



**State of West Virginia  
Department of Administration  
Purchasing Division**

**NOTICE**

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

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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

RFQ NUMBER:  
**SYSFURN10**

PAGE:  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JO ANN ADKINS  
 304-558-8802**

VENDOR

\*709044350 304-344-1231  
 CONTEMPORARY GALLERIES OF WV I  
 1210 SMITH STREET  
 CHARLESTON WV 25301

SHIP TO

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 11/04/2010   |               |          |        |               |

BID OPENING DATE: **12/14/2010** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| <b>REQUEST FOR QUOTATION</b><br><br>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A<br>BLANKET OPEN-END STATEWIDE CONTRACT FOR SYSTEMS<br>FURNITURE AND ALL OTHER TYPES OF OFFICE FURNITURE.<br><br>*****NOTICE*****<br><br>MANDATORY PRE-BID MEETING ON 11/15/2010 AT 10:00AM<br>LOCATED IN THE PURCHASING DIVISION CONFERENCE<br>ROOM LOCATED IN BUILDING 15, 2019 WASHINGTON ST.E.,<br>CHARLESTON, WV.<br>*****<br><br>INQUIRIES<br><br>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF<br>BUSINESS ON THURSDAY, NOVEMBER 11, 2010. QUESTIONS<br>MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL.<br>IN ORDER TO ASSURE NO ONE VENDOR RECEIVED AN UNFAIR<br>ADVANTAGE, NO SUBSTANTICE QUESTIONS WILL BE ANSWERED<br>ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED.<br>ADDRESS INQUIRIES TO:<br><br>JO ANN ADKINS<br>DEPARTMENT OF ADMINISTRATION<br>PURCHASING DIVISION<br>2019 WASHINGTON STREET, EAST<br>CHARLESTON, WV 25305<br>FAX: 304.558.4115<br>E-MAIL: JO.A.ADKINS@WV.GOV<br><br>ATTACHMENTS: |          |     |         |             |            |        |

**RECEIVED**  
 2010 DEC 20 A 11:20  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                |                           |                                   |
|--------------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br><i>Paul Sauer</i> | TELEPHONE<br>304-344-1231 | DATE<br>12/20/10                  |
| TITLE<br>SALES DIRECTOR        | FEIN<br>550524447         | 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.

**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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# Request for Quotation

RFQ NUMBER  
**SYSFURN10**

PAGE  
**2**

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 304-558-8802**

\*709044350 304-344-1231  
**CONTEMPORARY GALLERIES OF WV I  
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**CHARLESTON WV 25301**

**ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
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| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
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| 0001   | 1        | JB  |        | 425-94      |            |        |
| <p>1. SYSFURN10 SPECIFICATIONS<br/>           2. EXHIBIT A - VENDORS MUST USE THIS EXHIBIT TO LIST ALL CATALOGS BEING BID AND THE DISCOUNT FOR EACH. VENDORS SHOULD COMPLETE ALL INFORMATION REQUESTED. THE DESIGN FEE AND LABOR RATE FOR ANY REARRANGEMENT MUST BE SHOWN. THESE RATES CANNOT EXCEED \$50.00/HOUR.<br/>           3. CERTIFICATION PAGE - SHOULD BE SIGNED AND RETURNED WITH BID. NO AWARD WILL BE DONE WITHOUT THIS CERTIFICATION.<br/>           4. AFFIDAVIT - SHOULD BE SIGNED AND RETURNED WITH BID. NO AWARD WILL BE MADE WITHOUT THE AFFIDAVIT.<br/>           *****<br/>           THIS TO PROVIDE FURNITURE TO ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS. THE STATE OF WEST VIRGINIA DEPARTMENT OF CORRECTIONS IS AUTHORIZED TO FURNISH AND SUPPLY OFFICE FURNITURE TO THE STATE AGENCIES. IT IS NOT THE INTENT OF THIS CONTRACT TO SUPERCEDE THE RIGHTS OF THE DEPARTMENT OF CORRECTIONS. ALL STATE AGENCIES ARE TO CONTACT THE WV DEPARTMENT OF CORRECTIONS, PRISON INDUSTRIES TO DETERMINE IF THE SAME OR SIMILAR ITEM IS AVAILABLE FROM THE DEPARTMENT OF CORRECTIONS.<br/>           *****</p> |          |     |        |             |            |        |
| <p>OFFICE FURNITURE, PANEL SYSTEMS, CHAIRS, ETC.</p>   |          |     |        |             |            |        |
| <p>*****<br/>           INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE</p>   |          |     |        |             |            |        |

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| SIGNATURE | TELEPHONE | DATE |
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| <p><b>COVERAGE REQUIRED IS \$1,000,000.</b><br/>           *****</p> <p><b>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE<br/>           A CERTIFICATE OF WORKER'S COMPENSATION IF SUCCESSFUL.</b></p> <p><b>THE DISCOUNT PRICES INCLUDE DELIVERY AND INSTALLATION.<br/>           ALL ITEMS ARE TO BE FULLY ASSEMBLED AND INSTALLED<br/>           ON-SITE IN THE LOCATION DETERMINED BY THE AGENCY. THE<br/>           VENDOR SHALL CHECK FOR DAMAGE, CLEAN AND ADJUST ALL<br/>           FURNITURE SYSTEMS, AND MUST REMOVE ALL DEBRIS FROM THE<br/>           PREMISES. ANY ITEM FOUND TO BE DAMAGED OR OTHERWISE<br/>           UNACCEPTABLE SHALL BE REPAIRED OR REPLACED TO THE<br/>           SATISFACTION OF THE AGENCY. DEBRIS AND PACKING<br/>           MATERIALS ARE TO BE PROPERLY DISPOSED OF BY THE VENDOR<br/>           AT ITS EXPENSE AND SHALL NOT BE LEFT AT THE JOB SITE.</b></p> <p><b>ALL ITEMS FURNISHED IN CONJUNCTION WITH THIS CONTRACT<br/>           SHALL BE NEW. REFURBISHED AND/OR REFINISHED ITEMS<br/>           SHALL NOT BE ACCEPTABLE. AN INSTALLATION SHALL MEAN<br/>           ALL COMPONENTS, TOOLS, HARDWARE, LABOR, ETC.<br/>           NECESSARY TO PROVIDE A COMPLETE INSTALLATION.</b></p> <p><b>EXHIBIT 3</b></p> <p><b>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON<br/>           .....AND EXTENDS FOR A PERIOD OF ONE (1)<br/>           YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS<br/>           NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE<br/>           ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL<br/>           NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE<br/>           TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY<br/>           REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS</b></p> |          |     |         |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
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| <p><b>WRITTEN NOTICE.</b></p> <p><b>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</b></p> <p><b>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.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</b></p> <p><b>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.)</b></p> <p><b>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.</b></p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
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**5**

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| <p><b>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 VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</b></p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>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.</b></p> <p><b>EXHIBIT 10</b></p> <p style="text-align: center;"><b>REQUISITION NO.: .....</b></p> <p><b>ADDENDUM ACKNOWLEDGEMENT</b></p> <p><b>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</b></p> <p><b>ADDENDUM NO.'S:</b></p> <p><b>NO. 1</b> ✓ .....</p> <p><b>NO. 2</b> ✓ .....</p> |          |     |          |             |            |        |

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**6**

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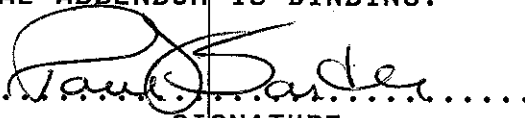
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|   | NO. 3 ✓ ..... |     |         |             |            |        |
|   | NO. 4 .....   |     |         |             |            |        |
|   | NO. 5 .....   |     |         |             |            |        |
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <br/>           SIGNATURE<br/>           CONTEMPORARY GALLERIES<br/>           COMPANY<br/>           ..... 12/17/10 .....<br/>           DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON NOVEMBER 15, 2010 AT 10:00 A.M. IN THE PURCHASING DIVISION CONFERENCE ROOM</p> |               |     |         |             |            |        |

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|---|----------|-----|---------|-------------|------------|--------|
|   |          |     |         |             |            |        |
| <p>LOCATED IN BUILDING 15, 2019 WASHINGTON STREET, EAST, CHARLESTON, WV.<br/>           INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA</p> |          |     |         |             |            |        |

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'



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

# Request for Quotation

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|------------------|
| RFQ NUMBER       |
| <b>SYSFURN10</b> |

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| PAGE     |
| <b>8</b> |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| <b>JO ANN ADKINS<br/>304-558-8802</b>  |

VENDOR

\*709044350 304-344-1231  
 CONTEMPORARY GALLERIES OF WV I  
 1210 SMITH STREET  
 CHARLESTON WV 25301

SHIP TO

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

| DATE PRINTED      | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-------------------|---------------|----------|--------|---------------|
| <b>11/04/2010</b> |               |          |        |               |

BID OPENING DATE: **12/14/2010** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:<br/> <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION<br/>         PURCHASING DIVISION<br/>         BUILDING 15<br/>         2019 WASHINGTON STREET, EAST<br/>         CHARLESTON, WV 25305-0130</p> <p>BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: SYSFURN10</p> <p>BID OPENING DATE: 12/14/2010</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

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| RFQ NUMBER       |
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| <b>9</b> |

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|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF      |
| <b>JO ANN ADKINS</b><br><b>304-558-8802</b> |

VENDOR

**\*709044350      304-344-1231**  
**CONTEMPORARY GALLERIES OF WV I**  
**1210 SMITH STREET**  
  
**CHARLESTON WV 25301**

SHIP TO

**ALL STATE AGENCIES**  
**AND POLITICAL SUBDIVISIONS**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

| DATE PRINTED      | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-------------------|---------------|----------|--------|---------------|
| <b>11/04/2010</b> |               |          |        |               |

BID OPENING DATE: **12/14/2010**      BID OPENING TIME **01:30PM**

| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE     | AMOUNT |
|---|----------|-----|--------|-------------|----------------|--------|
| BID OPENING TIME:<br>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:<br>-----<br><b>304-344-1262</b><br>-----<br>CONTACT PERSON (PLEASE PRINT CLEARLY):<br>-----<br><b>JENNIFER KIRKPATRICK</b><br>----- |          |     |        |             | <b>1:30 PM</b> |        |
| ***** THIS IS THE END OF RFQ SYSFURN10 ***** 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'

## SCOPE

This is a pre-qualification request for quotation. In order to meet the needs of West Virginia State Agencies, each bidder meeting the qualifications and specifications shall be awarded a contract.

