, Televisions, and Accessories Open End Contract

### Other Government Bodies:

Unless otherwise stated in the response, the vendor agrees to extend the same prices, terms and conditions to other government bodies. If the vendor does not wish to extend the same prices, terms and conditions to other government entities, it must be clearly stated in the response to such refusal. Such refusal shall not prejudice the award of this contract in any way.

### Warranty:

All guest room appliances, televisions, and accessories must be guaranteed to be free of defects in workmanship and material for a minimum of one (1) year from date of acceptance. However, if manufacturer warranty periods are longer than the required minimum one year warranty, those warranties shall apply.

### Microwave Oven

5258881 BLACK

Sanyo 800W, 0.7 Cubic Feet Compact Microwave, or equal. Microwave must meet the following specifications:

- 800W minimum;
- 0.7 cu. Ft. minimum;
- Must include a minimum of eight (8) direct access keys;
- Must include a minimum of ten (10) power levels (defrost by eight (8) and time frost keys included);
- Must have a digital display;
- Must have child safety lock;
- Must have a minimum 9 ½ inch diameter glass and a turn table with minimum dimensions of 17"W X 10 ½" H X 12 ½ "D;
- Must be Underwriters Laboratories<sup>®</sup> listed. Underwriters Laboratories<sup>®</sup> is defined as a standard safety requirement; and
- Color must be black to match the décor of the park.

# Twin Falls Resort State Park Guest Room Appliances, Televisions, and Accessories Open End Contract

### Refrigerator/Freezer

Sanyo 3.6 cubic feet refrigerator/freezer, Model Number SR-3620K, or equal. Refrigerator/freezer must meet the following specifications:

- Must be Energy Star Compliant;
- $\bullet$  Smooth back dimensions must be a minimum of 18 5/8" W x 33 ½" H x 19 7/8 "D;
- Must have the reversible round door design;
- Must have a minimum of three (3) adjustable wire shelves;
- Must have ice compartment with ice tray;
- Must have full range temperature control;
- Must have triple deck door storage;
- Must have full width freezer;
- Must have a minimum of two (2) leveling legs;
- Must have a minimum of 115V AC;
- Must be Underwriters Laboratories® listed. Underwriters Laboratories® is defined as a standard safety requirement; and
- Color must be black to match the décor of the park.

### **LCD HD Television**

Samsung 32" LCD HD TV, or equal. Television must meet the following specifications:

- Must be Energy Star Compliant;
- Must be commercial grade;
- Screen size must be a minimum of 32";
- Must have PPV capabilities;
- Must have USB 2.0 and HDMI-CEM interfaces;
- Must have AV (audio/video) ports;
- Must have the ability to be clone programmed;
- Must have a minimum resolution of 1080p high definition resolution, and SRS surround sound;
- Must be able to accommodate 60hz video;
- Must be Underwriters Laboratories® listed. Underwriters Laboratories® is defined as a standard safety requirement;
- Color must be black to match the décor of the park; and
- Must include universal remote control.

# Twin Falls Resort State Park Guest Room Appliances, Televisions, and Accessories Open End Contract

### **Television Wall Mounts**

Pivot wall mount, Peerless Model # SP740P, or equal. Universal tilt wall mount, Peerless Model # ST640, or equal.

• Mount must accommodate LCD HD television specified in the vendor's bid response.

# DNR210133 - Twin Falls Resort State Park Purchase, Assembly, and Set Up of Guest Room Appliances, Televisions, and Accessories Open End Contract MANUFACTURER'S LIST

ltem	Description	Manufacturer	Item No.
1	Sanyo 800W, 0.7 cubic feet compact microwave, or equal.	SANYO	D9 NEM5258
2	Sanyo 3.6 cubic feet refrigerator/freezer, Model #SR-3620K, or equal.	SANTO	D9NSR3620K
3	Samsung 32" LCD HD TV, or equal.	SONY	COMMERCIAL L88KDL32591
4	Pivot wall mount, Peerless Model #SP740P, or equal.	PEERLESS	SP740P
5	Universal tilt wall mount, Peerless Mode #ST640,or equal.	PEERLESS	ST640

