



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:
DNR210210

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
04/28/2010				

BID OPENING DATE: **05/27/2010** 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 PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE PARK WITH GUEST ROOM FURNITURE FOR TWIN FALLS RESORT STATE PARK PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRNK.M.WHITTAKER@QV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 4:00 PM ON 5/10/10. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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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PURCHASING

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<p>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. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE</p>						

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<p>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.:			DNR210210		
	BID OPENING DATE:			05/27/10		
	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 DNR210210 ***** TOTAL:						_____

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DNR210210
Twin Falls Resort State Park
Furniture Purchase, Assembly and Set-Up
Open End Contract

The West Virginia Division of Natural Resources, hereinafter Division, is requesting Bids for the purchase of furniture, bed-frames and pillows and assembly thereof for its new twenty-seven (27) guest room addition and twenty (20) existing guest rooms at Twin Falls Resort State Park. An add-alternate Bid shall be accepted for all necessary labor to install furnishings in said rooms. 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 coordinated with Twin Falls State Park to meet the timeframe of the scheduled opening of the Lodge.

General Specifications:

Furniture must be manufactured for commercial hospitality use. All items must be new. Fabric style and color options must be included with Bid, and fabric choices will be selected with the successful Vendor at the time of Notice to Proceed. These fabric styles and colors will be selected from manufacturer's fabric colors and patterns that meet the minimum specifications found within these Specifications. Scheduling of shipping, assembly and installation shall be coordinated between Division and Vendor after the Notice to Proceed has been issued by the Division.

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.

DNR210210
Twin Falls Resort State Park
Furniture Purchase, Assembly and Set-Up
Open End Contract

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 Division 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 delivered according to Manufacturer's recommendations and in an order that will facilitate inspection and measurement of quantity. All items must be delivered using means and methods that will prevent damage, deterioration, theft, or other loss.

Add Alternate - Furniture Assembly and Set-Up:

An add-alternate Bid for furniture set-up is being accepted. If the alternate bid is accepted, the Vendor must coordinate complete furniture assembly and set-up with the Division. The successful Vendor must assemble all furniture purchased under this Purchase Order pursuant to this Add Alternate Bid according to manufacturer's guidelines. Vendor must assemble all furniture in appropriate locations within the Lodge as directed by the Division. Vendor must clean up work area and dispose of boxes, packaging material and installation debris. The Division will conduct a pre-assembly and set-up details walkthrough prior to the actual assembly and setup. The Vendor must coordinate this meeting with the Division.

Damaged Items:

All items must be inspected by the Division 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 Division. If Vendor assembles and installs furniture, the 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.

DNR210210
Twin Falls Resort State Park
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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 one (1) year after date of acceptance or through manufacturer's provided warranty, whichever is greater. Vendor must repair or replace at its' discretion, free of charge, any product that proves to be defective during the warranty period.

Outdoor Deck/Pool Furniture

Chaise must meet the following minimum specifications:

- Minimum dimensions must be 35" W x 81" D x 38" H;
- Must be composed of plantation teak;
- Must have stainless steel hardware;
- Must have a multi-position back;
- Must be constructed with water resistant glue;
- Must have resin foot pads; and
- Must have mortise and tenon joinery construction.

Chair must meet the following minimum specifications:

- Minimum dimension must be 23" W x 23" D x 36" H;
- Must have minimum seat height of 17";
- Must have a minimum arm height of 25";
- Must be constructed of plantation teak;
- Must have resin foot pads;
- Must be constructed with weather resistant glue; and
- Must have mortise and tenon joinery construction.

Table must meet the following minimum specifications:

- Minimum dimension must be 52" diameter x 29" H;
- Must be constructed of plantation teak;
- Must have a powder coated aluminum frame;

DNR210210
Twin Falls Resort State Park
Furniture Purchase, Assembly and Set-Up
Open End Contract

- Must have a minimum 2" powder coated umbrella hole; and
- Must have a minimum ½" powder coated reducer and cap.

