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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

# Request for Quotation

BEDDING12

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 42

304-558-8802

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## 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.html 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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ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA FREIGHT TERMS FO.B 04/02/2012 BID OPENING DATE: 05/02/2012 BID OPENING TIME 01:30PM CAT. LINE QUANTITY AMOUNT ITEM NUMBER UNIT PRICE PLEASE PROVIDE A HAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: CONTACT PERSON (PLEASE PRINT CLEARLY): THE MODEL/BRAND/SPECIFTCATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINDR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST Virginia legislative rules and regulations. HURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA durrently utilized a visa purchasing card program which IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING dard for payment of all orders placed by any state AGENCY AS A CONDITION OF AWARD. EXHIBIT 4 LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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## BEDDING12 Specifications and Standards

West Virginia Purchasing Division is requesting quotations to provide a blanket open-end statewide contract for mattresses, box springs and pillows for West Virginia State Agencies and Political Subdivisions.

Reference to the below listed specifications and standard shall be those in effect on the date of the request for quotation. The following form a part of this specification to the extent specified herein:

#### **West Virginia State Fire Code**

Federal standard 16-CFR 1633 and 1632 (FF4-72), ASTM159 and ASTM 1537 requirements from the NFPA Life Safety Code takes precedence over all other codes for flame resistance.

<u>Samples</u>: Samples of items other than those previously stated may be requested for examination and testing. The State of West Virginia reserves the right to perform inspections and tests that are deemed necessary to assure that commodities conform to the prescribed requirements. Random samples may be selected from delivered commodities in order to assure compliance with these specifications. All samples will be returned to the vendor at vendor's expense if requested.

#### **Minimum Qualification Experience and References**

Vendors must have a minimum of five (5) years of relevant experience in manufacturing or distribution of mattresses, box springs and pillows.

#### **Preparation for Delivery**

<u>Packaging</u>: All bedding shall be packed in substantial commercial containers of the type, size and kind commonly used for the purpose, so constructed to insure acceptance and safe delivery to the spending agency.

<u>Marking</u>: Shipping containers shall be marked to the following: Description of item, name of vendor, purchase order number and item number.

Federal standards and specifications may be obtained from the Superintendent of Documents, US Government Printing Office, Washington, D.C. 20406.

National Fire Protection Association code 702-1977 may be obtained from NFPA, Battery March Park, Quincy, Massachusetts 02269.

Vendors must indicate brand name and product number in the appropriate space.

All quotes are to be FOB Destination with all shipping quantities included in the quoted price.

#### **Warranty for Mattresses and Box Springs**

7 Year Pro-rated.

### INDEX OF MATTRESS REQUIREMENTS FOR THE STATE OF WV.

All Mattress models shall include 2 sided fully reversible mattresses and 1 sided non-reversible mattresses.

All Box Springs Shall Be 8 3/4 ga. Contract quality Coil Box Springs.

Category I: Hospitality sets (Non Pillow Top):

UHS ---- Ultra Hospitality Sets --- (extra Plush or resort)

PHS ---- Premium Hospitality Sets --- (very plush DNR model)

SHS ---- Standard Hospitality Sets--- (Residence Life -- Not fluid resistant)

Category II: Hospital & Nursing Home fluid Resistant Mattress:

(Box Springs for the following Same as Category I)

(Prices will vary due to ticking and Flammability on the Box Spring)

(NHI)---- <u>Nursing Home Innerspring</u> With Border Wire (this is a flat mattress, the border will not bend)

**(EBI)---**-Hospital or Nursing Home **Electric Bed Innerspring** (this mattress will bend with electric bed)

**(PR6)---** Hospital or Nursing Home 6" High Resilient <u>pressure Relief</u> foam (this mattress will bend with electric Bed)

**(PR5)---**-Hospital or Nursing Home 5" High Resilient <u>pressure Relief</u> foam (this mattress will bend with electric Bed)

## **Category III Dormitory Fluid Resistant**

(DIM) — Dormitory Innerspring Mattress

(DIM) (can also be used as Nursing Home Innerspring)

(DM6) --- 6" Dormitory Mattress High Resilient foam

## Category IV Correctional Fluid resistant:

(DM5) --- 5" Correctional or <u>High Resilient</u> foam (also Dormitory)

(DM4) ----4" Correctional or High Resilient foam (also Dormitory)

#### Category I

(UHS) --- Ultra Hospitality Sets, Mattress, Boxspring, or sets

**Mattress unit:** The innerspring shall have individually wrapped coils, with 15 ga. High Tensile Wire. The coils shall be wrapped in cloth at least 2.3 mill thickness, with a 6 ga. border wire with 8" tall coils.

Tempering: Each coil is individually tempered.

**Upholstery:** A 2.6 density High Resilient 27 lb. compression 7/8 " thick foam topper shall be secured to the Border wire over the innerspring.

**Quilting:** Shall be Tack and Jump style with 2 Pc. 1.6 density 21 lb. compression foam 5/8" thick and one layer ¾ oz. 685.75 Jones Inherent Fire Barrier quilted to the cover. This quilted panel shall form the Fire Barrier. 16 CFR 1633

Cover: The cover shall be a high quality damask 4 way stretch knit.

