

VENDOR

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

RECNUMBER

DNR210142

PAGE 1

\*\*\*\*ADDRESS CORRESPONDENCE TO AFTENTION OF

FRANK WHITTAKER 304-558-2316

D: SH TI H A' F R'

DIVISION OF NATURAL RESOURCES TWIN FALLS RESORT

ATTN: PARK SUPERINTENDENT

RT. 97, PO BOX 667 MULLENS, WV

25882

304-294-6000

DATE PRIN	TED	TER	RMS OF SAL	F	SHIP	VIA		F.O.B		FREIGHT TERMS
02/04/	2010	<u> </u>								
BID OPENING DATE		03/04/	2010	l		BID (	OPEN	IING TIME	01	:30PM
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TITLE		F	EIN		-			ADDRESS	CHANGES	TO BE NOTED ABOVE

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

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ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER

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 02/04/2010 BID OPENING DATE: 03/04/2010 BID OPENING TIME  $01 \cdot 30PM$ CAT LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. 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 driginal contract and shall be limited to two (2) one (1) YEAR PERIODS. dancellation: The Director of Purchasing Reserves the RIGHT TO CANDEL 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. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILLING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN dauses (including but not limited to delays in trans-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME df work.) 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. 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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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

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BFQ NUMBER DNR210142

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FRANK WHITTAKER 3<u>04-558-2316</u>

DIVISION OF NATURAL RESOURCES TWIN FALLS RESORT ATTN: PARK SUPERINTENDENT

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MULLENS, WV

25882 304-294-6000

DATE PRINTED T	ERMS OF SALE	SHIP VIA	F.O.B	FREIGHTTERMS
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DIVISION OF NATURAL RESOURCES TWIN FALLS RESORT

ATTN: PARK SUPERINTENDENT RT. 97, PO BOX 667

MULLENS, WV

25882

304-294-6000

DATE PRINTED TERMS	SOFSALE	· ·		
02/04/2010	SUF SALE	SHIP VIA	F.O.B.	FREIGHTTERMS
BID OPENING DATE: 03/04/20	110	BID C	PENING TIME 01	30PM
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BUYER:		44		
RFQ. NO.:		DNR210142		
BID OPENING DA	TE:	03/04/2010		
BID OPENING TI	ME:	1:30 PM		
PLEASE PROVIDE TO CONTACT YOU		MBER IN CASE IT	IS NECESSARY	
CONTACT PERSON	(PLEASE	PRINT CLEARLY):		
SIGNATURE	SEE REV	/ERSE SIDE FOR TERMS AND CON  TELEPHONE	IDITIONS DATE	
TITLE FEIN				TO BE NOTED ABOVE

### Twin Falls Resort State Park

## Guest Room Hospitality and Amenity Items Open End Contract

The West Virginia Division of Natural Resources is requesting bids for the purchase of hospitality and amenity items 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 hospitality and amenity items 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 hospitality and amenity items 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.

## Damaged Items:

All items must be inspected by the park subsequent to delivery to ensure that each item is not damaged or defective. Damaged or defective items must be replaced at no additional expense to the park.

## Twin Falls Resort State Park

## Guest Room Hospitality and Amenity Items 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 hospitality items and amenities 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.

### Luggage Racks

Registry heavy duty luggage rack or equal. Luggage rack must meet the following specifications:

- Must be constructed of 1" tubular steel and the frame must be plated;
- Polypropylene webbing (brown) with brown hammerloid enamel racks;
- Must have plastic foot caps;
- Minimum dimensions must be 25"W x 17"H x 18"D; and
- Must have backrest bar that extends a minimum of 9 ½" above the surface.

### **Hair Dryer**

Revion 1,875 watt turbo hair dryer or equal. Hair dryer must meet the following specifications:

- Must have a minimum of three heat and three air speed settings;
- Cord must be a minimum of 6' in length;
- Must be a minimum of 125 volts, 60 HZ;
- Must include a removable lint filter; and
- Must include a black hairdryer storage bag with drawstring

## Twin Falls Resort State Park

## Guest Room Hospitality and Amenity Items Open End Contract

#### Coffeemaker

Sunbeam four (4) cup commercial coffeemaker with glass carafe or equal. Coffeemaker must meet the following specifications:

- Must have one (1) hour automatic shut off function;
- Must have pause/n serve recessed warming plate;
- Must have pull out brew basket with printed brewing instructions;
- Must have a minimum of three (3) ft. cord;
- Minimum dimensions must be 7"W x 11" H x 11" D;
- 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

#### **Clock Radio**

Registry AM/FM clock radio with minimum 0.9 LED display or equal. Clock radio must meet the following specifications:

- Must have large snooze control button;
- Must have sleep to music feature with automatic turn on feature that is adjustable for a minimum of two (2) hours.