Table must meet the following minimum specifications:

- Minimum dimensions must be 22" L x 22" W x 20 H;
- Must be constructed of plantation teak; and
- Must have mortise and tenon joinery construction.

Guest Room Furniture

Guest room furniture must meet the following minimum specifications:

General Construction:

- Joints must be mortised and tenoned, doweled or blocked glued and pinned.
- All corner blocks, braces and screw cleats must be glued and reinforced with staples, nails or screws.
- All corner blocks and braces must be made of solid wood.
- All structural members must be glued and screwed or stapled in place.
- Furniture must be surfaced with matching high-pressure laminate a minimum of .028" thickness that conforms to Federal Specification LP508H.
- Casters and base blocks must be glued and screwed allowing for free movement of the caster.
- All cases over 60" must have a center foot.

Material Requirements:

- Exposed solid parts must be premium grade hardwood
- Unexposed solid parts must be select hardwoods.
- All panels must be cherry veneers
- All veneered panels must be constructed with waterproof glue under controlled pressure.
- Drawer fronts must be hardwood with cherry veneer. Drawer sides and backs must be constructed of Baltic Birch plywood or equal joined front and rear with English style dovetails.

DNR210210
Twin Falls Resort State Park
Furniture Purchase, Assembly and Set-Up
Open End Contract

- Drawer guides on Contract design cases must be heavy duty side mounted metal with a minimum 60 lb. load capacity. The guide surfaces must be double dipped epoxy coated to prevent corrosion.
- Particleboard Standards
 1. All particle board must meet ANSI A208.1-1993.
 2. Tops with particleboard cores must be lumber banded on a minimum of three sides with edge banding on the back edges if they are not lumber banded.
 3. Cases must have no exposed particleboard.
 4. Particle board used in doors must be banded on all four sides.
- All items must be packed with packaging materials to minimize shipping damage.

Workmanship:

- Doors must be properly aligned to insure uniform clearance and operation free of rattle, squeak or rubbing. Catches must be properly aligned and installed with a minimum requirement of two catches on all but small dresser doors.
- Drawers must be custom fitted to insure free running action with no binding, sticking, rattling or squeaking. Drawer guides and runners must be securely fastened and properly positioned to assure correct drawer alignment.
- Cross grain sanding, machine marks, splits, chip outs, veneer checking, or roughness are not permitted on the surface of the finished product.
- Drawer interiors and other interior storage compartments must be sanded smooth and must be free of glue or lacquer runs. Sides, ends and bottoms must be free of splinters, snags, splinters, staples, nails and screws.
- All hardware including hinges, latches, catches and glides must be attached and fitted to operate properly and serve their purpose during transit and use.
- Miter joints must be square, flush, tight and well glued. Exposed case front joints must be tight not exceeding maximum of 1/64".
- Case tops must be attached to the case with screws allowing the top to be pulled down tight against the case.
- Interior screws must be flush or countersunk to the surface of the part where used.
- Assembly and hinge screws must be properly seated and driven flush with the hinge flange.

DNR210210
Twin Falls Resort State Park
Furniture Purchase, Assembly and Set-Up
Open End Contract

- All molding and overlays must be nailed from the back of the panel if possible. Face nails or brads are driven flush or set and nail holes filled.

Appearance and Finish:

Finishing must meet the following specifications:

- Color of like finishes must be color-fast, uniform, and compatible between pieces manufactured in the plant
- Each finishing material must be formulated and individual batches checked to insure compatibility with the batch and every other material used to produce a color-fast finishing system.
- Interior surfaces of compartments and drawers must be free of dirt, dust, shavings or any foreign matter prior to finishing.
- Finish must be rubbed to required smoothness and sheen and dried to prevent marring or printing on the surface when packed.
- Edges and backs of doors and drawers finished must be compatible with exterior.
- Excess pumice, oil, wax and rubbing compound must be wiped clean after rubbing.