**Flanging:** The flange consists of a strip of high tensile fabric, machine sewn 1" inside the outer hem of the top and bottom panels. The entire insulation and upholstery filling is securely anchored to the edge of the unit in the form of a snug inner roll by fastening the flanging material to the coils with hog rings.

**Border:** Borders are made of color coordinated ticking and are in one or two pieces with the ends securely sewn to each other. The border shall be quilted to Jones 685.75 Fire Barrier ( or equal) to comply with 16 CFR 1633.

**Identification:** Each mattress has a law label attached in compliance with the legal requirements of the state in which it is manufactured. Manufacturing date, location, and product and warranty codes are listed as well. An additional label containing the legal requirement of 16 CFR 1633 will be required.

Turn Labels (for Double Sided Mattresses): Simple 1, 2, 3, 4, turn labels for each season of the year.

Finished sized and coil counts:

I Ithorica bizea ai	101 0011 00 0111001		
38" X 75"	544 coils	38" X 80"	595 coils(or equal)
53" X 75"	736 coils	53" X 80"	805 coils(or equal)
60" X 80"	910 coils		
76" X 80"	1155 coils		

Category I

UBS: Ultra Box Spring

**Box Spring Unit:** Leggett & Platt Web-lock Contract quality 90 coil 5-1/2 turn, 8-3/4 gauge high carbon steel coils. Steel grid top with heavy 3 gauge border rod of high carbon steel 13-1/2 gauge top wires. (**or Equal**)

Finished sized and reference coil counts:

38" X 75"	9 rows	63 coils
38" X 80"	10 rows	70 coils
53" X 75"	9 rows	90 coils
53" X 80"	10 rows	100 coils
60" X 80"	10 rows	110 coils
76" X 80"	10 rows	140 coils *
72" X 84"	10 rows	140coils *
		* 2 split foundations used

**Frame:** The foundation frame is constructed of seasoned or kiln-dried spruce, or its equivalent, and is warp-resistant. The Box Spring unit is permanently attached to the frame with 2 v-crown staples per coil. The frame is square and flat with 7 cross slats plus end slats. All corners are cut with a 2-3/8" radius and the bottom edges are chamfered with a 1/8 bevel. All frames have 2 center support rails. All end rails are reinforced with stiffeners to add to the rigidity of the frame. All wood stock is 11/16" minimum finished dimension. The end rails are 3-1/2" wide; the center rails, side rails and cross slats are 2-1/2" wide

The frame is securely nailed or stapled and comes either glued or braced for diagonal rigidity.

#### **Insulation and Upholstery:**

**Insulator:** A bonded cotton 1.9 oz. insulator pad is placed over the foundation and attached at 6 points. The corners are held out by "rolled cotton corner pieces" so that the unit tailors smooth and straight.

**Upholstery:** Pre-compressed, blended cotton felt upholstery which consists of unbroken, laminated, garneted felt of all new and unused material, (or equal).

Weight per size:

Tragile por bizor	· · · · · · · · · · · · · · · · · · ·
38" X 75"	4.00 pounds
53" X 75 "	5.50 pounds
38" X 80"	4.50 pounds
53" X 80"	6.50 pounds
60" X 80"	7.00 pounds
76" X 80"	4.50 pounds *
	*2 split Box Springs used
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**Border:** The border cover shall be quilted to Jones 685.75 Inherent fiber, **(or equal)** continental style to meet federal flammability regulation FF4 72/16CFR 1633.

**Ticking:** The ticking used on the border of the foundation shall be color coordinated to match the mattress ticking and quilted in compliance with 16 CFR 1633.

The top of the foundation is a non-skid fabric which is installed continental style to prevent the mattress from sliding and comply with 16 CFR 1633.

Corner Guard: Plastic corner guards are stapled to each corner of the frame.

**Dust Cover:** The bottom of the box spring is enclosed by a non-woven, seamless sheeting which is stapled to the perimeter of the frame.

**Identification**: Each Box Spring has a law label attached in compliance with the legal requirements of the state in which it was manufactured. Manufacturing date, location, and product codes are listed as well all legal requirements of 16 CFR 1633

### **Category I Premium**

(PHS): Premium Hospitality Sets, Mattress, or Box spring

Mattress unit: Leggett & Platt 580 coil LFK (or equal) open end offset coil design.

**Tempering:** Each coil is individually tempered and then the entire assembled unit is stress relieved at 450 degrees Fahrenheit.

**Insulator:** Jones bonded cotton insulator pad. 1.9 oz. sq. ft. The pad is a garneted cotton that has been needle punched pre-compressed and heat treated (or equal).

**Upholstery:** Pre-compressed, blended cotton felt upholstery which consists of unbroken, laminated, garneted felt of all new and unused material is placed over the insulator to the perimeter of the border wire.

Weight per size:

4.00 pounds
5.5 pounds
6.00 pounds
7.00 pounds
8.00 pounds
10.00 pounds

**Foam topper:** 2 layers of 7/16" polyurethane foam 1.6 density laid over the cotton **(or equal)** and secured in place with the quilted panel and flanging process.