The purpose is to establish contracts for the purchase of systems furniture, filing cabinets, desks, chairs, tables, and other furniture needs of the office environment. Goal will be to establish one contract for each manufacturer and to allow each agency furniture styles that meet their needs. If the contract vendor is a distributor, and their contract with the manufacturer has territory restrictions, more than one contract may be required to allow coverage of the entire State. If the contract is written to a manufacturer, distributor territory responsibility will be the sole responsibility of the manufacturer.

The successful vendor(s) shall be the contract holder. All orders shall be issued to that entity; all invoices shall be required from that contract holder; all payment shall be made to that same contract holder. **Dealers who are not contract holders shall not request West Virginia State Agencies to issue a purchase order to other than the contract holder!**

If the manufacturer is the contract holder, any relationship between that party and a servicing dealer shall be strictly between those parties. SYSFURN contracts with manufacturers shall not list dealers.

## PRE-BID Meeting

A mandatory pre-bid meeting is scheduled for November 15, 2010 at 10:00 a.m. in the Purchasing Division Conference Room located at Building 15, 2019 Washington Street, East, Charleston, WV 25305. **Only vendors represented at this meeting shall be able to submit bids. Failure to attend the pre-bid conference shall disqualify a bidder from bidding on this contract.** No person can represent more than one bidder.

## QUESTIONS

Questions will be accepted until November 11, 2010. Questions are to be e-mailed to: Jo.a.adkins@wv.gov; or faxed to (304) 558-4115.

E-mail is the preferred method of receiving questions.

**Note:** Questions will be accepted and discussed at the pre-bid meeting; and upon resolution, applicable changes, if any, will be made to these specifications.

## BID PREPARATION

No obligation exists for any costs incurred in preparation of the response for this request for quotation.

Two sets of price books, or price lists, or CD's should be attached to your quotation.

## VENDOR ELIGIBILITY

This contract shall be limited to lines of furniture that include systems furniture, desks, file cabinets, bookcases and chairs. Manufacturers of lines that only include or cover part of these components (such as desks and/or chairs) are not eligible to bid on this contract unless such a firm has a contract with either a systems manufacturer or with a dealer (who attended the mandatory pre-bid). If a company has a subsidiary such as Kimball/National, the same bidder MAY bid both lines. Contracts shall not be awarded separately to a manufacturer without a system furniture line that meets the SYSFURN10 specifications. "Partnership" or "Alliance" companies with system furniture dealers or manufacturers may be included, either through a systems manufacturer or dealer who attended the mandatory pre-bid meeting.

In addition to compliance with this specification, all bidders shall offer a range of panel and work surface sizes and accessories consistent with general industry standards. Offerings shall include, but are not limited to: Transaction work surfaces, keyboard surfaces, various configurations of tables, flipper door cabinets, shelves with dividers, suspended drawer storage, stand alone drawer storage, mobile drawer storage, desks, task lighting, marker boards, tack boards, coat hooks, wire management, drawer accessories, paper management, electronic support accessories, tables, seating and a minimum of four (4) categories of fabric. If panel system does not meet specifications, you are not eligible under this contract. Bidders shall not offer fabrics that do not meet Class A Flammability Requirements.

Prior to any contract award, vendors shall furnish Workers Compensation certificates and proof of insurance.

## I. CLASSIFICATION

### TYPE I - Acoustical Panels

Style A - Communications panel with raceway for running wires and cables to adjacent panels

Style B - Electrified panels with raceway and electrical outlets

### TYPE II - Non-Acoustical Panels

Style A - Communications panel with raceway for running wires and cables to adjacent panels

Style B - Electrified panels with raceway and electrical outlets

## II. APPLICABLE STANDARDS

The following documents of latest issue in effect on the date of the Request for Quotations shall form part of this specification to the extent described in REQUIREMENTS:

ASTM-C423 - Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method

ASTM-E84 - Test for Surface Burning Characteristics of Building Materials  
American Society For Testing and Materials (ASTM)  
1916 Race Street  
Philadelphia, PA 19103

NEMA-LD3-1985 - HIGH PRESSURE DECORATIVE LAMINATES

National Electrical Manufacturer's Association (NEMA)  
2101 L. Street N.W.  
Washington, DC 20037

ANSI/BIFMA X5.6-1986 American National Standard for Office Furnishings Panel Systems Test

American National Standards Institution  
1430 Broadway  
New York, NY 10018

## III. REQUIREMENTS

### A. GENERAL REQUIREMENTS FOR ALL TYPES OF PANELS

**Note:** In all references to drawings provided, it is the intent for the vendor to supply drawings to the agency.

#### 1. Design

The open plan office system furnished under this specification shall be of the manufacturer's current standard production. The manufacturer shall offer the office open plan office system(s) to commercial and/or industrial users for a minimum period of two years. Upon request by the State, the manufacturer shall furnish references (users of the system(s) offered), to include names, telephone numbers, and addresses. The State will survey users of the proposed system to determine the long-term performance and reliability characteristics of the system. The State reserves the right to reject the system on the analysis of this information. It is the responsibility of the bidder to prove to the satisfaction of the State that the proposed system does in fact meet long-term performance and reliability standard.

- b) Panels shall be of the manufacturer's standard design. They shall be Style A, Communications or B, Electrified as specified.
- c) The raceway cover shall be securely held in place.

**Notes:** The same raceway may be used for both communication wires and electrical wires. If electrical system is in addition to the panel, (electrical is ordered separate and added to the panel in the field), vendor should so state and indicate the price for having the addition made.

## 2. Flammability

All panel constructions are to meet Class 1 or A flammability rating, in accordance to ASTM E-84 test method. See Section VI, Acceptance Evaluation and Quality Assurance.

## 3. Installation

Panel attachments must be designed so that users may easily be able to add and rearrange panel configurations without specialized help and/or tools and maintain original system strength and rigidity.

Connection shall provide for assembling panels in 2-way, 3-way or 4-way intersections. All panels must be individually removable without dismantling or moving adjacent panels.

Panels shall be mounted a maximum 1" off the floor for maximum noise isolation. If building conditions do not allow installation with only this distance from the floor, the vendor must get a variance from this requirement before proceeding with the installation.

When assembled, panels shall be free-standing and self-supporting; no connections to the walls, ceiling or floor shall be made without agreement with agency representative.

The dimensions and layout shall be as indicated on drawing included with the specifications. Drawings must be furnished by the vendor so the agency has a clear understanding of their purchase; panel sizes shall be as listed in the specifications. The vendor shall be responsible for verification of component quantities and sizes as set forth.

#### 4. Construction

##### a) Frame

The frame shall be constructed in such a manner that it will support hang-on components, work surfaces, etc. with attendant loads, without warping, bending, flexing or breaking.

##### b) Fabric Covering

The fabric shall be applied smoothly and wrinkle free and the weave shall be straight with the panel. It shall be attached to the frame by a removable spline or other satisfactory method that will allow removal and replacement of fabric as required. No seams or fabric joints shall be visible in faces of panels unless required for special designs. Bidders shall not offer fabrics that do not meet Class A Flammability Requirements.

##### c) Vertical Support Standards

The standard shall be capable of supporting a worktop with two hanging pedestals loaded in accordance with “work surfaces with supported drawers’ test ANSI/BIFMA X.5.6 1993) and meeting the acceptance level specified. Work surfaces shall be adjustable in height within a minimum range of 25”-40” in increments no greater than 1-1/4”.

##### d) Wire Management

Panels shall be supplied in style A, communications, or B, electrified as described below.

Style A communications panels shall be communications panel with raceway to accommodate electric and/or communications cables to allow passage to adjacent panels.

Style B panels shall be electrified panels with raceways and a minimum of two pre-wired electric outlets on each side.

The raceway shall be able to accommodate all power requirements specified and 8 – 10 minimum Cat 5 or Cat 6 cables.

Style A and B panels shall also serve as in-feed panels equipped with a means of concealing cables entering from the ceiling, walls or floor.



All Style B electrified panels shall have an eight-wire, four circuit supply. All electrical components shall meet current UL and local code requirements. If the electrical system is an 8 wire UL approved, it is acceptable.

e) Panel Connections

All panel connections and perimeter framing components are to be fastened by interlocking concealed connectors and shall have smooth, tight fitting connections. No special tools shall be required for assembly or dismantling.

All connections between adjacent panels in straight runs and at intersections shall be light proof.

f) Components.

All components of panels, e.g. clips, splines, connectors, feet, posts, levelers, etc., shall be of manufacturer's standard inventory and shall be available for purchase by the user for the life of the system.

**NOTE:** If panels do not come from factory with electrical installed, dealer will install as required per specifications – for both Type I (Acoustical panels) and Type II (Non-Acoustical panels).

**Note:** All panels – including non-tackable – must be class "A" fire rated.

## B. SPECIFIC REQUIREMENTS FOR PANELS

### 1. Design

Type I panels shall have fabric covering on both sides. The manufacturer's standard trim shall be furnished. Type II panels may be offered with or without fabric covering as specified.

### 2. Sound Absorption

The sound absorption rating for Type I panels shall be a minimum N.R.C. of .65 for the entire surface area of the panel, when tested in accordance with ASTM C423, latest edition. (See Section VI, Acceptance Evaluation and Quality Assurance.) Note: This sound absorption is mandatory for acoustical panels.

## C. GENERAL REQUIREMENTS FOR FURNITURE COMPONENTS

### 1. Panel System

The panel system shall be as specified above to accommodate the components required and provide the necessary stability to make the system both safe and durable and to provide a comfortable and convenient workstation.

## **2. Worktops**

Worktops shall be at a minimum 1-1/8" thick lumber core, minimum 1-1/8" thick 45 lbs/cu. density flake board core, or minimum 1-1/8" thick plywood core. All worktops shall be surfaced with decorative thermosetting high-pressure plastic laminate meeting NEMA- LD3 requirements.

The top shall be rounded, or soft vinyl durable edged, securely applied. Provision shall be made in the worktop to accommodate the routing of electrical cords and cables from tabletop devices and hang-on devices to the electrical and communication outlets in the panels in a safe and orderly manner. This may be accomplished by holes w/grommets, cutouts in the worktop adjacent to the panel, cable management troughs, or other approved means.

