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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

RFQ NUMBER DNR210242

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ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER 304-558-2316

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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 PRIN	NTED	TER	MS OF SAI	E	SHIP	VIA	F.O.B.	FREIGHT TERMS
07/20/	···							
BID OPENING DATE	i:	08/25/	2010	r	P arancia de la constancia de la consta	BID	OPENING TIME O	1:30PM
LINE	QUAN	NTITY	UOP	CAT. NO.	ITEM NU	MBER	UNIT PRICE	AMOUNT
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SIGNATURE				OEE HEV	ERSE SIDE FOR T	TELEPHONE	NUTHONS DATE	
PARAMETER AND ADDRESS OF THE PARAMETER AND AD								
TITLE		FEI	N				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).



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

Request for Quotation

RFO NUMBER DNR210242

ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER 304-558-2316

NODZE

RFQ COPY TYPE NAME/ADDRESS HERE

DIVISION OF NATURAL RESOURCES OI-D TWIN FALLS RESORT ATTN: PARK SUPERINTENDENT RT. 97, PO BOX 667 ō MULLENS, WV 25882 304-294-6000

	RMS OF SALE	SHIP VIA	F.O.B.	FREIGHTTERMS
07/20/2010		,		
BID OPENING DATE: 08/25/		BID OI	PENING TIME 01	:30PM
LINE QUANTITY	UOP CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
		THIS INFORMATION D MAY NOT BE CONS		
BUYER:		44		
RFQ. NO.:		DNR210242		
BID OPENING	DATE:	08/25/2010		
BID OPENING	TIME:	1:30 PM		
PLEASE PROVI		UMBER IN CASE IT	IS NECESSARY	
CONTACT PERS	ON (PLEASE	PRINT CLEARLY):		
***** THIS		D OF RFQ DNR21024	•	
SIGNATURE	. 17 5. V	TELEPHONE	DATE	
TITLE	EIN		ADDRESS CHANGES	TO BE NOTED ABOVE

DNR210242

Supply and Install Window Blinds at Twin Falls State Park

SPECIFICATIONS AND SCOPE OF WORK

Scope of Work:

The West Virginia Division of Natural Resources; hereinafter Division is accepting Bids for the purchase and installation of window shades for its new twenty-seven guest room addition and the purchase and installation of window shades for the Azalea, Chinquapin, and Dogwood conference rooms as well as the lodge office and fitness center. All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the line item cost. Vendor must provide all necessary labor, materials, supervision, tools, equipment and hardware to properly install the blinds as per the manufacturer's recommendations. Vendor must provide inventory recommendations for maintenance, cleaning and upkeep.

Pre-bid Meeting:

A pre-bid meeting is not necessary for this project; however, the Vendors should make arrangements with the Park Superintendent or Assistant Park Superintendent for a site visit to individually field measure each window and door to ensure proper fit and operation.

Basis of Award:

The Contract will be awarded to the lowest qualified Vendor submitting the lowest total Bid for all of the items on the Bid Schedule and in complete accordance with all specifications stipulated herein.

Coordination:

Vendor must coordinate timing of the installation with the Division's Authorized Representative per the contact information below to limit and minimize any inconveniences to lodge guests. All aspects of this contract must be coordinated with the Division's Authorized Representative(s). All work pursuant to this contract shall be completed within thirty days after coordination.

Division's Authorized Representative:

Scott Durham
Park Superintendent
Twin Falls State Park

Nathan Hanshaw Assistant Park Superintendent Twin Falls State Park

DNR210242

Supply and Install Window Blinds at Twin Falls State Park

Inspection:

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. Vendor must be responsible for damages that occur during assembly and set-up.

Project Closeout:

Vendor must provide inventory recommendations for maintenance, cleaning and upkeep.

Safety:

Successful Vendor will be working in public areas where guests and employees will be present. The successful Vendor is therefore required to maintain a safe, clean, and orderly Work area at all times.

Warranty Period:

Vendor must warranty that the equipment contained in this Bid is intended and manufactured for commercial use and must be free of defects in materials and Workmanship for a period of <u>one year</u> 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. However, if manufacturer warranty periods are longer than the required minimum listed above, then those warranties must prevail.