**Quilting:** Shall be Multi-Needle style with 1 layer 1.2 density 21 lb. compression polyurethane foam 7/16" thick, 1 layer 1.6 density 21 lb. compression polyurethane foam 5/8" thick and a layer ¾ oz. 685.75 Jones Inherent Fire Barrier (**or equal**) quilted to the cover. This quilted panel shall form the Fire Barrier. 16 CFR 1633

Cover: The cover shall be a high quality damask cover.

**Flanging:** The flange consists of a strip of high tensile fabric, machine sewn 1" inside the outer hem of the top and bottom panels. The entire insulation and upholstery filling is securely anchored to the edge of the unit in the form of a snug inner roll by fastening the flanging material to the coils with hog rings.

**Border:** Borders are made of color coordinated ticking and are in one or two pieces with the ends securely sewn to each other. The border shall be quilted to Jones 685.75 Fire Barrier (or equal) to comply with 16 CFR 1633.

**Identification:** Each mattress has a law label attached in compliance with the legal requirements of the state in which it is manufactured. Manufacturing date, location, and product and warranty codes are listed as well. An additional label containing the legal requirement of 16 CFR 1633 will be required.

**Turn Labels (for Double Sided Mattresses):** Simple 1, 2, 3, 4, turn labels for each season of the year.

#### Finished sized and coil counts:

38" X 75"	408 coils	38" X 80"	434 coils
53" X 75"	580 coils	53" X 80"	620 coils
60" X 80"	713 coils		
76" X 80"	899 coils		

#### (PBS) Premium Box spring:

#### Leggett and Platt 90 coil Web lock Contract Box Spring (or equal)

Same box spring as Category I Ultra except price adjustments will be made for cover and flammability.

#### **Category I Standard:**

(SHS) Standard Hospitality Sets: Mattress, or Box spring

**Mattress unit:** Leggett & Platt 312 coil 13 ga. High Profile Bonnell innerspring. **(Or equal)** 

**Tempering:** Each coil is individually tempered and then the entire assembled unit is stress relieved at 450 degrees Fahrenheit.

**Insulator:** Jones bonded cotton insulator pad. (**or equal**) 1.9 oz. sq. ft. The pad is a garneted cotton that has been needle punched pre-compressed and heat treated. This pad shall be placed over the innerspring and wrapped over the border wire to cushion the edge.

**Upholstery:** Pre-compressed, blended cotton **(or equal)** felt upholstery which consists of unbroken, laminated, garneted felt of all new and unused material is placed over the insulator to the perimeter of the border wire.

Weight per size:

38" X 75"	4.00 pounds	
53" x 75"	5.5 pounds	
38" X 80"	6.00 pounds	
53" X 80"	7.00 pounds	·· •
60" X 80"	8.00 pounds	
76" X 80"	10.00 pounds	

**Foam topper:** 1 layers of 7/16" polyurethane foam 1.2 density laid over the cotton (or equal) and secured in place with the quilted panel and flanging process.

**Quilting:** Shall be Multi-Needle style with 1 layer 1.2 density 21 lb. compression polyurethane foam 7/16" thick, and a layer <sup>3</sup>/<sub>4</sub> oz. 685.75 Jones Inherent Fire Barrier (**or equal**) quilted to the cover. This quilted panel shall form the Fire Barrier. 16 CFR 1633.

Cover: The cover shall be a high quality damask cover.

**Flanging:** The flange consists of a strip of high tensile fabric, machine sewn 1" inside the outer hem of the top and bottom panels. The entire insulation and upholstery filling is securely anchored to the edge of the unit in the form of a snug inner roll by fastening the flanging material to the coils with hog rings.

**Border:** Borders are made of color coordinated ticking and are in one or two pieces with the ends securely sewn to each other. The border shall be quilted to Jones 685.75 Fire Barrier ( or equal) to comply with 16 CFR 1633.

**Identification:** Each mattress has a law label attached in compliance with the legal requirements of the state in which it is manufactured. Manufacturing date, location, and product and warranty codes are listed as well. An additional label containing the legal requirement of 16 CFR 1633 will be required.

**Turn Labels (for Double Sided Mattresses):** Simple 1, 2, 3, 4, turn labels for each season of the year.

#### Finished sizes and coil count

38" X 75"	216 coils	38" X 80"	234 coils
53" X 75"	312 coils	53" X 80"	338 coils
60" X 80"	390 coils		
76" X 80"	468 coils		

#### (SBS) Standard Box spring:

Leggett and Platt 90 coil Web lock Contract Box Spring (or equal)

Same box spring as Category I Ultra except the cover may be different or cost less.

#### Category II Hospital & Nursing Home fluid Resistant

Box springs for the following are the same quality as Category I Adjustment will be made for fluid resistant cover and flammability

NHI: Nursing Home innerspring with border wire

(This is a flat mattress, the border will not bend)

Mattress: 580 Coil Leggett & Platt LFK Innerspring high profile innerspring.