## **3. Glides**

All components resting on the floor shall have rustproof adjustable glides.

## **4. Construction**

Methods and processes shall be in keeping with good industry practice and the system shall provide a safe, durable and convenient workstation for the purpose intended. Hanging components shall have adjustable mounting height

## **5 Locks**

All drawer and door units shall be equipped with individual locks or central (master type if requested), locking system meeting ANSI/BIFMA X5.6 latest edition.

## **6. Safety**

All hanging components must meet ANSI/BIFMA's Component Dislodgement Test.

## 7. Electrical Attachments

All electrical attachments that may be furnished with the office systems covered in this specification shall be UL approved for use with panel systems and shall bear the UL label or nameplate.

## 8. Size

Sizes shall be the manufacturers' standard sizes and length shall be as required to mesh with panel standards in the location indicated.

### D. General Requirements for Filing Cabinets

Specifications provide three quality levels of metal casework office furniture for use by state government agencies. Quality levels are Class A Heavy Duty, Class B Medium Duty and Class C Light Duty.

Bidders may bid selected metal office furniture that meet or exceed the minimum specifications and to provide discounted pricing on the metal standalone casework (filing and storage cabinets, desks, and credenzas) from the same model line. All furniture of the same model line shall have the same color selections available. Bids should indicate class of file cabinets bid.

The classes are:

**Class A Heavy Duty, Heavy Use** - Where drawers are used 25 times or more per day with a weight of two pounds per linear inch for letter size and three pounds per linear inch for legal-size drawers. Drawer suspension cycle test must pass a minimum of 100,000 cycles. All components of the suspension shall be manufactured of not less than 16 gauge steel and suspension shall be steel ball bearings.

**Class B Medium, Medium Use** - Where drawers are used 20 times or more per day with a weight of two pounds per linear inch for letter size and three pounds per linear inch for legal-size drawers. Drawer suspension cycle test must pass a minimum of 75,000 cycles. All components of the suspension shall be manufactured of not less than 16 gauge steel and suspension shall be steel ball bearings or nylon/celcon with steel ball bearings.

**Class C Light Duty, Light Use** - Where drawers are used less than 20 times per day with a weight of two pounds per linear inch for letter size and three pounds per linear inch for legal-size drawers. Drawer suspension cycle test must pass a minimum of 50,000. Vertical file cabinets have a smaller depth than those in Classes A and B.

**General:** All vertical file cabinets shall meet or exceed the requirements of ANSI/BIFMA X5.3 and lateral files shall meet or exceed ANSI/BIFMA X5.2 - Office Furnishing Lateral File Test.

All metal furniture shall be free from defects, imperfections, or hazards that might affect appearance, normal life, service, or user safety. All panel finishes must pass ASTM D-3359 Method B Classification 5B for adhesion and ASTM-3363 for hardness, or meet or exceed ANSI/BIFMA X5.6-2003

All welds shall be sound and without porosity. Exterior welds shall be smooth and interior welds shall have no sharp edges or rough surfaces. Welds, rivets and braces shall assure rigidity, strength and proper alignment.

File cabinets shall have one piece or utilized construction. If modular construction is used, each module shall be unitized. File cabinets shall not tilt or deviate from a true vertical state.

**Vertical File Drawer Construction:** The drawer shall have a positive acting spring latch capable of holding loaded drawer closed at any tilt angle; this latch shall have free movement only in the horizontal plane parallel to the drawer front. The release button shall fit snugly to the drawer front and shall be located conveniently to the drawer pull.

A label holder shall be located in center of drawer front above the drawer pull.

The follower shall have not more than 3/4" maximum increment movement, and shall be easy to adjust.

Locks shall be provided where requested.

**Lateral File Drawer Construction:** The cabinet front, sides, back, top and interior members (drawers and shelves) shall be manufactured of not less than 22 gauge steel, rigidly formed, braced, and welded to withstand heavy usage without distortion, warping or twisting. Drawers and roll-out shelves shall operate on full ball-bearing progressive suspensions. Members of the suspension shall be cold drawn steel, zinc plated or other suitable material to prevent rust, and of adequate strength to support loaded shelves or drawers. Suspension shall accommodate uneven drawer loading and uneven push or pull forces when opening or closing. Drawers and shelves shall operate smoothly without noticeable sticking or uneven motion. Lateral files must comply with ANSI/FIFMA X5.2, Sections 4,5,6,7,8,9,10,11,12,13 and 14.

The drawer shall have a positive acting spring latch capable of holding loaded drawer closed at any tilt angle; this latch shall have free movement only in the horizontal plane parallel to the drawer front. The release button shall fit snugly to the drawer front and shall be located conveniently to the drawer.

**File Cabinet Paint Colors:** For each model line available on this contract, all paint colors listed in the manufacturer's published catalog as available for that model/series are to be available at the base price offered herein, without up charges.

## E. CONSTRUCTION OF INDIVIDUAL COMPONENTS

### 1. Worktops

For the purposes of this specification, a "worktop", or "work surface" is defined as a single unit of construction with properties as set forth in Section III.C.2 of this specification. The worktop shall be so constructed that hanging drawer units may be attached underneath the top. Worktop shall meet requirements of static load test for work surfaces of ANSIIBIFMA X5.6 latest edition.

The worktop shall be supported at each end by one, or more, of the following means, and may be mounted by employing any one, or more, of the following methods.

- a) End clip attached to panel vertical support standard
- b) Floor-standing pedestal
- c) Cantilever bracket
- d) Floor-standing leg, with bracket(s) to attach worktop to vertical support standard. When floor-standing leg is used, the installation of such shall not restrict, or interfere with the movements of the occupant.
- e) A combination of any of the above. Ex: Floor-standing pedestal with cantilever bracket, end clip, leg, or a second floor-standing pedestal.

Worktops 72", or greater, which have an unsupported span of 66", or greater, shall have at least one intermediate support. For the purposes of this specification, "intermediate support" is defined as: a) Floor-standing pedestal, b) Cantilever bracket or c) Floor-standing leg. All worktops shall be adequately supported to prevent sagging.

### 2. Hanging Pedestal Drawer Units

The pedestal units shall be steel, provided with a method of secure fastening to the underside of the worktop. Drawer fronts may be durable commercial-type plastic. When attached, the entire unit, pedestals and worktop shall meet the requirements of ANSIIBIFMA Tests, Section VI. Unless otherwise specified, pedestal depth dimension shall be a minimum of 18".

### 3. Pedestal Drawer Units, Mobile Type or Floor Standing

The pedestal unit shall be steel, equipped with casters or shall stand on the floor as specified. It shall fit under the worktop without excessive vacant space between the pedestal and top. The units shall meet the requirements of ANSI/BIFMA Tests, Section VI. The pedestal depth dimension shall conform to the surface depth dimension.

### 4. Hanging Binder Cabinet

The unit shall be front opening cabinet for storing ring binders. It may be equipped with doors hinged at top or bottom with lid supports to prevent accidental dropping of the front, or it may be equipped with sliding doors. The unit may be fabric covered or in other materials. It shall meet the requirements of ANSI/BIFMA Tests, Section VI. The overall dimension front to back shall not exceed 16 1/4".

### 5. Hanging Shelf Unit (Full height and half height)

The unit shall be a horizontal shelf designed to accommodate vertical dividers to be supplied when specified. It shall meet the requirements of ANSI/BIFMA tests, Section VI.

### 6. Power Poles

Unless otherwise specified, in feed from the ceiling shall be through a rigid pole from the ceiling to the panel connection. Flexible in feed from the ceiling to the panel connection is not acceptable. All in feeds shall be through UL approved connectors.

### 7. Colors

Unless otherwise specified, the manufacturer's standard color offering shall be acceptable.

### 8. Paper Management

All flat shelves and storage units shall have available at least the following: Vertical shelf dividers and stacked or stacking paper bins for horizontal paper storage. All shelves, metal end supports and full height panels, for heavy-duty use must have safety locks to prevent accidental dislodgement.

### 9. Miscellaneous Accessories

The system shall have available accessory items for filing; coat hooks, racks, doors, etc., and will be required when specified.

## F. WORKMANSHIP AND INSTALLATION

Qualification of bidders: Each bidder should include information as to the qualifications of the company, designers and installers who will perform the work. This information shall be considered and must be received prior to any award.

Contractor shall provide all labor and material necessary for a complete installation as shown on the floor plan attached to the specifications. This will include such work as leveling, installing accessories, alignment, wiring (if required), etc. Data and phone wiring will be the responsibility of the agency.

The finished installation of panel configurations shall not sway and must be clean and free from any defects, which may affect the appearance or serviceability.

Only manufacturer's standard products in design, materials, and construction, not modified versions produced for conformance to our specifications will be considered for evaluation and acceptance. Any questions concerning acceptability of the quality offered shall be the decision of the Division of Purchasing.

The entire system installation shall be in accordance with the manufacturer's guidelines for a safe and stable system. However, any deviation from the standard specification to achieve a safe and stable system must be submitted for review and approval by this office.

The contractor shall be a qualified representative of the acoustical panel system manufacturer, who has specially trained installers that are thoroughly familiar with all aspects of the system.

## G. Task Chairs

A demo for all task chairs purchased through this contract must be made available for employee/ workstation tryout for a minimum of three working days. Chairs purchased without this "tryout period" are subject to return without charge.

All task chairs must have the following adjustable features:

1. Seat pan height
2. Back depth/seat depth – either through a seat slider or back depth adjuster or equivalent
3. Back or lumbar support height adjustment
4. Arm height

All task chairs that are sold as “ergonomic” chairs MUST have the following adjustable features:

1. Seat pan height
2. Seat pan angle
3. Back Depth/seat depth – either through a seat slider or back depth adjuster or equivalent
4. Back or lumbar support height adjustment
5. Back angle
6. Arm height
7. Arm width – both inward and outward from center line of the arm.

**NOTE:** Items 6 and 7 on the ergonomic chairs may be waived **IF** the purchaser does not wish to have arms on the chair being purchased.