#### Iron

Sunbeam iron or equal. Iron must meet the following specifications:

- Dual auto shutoff function;
- Drip-free function;
- Adjustable steam;
- Shot of steam;
- Covered water reservoir;
- Minimum 12ft. power cord;
- Nonstick soleplate and be self cleaning;
- Minimum of 1,200 watts, 120V, 60hZ; and

## Twin Falls Resort State Park

## Guest Room Hospitality and Amenity Items Open End Contract

 Must be Underwriters Laboratories® listed. Underwriters Laboratories® is defined as a standard safety requirement.

## **Ironing Board**

Homz Easyboard ironing board or equal. Ironing board must meet the following specifications:

- Must be standard size 13"W x 53"L board features infinite height adjustment to any level in a 35" range.
- Must have vented top to allow easy steam penetration;
- Must have baked enamel finish and be constructed of 1/8" tubular riveted steel;
- Must have T-legs and Nonmarring Duraloc, or equal rubber feet; and
- Must have foam pad and on nose pocket; foam pad must be scorch and stain resistant.

## Iron Organizer

Jerdon off-the-wall iron and ironing board caddy or equal. Iron organizer must meet the following specifications:

- Iron board holder must have the ability to be mounted below or to the side of the iron holder as space permits;
- Must have heat –resistant plastic casting over metal that allows storage of a hot iron;
- Must be universal to fit iron and ironing board specified;
- Must include security strap and side-mount cord storage;
- Must have fire retardant finish;
- Must include all necessary mounting hardware; and
- Minimum dimensions must be 3"W x 12"H x 5 ½ "D.

#### Phone

Premier Series 7000 single line phone or equal. Phone must meet the following specifications:

- Must have message light;
- Must have data port;
- Must have volume enhancer;
- Must meet Americans with Disabilities Act (ADA) requirements;
- Must include a minimum 12' coiled handset cord;
- Must include a minimum 14' fully modular line cord;
- Color must be natural to match the décor of the park;

### Twin Falls Resort State Park

## Guest Room Hospitality and Amenity Items Open End Contract

- Minimum dimensions must be 6 ½ W x 3 ½ "H x 9 ¾" L;
- Must be hearing aid compatible;
- Must meet Federal Communications Commission (FCC) requirements. Federal
   Communications Commission is defined as a independent government agency that
   regulates interstate and international communications by radio and television and wire
   and cable and satellite; and
- Must be Underwriters Laboratories® listed. Underwriters Laboratories® is defined as a standard safety requirement.

#### Ice Bucket

Ice bucket premium or equal. Ice bucket must meet the following specifications:

- Must be constructed of leatherette quality material;
- Color must be black to black to match the décor of the park;
- Must include vinyl cover; and
- Must accommodate two (2) quarts of ice.

#### Ice Tray

Ice tray premium or equal. Ice tray must meet the following specifications:

- Must be constructed of leatherette quality material;
- Color must be black to match the décor of the park; and
- Minimum diameter must be 12" diameter

### Wastebasket

Round wastebasket premium, or equal. Wastebasket must meet the following specifications:

- Must be constructed of leatherette quality material;
- Must accommodate eight (8) quarts of trash; and
- Color must be black to match the décor of the park.

### **Shower Curtain**

Hospi-tel minimum ten (10) gauge vinyl shower curtain or equal. Shower curtain must meet the following specifications:

Must be white;

## Twin Falls Resort State Park

## Guest Room Hospitality and Amenity Items Open End Contract

- Must be constructed of ten (10) gauge minimum vinyl and must be mildew resistant;
- Must have a reinforced hem;
- Must be tear resistant;
- Must meet Society of Plastics Industry (SPI) flame test requirements

### **Shower Curtain Hooks**

Majestic shower curtain hooks or equal. Shower curtain hooks must meet the following specifications:

- Color must be white to match the shower curtain specified above; and
- Hooks must be round to accommodate shower curtain rod.

## **Shower Curtain Rods**

Oval shower rod must meet the following specifications:

- Must have a minimum 9" bow;
- Must be a minimum of 5' in length;
- Must be a seamless design and be constructed of stainless steel; and
- Must work with the shower curtain and shower curtain hooks specified above.

## **General Specifications for Sheets and Pillowcases**

Minimum 400 thread count Egyptian cotton linen flat sheets. Sheets must have a minimum 2" hem. Color of sheets must be coordinated with Twins Falls Resort State Park and will be selected from manufacturer's standard colors. Sheets are to be provided in the following-sizes:

- Twin size XL, minimum dimensions of 72"W x 115"H;
- Queen size XL, minimum dimensions of 96"W x 115"H; and
- King Size XL, minimum dimensions of 114"W x 115"H.