Or equal. (Same as Category I Premium)

Finished sizes and coil counts:

I II II OTTOG CIZED GITE DET TELEVISION		
38" X 75" 406 coils	38" X 80"	406 coils

**Insulation and Upholstery** 

<u>Insulator</u>: Jones Cotton insulator pad (**or equal**) of 1.9 oz/square foot shall be place over the innerspring and wrapped around the border wire to cushion the edge

<u>Upholstery</u>: Pre-compressed, blended cotton felt upholstery which consists of unbroken, laminated, garneted felt of all new and unused material is placed over the insulator to the perimeter of the border wire.

Weight per size: See Category 1

<u>Topper:</u> A 3/4 " layer of polyurethane foam at least 1.8 min. density shall be place over the cotton layers to the perimeter of the border wire.

16 CFR 1633 Compliance:

Integrity 30 Shall be placed over all the upholstery in such a way that it completely encapsulates the entire mattress forming the full fire barrier the fire barrier must consist of modacrylic/ Fiberglass/ polyester and shall be a tubular 1x1 rib knit with a weight of no less than 6.6 ounces but not greater than 7.3 ounces per linear yard. The ends of the barrier shall be completely closed with metal staples or F.R. thread.

<u>Ticking Selection:</u> The Mattress cover shall be SOFLUX-OX As (**or equal**) manufactured by Ventex, Inc. The Mattress ticking fabric must have a yarn size of no less than 190 but not greater than 250 denier. The polyurethane coating on the fabric will impart the qualities of waterproofness, anti-bacterial, anti-fungal, and A moisture vapor transmission rate of less than 350 but greater than 150 grams per meter squared over a 24 hour period. The ticking shall meet the requirements of NFPA 701 (small scale) and Cal 117. The mattress ticking must be PBDE-free and certified to be woven, dyed, coated ,finished and inspected in the USA.

All other specifications in reference to spring unit, border wire gauge, tempering, insulation, upholstery, flanging, border and identification are the same as Category I Premium.

Box spring: Contract quality box spring.

(Same box spring as Category I -- Price adjustments will be made for cover and flammability)

**Identification:** Each mattress has a law label attached in compliance with the legal requirements of the state in which it is manufactured. Manufacturing date, location, and product and warranty codes are listed as well. An additional label containing the legal requirement of 16 CFR 1633 will be required.

#### **CATEGORY II**

#### (EBI): Hospital or Nursing Home Electric Bed Innerspring

(This mattress will bend with electric bed)

<u>Mattress</u>: 312 Coil 13 ga. With Border wire removed ea. Side in such a way as to bend and conform to a Hospital bed.

<u>Insulator</u>: Jones Cotton insulator pad (**or equal**) of 1.9 oz/square foot shall be place over the innerspring and wrapped around the border wire to cushion the edge

<u>Upholstery</u>: Pre-compressed, blended cotton felt upholstery which consists of unbroken, laminated, garneted felt of all new and unused material is placed over the insulator to the perimeter of the border wire.

(Weight per size: (See Category I)

<u>Topper</u>: A ¾" layer of polyurethane foam at least 1.8 density shall be place over the cotton layers to the perimeter of the border wire.

#### 16 CFR 1633 Compliance:

Integrity 30 Shall be placed over all the upholstery in such a way that it completely encapsulates the entire mattress forming the full fire barrier the fire barrier must consist of modacrylic/ Fiberglass/ polyester and shall be a tubular 1x1 rib knit with a weight of no less than 6.6 ounces but not greater than 7.3 ounces per linear yard. The ends of the barrier shall be completely closed with metal staples or F.R. thread.

<u>Ticking Selection</u>: The Mattress cover shall be SOFLUX-OX As ( **or equal**) manufactured by Ventex, Inc. The Mattress ticking fabric must have a yarn size of no less than 190 but not greater than 250 denier. The polyurethane coating on the fabric will impart the qualities of waterproofness, anti-bacterial, anti-fungal, and A moisture vapor transmission rate of less than 350 but greater than 150 grams per meter squared over a 24 hour period. The ticking shall meet the requirements of NFPA 701 (small scale) and Cal 117. The mattress ticking must be PBDE-free and certified to be woven, dyed, coated, finished and inspected in the USA.

Border: Four (4) vents shall be placed in the border (2 ea. Side)

**Identification:** Each mattress has a law label attached in compliance with the legal requirements of the state in which it is manufactured. Manufacturing date, location, and

product and warranty codes are listed as well. An additional label containing the legal requirement of 16 CFR 1633 will be required.

#### **Finished sizes**

36" X 75"	
36" X 80"	
36" X 84"	

#### Category II

(PR6): Hospital or nursing Home 6" High Resilient Pressure Relief Foam.

**Core**: Laminated With 1 1/2" flat peaks.

<u>Top</u>: A HIGH RESILENT POLYURTHANE at least 2.6 lbs/ft minimum density per California Technical Bulletin No 117, firmness shall be 32 lb. Compression + or - 4 lbs. Thickness shall be 1-1/2 "convoluted with 1/2" base and 1" flat peaks.

Bottom: 4 1/2" Polyurethane 2.6 lbs. density 32 lb. compression + or - 4 lbs. firmness per California Technical Bulletin No. 117.