#### **IV. WARRANTY**

The vendor warrants to the owner that all equipment furnished under this specification will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence accident, for the periods from date of acceptance, as outlined below:

- A. Structural Frames: Life of system (for as long as the user owns the system)
- B. Fabric: One Year
- C. All Other Components: Ten years

Such replacement shall be free of any charge to the owner or his representative. For the purpose of this warranty, normal use shall be defined as the use in state office building with climatic conditioning equipment operated as directed by State policy, e.g. air conditioning or heat turned off during weekends creating wide temperature and humidity variations.

Failure shall include, but not be limited to, warped, broken, or separated frames, separation of vertical support standards from frame, disfigurement or enlargement of slots in vertical support standards, warping or separation of joints in wood products, sagging or warping of work surface failure or separation of laminate from work surfaces and trim, separation of edging material from work surface edges, and any other failure which would make the system unsatisfactory for its intended use.



## V. SERVICE, PARTS, AND MANUALS

At least one owner's manual shall be supplied with each installation. The complete assembly and disassembly instructions for panels, including all necessary parts lists and diagrams for future installation must be included. The manufacturer of the furniture panel system offered under this specification shall have a qualified, trained representative in the owner's area available to relocate and repair the panel systems acquired under this specification. The vendor shall provide training to representatives of the owner encompassing installation, takedown, repair and maintenance of panel systems as required. If this is requested, the vendor should provide, but must inform the agency representative that the warranty may be voided if a qualified representative does not work on the panel system.

## VI. ACCEPTANCE EVALUATION AND QUALITY ASSURANCE

An acceptance inspection of the installation will be performed when specified by the agency or his representative.

Under this specification, all prospective bidders of furniture shall provide manufacturer's certification of in-house testing results or independent testing results for ANSI/BIFMA, ASTM E-84, and ASTM C423 testing. Manufacturer's certification shall be in the form of a corporate officer providing certification on corporate letterhead that the model line (by name) meets all required testing and the test results are available upon request.

All test results shall meet or exceed the applicable test requirements. Tests must be performed on the actual system offered for bid. If the manufacturer should change or modify the construction of open plan office system, the manufacturer shall notify the Purchasing Division of any change in the commodities failure to comply with the required testing and/or provide new certified testing results. The vendor shall be responsible for performance of all test requirements specified herein.

The following publication, latest issue, contains the applicable ANSI/BIFMA Tests:

**ANSI/BIFMA X5.6-1993 American National Standard Tests for Office Furnishings-Panel Systems Tests.**

The following tests are required:

- Section 4 - Stability Test for Panel System Products
- Section 5 - Mechanical Strength Test For Panel Systems Products
- Section 6 - Static Load Test for Storage Shelves
- Section 8 - Cabinet Tests: 8.2, 8.3, 8.4, and 8.5
- Section 11 - Static Load Test for Work Surfaces
- Section 12 - Work Surfaces With Supported Drawers Test: 12.2,12.3,12.4,12.5, 12.6
- Section 13 - Dislodgement Test for Panel-Mounted Components

ASTM-C423, Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method. ASTM-E84, Test For Surface Burning Characteristics of Building Materials

Acoustical tests for noise reduction coefficient ratings shall be by ASTM-C423 Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method. A minimum N.R.C .65 for the entire surface area of the panel, including raceway(s), trim (top cap), and legs, is required.

Flammability testing shall be in accordance with ASTM-E84, test for surface burning characteristics of building materials. When tested in this manner, the panel shall have a flame spread of 25 or less and smoke development of 450 or less for Class 1 or A flammability.

## VII. DELIVERY

Delivery of all equipment under this specification shall be in accordance with the terms and conditions of the Request for Quotation. The vendor shall be responsible for any packing, packaging, or protection required to insure delivery in an undamaged condition. Vendor shall be responsible for installation.

Bidders may offer a separate (higher) discount for dockside delivery. But, this must be in addition to the discount shown for complete installation. **All bids must show the cost (discount from list) for total installation. Bidders shall be disqualified if only dockside delivery is quoted.**

## VIII. ORDERING DATA (For Purchase and Contract Use Only)

Purchasers should exercise any desired options offered herein and should specify the following:

Title, number, and date

Panel Type (Type I - Acoustical, Type II Non-Acoustical)

Layout of the system showing communication and electrical in feed requirements for panels.

Electrical requirements (2-Circuit, 4-Circuit, dedicated circuit, etc.)

Panel sizes and styles, appropriate drawings must be provided

Hang on components.

Type II panels - specify if fabric covered or not.

Specify fabric type and color - bidders shall not offer fabrics that do not meet Class A Flammability Requirements.

If pedestal drawer units are required, specify hanging, mobile, or floor standing.

Pedestal depth dimensions to conform to work surface depth dimension.

Power pole requirements.

Color

Miscellaneous accessories that are required

Appliances requirements, such as task lights

Sample mock-up requirements.

Top cap material for panels

Task Chair requirements-purchasers must allow time for the affected employees to try the chairs. If bidding (through SYSFURN10 vendors), the users shall try chairs before obtaining bids in order to make certain bids are "equal" on task chairs. Task chair purchasers must indicate if they require an "ergonomic" chair", but the demo is required for any task chair.

Bidder and user responsibilities for installation of the system.

**Notes:**

**Add-On to Existing Configurations**

Agencies are permitted to contact the brand specific contract holder for systems that require additional items being added to existing systems for matching and functionality purposes in accordance with "Ordering Procedures".

**New Configurations**

Any new installation in un-occupied space (or where matching is not a factor) requires three (3) bids from contract holders. An award shall be issued to low bidder meeting the agency specifications for that bid.

Purchase Orders need to be issued to the successful vendor for "new configurations" 60 days prior to delivery. Agency must notify vendor of any changes within 35 days prior to delivery. NOTE: Agency must advise vendor of any change to the delivery date.

**IX. Miscellaneous Information**

**Delivery Time:** Vendor shall provide the current delivery time from receipt of order. Upon receipt of a contract order, the vendor is to notify (within 5 work days) the purchaser of the delivery time frame. Vendor shall coordinate the delivery and installation times with the purchaser.

**Transportation Charges:** All items shall be delivered FOB to any West Virginia destination with all transportation charges included.

**Inside Delivery:** The vendor is to provide all labor and equipment to deliver, un-crate, assemble (if required), set in place ready for agency to use in desired location as determined by the purchaser, and remove all packing materials from the job site. The vendor is to coordinate the installation with the state agency's contact person for the installation.

**Design/Reconfiguration Charge:** (If any; some firms do not charge a fee for design – either original or reconfiguration.) If the agency makes a written request for the

vendor's design assistance, the vendor may charge an hourly fee for the on-site services. Vendor's design fee is limited to \$50.00 per hour with a \$750 maximum per project. The design fee is to be reviewed and accepted by the using agency. In a Request for Quotation, (outside any contracts issued) the agency is not obligated to a bidder for any costs incurred in the submission of a bid. **List your fee on Exhibit A.**

**Move Fee:** This hourly fee for moving systems shall be a maximum of \$50.00. Moves required after 5:00 p.m. and/or on weekends shall be a maximum of \$75.00/hour. If your hourly rate is less than \$50.00, the overtime rate shall be one and one-half times the hourly rate shown on your bid documents.

**Note:** This No installation fee shall be charged at the initial installation. Purchase price includes all installation fees. **List your fees on Exhibit A.**

**Price list and catalogs:** The vendor shall agree to supply and deliver descriptive literature to the agencies at no charge. The descriptive literature shall include furniture catalogs and price lists for the model lines awarded on this contract. Discount from list will be firm for life of the contract; including any renewals. New manufacturer's catalogs will be considered at renewal anniversary dates. Vendor shall respond to calls and inquiries within three business days of the initial contact by the agency.

**Invoicing:** The vendor's invoice shall include an itemized listing of the components supplied and installed at the agency location. Vendor's invoice must list the quantity, description and model number, page number on which the model number and price can be found, unit price, and the total price. This is a mandatory requirement and is necessary for the Agency and State Auditor to confirm the pricing of each component.

**Vendor's Performance:** All users of this contract are requested to report in writing to the Purchasing Division any serious problems encountered with the performance, quality, and workmanship of items or performance of the successful vendor to supply and properly warrant the equipment furnished hereunder.

**Reports:** Vendors who are awarded contracts shall provide quarterly reports of orders as a result of this contract by both state and political sub-divisions within the State of West Virginia. Reports shall indicate the ordering agency, date and total value. Additionally, an annual composite report listing total value and total number of orders for all state agencies and political subdivisions shall be required. Please submit reports to: [jo.a.adkins@wv.gov](mailto:jo.a.adkins@wv.gov)

**NOTE: All successful vendors shall be required to meet this requirement on SYSFURN10.**

**Correctional Industries:** The State of West Virginia Department of Corrections is authorized to furnish and supply office furniture to the state agencies. It is not the intent of this contract to supercede the rights of the Department of Corrections. All state agencies are to contact the WV Department of Corrections, Prison Industries to

determine if the same or similar item is available from the Department of Corrections prior to purchasing items through the statewide contract.

**Ordering Procedure:** Note: A detailed design and a price quote must be submitted to and approved by the agency prior to issuing any order. If the design is for new quarters (not an expansion of existing system cubicles), agencies must prepare specifications and seek a minimum of three bids. The award shall be to low bidder meeting specifications. Bids must also be obtained if the system cubicles will be installed on a different floor

**Purchases of \$250,000 or less:** State Agencies shall issue a WV39, Blanket Release Order to the contract Vendor for the desired item(s) after meeting bidding requirements of for new area.

**Purchases in excess of \$250,000:** Purchases in excess of \$250,000 will be reviewed by the Purchasing Division. At the discretion of the Director of Purchasing, or his designee, these requirements may be bid on the open market.

**Expanding Current Work Areas:** Agencies should issue a release order to the vendor for orders under \$250,000 IF the new order is less than 50% of the existing system based on the original acquisition cost.

Example: Original requisition cost: \$30,000  
Expanding current work area at a cost of \$10,000  
(this is less than 50% of original requisition costs)

**IF** the new order is more than or equal to 50% of the existing system based on the original acquisition cost, and under \$250,000, Agencies must obtain a minimum of three bids from the SYSFURN10 vendors.

All orders in excess of \$250,000 shall be sent to the Purchasing Division for decisions on bidding and issuing of release order, regardless of whether an agency is furnishing an new area or expanding current space.

**Payment:** The State of West Virginia agencies may make purchases on the State Payment Card (VISA). Vendor's invoice must list the quantity, description or model number, page number on which the model number and price can be found, unit price, and the total price.

