



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

Request for Quotation

RFQ NUMBER
DNR210247

PAGE
1

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

AGENCY

**Hospitality Design Consultants, Inc
 2900 West Cypress Creek Rd.
 Suite 10
 Fort Lauderdale, Florida 33309**

SHIP TO

**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		
<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>						

RECEIVED
 2010 JUN 30 AM 10:29
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	954-968-1211	6/28/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	# 59-290-5656	

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

**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 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.

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S H P T C

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<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>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.</p> <p>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.)</p> <p>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.</p> <p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT</p>						

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President	#59-290-5656	

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WITHOUT FURTHER ORDER.						
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.						
REV. 05/26/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				44		
RFQ. NO.:				DNR210247		
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→ THIS
PORTION
NOT
INCLUDED

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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	BARBUDA CHAISE LOUNGE WESTMINSTER TEAK Pool Chaise	\$653.31	\$2,613.34
2	51	SUSSEX TEAK ARM CHAIR WESTMISNTER TEAK dining arm chair for pool	\$271.32	\$1,3837.32
3	4	VENEZIA TEAK DINING TABLE WESTMINTER TEAK dining table for pool	\$1,291.15	\$5,164.50
4	39	LAGUNA TEAK SIDE TABLE 22"DIA 22"h. WESTMINSTER TEAK side table for pool	\$305.83	\$11,927.37
5	27	SIERRA VISTA COLLECTION THOMASVILLE CONTRACT Micro-fridge cabinet	\$213.01	\$8,307.39
6	37	SIERRA VISTA COLLECTION THOMASVILLE CONTRACT Full panel headboard	\$96.39	\$3,566.43
7	23	SIERRA VISTA COLLECTION THOMASVILLE CONTRACT Queen panel headboard	\$108.29	\$2490.67
8	17	SIERRA VISTA COLLECTION THOMASVILLE CONTRACT King panel headboard	\$134.47	\$2,285.99
9	64	SIERRA VISTA COLLECTION THOMASVILLE CONTRACT Night stand	\$165.41	\$10,586.24
10	47	SIERRA VISTA COLLECTION THOMASVILLE CONTRACT 3DWRS Four drawer chest 39 3/4x 29"H	\$283.22	\$13,311.39
11	47	SIERRA VISTA COLLECTION THOMASVILLE CONTRACT Mirror	\$101.15	\$4,754.05
12	27	SIERRA VISTA COLLECTION THOMASVILLE CONTRACT Desk	\$215.39	\$5,815.53
13	47	SIERRA VISTA COLLECTION THOMASVILLE CONTRACT Activity table	\$138.04	\$6,487.88
14	20	SIERRA VISTA COLLECTION THOMASVILLE CONTRACT Table top	\$69.02	\$1,380.40