#### 16 CFR 1633 Compliance:

Integrity 30 shall be placed over all the upholstery in such a way that it completely encapsulates the entire mattress forming the full fire barrier the fire barrier must consist of modacrylic/ Fiberglass/ polyester and shall be a tubular 1x1 rib knit with a weight of no less than 6.6 ounces but not greater than 7.3 ounces per linear yard. The ends of the barrier shall be completely closed with metal staples or F.R. thread.

<u>Ticking Selection</u>: The Mattress cover shall be SOFLUX-OX As ( **or equal**) manufactured by Ventex, Inc. The Mattress ticking fabric must have a yarn size of no less than 190 but not greater than 250 denier. The polyurethane coating on the fabric will impart the qualities of waterproofness, anti-bacterial, anti-fungal, and A moisture vapor transmission rate of less than 350 but greater than 150 grams per meter squared over a 24 hour period. The ticking shall meet the requirements of NFPA 701 (small scale) and Cal 117. The mattress ticking must be PBDE-free and certified to be woven, dyed, coated, finished and inspected in the USA.

**Identification:** Each mattress has a law label attached in compliance with the legal requirements of the state in which it is manufactured. Manufacturing date, location, and product and warranty codes are listed as well. An additional label containing the legal requirement of 16 CFR 1633 will be required.

## **CATEGORY II Fluid Resistant Hospital or Nursing Home**

PR5: Hospital or nursing Home 5" High Resilient Pressure Relief Foam.

Core: Laminated With 1 1/2" flat peaks.

<u>Top</u>: A HIGH RESILENT POLYURTHANE at least 2.6 lbs/ft minimum density per California Technical Bulletin No 117, firmness shall be 32 lb. Compression + or - 4 lbs. Thickness shall be 1-1/2 " convoluted with 1/2" base and 1" flat peaks.

<u>Bottom</u>: 3 ½" Polyurethane 2.6 lbs. density 32 lb. compression + or - 4 lbs. firmness per California Technical Bulletin No. 117.

#### 16 CFR 1633 Compliance:

Integrity 30 Shall be placed over all the upholstery in such a way that it completely encapsulates the entire mattress forming the full fire barrier the fire barrier must consist of modacrylic/ Fiberglass/ polyester and shall be a tubular 1x1 rib knit with a weight of no less than 6.6 ounces but not greater than 7.3 ounces per linear yard. The ends of the barrier shall be completely closed with metal staples or F.R. thread.

<u>Ticking Selection</u>: The Mattress cover shall be SOFLUX-OX As ( **or equal**) manufactured by Ventex, Inc. The Mattress ticking fabric must have a yarn size of no less than 190 but not greater than 250 denier. The polyurethane coating on the fabric will impart the qualities of waterproofness, anti-bacterial, anti-fungal, and A moisture vapor transmission rate of less than 350 but greater than 150 grams per meter squared over a 24 hour period. The ticking shall meet the requirements of NFPA 701 (small scale) and Cal 117. The mattress ticking must be PBDE-free and certified to be woven, dyed, coated, finished and inspected in the USA.

**Identification:** Each mattress has a law label attached in compliance with the legal requirements of the state in which it is manufactured. Manufacturing date, location, and product and warranty codes are listed as well. An additional label containing the legal requirement of 16 CFR 1633 will be required.

### **CATEGORY III---Dormitory Fluid Resistant**

## (DIM) Dormitory Innerspring Mattress (or Nursing Home)

<u>Mattress</u>: 312 Coil 13 ga. Leggett & Platt Bonnell Innerspring. (**Or equal**).

#### Finished sizes and coil counts:

I II II STICU SIZCS AND CON COUNT	
36" X 75	207 coils
36" X 80	225 coils
38" X 75"	216 coils
38" X 80"	234 coils

## **Insulation and Upholstery**

<u>Insulator</u>: Jones Cotton insulator pad ( **or equal**) of 1.9 oz/square foot shall be place over the innerspring and wrapped around the border wire to cushion the edge

<u>Upholstery</u>: Pre-compressed, blended cotton felt upholstery which consists of unbroken, laminated, garneted felt of all new and unused material is placed over the insulator to the perimeter of the border wire.

(Weight per size: (See Category I)

<u>Topper:</u> A 3/4 " layer of polyurethane foam at least 1.8 min. density shall be place over the cotton layers and wrapped around the border wire to cushion the edge.

16 CFR 1633 Compliance:

Integrity 30 Shall be placed over all the upholstery in such a way that it completely encapsulates the entire mattress forming the full fire barrier the fire barrier must consist of modacrylic/ Fiberglass/ polyester and shall be a tubular 1x1 rib knit with a weight of no less than 6.6 ounces but not greater than 7.3 ounces per linear yard. The ends of the barrier shall be completely closed with metal staples or F.R. thread.

Ticking Selection: The Mattress cover shall be SOFLUX-OX As ( or equal ) manufactured by Ventex, Inc. The Mattress ticking fabric must have a yarn size of no less than 190 but not greater than 250 denier. The polyurethane coating on the fabric will impart the qualities of waterproofness, anti-bacterial, anti-fungal, and A moisture vapor transmission rate of less than 350 but greater than 150 grams per meter squared over a 24 hour period. The ticking shall meet the requirements of NFPA 701 (small scale) and Cal 117. The mattress ticking must be PBDE-free and certified to be woven, dyed, coated ,finished and inspected in the USA.