#### **Evaluation of Bids:**

To facilitate meeting the furniture needs of the West Virginia State Agencies this shall be a multiple award contract for furniture; one contract per manufacturer, insofar as possible.

It is the bidder's responsibility to document that all furniture offered is equal to or exceeds the specifications.

Bidder may bid one or more manufacturer's catalog/price list, model line and number, showing discount from list for each. Each bid must contain a "full service line", system panels, cabinets, chairs, etc.

The attached Exhibit A must be completed showing discount/multiplier being offered for each brand and line of furniture to be bid. Please type, using excel document to be provided after the mandatory pre-bid meeting.

**Notes:**

1. All awards will be made based on discount from list. No exceptions to discount from list.
2. All catalogs/lines bid must be on this list.
3. Bidders should submit Exhibit A on CD with their bid.
4. If you are bidding the entire catalog, simply identify the catalog. Each line in such catalog does not require listing UNLESS the discounts from list vary from line to line.
5. Bidders should submit two copies of catalogs. If a CD of the catalogs submitted are available please submit also. NOTE: The CD must contain only one catalog per CD. Any CD received having additional catalogs or manufactures maybe disqualified and bid could be rejected.

Bidders are requested to type the exhibits. If any discrepancy exists between the paper and the electronic file, the hard paper copy shall prevail.



contemporary  
galleries

Contemporary Galleries  
EXHIBIT A  
SYSFURN10C

Tuesday, December 21, 2010

| Vendor/Contact Information     | Manufacturer  | Model/Line/ Product                           | Catalog Identifier  | On CD | Client Discount |
|--------------------------------|---------------|---|---|-------|-----------------|
| <b>Vendor:</b>                 | HERMAN MILLER | Action Office System                          | Prices effective December 7, 2009<br>Published August 2010    | ★     | 68%             |
| <b>Contemporary Galleries</b>  | HERMAN MILLER | Canvas Office Landscape - Filing<br>& Storage | Prices effective November 01, 2010<br>Published January 2011  | ★     | 60%             |
| <b>Contract Coordinator:</b>   | HERMAN MILLER | Canvas Office Landscape -<br>Private Office   | Prices effective November 01, 2010<br>Published January 2011  | ★     | 60%             |
| <b>Jennifer B. Kirkpatrick</b> | HERMAN MILLER | Canvas Office Lanscape - Wall<br>Based        | Prices effective November 01, 2010<br>Published January 2011  | ★     | 60%             |
| <b>Address:</b>                | HERMAN MILLER | Ethospace System                              | Prices effective December 7, 2009<br>Published August 2010    | ★     | 68%             |
| <b>1210 Smith Street</b>       | HERMAN MILLER | My Studio Environments                        | Prices effective December 7, 2009                             | ★     | 45%             |
| <b>Charleston, WV 25301</b>    | HERMAN MILLER | Passage Desking System                        | Prices effective December 7, 2009<br>Published August 2010    | ★     | 68%             |
| <b>Phone# :</b>                | HERMAN MILLER | Prospects System                              | Prices effective December 7, 2009                             | ★     | 45%             |
| <b>(304) 344-1231</b>          | HERMAN MILLER | Resolve System                                | Prices effective December 7, 2009                             | ★     | 45%             |
| <b>Fax# :</b>                  | HERMAN MILLER | Sense Deking System                           | Prices effective December 7, 2009<br>Published May 2010       | ★     | 55%             |
| <b>(304) 344-1262</b>          | HERMAN MILLER | 5000 Series Furniture                         | Prices effective December 7, 2009<br>Published September 2010 | ★     | 48%             |
| <b>Toll Free# :</b>            |               |   |   |       |                 |
| <b>(800) 292-6984</b>          | HERMAN MILLER | Abak Environments                             | Prices effective December 7, 2009                             | ★     | 43%             |
| <b>Email:</b>                  | HERMAN MILLER | Thrive Portfolio                              | Prices effective June 14, 2010<br>Published October 2010      | ★     | 53%             |
| <b>jblcontgal@netscape.net</b> | HERMAN MILLER | Programmable Environments                     | Prices effective December 7, 2009                             | ★     | 35%             |
| <b>Labor Rate:</b>             |               |   |   |       |                 |
| <b>\$50.00 /HR</b>             | HERMAN MILLER | Artio Teardrop Table                          | Prices effective December 7, 2009                             | ★     | 64%             |
| <b>Design Fee:</b>             | HERMAN MILLER | Avive Table Collection                        | Prices effective December 7, 2009<br>Published August 2010    | ★     | 68%             |
| <b>\$50.00 /HR</b>             | HERMAN MILLER | Burdick Group Tables                          | Prices effective December 7, 2009                             | ★     | 48%             |

| Vendor/Contact Information     | Manufacturer  | Model/Line/ Product                                       | Catalog Identifier  | On CD | Client Discount |
|--------------------------------|---------------|---|---|-------|-----------------|
| Signature                      | HERMAN MILLER | CLT Tables  | Prices effective December 7, 2009                             | ★     | 40%             |
| <i>Jennifer B. Kirkpatrick</i> | HERMAN MILLER | Eames Tables  | Prices effective December 7, 2009                             | ★     | 48%             |
| Print Name                     | HERMAN MILLER | Everywhere Tables   | Prices effective August 19, 2010<br>Published December 2010   | ★     | 62%             |
| Jennifer B. Kirkpatrick        | HERMAN MILLER | Q-Tables  | Prices effective December 7, 2009                             | ★     | 60%             |
| Title                          | HERMAN MILLER | Occasional Tables   | Prices effective December 7, 2009                             | ★     | 35%             |
| Sales / Design                 |               |   |   |       |                 |
|                                | HERMAN MILLER | Tenneo Storage  | Prices effective December 7, 2009<br>Published September 2010 | ★     | 40%             |
|                                | HERMAN MILLER | Quadrant Filing & Storage                                 | Prices effective December 7, 2009                             | ★     |                 |
|                                |               | Quadrant Lateral Files (B-Front & F-Front only) - CLASS A |   |       | 45%             |
|                                |               | Quadrant Pedestals (B-Front & F-Front only) CLASS A       |   |       | 68%             |
|                                | HERMAN MILLER | Tu Filing & Storage                                       | Prices effective December 7, 2009<br>Published December 2010  | ★     | 64%             |
|                                | HERMAN MILLER | Meridian Lateral Files - CLASS A                          | Prices effective December 7, 2009<br>Published June 2010      | ★     | 48%             |
|                                | HERMAN MILLER | Meridian Pedestals & Pedastools                           | Prices effective December 7, 2009<br>Published June 2010      | ★     | 48%             |
|                                | HERMAN MILLER | Meridian Storage Cases, Bookcases & Flex Storage          | Prices effective December 7, 2009<br>Published June 2010      | ★     | 48%             |
|                                | HERMAN MILLER | Meridian Stackable Storage Cabinets                       | Prices effective December 7, 2009                             | ★     | 48%             |
|                                | HERMAN MILLER | Meridian Storage Towers                                   | Prices effective December 7, 2009                             | ★     | 48%             |
|                                | HERMAN MILLER | Meridian Vertical Files                                   | Prices effective December 7, 2009<br>Published June 2010      | ★     | 48%             |
|                                |               |   |   |       |                 |
|                                | HERMAN MILLER | Advo Chairs   | January 2011  | ★     | 35%             |
|                                | HERMAN MILLER | Aeron Chairs  | Prices effective December 7, 2009<br>Published June 2010      | ★     | 45%             |



| Vendor/Contact Information | Manufacturer  | Model/Line/ Product                 | Catalog Identifier  | On CD | Client Discount |
|----------------------------|---------------|-------------------------------------|---|-------|-----------------|
|                            | HERMAN MILLER | Ambi Chairs                         | Prices effective December 7, 2009                             | ★     | 45%             |
|                            | HERMAN MILLER | Aside Chairs                        | Prices effective December 7, 2009                             | ★     | 48%             |
|                            | HERMAN MILLER | Caper Chairs                        | Prices effective December 7, 2009                             | ★     | 45%             |
|                            | HERMAN MILLER | Celeste Seating                     | Prices effective December 7, 2009                             | ★     | 45%             |
|                            | HERMAN MILLER | Celle Chairs                        | Prices effective December 7, 2009<br>Published December 2010  | ★     | 45%             |
|                            | HERMAN MILLER | Classic Seating                     | Prices effective December 7, 2009<br>Published June 2010      | ★     | 45%             |
|                            | HERMAN MILLER | Embody Chairs                       | Prices effective December 7, 2009<br>Published June 2010      | ★     | 46%             |
|                            | HERMAN MILLER | Equa 2 Chairs                       | Prices effective December 7, 2009                             | ★     | 53%             |
|                            | HERMAN MILLER | Ergon 3 Chairs                      | Prices effective December 7, 2009                             | ★     | 53%             |
|                            | HERMAN MILLER | Limerick Chairs                     | Prices effective December 7, 2009                             | ★     | 48%             |
|                            | HERMAN MILLER | Mirra Chairs                        | Prices effective December 7, 2009                             | ★     | 45%             |
|                            | HERMAN MILLER | Sayl Chairs                         | Prices effective December 7, 2009                             | ★     | 48%             |
|                            | HERMAN MILLER | Setu Chairs                         | Prices effective October 2010                                 | ★     | 48%             |
|                            | HERMAN MILLER | Swoop Lounge Furniture              | Prices effective December 7, 2009<br>Published September 2010 | ★     | 48%             |
|                            | HERMAN MILLER | Eames Hang-It-All Rack              | Prices effective November 15, 2010<br>November 2010           | ★     | 35%             |
|                            | HERMAN MILLER | Eames Molded Plywood Folding Screen | Prices effective December 7, 2009                             | ★     | 35%             |
|                            | HERMAN MILLER | Eames Desk & Storage Units          | Prices effective December 7, 2009                             | ★     | 35%             |
|                            | HERMAN MILLER | Nelson Basic Cabinet Series         | Prices effective June 10, 2010<br>September 2010              | ★     | 35%             |
|                            | HERMAN MILLER | Nelson Miniature Chests             | Prices effective December 7, 2009                             | ★     | 35%             |