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

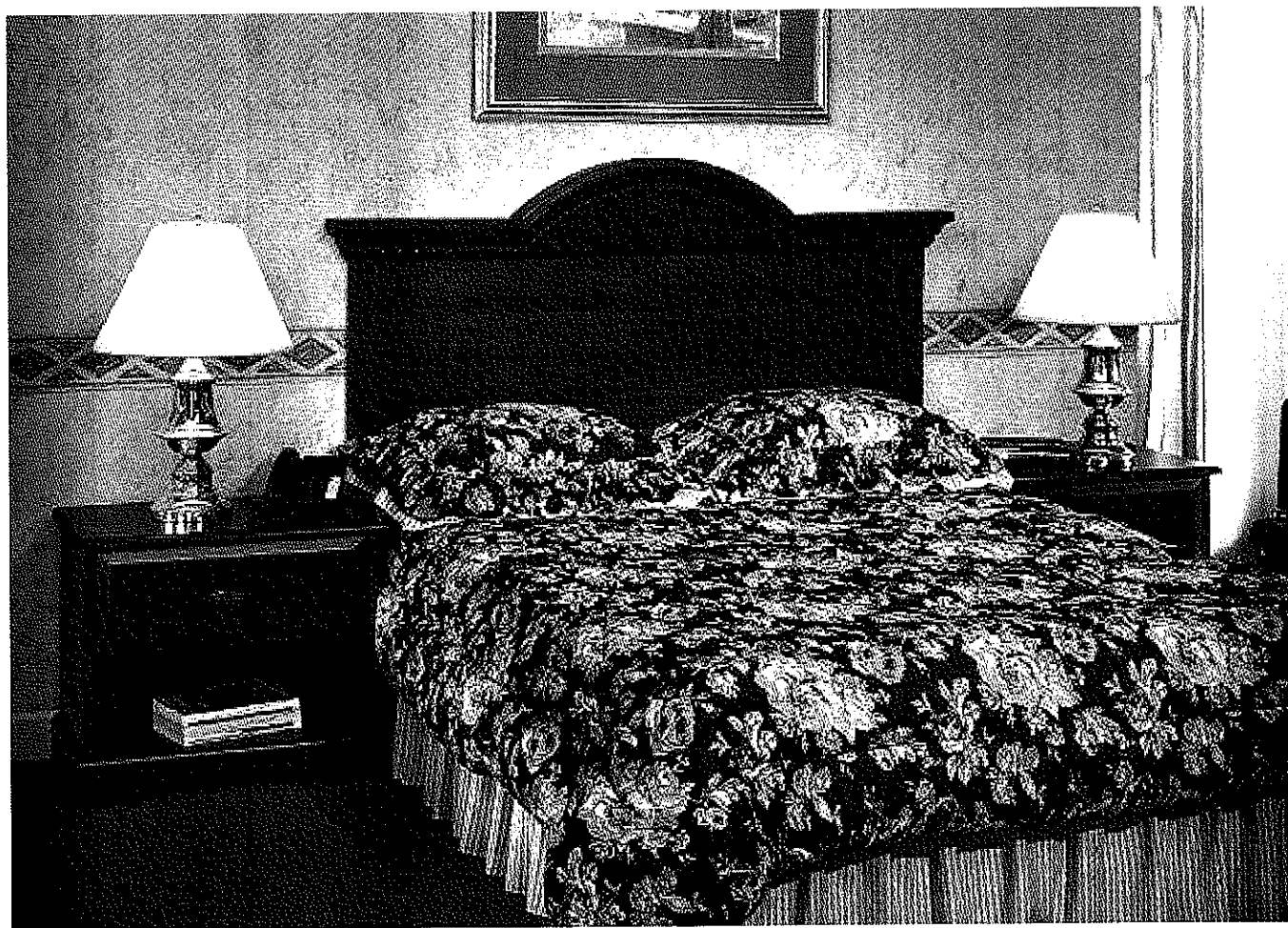
		THOMASVILLE CONTRACT	\$46.41	\$696.15
15	20	Round table base		
		EATON SEATING	\$110.67	\$10,402.98
16	94	STYLE 1019 GRADE 5 Guest arm chair		
		SIERRA VISTA COLLECTION	\$322.49	\$644.98
17	2	THOMASVILLE CONTRACT Media chest		
		EATON SEATING	\$790.16	\$12,642.56
18	16	YORK9044QSL GRADE 5 Queen sleep sofa three cushions		
		EATON SEATING	\$240.38	\$5,047.98
19	21	CHARLES 5570 GRADE 5 Lounge chair		
		MEDALLION	\$38.15	\$3,662.40
20	96	705 DWH BRUSHED STEEL 30"H Table lamp		
		MEDALLION	\$47.13	\$3,487.62
21	74	I705DWH BRUSHED STEEL 58"HT Floor lamp		
		LEGGET AND PLATT	\$68.13	\$136.26
22	2	INSTAMATIC 7 1/4" FROM FLOOR ADA Accessible King Bed Frame		
		LEGGET AND PLATT	\$65.57	\$65.57
23	1	INSTAMATIC 7 1/4" FROM FLOOR ADA Accessible Queen Bed Frame		
		LEGGET AND PLATT RESTMORE	\$38.20	\$1,298.80
24	34	Double Bed Frames		
		LEGGET AND PLATT RESTMORE	\$49.21	\$738.15
25	15	King Bed Frames		
		LEGGET AND PLATT RESTMORE	\$38.20	\$840.40
26	22	Queen Bed Frames		
		Pillows	\$6.07	\$1,214.00
27	200			
TOTAL FURNISHINGS				\$133,406.35