**Identification:** Each mattress has a law label attached in compliance with the legal requirements of the state in which it is manufactured. Manufacturing date, location, and product and warranty codes are listed as well. An additional label containing the legal requirement of 16 CFR 1633 will be required.

## Category III (DM6)— 6" Dormitory Mattress High Resilient Foam

(DM6) Mattress: High Resilient Foam Mattress 6 "thick full depth foam. Meets Cal 117

**Finished sizes** 

6" X 36" X 75"	
6" X 36" X 80"	6" X 38" X 75"
6" X 36" X 84"	6" X 38" X 80"

**Core:** High Resilient Polyurethane Foam 1.8 lbs/ft minimum density per California Technical Bulletin No 117, firmness shall be 32 lb. Compression + or - 4 lbs. Thickness shall be 6".

16 CFR 1633 Compliance:

Integrity 30 Shall be placed over all the upholstery in such a way that it completely encapsulates the entire mattress forming the full fire barrier the fire barrier must consist of modacrylic/ Fiberglass/ polyester and shall be a tubular 1x1 rib knit with a weight of no less than 6.6 ounces but not greater than 7.3 ounces per linear yard. The ends of the barrier shall be completely closed with metal staples or F.R. thread.

**Ticking Selection:** The Mattress cover shall be SOFLUX-OX As ( **or equal** ) manufactured by Ventex, Inc. The Mattress ticking fabric must have a yarn size of no less than 190 but not greater than 250 denier. The polyurethane coating on the fabric will impart the qualities of waterproofness, anti-bacterial, anti-fungal, and A moisture vapor transmission rate of less than 350 but greater than 150 grams per meter squared over a 24 hour period. The ticking shall meet the requirements of NFPA 701 (small scale) and Cal 117. The mattress ticking must be PBDE-free and certified to be woven, dyed, coated, finished and inspected in the USA.

**Identification:** Each mattress has a law label attached in compliance with the legal requirements of the state in which it is manufactured. Manufacturing date, location, and product and warranty codes are listed as well. An additional label containing the legal requirement of 16 CFR 1633 will be required. containing the legal requirements of 16 CFR 1633 will be required.

#### Category III (DM5) -- 5" Dormitory Mattress (Or Correctional)

(DM5) High Resilient Foam Mattress Fluid Resistant

Mattress: High Resilient Foam Mattress 5 " thick full depth foam. Meets Cal 117

#### Finished sizes

5" X 36" X 75"	
5" X 36" X 80"	5" X 38" X 75"
5" X 36" X 84"	5" X 38" X 80"

**Core:** High Resilient Polyurethane Foam 2.0 lbs/ft minimum density per California Technical Bulletin No 117, firmness shall be 32 lb. Compression + or - 4 lbs. Thickness shall be 5".

#### 16 CFR 1633 Compliance:

Integrity 30 Shall be placed over all the upholstery in such a way that it completely encapsulates the entire mattress forming the full fire barrier the fire barrier must consist of modacrylic/ Fiberglass/ polyester and shall be a tubular 1x1 rib knit with a weight of no less than 6.6 ounces but not greater than 7.3 ounces per linear yard. The ends of the barrier shall be completely closed with metal staples or F.R. thread.

<u>Ticking Selection</u>: The Mattress cover shall be SOFLUX-OX As ( **or equal** ) manufactured by Ventex, Inc. The Mattress ticking fabric must have a yarn size of no less than 190 but not greater than 250 denier. The polyurethane coating on the fabric will impart the qualities of waterproofness, anti-bacterial, anti-fungal, and A moisture vapor transmission rate of less than 350 but greater than 150 grams per meter squared over a 24 hour period. The ticking shall meet the requirements of NFPA 701 (small scale) and Cal 117. The mattress ticking must be PBDE-free and certified to be woven, dved, coated, finished and inspected in the USA.

**Identification:** Each mattress has a law label attached in compliance with the legal requirements of the state in which it is manufactured. Manufacturing date, location, and

product and warranty codes are listed as well. An additional label containing the legal requirement of 16 CFR 1633 will be required.

## Category IV (DM5) Correctional Fluid resistant: (Same as Dormitory)

**DM5** --- 5" Correctional High Resilient foam Mattress (Same as Dormitory)

<u>Mattress</u>: High Resilient Foam Mattress 5 "thick full depth foam. Meets Cal 117

#### Finished sizes

5" X 36" X 75"	
5" X 36" X 80"	5" X 38" X 75"
5" X 36" X 84"	5" X 38" X 80"

**Core:** High Resilient Polyurethane Foam 2.0 lbs/ft minimum density per California Technical Bulletin No 117, firmness shall be 32 lb. Compression + or - 4 lbs. Thickness shall be 5".