SEE ATTACHED CUT/SPEC SHEETS

### Twin Falls Resort State Park

### Guest Room Appliances, Televisions, and Accessories Purchase, Assembly and Set-Up

### Open End Contract PRICING SHEET

Item No.	Estimated	Description	Unit Price	Amount
	Quantity		***************************************	
1	27	Sanyo 800W, 0.7 cubic feet compact microwave, or equal.	87,°°	2349,00
2	27	Sanyo 3.6 cubic feet refrigerator/freezer, Model #SR- 3620K, or equal.	214.00	5118;°
3	27	Samsung 32" LCD HD TV, or equal.	936,00	25,272,00
4	3	Peerless Model #SP740P,Pivot wall mount, or equal.		4800
5	27	Peerless Model #ST640, Universal tilt wall mount, ,or equal.	13000	3510,00
		TOTALS		37,389.00

The quantities listed above are for bid evaluation purposes only. Actual quantities may differ.

INCLUDES ALL LABOR, MATERIAL, FASTENERS,
AND DISPOSAL OF DEBRIS TO INSTALL APPLIANCES,

INCLUDES TESTING AND PROGRAMING OF TELEVISIONS.





MLiving Green

NEW! Sony® Bravia® Pro Commercial Non PPV LCD HD Televisions

A Designed for hospitality applications, these displays A feature outstanding performance combined with functional controls and full HD 1080p (1920 x 1080) resolution. Hospitality settings include power-on logo splash screen, start channel, start volume, volume limiter, menu lockout, and more! Bravia Engine2™ technology boasts 24p True Cinema™ for authentic 24 frames per second viewing and 30,000:1 dynamic contrast ratio. Energy Star⁰ 3.0-compliant; RoHS-compliant housing. Plus,

Pro:Idiom Compatible #

laviater/sign

Sony's exclusive LightSensor technology adjusts power to the screen in response to room lighting, for power savings. Three HDMI inputs for high-definition audio and video connectivity. Also has USB and PC inputs. Built-in ATSC/ NTSC/QAM clear tuners receive digital and HD signals. VESA\* compatibility for wall-mounting. Swivel stand and remote with batteries are included. Piano black finish. UL-listed. 2-year parts and labor limited warranty.

MPEG 4 Technology X

	Screen	With Stand	Ship.	Our	Low Prices, E	Each
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1 L88KDL40S91	40"	38%" x 27" x 10%"	40.8 lbs.	1.039.99	1.019.99	999.99
L88KDL46S91	46"	44¼" x 30%" x 13¾"	56.2 lbs.	1,409,99	1.379.99	1.349.99
L88KDL52S91	52"	49%" x 34%" x 14%"	76 lbs.	2.099.99	2.049.99	1.999.99

### Sony Commercial 42", 47", and 52" Digital Signage

B Make your lobby or conference rooms stand out with these outstanding commercial displays. Full HD 1080p (1920 x 1080) resolution is perfect for displaying motion or still advertisements. The 178° viewing angle will make ads visible to nearly every guest in your lobby. Displayed horizontally (landscape) or vertically (portrait).

Built-in LAN connection for status control and network availability. Remote control and two AA batteries included. Speakers and stand also sold separately below. For digital signage applications, an adapter, player, and software are required (sold separately below). UL/CUL-listed. 3-year parts, labor, and panel warranty.

Pro:Idiom Compatible 🗸

MPEG 4 Technology 🗴

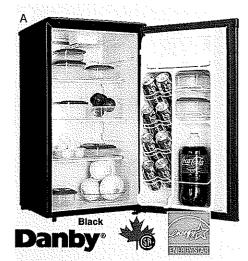
	Screen		Without Stand	Ship.	Our	Low Prices,	Each
Cat. No.	Size	Finish	WxHxD	Wť.	1	3	6
L88FWDS42H1	42"	Black	38%" x 22%" x 5"	66 lbs.	\$1,849.99	\$1,799.99	\$1,749.99
L88FWDS47H1	47"	Black	42%" x 24%" x 5%"	77 lbs.	2,399.99	2,349.99	2,299.99
1 88GYDI 52H1	52"	Silver	50%" v 30%" v 6"	114 lbs	A 400 00	4 449 99	4 300 00