Performance:

- Drawers and doors must be fitted and aligned to operate smoothly under various atmospheric conditions.
- All drawers, doors and other operating parts must be properly fitted and aligned to operate smoothly without loose or sloppy action.
- Doors and door hinges must operate smoothly and quietly without binding, rubbing or rattling.
- Hardware, both trim and functional, must be straight and firmly attached.

Fabric: All fabric must meet ACT Guidelines specified for hotel / commercial use for abrasion, colorfastness, flammability, physical properties, and dry and wet crocking. Particularly;

- All fabric must meet minimum heavy duty abrasion guideline for hotel use, minimum 30,000 double rubs Wyzenbeek Method
- Minimum Grade 4 Colorfastness

DNR210210
Twin Falls Resort State Park
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- Minimum NFPA 701 Flammability rating or greater
- Physical Properties: Class 3 minimum ASTM D3511-01, ASTM D49070-05; 50 lbs minimum in warp and weft, seam slippage 25 lbs minimum in warp and weft
- Grade 4 minimum dry crocking, Grade 3 minimum wet crocking

Micro-fridge cabinet must meet the following specifications:

- Must have cherry finish;
- Minimum dimensions must be 22 ½" W x 22 5/8" D x 51 ¾" H;
- Must have a stationary laminate bottom shelf;
- Must have a lumber banded laminate top;
- Must have a vented back panel; and
- Must accommodate a minimum refrigerator dimension of 20" W x 21¼" D x 45½" H.

Full panel headboard must meet the following specifications:

- Must have cherry finish
- Must be wall hung only; and
- Minimum dimensions must be 56 5/8" W x 36" H.

Queen panel headboard must meet the following specifications:

- Must have cherry finish
- Must be wall hung only; and
- Minimum dimensions must be 62 5/8" W x 36" H.

King panel headboard must meet the following specifications:

- Must have cherry finish
- Must be wall hung only; and
- Minimum dimensions must be 80 5/8" W x 36" H.

Nightstand must meet the following specifications:

- Must have cherry finish
- Minimum dimensions must be 24 1/8" W x 17 ¾" D x 24" H;
- Must have a minimum of one (1) side guided drawer;
- Must have a minimum of one (1) stationary shelf;
- Must have a lumber banded laminate top; and
- Must have a recessed back.

DNR210210
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Four drawer-chest must meet the following specifications:

- Must have cherry finish
- Minimum dimensions must be 42" W x 22" D x 36" H.

Mirror must meet the following specifications:

- Must have cherry finish
- Minimum dimensions must be 30" W x 46" H;
- Mirror frames must be constructed of solid hard wood; and
- Mirror glass must be a minimum 3/16" plate glass with copper electroplate backs to protect the silver surface.

Desk must meet the following specifications:

- Must have cherry finish
- Minimum dimensions must be 48" W x 30" D x 30" H;
- Must have a minimum of one (1) side guided drawer;
- Must have lumber banded laminate top;
- Must include a center stationery drawer; and
- Must include an electronic data port unit that attaches to the desk or writing table.

Activity table must meet the following specifications:

- Must have cherry finish
- Minimum dimensions must be 34" W x 34" D x 30" H;
- Must have an apron to floor minimum dimension of 25 ¼"; and
- Must have lumber banded laminate top.

Table top must meet the following specifications:

- Must have cherry finish
- Minimum diameter must be 30".

Round table base must meet the following specifications:

- Minimum base spread must be 17" D;
- Minimum top spread must be 12" D; and
- Minimum height must be 30".

DNR210210
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Guest arm chair must meet the following specifications:

- Minimum dimensions must be 22" W x 24" D x 32" H;
- Minimum seat height must be 18 ½";
- Minimum arm height must be 23";
- Fabric, pattern and color of chair must be coordinated with Twin Falls Resort State Park and will be selected from manufacturer's fabrics colors and patterns;
- Chair joints must be properly angled and clamped tight. No openings are permitted in the joints.
- Leg stretchers must be machined (chucked) for a tight fit and glued into place.
- Seat and back cushions must be tailored and fit properly to the frame.