#### 16 CFR 1633 Compliance:

Integrity 30 Shall be placed over all the upholstery in such a way that it completely encapsulates the entire mattress forming the full fire barrier the fire barrier must consist of modacrylic/ Fiberglass/ polyester and shall be a tubular 1x1 rib knit with a weight of no less than 6.6 ounces but not greater than 7.3 ounces per linear yard. The ends of the barrier shall be completely closed with metal staples or F.R. thread.

<u>Ticking Selection</u>: The Mattress cover shall be SOFLUX-OX As ( **or equal** ) manufactured by Ventex, Inc. The Mattress ticking fabric must have a yarn size of no less than 190 but not greater than 250 denier. The polyurethane coating on the fabric will impart the qualities of waterproofness, anti-bacterial, anti-fungal, and A moisture vapor transmission rate of less than 350 but greater than 150 grams per meter squared over a 24 hour period. The ticking shall meet the requirements of NFPA 701 (small scale) and Cal 117. The mattress ticking must be PBDE-free and certified to be woven, dyed, coated, finished and inspected in the USA.

**Identification:** Each mattress has a law label attached in compliance with the legal requirements of the state in which it is manufactured. Manufacturing date, location, and product and warranty codes are listed as well. An additional label containing the legal requirement of 16 CFR 1633 will be required.

## Category IV (DM4) Correctional Fluid resistant:

**DM4** ---4" Correctional High Resilient foam (Same as Dormitory)

<u>Mattress</u>: High Resilient Foam Mattress 4 "thick full depth foam. Meets Cal 117

#### Finished sizes

4" X 36" X 75"	
4" X 36" X 80"	
4" X 36" X 84"	

Core: High Resilient Polyurethane Foam 2.0 lbs/ft minimum density per California Technical Bulletin No 117, firmness shall be 32 lb. Compression + or - 4 lbs. Thickness shall be 4".

#### 16 CFR 1633 Compliance:

Integrity 30 Shall be placed over all the upholstery in such a way that it completely encapsulates the entire mattress forming the full fire barrier the fire barrier must consist of modacrylic/ Fiberglass/ polyester and shall be a tubular 1x1 rib knit with a weight of no less than 6.6 ounces but not greater than 7.3 ounces per linear yard. The ends of the barrier shall be completely closed with metal staples or F.R. thread.

Ticking Selection: The Mattress cover shall be SOFLUX-OX As ( or equal ) manufactured by Ventex, Inc. The Mattress ticking fabric must have a yarn size of no less than 190 but not greater than 250 denier. The polyurethane coating on the fabric will impart the qualities of waterproofness, anti-bacterial, anti-fungal, and A moisture vapor transmission rate of less than 350 but greater than 150 grams per meter squared over a 24 hour period. The ticking shall meet the requirements of NFPA 701 (small scale) and Cal 117. The mattress ticking must be PBDE-free and certified to be woven, dyed, coated, finished and inspected in the USA.

Identification: Each mattress has a law label attached in compliance with the legal requirements of the state in which it is manufactured. Manufacturing date, location, and product and warranty codes are listed as well. An additional label containing the legal requirement of 16 CFR 1633 will be required.

Bed Pillows (anti microbial)

Ticking:

Shall be fabricated from striped, all cotton twill, a blend of 65% polyester and 35% cotton, in a twill weave for uncoated pillows, Staphchek XL, 10-1/2 ounce for coated pillows or equal. After complete sizing and finishing, materials shall be at least 7 ounces per square yard. Shall be flame resistant, preshrunk and residual shrinking shall not exceed 1% in wrap or filling.

Filling:

Shall be 100% solid molded polyester fiber filled. Dupont Dacron Hollofil; Pollatex or equal. Anti-micro bacterial; flame resistant; odorless; nonallergenic; stain, mildew and moisture resistant thread: shall be nylon or comparable thread of sufficient strength to insure fast seams to securely close finished item.

Weight:

Regular firmness pillows shall weigh 24 ounces minimum. Extra firm pillows shall weigh 32 ounces minimum.

Size of cover: Finished overall size of cover, when flat and before filling, shall measure 21 inches by 27 inches (plus/minus 1 inch in length and width) and be of rectangular shape.

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Department of Administration Purchasing Division Building 15 2019 Washington Street, East Charleston, WV 25305-0130

Bids must contain this information on the face of the envelope or the bid may not be considered:

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Buyer:

32

Req. No.

BEDDING12

Bid opening date and time:

