



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
DNR210123

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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
01/12/2010				

BID OPENING DATE: 02/11/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		420-68		
MATTRESSES, STANDARD  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE TWIN FALL RESORT STATE PARK WITH MATTRESSES, BOX SPRINGS, BED FRAMES, AND PILLOWS PER THE ATTACHED SPECIFICATIONS.  ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 01/26/09 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.  EXHIBIT 3  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.  UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND						

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'

**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](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.
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.

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**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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 ATTN: PARK SUPERINTENDENT  
 RT. 97, PO BOX 667  
 MULLENS, WV 25882 304-294-6000

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BID OPENING DATE: 02/11/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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 SERVICES 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<b>01/12/2010</b>				

BID OPENING DATE: **02/11/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: 44 RFQ. NO.: DNR210123 BID OPENING DATE: 02/11/2010 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 DNR210123 ***** TOTAL: _____						

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Twin Falls Resort State Park  
Mattresses, Box Springs, Bed Frames and Pillows  
Purchase, Assembly and Set-Up  
Open End Contract

The West Virginia Division of Natural Resources is requesting bids for the purchase of mattresses, box springs, bed frames and pillows, assembly and set-up 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 forty-five (45) days of purchase order award.

**General Specifications:**

Furniture 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 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. 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

DNR210123  
Twin Falls Resort State Park  
Mattresses, Box Springs, Bed Frames and Pillows  
Purchase, Assembly and Set-Up  
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.

### **Furniture Assembly and Set-Up:**

The successful Vendor must assemble all furniture purchased under this Purchase Order on-site according to manufacturer's guidelines. Vendor must assemble and set-up all furniture 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 furniture assembly and set-up. The Vendor must coordinate this meeting with the Superintendent 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. 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 ten (10) years after date of acceptance. Vendor must repair or replace at its' discretion, free of charge, any product that proves to be defective during the warranty period.

Twin Falls Resort State Park  
Mattresses, Box Springs, Bed Frames and Pillows  
Purchase, Assembly and Set-Up  
Open End Contract

## Queen and King Mattresses

Queen and king size Sealy Posturepedic Encore Plush mattresses or equal.

Queen mattress minimum dimensions must be 60" wide x 80" long.

King mattress minimum dimensions must be 76" wide x 80" long.

Both queen and king mattresses must meet the following specifications:

- Minimum 9½" bottom to top tape edge;
- Minimum 12½" bottom to crown;
- Must be constructed of a minimum of 736 coils;
- Must have Posturetech HP or equal with triple offset;
- Minimum wire gauge of 14 gauge;
- Must have a minimum of 5 coils;
- Must be twice tempered;
- Border must uncase outer perimeter support wall with thermo-bonded deflection base;
- Must have olefin foam composition;
- Must not have border wire design;
- First layer of quilting must be a minimum of 1.0 oz. of fiber;
- Second layer of quilting must be a minimum of 1½" x ½" convoluted super soft Sealy foam or equal;
- Third layer must have ½" super soft foam or equal;
- Border must be multi-needled quilted;
- Standard tick pattern and color will be selected must be coordinated with Twin Falls Resort State Park and will be selected from manufacturer's standard patterns and colors;
- Upholstery must be insulator Number 1 with a minimum of 1½" x ½" sculpture form;
- Topper one must be a minimum of 2" foam;
- Topper two must be a minimum of 1¼" x ½" convoluted foam;
- Must have a no flip design;
- Must have edge strengthened uncase construction to prevent edge sag;
- Minimum ten (10) year warranty. However, if manufacturer warranty periods are longer than the required minimum ten year warranty, those warranties must apply;
- Fabric pattern and color to be same for mattress as for box springs;
- Fabric to comply with Federal and NFPA flame retardant standards;
- All seams must be trimmed and sewn tight; and



Twin Falls Resort State Park  
Mattresses, Box Springs, Bed Frames and Pillows  
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- Identification labels must be sewn to mattress noting legal requirements prohibiting removal.

## Queen and King Box Springs

Queen and king Sealy shock absorber plus box springs or equal.

Queen mattress box springs dimensions must be sized to properly pair with queen mattress as specified in this requisition.

King mattress box spring dimensions must be sized to properly pair with king mattress as specified in this requisition.

Both queen and king box springs must meet the following specifications:

- Minimum of 9" high;
- Box spring elements must be interlocking steel torsion modules;
- Must have dual steel torsion modules at corner;
- Torsion modules must engage uniformly across entire surface.
- Minimum ten (10) year warranty. However, if manufacturer warranty periods are longer than the required minimum ten year warranty, those warranties must apply;
- Box spring must be the same fabric pattern and color as the mattress;
- Fabric must comply with Federal and NFPA flame retardant standards;
- All seams must be trimmed and sewn tight; and
- Identification labels must be sewn to mattress noting legal requirements.