Media chest must meet the following specifications:

- Must have cherry finish
- Minimum dimensions must be 36 1/8" x 21" x 36 ¾" H;
- Minimum of three (3) slide guided drawers;
- Minimum of one (1) stationary VCR shelf;
- Must have lumber banded laminate top;
- Back must be recessed; and
- Minimum VCR space of 30 ½" x 17 ¾" D x 6"

Queen sleep sofa three cushions must meet the following specifications:

- Minimum dimensions must be 78" L x 36" D x 35 ½" H;
- minimum seat height must be 18";
- Minimum arm height must be 27 ½".
- Sleeper must include an upgraded mattress with a minimum 6" thickness;
- Must have wedge legs with an oiled cherry finish;
- Fabric, pattern and color of sofa must be coordinated with Twin Falls Resort State Park and will be selected from manufacturer's fabrics colors and patterns.

Lounge chair must meet the following specifications:

- Minimum dimensions must be 37" W x 36" D x 36" H;
- Minimum seat height must be 19";
- Minimum arm height must be 26"; and
- Fabric, pattern and color of chair must be coordinated with Twin Falls Resort State Park and will be selected from manufacturer's fabrics colors and patterns.

DNR210210
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Table lamp must meet the following minimum specifications:

- Must be a minimum of 28" in height;
- Must have a brushed nickel finish;
- Must include a cream color shade a minimum of 11" x 15" x 10"; and
- Must include minimum one (1) outlet in lamp base.

Floor lamp must meet the following minimum specifications:

- Must be a minimum of 55" in height;
- Must have a brushed nickel finish;
- Must include a cream color shade a minimum of 13" x 16" x 10"; and
- Must include minimum two (2) outlets in lamp base.

Bed Frames

Bed frames must be able to properly accept mattress and box springs sets for Sealy Monogram 600 Series. The following mattress set sizes have been purchased:

Double	53x80
Queen	60x80
King	76x80

Accessible Bed frames must be:

- minimum of 7 ½" high
- must have steel stem side stance glides
- must have recessed legs
- must be constructed of non-combustible materials
- minimum 5 legs

Regular Bed frames must be:

- minimum of 7 ½" high
- must have a steel bed base
- minimum of 3 cross supports
- must have dual center leg supports
- must be constructed of non-combustible materials

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Pillows

Pillow must meet the following specifications:

- 100% cotton
- minimum of 200 thread count
- edge must be single needed corded
- must be machine wash dry
- must be hypo-allergenic

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BID SCHEDULE

Item No.	Estimated Quantity	Description	Unit Price	Amount
1	4	Pool Chaise		
2	86	dining arm chair for pool		
3	4	dining table for pool		
4	39	side table for pool		
5	27	Micro-fridge cabinet		
6	37	Full panel headboard		
7	23	Queen panel headboard		
8	17	King panel headboard		
9	64	Night stand		
10	47	Four drawer chest		
11	47	Mirror		
12	27	Desk		
13	47	Activity table		
14	20	Table top		
15	20	Round table base		
16	94	Guest arm chair		
17	2	Media chest		

DNR210210
Twin Falls Resort State Park
Furniture Purchase, Assembly and Set-Up
Open End Contract

18	16			
		Queen sleep sofa three cushions		
19	21			
		Lounge chair		
20	96			
		Table lamp		
21	74			
		Floor lamp		
22	2			
		ADA Accessible King Bed Frame		
23	1			
		ADA Accessible Queen Bed Frame		
24	34			
		Double Bed Frames		
25	15			
		King Bed Frames		
26	22			
		Queen Bed Frames		
27	200			
		Pillows		
			TOTAL FURNISHINGS	

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

**ADD ALTERNATE BID
FOR LABOR**

AA1	1	Labor To Set Up		
			TOTAL ADD ALTERNATE	
			GRAND TOTAL FURNISHINGS AND ADD ALTERNATE	\$

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately 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 owed 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 _____