### External Tuner, Speakers, and Digital Signage Accessories

Cat. No. L88EBSSP35 L88SSSPG02 L88BKMFW21 L88BKMFW50 L88VSPAD7	Description  External HD tuner with Pro:Idiom for Hotel VOD Speakers for [B], black w/silver frame RS232 Control Signage Adapter for [B] Digital Signage Adapter for [B] Digital Signage Player for [B] Digital Signage Player for [B]	Wt. 1 lb. 5.1 lbs. 1 lb. 1.2 lbs. 12 lbs.	Prices, Each \$ 529.99 224.99 149.99 699.99 1,899.99
L88VSPAD7	Digital Signage Software for L88VSPNS7 for [B]	1 lb.	1,049.99

All Prices this Page F.O.B. CA or PA

TELEVISIONS ARE SPECIAL ORDER ITEMS AND CANNOT BE RETURNED.



### Maring Green...

### Danby® 3.3 Cu. Ft. **Designer Series** Compact Refrigerator

A All-refrigerator model features automatic cycle defrost, flexible shelving with 2 full shelves and 1 half shelf, and interior light. Door has Gen II CanStor, 1 full-width and 2 half-width shelves, tall bottle storage, reversible hinge, integrated handle. Scratch-resistant worktop and smooth back design. Black. 17.7" W x 32.7" H x 20.1" D. Energy Star-compliant; CSA-approved. 18-month parts/labor wnty. Wt. 61.6 lbs. Excluded from GSA. Cat. No. QNGDAR340BL

Each...\$224.99 6...\$209.99 each

3...\$214.99 each 12...\$204.99 each

Prices F.O.B. Ohio



### Sanyo® 3.6 Cu. Ft. Refrigerator/Freezers

Feature reversible round door design, 3 adjustable B wire shelves, ice compartment with ice tray, full-range temperature dial control, and triple-deck door storage. Full-width freezer. Two leveling legs. Smooth back. 18%" W x 33%" H x 19%" D. 115V AC. UL-listed. 1-year warranty, 5-year warranty on compressor. Ship. wt. 58 lbs.

MANUAL DEFROST

Black, Cat. No. D9NSR3620K\*

White Cat No. D9NSR3620K\* White, Cat. No. D9NSR3620W

Each...\$219.99

3...\$209.99 each

6...\$204.99 each 12...\$199.99 each

NEW! TIMED AUTO DEFROST. With silent electronic timer, 2 shelves and crisper.

Black, Cat. No. D9NSR369K

White, Cat. No. D9NSR369W Each...\$259.99

3...\$249.99 each

6...\$244.99 each

12...\$239.99 each

Prices F.O.B. Our Closest Stocking Dist. Ctr.



choice of color

### NEW! Magic Chef® 3.6 Cu. Ft. Refrigerator/Freezer

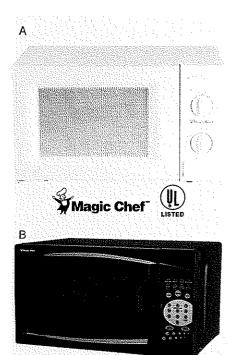
Features full-width freezer and stainless steel-look door with black cabinet (NOTE: This is not a stainless steel door). Full-range temperature control. Extra storage in door with can dispenser. Adjustable feet. 18½" W x 32½" H x 19½" D. 120V, 60 Hz. CSA-approved. 1-year parts and labor warranty; 5-year compressor warranty. Ship. wt. 66 lbs. Excluded from GSA. Cat. No. MA6MCBR360S

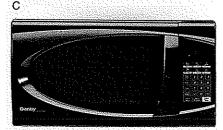
**Our Low Prices** 

Each...\$229.99 6...\$209.99 each

3...\$219.99 each 12...\$204.99 each

FREE Freight on Orders of 12 or More Refrigerators or Microwaves Combined Shipped from Magic Chef; For Orders Fewer than 12, Prices F.O.B. Manufacturer's Closest **Distribution Center** 