Minimum 400 thread count Egyptian cotton pillow cases. Color of sheets must be coordinated with Twins Falls Resort State Park and will be selected from manufacturer's standard colors. Pillowcases are to be provided in the following size:

Standard size, minimum dimensions 42"W x 46"H.

## Twin Falls Resort State Park

## Guest Room Hospitality and Amenity Items Open End Contract

## **General Specifications for Blankets**

Honeycomb weave blankets. Blankets must be 100% cotton. Color of blankets must be coordinated with Twins Falls Resort State Park and will be selected from manufacturer's standard colors. Blankets are to be provided in the following sizes:

- Queen size with the minimum dimensions 90"W x 90"D; and
- King size with the minimum dimensions 108"W x 90"D.

## **General Specifications for Towels**

Micro cotton towel, jacquard check pattern or equal. Towels must be 100% long staple cotton. Color of towels must be coordinated with Twins Falls Resort State Park and will be selected from manufacturer's standard colors. Towels are to be provided in the following sizes:

- Bath towel with minimum dimensions 27"W x 54"D;
- Hand towel with minimum dimensions 16"W x 20"D;
- Wash cloth with minimum dimensions 13"W x 13"D; and
- Bath sheet with minimum dimensions 30"W x 60"D.

Windowpane two-tone plaid design kitchen towels. Kitchen towels must be 100% woven cotton. Color of kitchen towels must be coordinated with Twins Falls Resort State Park and will be selected from manufacturer's standard colors. Kitchen towels are to be provided in the following sizes:

- Kitchen towels, minimum dimensions 15"W x 25"D; and
- Dish cloths, minimum dimensions 12"W x 12"D.

## DNR210142 - Twin Falls Resort State Park Purchase of Guest Room Hospitality and Amenity Items

## Open End Contract MANUFACTURER'S LIST

om	Description	Manufacturer	Item No.
<u>em</u>	Description		
1	Registry heavy duty luggage rack or equal.		
2			
<del></del>	Revion 1,875W Turbo hair dryer or equal.		
3	Sunbeam 4-cup commercial coffeemaker with		
0	-lass sorafo or equal	•	
4	Registry AM/FM clock radio with minimum 0.9		
• •	LED display or equal.		
5	Sunbeam iron or equal.		
6	Homz Easyboard Ironing board or equal.		
7	Jerdon off-the-wall iron and ironing board caddy		
,	or equal.		
8			
J	Premier Series 7000 single line phone or equal.		
9	Ice bucket premium or equal.		
10	Ice tray premium or equal.		
11	Round wastebasket premium or equal.		
	Hospi-tel minimum ten (10) guage vinyl shower		
12	curtain or equal.		
40	Heavy duty shower curtain hooks majestic hooks		
13	or equal.		
	Oval shower rods or equal.		
14	400 thread count Egyptian cotton linen, twin size		
15	XL, minimum dimensions of 72"W x 115"H flat		
	L L		
	sheets. 400 thread count Egyptian cotton linen, queen		
16	XL, minimum dimensions of 96" W x 115"H flat		
	sheets. 400 thread count Egyptian cotton linen, king size		
17	XL, minimum dimensions of 114"W x 115"H flat		
	sheets.		
18			
	400 thread count Egyptian cotton pillow cases,		
	standard size, minimum dimensions 42"W x 46"1	1.	
19	Honeycomb weave blankets, queen size,		
	minimum dimensions 90"W x 90"D.		
20	Honeycomb weave blankets, king size, minimum	1	
	dimensions 108" W x 90"D.		

## DNR210142 - Twin Falls Resort State Park Purchase of Guest Room Hospitality and Amenity Items Open End Contract MANUFACTURER'S LIST

£	Description	Manufacturer	Item No.
tem	Describuon		
21	Micro cotton bath towel with minimum		
	dimensions 27"W x 54"D.		
22	Micro cotton hand towel with minimum	·	
<del></del>	dimensions 16"W x 20"D.		
23	Micro cotton wash cloth with minimum		
	dimensions 13"W x 13"D.		
24	Micro cotton bath sheet with minimum		
	dimensions 30"W x 60"D.		
25	Windowpane two-tone plaid design kitchen towels with minimum dimensions 15"W x 25"D.		
26	Windowpane two-tone plaid design dishcloth with minimum dimensions 12"W x 12"D.		
	TOTALS		