General Window Shade Specifications

- Shades must be a cordless lift and lower system for all guest room windows and doors, offices, and hallways
- 2. Shades must be a continuous cord loop and clutch system for Chinquapin, Azalea, and Dogwood Conference Room, and must include side channels.
- 3. Minimum 3/8" / Maximum 3/4" single cell shades for windows
- 4. Maximum 3/8" shades for doors in order to clear door hardware
- 5. Shades must be room darkening blackout (opaque) for all guest rooms
- 6. Shades must be room darkening blackout (opaque) for conference rooms
- 7. Shades must be semi-opaque for offices, hallways, and fitness center

- 8. Shades must be fade resistant
- 9. Shades must be certified flame resistant for commercial use NFPA 701
- 10. Available color options should be included with Bid

Manufacturer Disclosure:

Vendor should is being Bid.	d provide the manufacturer name and model numb	per of the product that
Manufacturer:	*	
Model #:		

Item No.	Quantity	Location	Unit	Total
1	1	Room 401- (window) 67 ¼" x 55 1/16" - opaque	\$	\$
2	1	Room 402 - (window) 67 1/4" x 55 1/16" - opaque	\$	\$
3	T	Room 403 - (window) 67 1/4" x 55 1/16" - opaque	\$	\$
4	1	Room 404 - (window) 67 1/4" x 55 3/16" - opaque	\$	\$
5	1	Room 405 - (window) 67 ¼" x 55 1/16" - opaque	\$	\$
6	1	Room 501- (window) 38 ½" x 81 ½" - opaque	\$	\$
7	1	Room 501- (window) 44 1/8" x 60 ¾" - opaque	\$	\$
8	1	Room 502 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$
9	1	Room 502 (window) 44 1/8" x 60 3/4" - opaque	\$	\$
10	1	Room 503 - (window) 38 1/2" x 81 1/2" - opaque	\$	\$
11	1	Room 503 - (window) 44 1/8" x 60 7/8" - opaque	\$	\$
12	1	Room 504 - (door) 30 ¾" x 75 7/8" - opaque	\$	\$
13	1	Room 504 - (window) 44 3/16" x 60 ¾"- opaque	\$	\$
14	2	Room 505 - (window) 31 ¾" x 55 ¾" - opaque	\$	\$
15	2	Room 505 - (window) 31 ¾" x 22 15/16" - opaque	\$	\$
16	2	Room 506 - double doors -28 5/8" x 75 7/8" - opaque	\$	\$
17	1	Room 507 - (door) 30 ¾" x 75 7/8" - opaque	\$	\$
18	1	Room 507 - (window) 44 1/8" x 61" - opaque	\$	\$
19	1	Room 508 - (door) 30 ¾" x 75 7/8" - opaque	\$	\$
20	1	Room 508 - (window) 34 1/8" x 60 7/8" - opaque	\$	\$

Item No.	Quantity	Location	Unit	Total
21	1	Room 509 - (door) 30 7/8″ x 75 7/8″ - opaque	\$	\$
22	1	Room 509 - (window) 44 1/8" x 60 ¾" - opaque	\$	\$
23	1	Room 510 -(door) 30 7/8" x 75 7/8" - opaque	\$	\$
24	1	Room 510 - (window) 44 1/8" x 60 3/4" - opaque	\$	\$
25	1	Room 511 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$
26	1	Room 511 - (window) 44 1/8" x 60 ¾" -opaque	\$	\$
27	1	Room 601 - (door) 30 7/8" x 75 ¾" - opaque	\$	\$
28	1	Room 601 - (window) 44 1/8" x 60 7/8" - opaque	\$	\$
29	1	Room 602 - (door) 30 7/8" x 75 7/8"- opaque	\$	\$
30	1	Room 602 - (window) 44 1/8" x 60 7/8 "- opaque	\$	\$
31	1	Room 603 -(door) 30 7/8″ x 75 7/8″ - opaque	\$	\$
32	1	Room 603 - (window) 44 1/8" x 60 7/8" - opaque	\$	\$
33	1	Room 604 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$
34	1	Room 604 -(window) 44 1/8" x 60 7/8" - opaque	\$	\$
35	2	Room 605 - (double doors) 28 5/8" x 75 7/8" - opaque	\$	\$
36	2	Room 606 - (double doors) 28 5/8" x 75 7/8" - opaque	\$	\$
37	1	Room 607 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$
38	1	Room 607 - (window) 44 1/8" x 60 7/8" - opaque	\$	\$
39	1	Room 608 -(door) 30 7/8" x 75 7/8" - opaque	\$	\$
40	1	Room 608 - (window) 44 1/8 "x 60 7/8" - opaque	\$	\$