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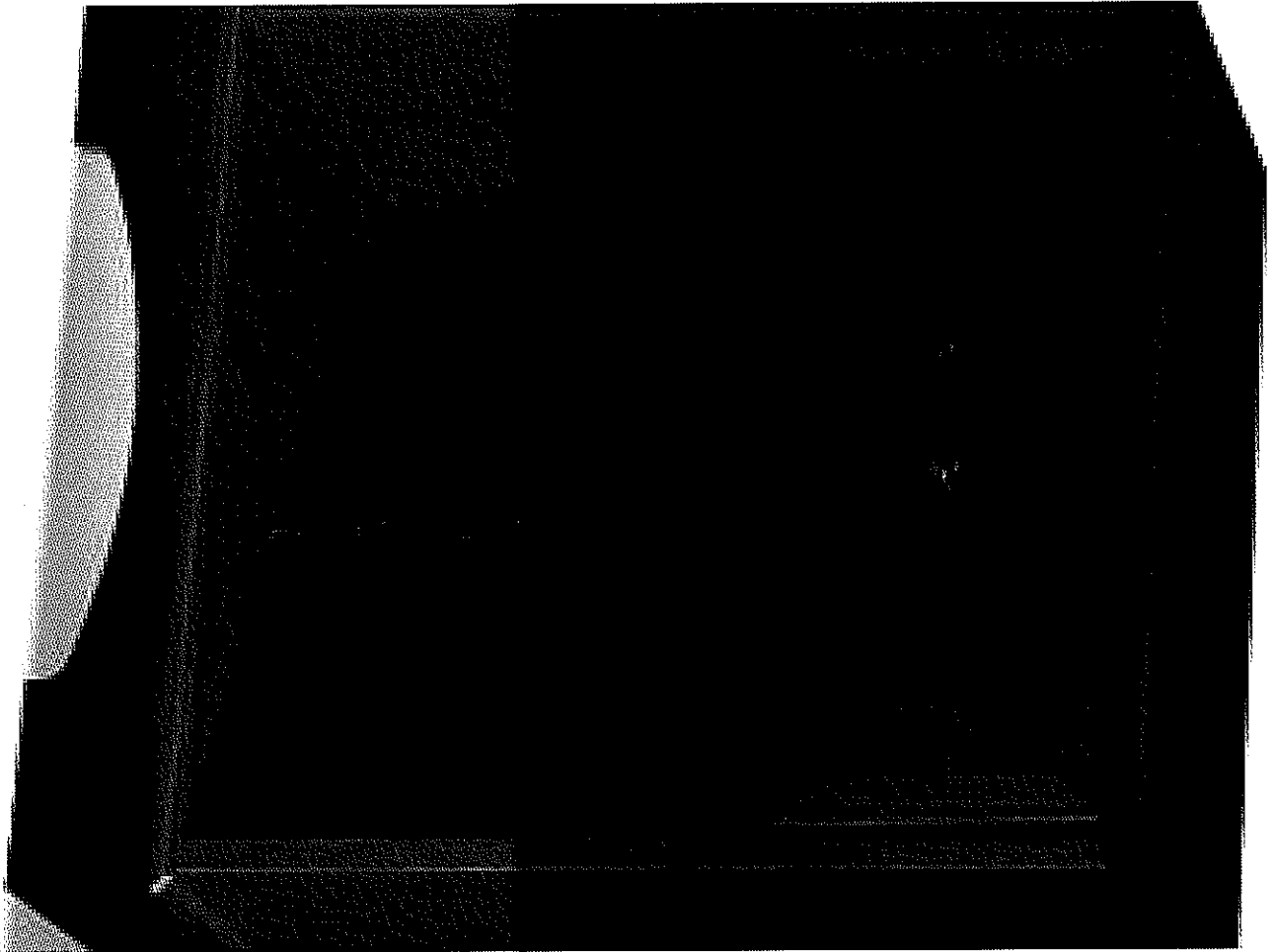
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