



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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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
05/25/2010				

BID OPENING DATE:

06/03/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 3 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED RESPONSE TO TECHNICAL QUESTIONS.						
***** END ADDENDUM NO. 3 *****						
0001	1	LS		420-40		
FURNITURE						
***** THIS IS THE END OF RFQ DNR210210 ***** TOTAL: _____						

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).

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

**ADDENDUM NUMBER THREE**

**QUESTION 1:**

What is the anticipated delivery date you will need the items by?

**RESPONSE:**

We would anticipate the week of August 1, 2010 as when we would be ready to accept delivery.

**QUESTION 2:**

Is there a particular style of furniture you were looking for, i.e. traditional, contemporary, etc.?

**RESPONSE:**

Traditional style.

**QUESTION 3:**

I noticed that the specifications for the guest room case goods were taken from Thomasville contract. Is that the brand you are looking for, and if so, is Thomasville preparing a proposal to you directly?

**RESPONSE:**

A specific brand of furniture has not been specified. All bids received shall be through this request for proposal process only. Furniture must meet minimum specifications.

**QUESTION 4:**

Does the cherry finish need to be light, medium, or dark?

**RESPONSE:**

Medium

**QUESTION 5:**

Typically, a sample nightstand or small chest is required for a bid of this type in order to be assured of the quality, etc. Is a sample nightstand or small chest required?

**RESPONSE:**

A sample is not required at the time of bid.

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**QUESTION 6:**

Isn't NFP 701 a flammability test for drapes and vertical surfaces? I do not believe it is a test for upholstery fabrics and I have confirmed this with two textile mills. Did you perhaps mean CAL 117 which is currently one of the strictest fabric requirements in the textile industry?

**RESPONSE:**

NFPA 701 flammability rating was placed in the fabric specifications section in error. California Technical Bulletin #117 Section E\* – Class 1 (Pass) is the required measurement of a fabric's performance when it is exposed to specific sources of ignition. Please insert California Technical Bulletin #117 Section E\* - Class 1 in the specifications and delete NFPA 701.

**QUESTION 7:**

The Lodge is a commercial property and the furnishings are subjected to a lot of wear and in some cases, outright abuse. Great pains were taken to describe the requirements of the fabrics to be sure they are durable (with the exception of point 2 above). Any commercial project using commercial products that I have bid in the last 20 years has required a minimum of a 5 year warranty and several have required a 10 year warranty. Was there perhaps a typo when a 1 year warranty was stated as the requirement?

**RESPONSE:**

The Vendor must warranty products to be free of defects in materials and Workmanship for a period of (1) year after date of acceptance or through manufacturer's provided warranty, whichever is greater.