| Vendor/Contact Information | Manufacturer  | Model/Line/ Product                           | Catalog Identifier   | On CD | Client Discount |
|----------------------------|---------------|---|--|-------|-----------------|
|                            | HERMAN MILLER | Nelson Swag Leg Group                         | Prices effective December 7, 2009                              | ★     | 35%             |
|                            | HERMAN MILLER | Casework                                      | Prices effective December 7, 2009<br>Published October 2010    | ★     | 47%             |
|                            | HERMAN MILLER | Compass System                                | Prices effective September 01, 2010<br>Published December 2010 | ★     | 40%             |
|                            | HERMAN MILLER | Co/Struc System                               | Prices effective December 7, 2009<br>Published August 2010     | ★     | 47%             |
|                            | HERMAN MILLER | Procedure/Supply Carts                        | Prices effective December 7, 2009<br>Published July 2010       | ★     | 10%             |
|                            | ABCO          | Price Guide - Office Furniture                | January 2009   | ★     | 48%             |
|                            | ABCO          | Price Supplement - Z Series                   | February 2010  | ★     | 48%             |
|                            | BAKER         | M Collection Freestanding Tables & Stanchions | Prices effective December 7, 2009                              | ★     | 60%             |
|                            | BENCHMARK     | Indoor  | 2009   | ★     | 35%             |
|                            | BENCHMARK     | Outdoor                                       | 2009   | ★     | 35%             |
|                            | BENCHMARK     | Soft Seating                                  | 2009   | ★     | 35%             |
|                            | BRETTFORD     | Basics Pricer                                 | January 01, 2010   |       | 40%             |
|                            | BRETTFORD     | Collections Pricer                            | 2010   |       | 40%             |
|                            | BRETTFORD     | Library Pricer                                | January 01, 2010   |       | 40%             |
|                            | CAROLINA      | Product Guide                                 | June 11, 2007 - Plus 6%  | ★     | 48%             |
|                            | CAROLINA      | Casegoods                                     | January 2008 + 2.5%  | ★     | 48%             |
|                            | CAROLINA      | Exam Stool (insert)                           | August 2009 + 2.5%   | ★     | 48%             |

| Vendor/Contact Information | Manufacturer         | Model/Line/ Product                  | Catalog Identifier          | On CD | Client Discount |
|----------------------------|----------------------|--------------------------------------|-----------------------------|-------|-----------------|
|                            | CAROLINA             | Occasional Table (insert)            | Effective November 01, 2009 | ★     | 48%             |
|                            | CAROLINA             | Embrace                              | 2006 + 6%                   | ★     | 48%             |
|                            | CAROLINA             | Y60 Lounge Collection (insert)       | June 11, 2007 - Plus 6%     | ★     | 48%             |
|                            | CAROLINA             | Enclave Linx Lounge Seating (insert) | June 11, 2007 - Plus 6%     | ★     | 48%             |
|                            | CAROLINA             | Hide Lounge                          | June 2010 + 2.5%            | ★     | 48%             |
|                            | CAROLINA             | Seek Lounge                          | June 2010 + 2.5%            | ★     | 48%             |
|                            | CAROLINA             | Voyage Collection                    | June 2010 + 2.5%            | ★     | 48%             |
|                            | CAROLINA             | Silvr Ion Collection                 | June 2010 + 2.5%            | ★     | 48%             |
|                            | CAROLINA             | Amenity Hip/Motion Chair             | June 2010 + 2.5%            | ★     | 48%             |
|                            | CAROLINA             | Basil Modular Seating                | Novemer 2009 + 2.5%         | ★     | 48%             |
|                            | CAROLINA             | Retrospect Children                  | August 2009 + 2.5%          | ★     | 48%             |
|                            | CAROLINA             | Retrospect Table                     | August 2009 + 2.5%          | ★     | 48%             |
|                            | CAROLINA             | Ice Table                            | August 2009 + 2.5%          | ★     | 48%             |
|                            | CAROLINA             | Ocrchestra Collection                | August 2009 + 2.5%          | ★     | 48%             |
|                            | DUBOIS WOOD PRODUCTS | Pricelist on CD only                 | November 2009               | ★     | 25%             |
|                            | DIRT                 | Modular Solutions                    | January 2011                |       | 0%              |
|                            | EAGLE                | EAGLE - MHC Price List               | 2010 + 8%                   |       | 20%             |
|                            | EGAN                 | 2008 Pricelist                       | September 2008              |       | 35%             |



| Vendor/Contact Information | Manufacturer               | Model/Line/ Product                     | Catalog Identifier      | On CD | Client Discount |
|----------------------------|----------------------------|---|-------------------------|-------|-----------------|
|                            | ELECTRONIC CLASSROOM       | #114 & Supplement to #114               | July 01, 2010           |       | 35%             |
|                            | FIRST OFFICE               | Casegoods, Seating                      | January 01, 2009 + 3.5% |       | 48%             |
|                            | FIRST OFFICE               | Tables Supplement                       | May 24, 2010 + 3.5%     |       | 48%             |
|                            | GRAND RAPIDS CHAIR COMPANY | 2010 Price List                         | Last Updated 08-01-2010 | ★     | 25%             |
|                            | HALE                       | Bookcase                                | December 01, 2009 + 20% |       | 40%             |
|                            | HALE                       | Library                                 | April 01, 2009 + 20%    |       | 40%             |
|                            | HMU                        | Standard Pricebook - Systems & Laterals | November 15, 2010       |       | 68%             |
|                            | HUM                        | Standard Pricebook - Seating            | November 15, 2010       |       | 55%             |
|                            | JESPER                     | 1000 Line Price List                    | October 2010            |       | 44%             |
|                            | JESPER                     | 2000 Line Price List                    | October 2010            |       | 44%             |
|                            | JESPER                     | 3000 Line Price List                    | October 2010            |       | 44%             |
|                            | JESPER                     | 4000 Line Price List                    | October 2010            |       | 44%             |
|                            | JESPER                     | 7000 Line Price List                    | October 2010            |       | 44%             |
|                            | JESPER                     | 9000 Line Price List                    | October 2010            |       | 44%             |
|                            | JESPER                     | Chair Program                           | October 2010            |       | 44%             |
|                            | ISE                        | Product Pricing Guide                   | 2010 + 5%               | ★     | 40%             |

| Vendor/Contact Information | Manufacturer               | Model/Line/ Product                   | Catalog Identifier        | On CD | Client Discount |
|----------------------------|----------------------------|---------------------------------------|---------------------------|-------|-----------------|
|                            | LANDSCAPE FORMS            | Pricebook                             | January 2011              |       | net +28%        |
|                            | LA Z BOY                   | Business & Healthcare Pricelist       | July 01, 2010             | ★     | 48%             |
|                            | LOEWENSTEIN                | Pricebook                             | October 01, 2010          |       | 45%             |
|                            | LOEWENSTEIN                | Outdoor                               | January 01, 2009          |       | 45%             |
|                            | MAXON                      | Pricebook                             | 2010                      | ★     | 60%             |
|                            | OFFICE SPECIALTY           | Filing & Storage - CLASS B            | August 01, 2008           |       | 37%             |
|                            | OFS                        | Casegoods Price List                  | June 11, 2007 - Plus 6.5% |       | 48%             |
|                            | OFS                        | Conference Price List                 | June 11, 2007 - Plus 6.5% |       | 48%             |
|                            | OFS                        | Seating Price List                    | June 11, 2007 - Plus 6.5% |       | 48%             |
|                            | OFS                        | Impluse G2                            | October 2010              |       | 48%             |
|                            | OFS                        | Chaya Table                           | July 01, 2010             |       | 48%             |
|                            | OFS                        | Tidal Table                           | July 01, 2010             |       | 48%             |
|                            | OFS                        | Offerings                             | April 06, 2009            |       | 48%             |
|                            | OFS                        | Element & Swank (insert)              | May 05, 2008              |       | 48%             |
|                            | OFS                        | Flexxy (insert)                       | August 2009               |       | 48%             |
|                            | OFS                        | Keen, Mystique & Shimmer (supplement) | April 06, 2009            |       | 48%             |
|                            | PHOENIX SAFE INTERNATIONAL | Price Sheet                           | February 1, 2011          |       | 30%             |



| Vendor/Contact Information | Manufacturer | Model/Line/ Product | Catalog Identifier               | On CD | Client Discount |
|----------------------------|--------------|---------------------|----------------------------------|-------|-----------------|
|                            | RENAISSANCE  | Price Sheet         | January 2011                     |       | 0%              |
|                            | SAFCO        | Envision            | 01-01-2011                       |       | 30%             |
|                            | SIT ON IT    | Price List          | October 18, 2010                 |       | 48%             |
|                            | VERSTEEL     | Tables              | January 01, 2009 - Plus 5%       |       | 40%             |
|                            | VERSTEEL     | Seating             | January 01, 2009 - Plus 5%       |       | 40%             |
|                            | VERSTEEL     | Immix Lounge        | June 01, 2010                    |       | 40%             |
|                            | WORKSTREAM   | Price List          | October 01, 2008 (CD) - Plus 12% | ★     | 48%             |

# CERTIFICATION

## SYSFURN10

By submitting a signed bid for SYSFURN10 - supplying system furniture and other furniture requirements - vendor hereby certifies under penalty of fraud that all mandatory specifications contained in the Request for Quotation are met.

Contemporary Galleries, Inc.

Vendor (Type Name of Company)

1210 Smith Street, Charleston, WV 25301

Address

Paul Santer

Sales Manager

Name (Type Name)

Title

Paul Santer

12/15/10

Signature

Date

Note: No contract shall be awarded prior to receipt of this certification.

December 9, 2010

Jo Ann Adkins  
Department of Administration  
State of West Virginia  
2019 Washington Street, East  
Charleston, WV 25305

Dear Ms. Adkins

**RE: RFP 4199 001 Test verification**

Thank you for your consideration of Herman Miller, Inc. products. You have requested confirmation that our products meet or exceed all relevant industry standards as per the requirements of your bid submittal for RFQ# SYSFURN10.

We are pleased to confirm that Herman Miller Inc. products are, with few exceptions, designed and tested to meet all relevant ANSI/BIFMA product performance standards, as well as those required by the National Electrical Code, the International Building Code, the National Fire Protection Agency, Underwriters Laboratories, and many National, State and Local requirements.