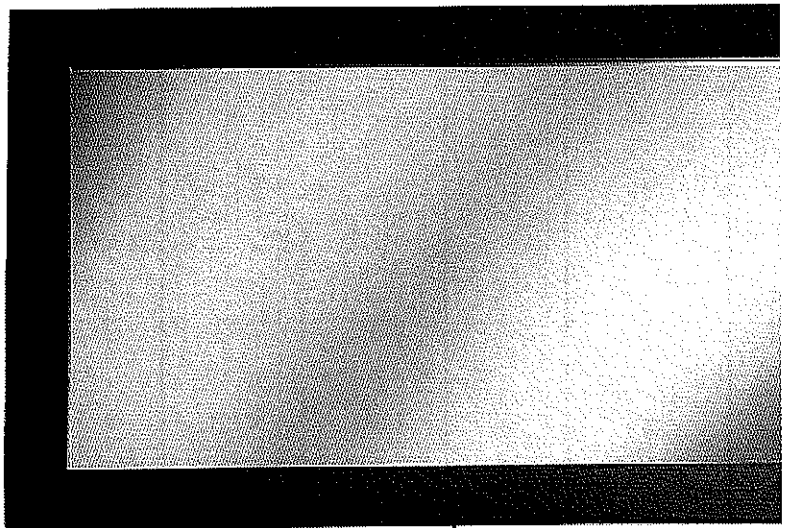
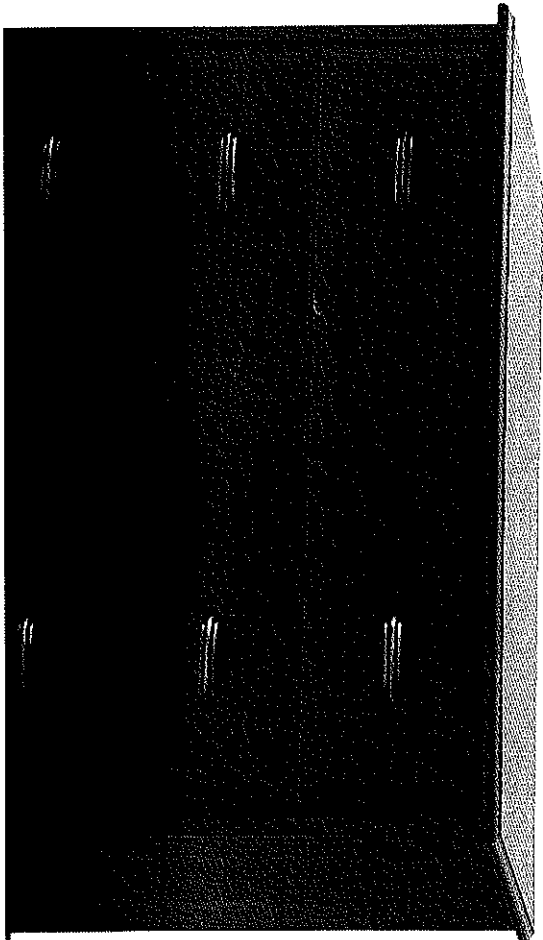
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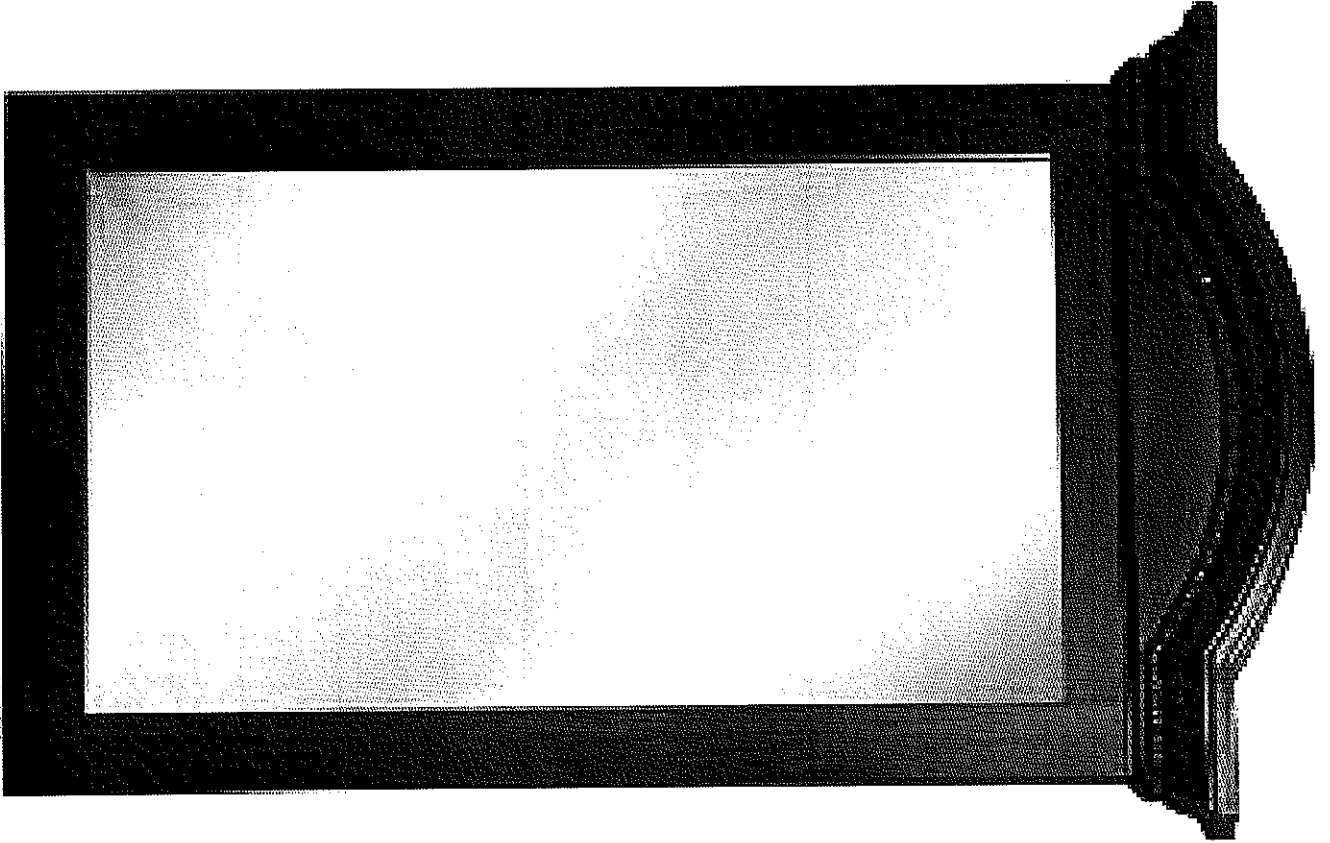