Magic Chef





### Magic Chef® 700W, 0.7 Cu. Ft. Microwave

A Control with rotary switch. Has 5 power levels, defrost by time, and exclusive Concave Reflex System (CRS). Has 35-minute timer, automatic glass turntable. White. 18%" W x 11" H x 14%" D. Ul-listed. 120V/60 Hz. 1-year parts/labor warranty, 8-year magnetron warranty. Ship. wt. 31 lbs. *Excluded from GSA*. Cat. No. **MA6MCD770RW** 

#### **Our Low Prices**

Each...\$99.99

3...\$94.99 each 12...\$84.99 each

6...\$89.99 each

FREE Freight on Orders of 12 or More Microwaves or Refrigerators Combined Shipped from Magic Chef. For Orders Fewer than 12, Prices F.O.B. Manufacturer's Closest Distribution Center.

### Magic Chef 700W, 0.7 Cu. Ft. Microwave

B Features a digital control panel, 10 power levels, 8 auto-cook menus, and defrost by time and weight. Convenient programmable cooking using 2 power levels. Has kitchen timer, glass turntable and child safety lock. Black. 17.3" W x 10.2" H x 13.9" D. 120V, UL-listed. 1-year parts/labor warranty, 8-year warranty on the magnetron. Ship. wt. 24.3 lbs. Excluded from GSA. Cat. No. MA6MCM770B

#### **Our Low Prices**

Each...\$109.99

3...\$104.99 each 12...\$ 94.99 each

6...\$ 99.99 each FREE Freight on Orders of 12 or More Microwaves or Refrigerators Combined Shipped from Magic Chef. For Orders Fewer than 12, Prices F.O.B. Manufacturer's Closest Distribution Center.

### Danby® 700W, 0.7 Cu. Ft. Microwave

C Features 700 watts of power with electronic controls, 10 power levels, auto defrost by time or weight, one-touch cooking for 6 popular uses, easy-to-read LED timer and clock. Has oval door design, automatic oven light, automatic turntable, childproof lock. Black. 17'%" W x 10%" H x 13%" D. 120V. UL/CUL-listed. 18-month parts/labor carry-in warranty. Ship. wt. 27 lbs. Excluded from GSA. Cat. No. QNGDMW799BL

#### **Our Low Prices**

Each...\$84.99

3...\$79.99 each

6...\$74.99 each

12...\$69.99 each

Prices F.O.B. Ohio

### Sanyo® 800W, 0.7 Cu. Ft. **Compact Microwaves**

D Advanced microwaves have 8 direct access keys for one-touch cooking and memory function for custom time and power settings. Include 10 power levels, weight and time defrost keys, kitchen timer, multi-stage cooking function, digital display, and child safety lock. Also have a 9%"-dia. glass turntable. 17" W x 10%" H x 12%" D. UL-listed. 1-yr. limited parts/labor warranty. Ship. wt. 37 lbs. Advanced microwaves have 8 direct access keys for

₩Black. Cat. No. D9NEMS2588B¥ White. Cat. No. D9NEMS2588W

### **Our Low Prices**

Each...\$91.99 6...\$81.99 each

3...\$86.99 each 12...\$76.99 each

Prices F.O.B. California

### 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 preced-
	ing 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.
require agains or ded	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty t such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency sucted from any unpaid balance on the contract or purchase order.
authori the req deems	emission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and izes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid juired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information and by the Tax Commissioner to be confidential.
	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true courate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate les during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder	
Date:	3-3-10 TITLE: OWNER
*Check	any combination of preference consideration(s) indicated above, which you are entitled to receive.

### RFQ No. DNR ALO 133

### 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 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.

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.

# Vendor's Name: J.M. STEORTS & ASSOCIATES Authorized Signature: Date: 3-2-/0 State of West Virgin ia County of Putham to-wit: Taken, subscribed, and sworn to before me this 2 day of March 2010. My Commission expires July 24 , 2018. AFFIX SEAL HERE NOTORY PUBLIC Polar Affirms