Products covered in the above confirmation include:

- Canvas, includes (Vivo and Intent)
- Ethospace Systems
- Action Office Systems
- Resolve, Intersect
- Arrio, Abak
- Ergon, Equa, Aeron, Ambi, Caper, Limerick, Aside, Reaction seating
- Embody, Mirra, Celle, Celeste, Burdick, Setu seating
- Passage, MY Studio
- Meridian desk, files and storage
- TU storage and files
- Teneo storage CLT tables, Everywhere tables

We have compliance testing results on file for these products and are happy to provide them upon request.

In addition to the above, we note that your RFQ mentions the following products:

- Thrive products
- Sayl seating
- Classics collection

Please note that the Thrive product portfolio is a recent addition to the Herman Miller, Inc. family of products. These products were designed, developed and tested by Colebrook Bossun Saunders in the UK, and were designed to meet the requirements of the European market. As this product is new to Herman Miller, Inc., we have not yet completed all compliance evaluations (note that few ANSI/BIFMA requirements apply to these products), but have confidence that these products will meet applicable US requirements. In the unlikely event that this is found not to be the case, such products will be redesigned or removed from our US offering.





The SAYL product line, which was released for sale as of December 6, 2010, is undergoing final product confirmation testing to verify compliance. While these products were developed and have been tested to ANSI/BIFMA requirements in prototype and pre-production phases, we do not have final compliance information available for these products. We expect this compliance documentation will be available in the upcoming months.

Finally, in relation to our Classic Collection products, a few exceptions exist where the performance of HMI products does not match the ANSI/BIFMA requirements. This is most typical in the case of product designed well before any industry requirements existed, at which time products were developed to conform to stringent internally developed criteria. These criteria have been proven sufficient in the many years of dependable and safe service these product have historically given.

There are also cases where our products may not comply with industry standards where Herman Miller research and/or standards development activities clearly demonstrate ANSI/BIFMA standards are not applicable to a specific product design or configuration, or for some other reason are not in the best interest of our customers, such as the file drawer pull force requirement which can be routinely met only if the anti-racking mechanism which provides a distinctly superior drawer action, is removed.

In most cases, however, ANSI/BIFMA standards are the minimum level of performance acceptable, with HMI standards frequently requiring product performance levels of several times the ANSI/BIFMA minimums in order to perform to our customers' expectations.

I would also note that Herman Miller, Inc. products are produced in manufacturing facilities with stringent quality systems that are registered to comply with ISO 9001:2008 requirements to assure consistently high levels of quality and performance. Further, our products are covered by one of the best product warranties available. We have every confidence that you will be very satisfied with the quality, safety, durability and overall performance of all Herman Miller, Inc. products.

Thank you for considering our response for a potential state contract award.

Sincerely

John Meserve  
Director, Global Product and Quality Engineering

cc  
Beth Ratterman, Herman Miller, Inc.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

12/07/10

**PRODUCER**

Wells Fargo Ins. Services  
of West Virginia, Inc.  
P.O. Box 1551  
Charleston WV 25326-1551  
(304) 346-0511

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
**A** Westfield Insurance Company
- COMPANY  
**B**
- COMPANY  
**C**
- COMPANY  
**D**

**INSURED**

Contemporary Galleries of WV  
P. O. Box 2629  
Charleston, WV 25330

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|--------|---|---------------|----------------------------------|-----------------------------------|---|
| A      | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT                  | TRA3948419    | 10/01/10                         | 10/01/11                          | GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS-COMP/OP AGG \$ 2,000,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>EACH OCCURRENCE \$ 1,000,000<br>FIRE DAMAGE (Any one fire) \$<br>MED EXP (Any one person) \$ 5,000 |
| A      | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS | TRA3948419    | 10/01/10                         | 10/01/11                          | COMBINED SINGLE LIMIT \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE \$  |
|        | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY:<br>EACH ACCIDENT \$<br>AGGREGATE \$   |
| A      | <b>EXCESS LIABILITY</b><br><input checked="" type="checkbox"/> UMBRELLA FORM<br><input type="checkbox"/> OTHER THAN UMBRELLA FORM   | TRA3948419    | 10/01/10                         | 10/01/11                          | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000  |
|        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL   |               |                                  |                                   | WC STATUTORY LIMITS OTH-ER<br>EL EACH ACCIDENT \$<br>EL DISEASE-POLICY LIMIT \$<br>EL DISEASE-EA EMPLOYEE \$  |
|        | <b>OTHER</b>  |               |                                  |                                   |   |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

**CERTIFICATE HOLDER**

Evidence of Insurance  
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**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Shoely*

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |                                       |              |
|--|---|---------------------------------------|--------------|
| PRODUCER<br><b>City Insurance Professionals</b><br>P. O. Box 1068<br><br><b>Scott Depot WV 25560</b>             | CONTACT NAME: <b>Catherine Gerichten</b>                  |                                       |              |
|  | PHONE (A/C. No. Ext): <b>(304) 757-6666</b>               | FAX (A/C. No.): <b>(304) 757-2787</b> |              |
|  | E-MAIL ADDRESS: <b>Catherine.Gerichten@cityinsure.org</b> |                                       |              |
|  | PRODUCER CUSTOMER ID #: <b>00030847</b>                   |                                       |              |
| INSURED<br><br><b>CONTEMPORARY GALLERIES OF WV</b><br><b>1210 SMITH STREET</b><br><br><b>CHARLESTON WV 25301</b> | INSURER(S) AFFORDING COVERAGE                             |                                       | NAIC #       |
|  | INSURER A: <b>Twin City Fire Ins Co</b>                   |                                       | <b>29459</b> |
|  | INSURER B:  |                                       |              |
|  | INSURER C:  |                                       |              |
|  | INSURER D:  |                                       |              |
|  | INSURER E:  |                                       |              |

## COVERAGES

CERTIFICATE NUMBER: **CL1092802812**

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE:  | ADDL INSR | SUBR WVD  | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|---|--------------------|-------------------------|-------------------------|---|
|          | GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |   |                    |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$<br>\$  |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |           |   |                    |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$   |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION \$  |           |   |                    |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$  |
| <b>A</b> | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | <input type="checkbox"/> Y <input type="checkbox"/> N | <b>40WECJV3994</b> | <b>8/26/2010</b>        | <b>8/26/2011</b>        | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ <b>1,000,000</b><br>E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b><br>E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b> |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Increased Employers' Liability and WV Deliberate Intent coverage included**

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Elizabeth Smock/BETH

# LICENSE

2010 - 2011

# 565568

City of Charleston, West Virginia

MUST BE POSTED IN A CONSPICUOUS PLACE

Date Issued: July 01, 2010

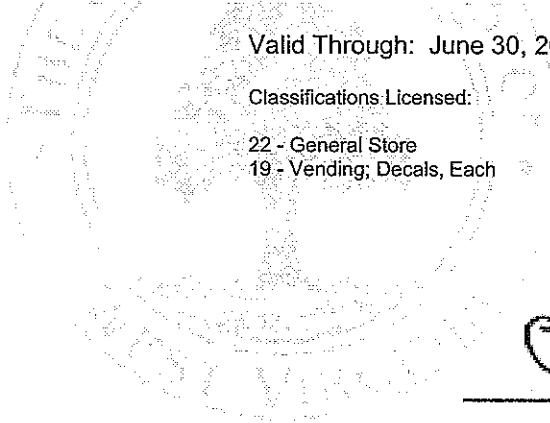
Valid Through: June 30, 2011

Name/Address:

CONTEMPORARY GALLERIES  
1210 SMITH STREET  
CHARLESTON, WV 25301

Classifications Licensed:

22 - General Store  
19 - Vending; Decals, Each



Charles B. Thompson  
City Collector

This license is not authentic unless pre-validated by machine

NOT TRANSFERABLE

565568-10491

# CONTRACTOR LICENSE

Authorized by the

## West Virginia Contractor Licensing Board

**Number:** WV030099

**Classification:**

SPECIALTY

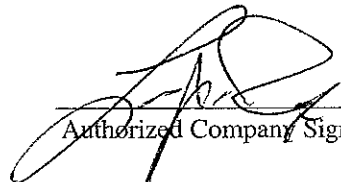
CONTEMPORARY GALLERIES OF WV INC  
DBA CONTEMPORARY GALLERIES OF WV INC  
1210 SMITH ST  
CHARLESTON, WV 25301


**Date Issued**

OCTOBER 21, 2010

**Expiration Date**

OCTOBER 21, 2011

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

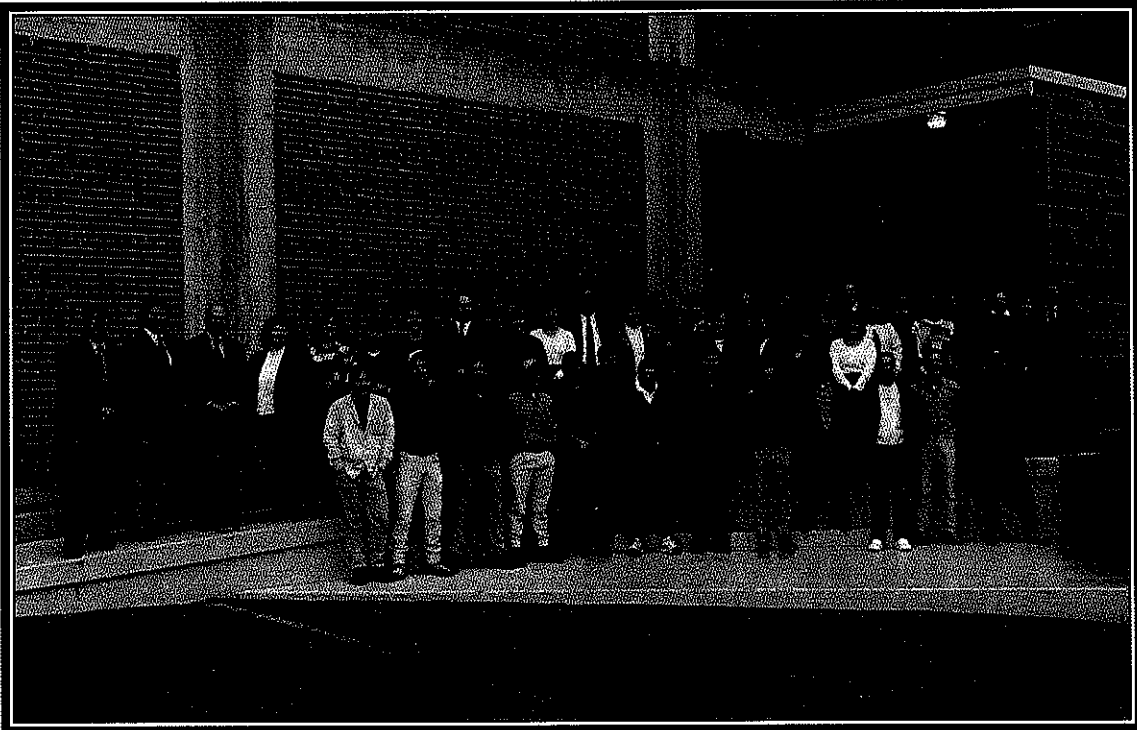
WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

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  9. Our Sales Staff
  10. Our Installation Crew
  11. Standards of Performance
  12. Additional Information
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**1. We Care.**

We consider our Clients to be our partners and often, our friends.