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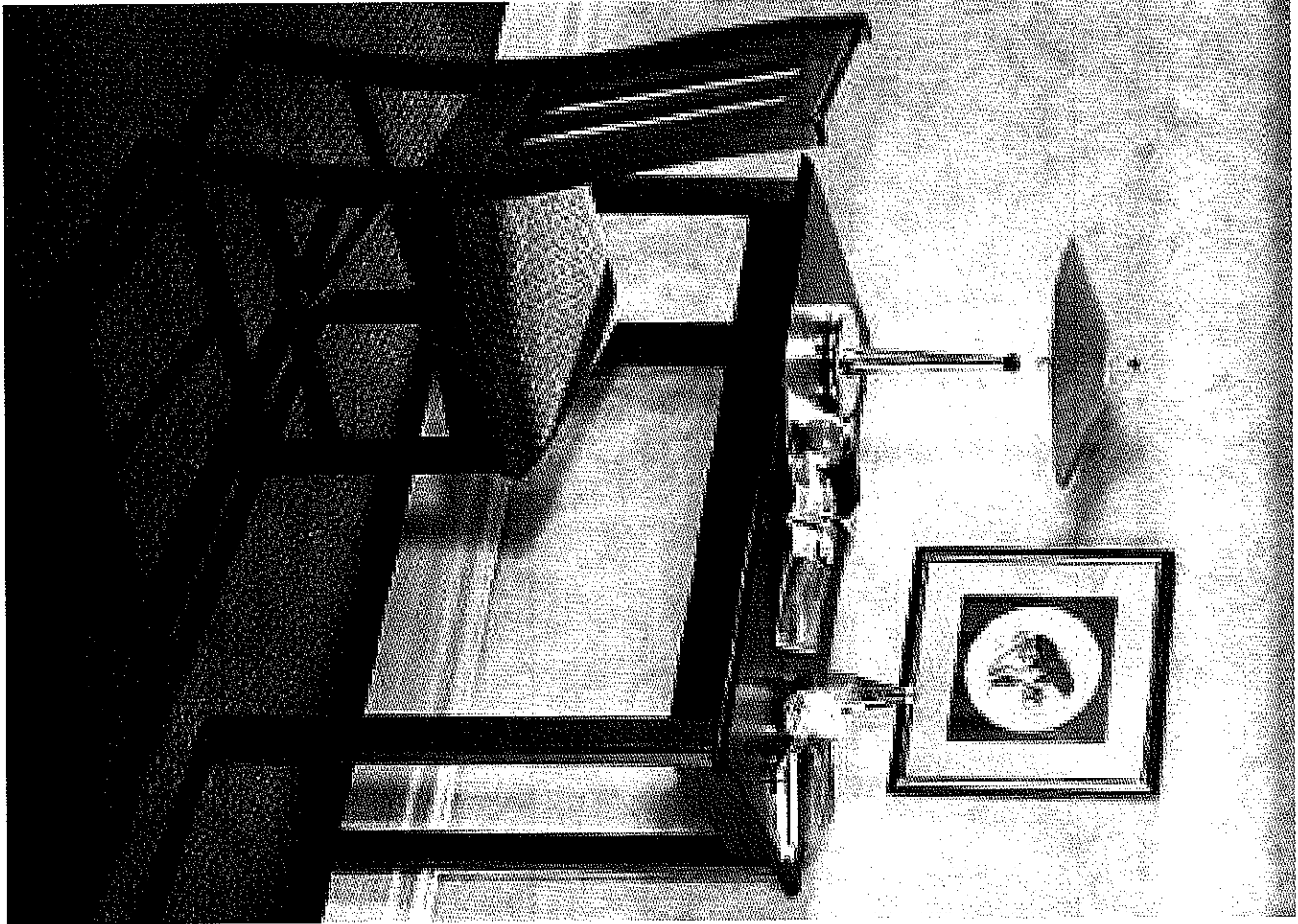