## DNR210142 Twin Falls Resort State Park Guest Room Hospitality and Amenity Items Open End Contract

## PRICING SHEET

Item No.	Estimated	Description	Unit Price	Amount
	Quantity			
1	27	Registry heavy duty luggage rack or		
		equal.		
2	28	Revion 1,875W Turbo hair dryer or		
		equal.		
3	27	Sunbeam 4-cup commercial		
-		coffeemaker with glass carafe or		
		equal.		
4	27			
		Registry AM/FM clock radio with		
		minimum 0.9 LED display or equal.		
5	27	Sunbeam iron or equal.		
6	27	Homz Easyboard Ironing board or		
J		equal.		
7	27	Jerdon off-the-wall iron and		
•	-	ironing board caddy or equal.		
8	27	Premier Series 7000 single line		
•		phone or equal.		
9	27	Ice bucket premium or equal.		
10	27	ice tray premium or equal.		
11	54	Round wastebasket premium or		i i
• •		equal.		
12	27			
, ==		Hospi-tel ten (10) guage minimum		
		vinyl shower curtain or equal.		
13	324	Heavy duty shower curtain hooks		
		majestic hooks or equal.		
14	27	Oval shower rods or equal.		
15	450	400 thread count Egyptian cotton		
		linen, twin size XL, minimum		
		dimensions of 72"W x 115"H flat		
		sheets.		
16	2000	400 thread count Egyptian cotton		
, •		linen, queen XL, minimum		
		dimensions of 96" W x 115"H flat		
		sheets		

# DNR210142 Twin Falls Resort State Park Guest Room Hospitality and Amenity Items

## Open End Contract PRICING SHEET

tem No	Estimated	Description	<b>Unit Price</b>	Amount
	Quantity			
17	250	400 thread count Egyptian cotton linen, king size XL, minimum dimensions of 114"W x 115"H flat		
		sheets.		
18	2,100	400 thread count Egyptian cotton pillow cases, standard size, minimum dimensions 42"W x		
4.0	130	46"H.  Honeycomb weave blankets,		
19	130	queen size, minimum dimensions		
20	25	Honeycomb weave blankets, king size, minimum dimensions 108" W x 90"D.		
21	2,100	Micro cotton bath towel with minimum dimensions 27"W x 54"D.		
22	2,100	Micro cotton hand towel with minimum dimensions 16"W x 20"D.		
23	2,100	Micro cotton wash cloth with minimum dimensions 13"W x 13"D.		
24	500	Micro cotton bath sheet with minimum dimensions 30"W x 60"D.		
25	100	Windowpane two-tone plaid design kitchen towels with minimum dimensions 15"W x 25"D.		
26	100	Windowpane two-tone plaid design dishcloth with minimum dimensions 12"W x 12"D.		
		TOTAL	S	

The quantities listed above are for bid evaluation purposes only.

Actual quantities may differ.

## 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 pr Bidder is an individual resident vendor and has resident	reference for the reason checked: ed continuously in West Virginia for four (4) years immediately preced-					
	business continuously in West Virginia for four (4) ye ownership interest of Bidder is held by another individual maintained its headquarters or principal place of but the state of this continuously of the continuously of the state of this continuously.	sident vendor and has maintained its headquarters or principal place of ears immediately preceding the date of this certification; or 80% of the dual, partnership, association or corporation resident vendor who has usiness continuously in West Virginia for four (4) years immediately					
<del></del>	Bidder is a nonresident vendor which has an affiliate of and which has maintained its headquarters or principle years immediately preceding the date of this certific						
2.	working on the project being bid are residents of West immediately preceding submission of this bid; or,	st Virginia who have resided in the state continuously for the two years					
3.	affiliate or subsidiary which maintains its headqual	ters or principal place of business within West Virginia employing a less that, during the life of the contract, on average at least 75% of the aployees are residents of West Virginia who have resided in the state					
4.	Application is made for 5% resident vendor pre	eference for the reason checked: sions (1) and (2) or subdivision (1) and (3) as stated above; or,					
5.	Application is made for 3.5% resident vendor p Bidder is an individual resident vendor who is a vetera and has resided in West Virginia continuously for submitted; or,	preference who is a veteran for the reason checked: an of the United States armed forces, the reserves or the National Guard the four years immediately preceding the date on which the bid is					
6.	Bidder is a resident vendor who is a veteran of the purposes of producing or distributing the commodition continuously over the entire term of the project, on residents of West Virginia who have resided in the second continuously.	United States armed forces, the reserves or the National Guard, if, for es or completing the project which is the subject of the vendor's bid and average at least seventy-five percent of the vendor's employees are state continuously for the two immediately preceding years.					
require agains	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.							
		Code, §61-5-3), Bidder hereby certifies that this certificate is true ssued to Bidder and if anything contained within this certificate otify the Purchasing Division in writing immediately.					
Bidde	r;	Signed:					
Date:		Title:					
*Check	any combination of preference consideration(s) indicated abo	ove, which you are entitled to receive.					

RFQ	No.	
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#### 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	NOTORY PUBLIC	