**2. We Listen.**

There is always room for improvement, and we know that. That is why when our customers tell us about something that is not working for them, we review and when necessary, change our procedure to better accommodate our customer's needs.

**3. We are never far away.**

Thanks to the advances of modern science, we can respond to your needs by fax, e-mail, with laptop computers and of course with the always-helpful actual person.

**4. We know our stuff.**

Experienced people solve problems. Our sales and design staff averages at least five years of industry experience.

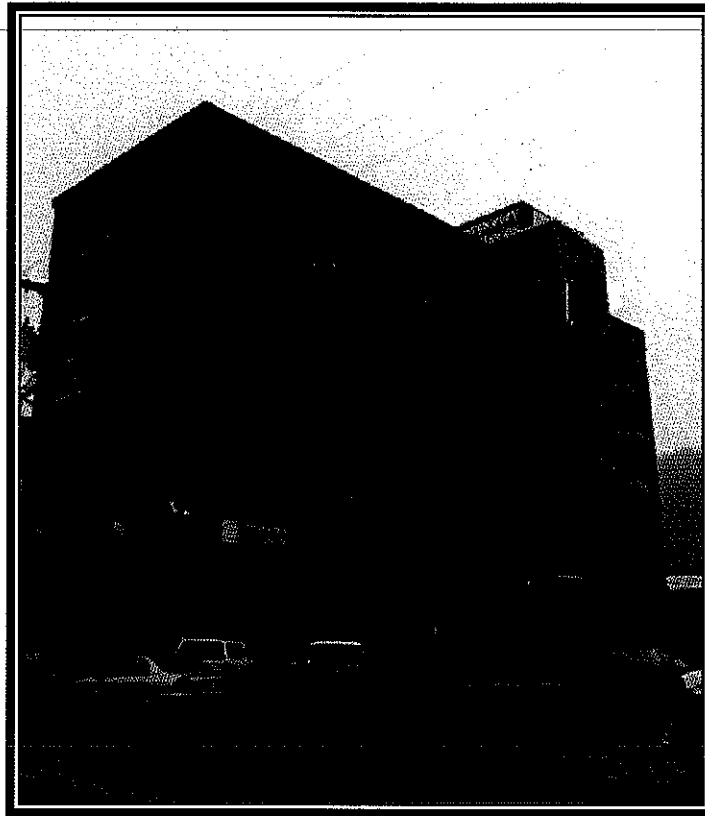
**5. We want your business.**

We strive to build long term relationships with our Customers. We promise to always have a voice on the other end of the line when you call with a question or problem, and our first priority will always be to make you happy.

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**C**ontemporary Galleries was established in 1976 to bring quality products and design services to West Virginia and surrounding states. We are a Herman Miller/Milcare dealership specializing in systems furniture, commercial, office and healthcare design. We also carry over four hundred different lines of furniture, finishes and accessories for commercial and residential interiors. We have all of the products necessary to outfit your space and meet your individual requirements and tastes.



Over the years Contemporary Galleries has developed and maintained an organization of key personnel capable of handling all aspects of design for any interior environment.

Our staff of professionals is here to serve you with knowledge and skills in interviewing, consultation, space planning, specifying, project management, repair and installation. We provide each client with a dedicated sales person, designer and customer service representative, so you will always have someone to call for any need. We also staff our own furniture installers to insure quality workmanship for each project.

Contemporary Galleries/CG Concepts actively covers all of West Virginia and parts of Virginia, Maryland, Pennsylvania, Ohio, and Kentucky. CG Concepts has a separate showroom with a warehouse, established in 1995, in Lexington, Kentucky, which enables this group to concentrate on the eastern and central Kentucky area.

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Contemporary Galleries is a full-service dealership with a commitment to helping you get your commercial project completed thoroughly and on time. We can provide all of the services you need to re-arrange an existing space or move into a new one. Our company represents many different manufacturers of business interiors products and can offer you several types of payment options ranging from traditional up front payment to cost-plus options and even leasing. Every detail of a project is addressed in a professional manner by our experienced staff.

Some of our staff services include:

- Qualified sales people who are knowledgeable about the products and services we offer and are prepared to discuss budget options and quality issues, as well as set forth a plan of action for your project.
- Talented designers who will manage every detail of your project from assessing your current needs to predicting your future ones. All of our designers hold four-year degrees and are fully trained in using CAD. Any Contemporary Galleries designer is ready to meet with you and/or your staff to consult on how to make your working environment better. They will also meet with your architect, construction and maintenance personnel to assure that all facets of a project have been addressed.
- Helpful customer service personnel who assist the designer and sales person in making sure that your project gets done right and on time. They follow your order from the time it is received through installation, and are always here to assist you with any problem, large or small.
- Polite and friendly installers who deliver and set up your furniture to your exact specifications. Our installers have been very carefully trained to unload, deliver and assemble all types of systems furniture, casegoods and seating. We are proud to say that we have the best and most efficient installation crew in the state.

As you can probably tell, our people make the difference at Contemporary Galleries. Because our staff is so qualified, we are able to provide many services to our customers before, during and after installation, some of which include:

- Computerized drafting, 3 dimensional drawings, color boards, renderings and specifications
  - Literature, educational materials, photographs, informative videos and slide presentations
  - The capability to e-mail drawings to architects and designers
  - Budgetary quotations for fiscal year planning
  - Receiving, unloading, staging, and installing furniture
  - Removal of all shipping materials and packaging
  - On-site evaluation and correction of any problems to ensure all product is operational
  - Removal of any excess furniture to storage
  - Cleaning, repair and refinishing of existing furniture
  - In service sessions for end users and maintenance personnel
  - Inventory management and warehousing of existing furniture
  - A certified electrician is available if required
-

### Planning Phase

- **Programming:** Get acquainted with and gather information from you. Collect data about the scope of the project and your long-term goals. Review your electrical and technological needs. Assess your workflow, storage requirements and any ergonomic issues.
- **Space planning:** Develop a layout for your space and review it with you for accuracy and functionality.
- **Finish selection:** Our qualified designers will help you select all of the fabrics and finishes required for your project, as well as any accessories you may need.
- **Pricing/ Budgeting:** We will provide you with a price that can fit an existing budget, or help you plan how much to budget in the future.

### Ordering Phase

- **Final layout approval:** We will provide you with a final drawing and specification for your review and approval before sending you your final quote.
- **Purchasing:** Our sales staff will help see you through any questions you may have about how to order your furniture and finishes. When your purchase order is received the order is placed electronically by our office staff. Then all members of the sales team are apprised of the status of your order so that you can be updated at any time.

### Installation Phase:

- **Shipping:** you will be notified when your furniture is expected to arrive so that you can make any necessary arrangements for your personnel.
- **Receiving:** the product is received in our warehouse and checked for freight damage and shortages.
- **Installation:** Our competent and courteous installers will arrive at your place of business

### Follow-up Phase:

- **Punch Lists:** Any product that arrived damaged, incorrect or just did not arrive at all will be expedited and installed as soon as possible.
  - **In Service:** At your request our staff is available to train your employees and/or maintenance personnel about any of your new furnishings.
  - **Guarantee:** We will warrant all products installed by our crew against poor workmanship for the lifetime of the product.
-

**Wells Fargo Third Party Administrators**

Brett Pritt

Vice President

304-353-8616

Brett is in charge of the furniture purchasing and reconfigurations of existing furniture for the company. We have been providing space planning, product inventory, warehousing and furniture for Wells Fargo for 20 years.

The most recent project consisted of 600 stations. 300 of the stations were new Herman Miller product and we had to integrate 300 existing stations of the same. The 300 existing stations were located at Wells Fargo's facility on Players Club Drive. The new location was the "Woodrums" building in downtown Charleston. The 300 workstations had to be disassembled, transported and reinstalled. This project was completed over a span of four weekends. The new and existing product was interfaced. That ability of the product, for interfacing, allows Acordia to reuse the product and maximize their investment.

**Allegheny Power**

Bob Shaver

Team Leader

340-367-3263

Bob is in charge of the majority of Allegheny Power's facilities throughout West Virginia. Our first encounter with Bob was over 5 ½ years ago, when we were contracted to install 200 workstations. With a tight 2-week deadline, we successfully completed the install 3 days early.

Since then we have been working with Bob and other team leaders providing products, space planning and services in a number of their facilities in West Virginia, Pennsylvania and Maryland.

Efficiency improved tremendously with the use of e-mail, to send floorplans back and forth through the revision process.

**Eastern States Oil and Gas**

Bob Alley

Manager, KY Producer Services

304-343-9566

Approximately 5 years ago, Bob was in charge of completely furnishing a newly renovated space from the ground up. He provided us with rudimentary space planning of what he had in mind. We took those and his further input and generated CAD plans along with 3-D's to assist him in the decision process. The project was fast track and we were able to meet every deadline. Since the original install, Eastern States Oil and Gas has enjoyed tremendous growth and we have accommodated their every need along the way.

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# 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: CONTEMPORARY GALLERIES      Signed: Jamie Sanders  
 Date: 12/15/10      Title: SALES DIRECTOR

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

RFQ No. SYSFURN10

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 exceeds 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: Contemporary Galleries, Inc.

Authorized Signature: *Paul Barber* Date: 12/15/10

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 15 day of December, 2010.

My Commission expires April 14, 2016, 20  .

**AFFIX SEAL HERE**

**NOTARY PUBLIC** *Carol Raider*