Item No.	Quantity	Location	Unit	Total
	_			_
41	1	Room 609 - (door) 30 7/8" x 75 7/8" — opaque	\$	\$
42	1	Room 609 - (window) 44 1/8" x 60 7/8" - opaque	\$	\$
			T	
43	1	Room 610 -(door) 30 7/8" x 75 7/8" - opaque	\$	\$
44	1	Room 610 - (window) 44 1/8" x 60 7/8" - opaque	٨	خ
44	<u>T</u>	Room 610 - (willdow) 44 1/8 × 00 7/8 - Opaque	\$	\$
45	1	Room 611 - (door) 30 7/8" x 75 7/8" - opaque	\$	\$
46	1	Room 611 - (window) 44 1/8" x 60 7/8" opaque	\$	\$
		3rd Floor Hallway - (window) 43 ½" x 43 1/8" - semi-	_	<u>,</u>
47	1	opaque	\$	\$
	4	Front Desk Office - (window) 67 3/16" x 55 1/16"- semi-		٨
48	1	opaque	\$	\$
		Fitness Room - (window) 67 3/16" x 55 1/16" - semi-	_	<u>,</u>
49	1	opaque	\$	\$
	_	Azalea Conference Room - (single large window) 53 ¾" x	<u></u>	<u>,</u>
50	2	72 ½" - opaque	\$	\$
'	2	Azalea Conference Room - (single large window) 53 ¾" X	١	ė.
51	2	37 ¾" – opaque	\$	\$
	2	Dogwood Conference Room - (window) 67 ¼" x 55" —	,	خ
52	2	opaque	\$	\$
[4	Chinaquapin Conference Room - (window) 41 7/8" x 80	_	ć
53	1	7/8" - opaque	\$	\$
		Chinaquapin Conference Room - (window) 52 3/16" x 82	<u>,</u>	ć
54	1	1/8" - opaque	\$	\$
		Chinaquapin Conference Room - (window) 49 7/8" x 82	_	¢
55	1	3/8" - opaque	\$	\$
		Chinaquapin Conference Room - (window) 50 3/16" x 82	,	,
56	1	3/8" - opaque	\$	\$
		Chinaquapin Conference Room - (window) 50 3/16" x 82"		A
57	1	- opaque	\$	\$
		Chinaquapin Conference Room - (window) 49 7/8″ x 82" -		ć
58	1	opaque	>	\$
Î		Chinaquapin Conference Room - (window) 50 3/16" x 81	,	,
59	1	¾" - opaque	\$	\$
		Chinaquapin Conference Room - (window) 50 1/8" x 81		,
60	1	1/8" - opaque	\$	\$

ltem No.	Quantity	Location	Unit	Total
		Chinaquapin Conference Room - (window) 49 7/8" x 81		
61	1	1/8" - opaque	\$	\$
		Chinaquapin Conference Room - (window) 50 1/8" x 81		
62	1	1/8" - opaque	\$	\$
		Chinaquapin Conference Room - (window) 71 5/16" x 81		
63	1	1/8" - opaque	\$	\$
		Chinaquapin Conference Room - (window) 71 9/16" x 80		
64	1	¾" - opaque	\$	\$
		Chinaquapin Conference Room - (entry door) – opaque 32		
65	1	3/8" x 79"	\$	\$
<u> </u>		GRAND TOTAL BID	\$	\$

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.

Dafa:	Title:
Bidde	;Signed:
	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true ocurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate les during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
author the rec	omission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and izes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid juired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information and by the Tax Commissioner to be confidential.
require agains or ded	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the sments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty t such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency ucted from any unpaid balance on the contract or purchase order.
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.
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,
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,
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,
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,
da servicio delle A leirotton	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 ,
	ing 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
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 preced-

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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RFQ No.		L

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:	Da	ate:	
County of, to-wit:			
Taken, subscribed, and sworn to before me this da	y of	, 20	<u>-</u>
My Commission expires	, 20		
VEELA SEVI HEBE	NOTARY PUBLIC		