End of RFQ BEDDING12

Total: \$\_\_\_\_\_

Category I Style (UHS) Ultra Hospitality Sets				
Category I Size	1 1	6 Sets	ie (OHS) Olita F	7 + Sets
Size	Dble Sided	Single Sided	Dble Sided	Single Sided
38" X 75"	0.000			<u> </u>
38" X 80"				
53" X 75"				
53" X 80"				
60" X 80"				
76" X 80"				
Size	1-6 N	lats Only	7 + Mats Only	
	Dble Sided	Single Sided	Dble Sided	Single Sided
38" X 75"				
38" X 80"				
53" X 75"				
53" X 80"				
60" X 80"				
76" X 80"				
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38" X 75 <u>"</u>				
38" X 80"				
53" X 75"				
53" X 80"				
60" X 80"				
76" X 80"				
Category I			(PBS) Premium	n Hospitality Sets
Size	1 -	6 Sets		7 + Sets
38" X 75"				
38" X 80"				
53" X 75"				
53" X 80"				
60" X 80"				
76" X 80"				7 . 11
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38" X 75"				
38" X 80"	<u> </u>			
53" X 75"				
53" X 80"				
60" X 80" 76" X 80"			-	
76" X 80 Size	1 - 6 Boy	Springs Only	<u> </u>	7 + Box Springs Only
38" X 75"	1 - 0 130%	opinigs only		, DONO DE LA CONTRACTION DEL CONTRACTION DE LA C
38" X 80"				
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60" X 80"	<del> </del>			
76" X 80"				
		Stylo	(CUC) Standard Hasnitality Sate	
Category I	4	Style (SHS) Standard Hospitality Sets 1 - 6 Sets 7 + Sets		7 + Sets
Size	Dble Sided	Single Sided	Dble Sided	Single Sided
38" X 75"	DDIO OIGGG			
38" X 80"				
53" X 75"			1	
53" X 80"				
60" X 80"				
76" X 80"				
	1-6	Viats Only		7 + Mats Only
Size	Dble Sided	Single Sided	Dble Sided	Single Sided
38" X 75"				
38" X 80"				
54" X 75"	<del></del>		1	

54" X 80"		
60" X 80"		
76" X 80"		
Size	1 - 6 Box Springs Only	7 + Box Springs Only
38" X 75"		
38" X 80"		
54" X 75"	<del></del>	
54 X /5		
54" X 80"		
60" X 80"		<u> </u>
76" X 80"		
Category II	Style (Ni	II) Nursing Home Innerspring
Size	1 - 6 Sets	7 + Sets
38" X 75"		
38" X 80"		
54" X 75"		
Size	1 - 6 Mats Only	7 + Mats Only
38" X 75"		
38" X 80"	•	
54" X 75"		
Size	1 - 6 Box Springs Only	7 + Box Springs Only
38" X 75"	. a pad ahrunga anak	
38" X 80"		
54" X 75"		
Category II		Style (EBI) Electric Bed Innerspring
Size	1 - 6 Mats Only	7 + Mats Only
36" X 75"		
38" X 80"		
38 X 80		
54" X 75"		
Category II		Style (PR6) 6" Pressure Relief Mattress
Size	1 - 6 Mats Only	7 + Mats Only
36" X 75"		
36" X 80"		
		TOTAL
36" X 84"		
38" X 75"		
38" x 80"		
Category II		Style (PRS) 5" Pressure Relief Foam
Size	1 - 6 Mats Only	7 + Mats Only
36" X 75"		
36" X 80"		
36" X 84"		
38" X 75"		
38" x 80"		
Category III		Style (DIM) Dormitory Interspring Mattress
Size	1 - 6 Mats Only	7 + Mats Only
	1 - U mais Omy	1 · mate only
36" X 75"		
36" X 80"		
38" X 75"		
38" x 80"		
Category III		Style (DM6 ) 6" Resilient Foam Mattress
Category III	4 C Mate Only	7 + Mats Only
Size	1 - 6 Mats Only	7 - mais only
36" X 75"		
36" X 80"		
36" X 84"		
38" X 75"		
38" x 80"		
		Chile (DME ) Ell Daciliant From Matters
Category III		Style (DM5 ) 5" Resilient Foam Mattress
Size	1 - 6 Mats Only	7 + Mats Only
36" X 75"		
36" X 80"		
36" X 84" 38" X 75"		

#### BEDDING12 PRICING PAGES

38" x 80"				
Category IV	Style (DM5 ) 5" High Resilient Foam Mattress			
Size	1 - 6 Mats Only	7 + Mats Only		
36" X 75"				
36" X 80"				
36" X 75"				
Category IV	Style (DM5 ) 4" High Resilient Foam			
Size	1 - 6 Mats Only	7 + Mats Only		
36" X 75"				
36" X 80"				
36" X 75"				

#### **CATEGORY V**

#### **Pillows**

Item	Unit price	Amount
Pillow: extra firm breathable	\$	\$
Pillow: reg. firm non breathable	\$	\$
Pillow: extra firm non-breathable	\$	\$
Pillow: reg. firm breathable	\$	\$

Fax No.	Contact Coordinato	r
Telephone No.	 _	
Toll Free Phone No.	Signature:	
•	-	
E-mail:	Date:	

## 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.

Date:	Title:
	r:Signed:
and a	r penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true ccurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate ges during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
author the red deem	omission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and rizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid quired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information ed by the Tax Commissioner to be confidential.
require agains or ded	r understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the sements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty st such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency jucted 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,
	ing the date of this certification; <b>or</b> ,  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; <b>or</b> ,  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; <b>or</b> ,
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-

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

RFQ No. BEDDINGIA

## 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	te:
State of		
County of, to-wit:		
Taken, subscribed, and sworn to before me this de	ay of	, 20
My Commission expires	. 20	
AFFIX SEAL HERE	NOTARY PUBLIC	