

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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
DNR80033

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 32
304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
 PROCUREMENT OFFICE
 CAPITOL COMPLEX
 BUILDING 3, ROOM 630
 CHARLESTON, WV
 25305 304-558-3397

DATE PRINTED 08/17/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **09/13/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
 Purchasing Division
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 Charleston, WV 25305-0130

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DATE PRINTED 08/17/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **09/13/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BIDDER: ----- DATE: ----- SIGNED: ----- TITLE: ----- * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) 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						

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SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED 08/17/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **09/13/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				RON PRICE-----		
RFQ. NO.:				DNR80033-----		
BID OPENING DATE:				SEPTEMBER 13, 2006-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DNR80033 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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SPECIFICATIONS / BID FORM

**BID FORM - DNR80033 - Linen Rentals for Twin Falls State Park Bid Opening September 13, 2006,
1:30 PM**

Item No:	Quantity	Description	Unit/Each Price	Amount
		<u>LINEN RENTAL ITEMS</u>		
		For use in Lodge and Cottage rental units. Color: WHITE		
1	2400	Sheets, Double, Flat. 81" x 108/110"	\$	\$
2	2400	Pillowcases, Standard Cut size 42" x 36"	\$	\$
3	2400	Towel, Bath (aka King Towel) 24" x 48" Wt. 8 lb./doz.	\$	\$
4	2400	Towel, Hand (aka Massage) 16" x 27" Wt. 3 lb./doz.	\$	\$
5	2400	Wash Cloth 12" x 12" Wt. 1 lb./doz.	\$	\$
6	600	Bath Mat 18" x 24" (minimum size) Wt. 5 lb./doz.	\$	\$
7	100	Queen sheets	\$	\$
8	200	Dish Cloth/Soda Towel Wt. 1 lb./doz.	\$	\$
		For use in Pro Shop. Color: BONE		
9	150	Towel, Bath 20" x 24" Wt. 6.5 lb./doz.	\$	\$
		<u>MISCELLANEOUS RENTAL ITEMS</u>		
10	50	Tablecloths 52" x 120" (50% polyester/50% cotton) Color: White	\$	\$
		Other Items:		
		Walk-off Mats, Rubberized back, cotton. Colors: Brown, Blue, Charcoal. Provide other colors if available.		
11	14	Size: 3' x 5'	\$	\$
12	16	Size: 4' x 6'	\$	\$
13	1	Size: 3' x 10'	\$	\$
TOTAL THIS PAGE				\$

Item No:	Est. Qty.	Description	Unit Price	Amount
		<u>REPLACEMENT COSTS OF RENTAL ITEMS</u>		
		Lost or missing items. Price to be quoted per piece.		
		For use in Lodge and Cottage rental units. Color: WHITE		
14	50	Sheets, Double, Flat, White 81" x 108/110"	\$	\$
15	50	Pillowcases, Standard, White Cut size 42" x 36"	\$	\$
16	100	Towel, Bath (aka King Towel), White 24" x 48" Wt. 8 lb./doz.	\$	\$
17	100	Towel, Hand (aka Massage), White 16" x 27" Wt. 3 lb./doz.	\$	\$
18	100	Wash Cloth, White 12" x 12" Wt. 1lb./doz.	\$	\$
19	100	Bath Mat , White 18" x 24" (minimum size) Wt. 5 lb./doz.	\$	\$
20	100	Towel, Kitchen, Absorbent, White 15" x 26" Wt. 24-27 oz./doz.	\$	\$
21	100	Dish Cloth, White Wt. 1 lb./doz.	\$	\$
22	100	Towel, Bath, Bone 20" x 24" Wt. 6.5 lb./doz.	\$	\$
23	25	Tablecloths (50% polyester/50% cotton), White 52" x 120"	\$	\$
24	25	Walk-off Mats, Rubberized back, cotton 3' x 5'	\$	\$
		Brown, Blue, Charcoal, other colors if available		
25	25	Walk-off Mats, Rubberized back, cotton 4' x 6'	\$	\$
		Brown, Blue, Charcoal, other colors if available		
26	25	Walk-off Mats, Rubberized back, cotton 3' x 10'	\$	\$
		Brown, Blue, Charcoal, other colors if available		
		<u>PURCHASE ITEMS</u>		
27	500 lb	Box Rags - Price per pound . To be used in cleaning and machine shop use -	\$	\$
		should be absorbent and in pieces no less than washcloth size - larger preferred		
TOTAL THIS PAGE				\$

Item No:	Est. Quantity	Description	Unit Price	Amount
LAUNDRY SERVICES				
To provide laundry service for park owned items. Vendor shall be responsible for replacement of items in the event of vendor loss, missing or damaged items.				
28	150	Blankets, Acrylic Blend, Full Size. Assorted Colors.	\$	\$
29	200	Mattress Pads, Poly/Cotton Blend. Double, Flat.	\$	\$
30	200	Mattress Pads, Poly/Cotton Blend. Single, Flat.	\$	\$
REPLACEMENT COSTS OF PARK OWNED LINENS				
To provide replacement costs for lost, missing or damaged park owned items as a result of laundry service. Replacement prices of mid-grade items.				
31	50	Blankets, Acrylic Blend, Full Size. Assorted Colors.	\$	\$
32	50	Mattress Pads, Poly/Cotton Blend. Double, Flat.	\$	\$
33	50	Mattress Pads, Poly/Cotton Blend. Single, Flat.	\$	\$
TOTAL THIS PAGE				\$
Quantities listed are provided as an estimate of inventory to be on hand and vendor should not assume these numbers are actual. Contract shall cover and provide actual requirements of spending units as demand increases or decreases.				
The delivery schedule will be adjusted according to the season. We will require pickup and delivery three (3) times per week during the summer months and will have to cut that back during the off seasons. The schedule of delivery shall be determined by the park superintendent or his representative in coordination with the linen service.				
Linen service delivery shall occur in the morning and should be aware of a noise problem that occurs when cages roll beside guest overnight rooms. Linen company must make every effort to provide cages with low noise, walk pads to reduce roll noise or hand carry delivery to linen area to insure park guests of reasonable noise levels by service personnel. A cage shall be provided for the second floor linen room. Vendor to provide ample linen bags for soiled linen necessary for weekly use. These bags shall have a minimum size of 30" x 40".				
In case of an error in delivered supplies or shortage of linens due to a high volume of use by spending union, the vendor will arrange for additional linens to be delivered to the spending unit within a 24-hour or less period upon notification of the vendor by the spending unit.				
Phone: _____ If no answer, then: _____				
Vendor will provide an original or certified copy of the delivery invoice for park operations. Linen credits shall be on an invoice and issued at the time of shortage.				
GRAND TOTAL				\$

BIDDER INFORMATION

Company Name: _____

Contact Name: _____

Address: _____

Phone#: _____ Fax#: _____

Email: _____

RFQ No. _____

A F F I D A V I T

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 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

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

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____