## Queen and King Accessible Bed Frames

Sealy Inst-A-Matic premium queen size bed frame, Product Number 420059, Item number 761G, or equal and Sealy Inst-A-Matic premium king size bed frame, Product number 420061, Item number 777G, or equal.

Queen accessible bed frame dimensions must be able to properly accept mattress and box springs as specified in this requisition.

King accessible bed frame dimensions must be able to properly accept mattress and box springs as specified in this requisition.

Bed frames must meet the following specifications:

- Minimum height of 7 ½";

Twin Falls Resort State Park  
Mattresses, Box Springs, Bed Frames and Pillows  
Purchase, Assembly and Set-Up  
Open End Contract

- Must have a minimum of six legs;
- Must have a brown enamel finish;
- Angle steel side rails must be a minimum of 1 ¾ x 1 3/8" x 71;
- Must have steel stem side stance glides;
- Must have recessed legs;
- Must be constructed of non-combustible materials; and
- Assembly must be wedge lock design.

## Queen and King Bed Frames

Sealy queen size bed frame, Product Number 570124, Item number 7550, or equal and Sealy king size bed frame, Product Number 570125, Item number 7566, or equal.

Queen bed frame dimensions must be able to properly accept mattress and box springs as specified in this requisition.

King bed frame dimensions must be able to properly accept mattress and box springs as specified in this requisition.

Bed frames must meet the following specifications:

- Must have an all steel bed base;
- Minimum height of 7 ½";
- Minimum of three cross supports;
- Must have brown enamel finish;
- Must have recess design to accommodate toe room;
- Must have dual center leg supports;
- Must be constructed of non-combustible materials; and
- No tool required for assembly.

## Pillows

Sealy sleep tight pillow, Item Number 07825800, or equal. Pillow must meet the following specifications:

- Must be 100% cotton;
- Must be a minimum of 200 thread count;
- Must be treated with antimicrobial finish;
- Fill must be three dimension blown polyester in cluster shape;

Twin Falls Resort State Park  
Mattresses, Box Springs, Bed Frames and Pillows  
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- Edge must be single needle corded;
- Must be hypo-allergenic; and
- Must be machine wash/dry.

Twin Falls Resort State Park  
 Mattresses, Box Springs, Bed Frames and Pillows  
 Purchase, Assembly and Set-Up  
 Open End Contract  
 Manufacturer's Information

Please complete the below information concerning the brand(s) of equipment being bid in relation to this project. If bidding in or equal inch brands, please attach manufacturer's literature documenting that it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the Request For Quotation.

Item No.	Product	Manufacturer	Model
1	Queen size Sealy Posturepedic Encore Plus or equal.		
2	King size Sealy Posturepedic Encore Plush or equal.		
3	Queen Sealy shock abzzorber plus box springs or equal.		
4	King Sealy shock abzzorber plus box springs or equal.		
5	Sealy Inst-A-Matic premium queen size accessible bed frame, Product Number 420059, Item number 761G, or equal.		
6	Sealy Ins-A-Matic premium king size accessible bed frame, Product number 420061, Item number 777G, or equal.		
7	Sealy queen size bed frame, Product Number 570124, Item number 7550, or equal.		
8	Sealy king size bed frame, Product Number 570125, Item number 7566, or equal.		
9	Sealy sleep tight pillow, Item Number 07825800, or equal.		

Twin Falls Resort State Park  
Mattresses, Box Springs, Bed Frames and Pillows  
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**PRICING SHEET**

Item No.	Estimated Quantity	Description	Unit Price	Amount
1	23	Queen size Sealy Posturepedic Encore Plush or equal.		
2	17	King size Sealy Posturepedic Encore Plus, Item Number or equal.		
3	23	Queen Sealy shock abzzorber plus box springs or equal.		
4	17	King Sealy shock abzzorber plus box springs or equal.		
5	1	Sealy Inst-A-Matic premium queen size accebile bed frame, Product Number 420059, Item number 761G, or equal.		
6	2	Sealy Ins-A-Matic premium king size accessible bed frame, Product number 420061, Item number 777G, or equal.		
7	22	Sealy queen size bed frame, Product Number 570124, Item number 7550, or equal.		
8	15	Sealy king size bed frame, Product Number 570125, Item number 7566, or equal.		
9	200	Sealy sleep tight pillow, Item Number 07825800, or equal.		
		<b>TOTALS</b>		

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

# 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.

RFQ No. \_\_\_\_\_

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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 \_\_\_\_\_