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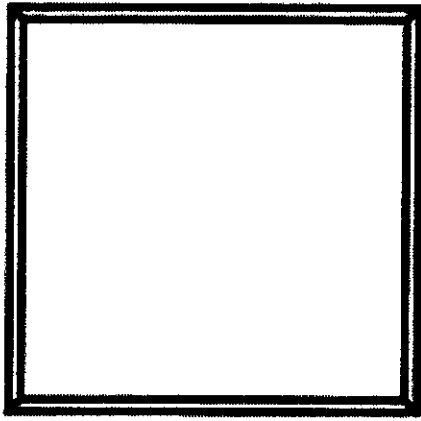
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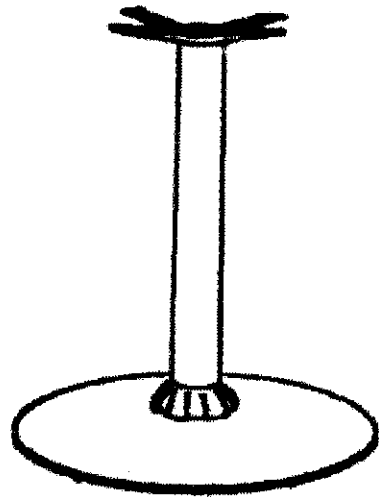
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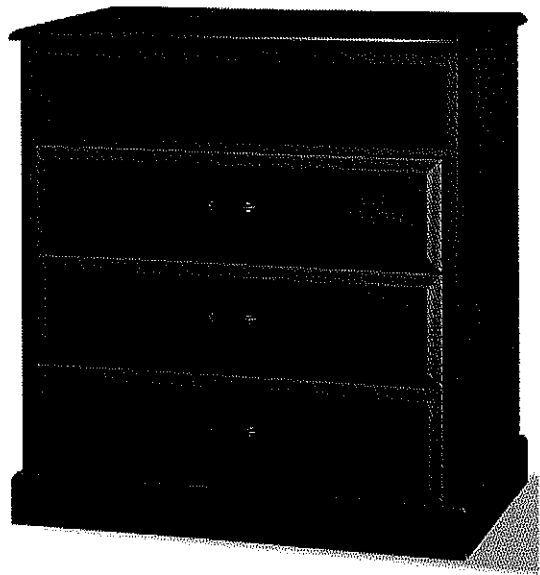


**Cast Iron
Round Base**

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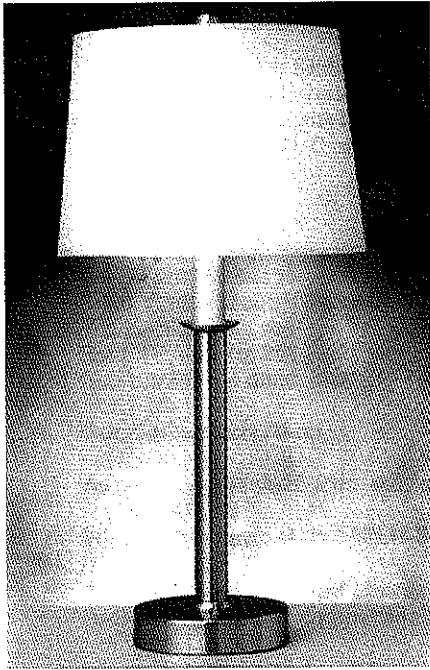
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