



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**

RFQ COPY
 TYPE NAME/ADDRESS HERE

RFQ COPY

RFQ COPY

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 11/04/2010 | | | | |

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

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

RECEIVED
 2010 DEC 16 P 12:35
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 800.482.1616 | DATE December 14, 2010 |
| TITLE VP, Sales & Marketing | FEIN 35-1688210 | 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 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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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

SHIP TO

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

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

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

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|--|----------|-------|--------|-------------|------------|-----------------------------------|
| 0001 | 1 | JB | | 425-94 | | |
| <p>1. SYSFURN10 SPECIFICATIONS 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. 3. CERTIFICATION PAGE - SHOULD BE SIGNED AND RETURNED WITH BID. NO AWARD WILL BE DONE WITHOUT THIS CERTIFICATION. 4. AFFIDAVIT - SHOULD BE SIGNED AND RETURNED WITH BID. NO AWARD WILL BE MADE WITHOUT THE AFFIDAVIT. ***** 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. *****</p> <p>OFFICE FURNITURE, PANEL SYSTEMS, CHAIRS, ETC.</p> <p>***** 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> | | | | | | |
| SIGNATURE | | TITLE | | FEIN | | DATE |
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| <p>COVERAGE REQUIRED IS \$1,000,000. *****</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE OF WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>THE DISCOUNT PRICES INCLUDE DELIVERY AND INSTALLATION. ALL ITEMS ARE TO BE FULLY ASSEMBLED AND INSTALLED ON-SITE IN THE LOCATION DETERMINED BY THE AGENCY. THE VENDOR SHALL CHECK FOR DAMAGE, CLEAN AND ADJUST ALL FURNITURE SYSTEMS, AND MUST REMOVE ALL DEBRIS FROM THE PREMISES. ANY ITEM FOUND TO BE DAMAGED OR OTHERWISE UNACCEPTABLE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE AGENCY. DEBRIS AND PACKING MATERIALS ARE TO BE PROPERLY DISPOSED OF BY THE VENDOR AT ITS EXPENSE AND SHALL NOT BE LEFT AT THE JOB SITE.</p> <p>ALL ITEMS FURNISHED IN CONJUNCTION WITH THIS CONTRACT SHALL BE NEW. REFURBISHED AND/OR REFINISHED ITEMS SHALL NOT BE ACCEPTABLE. AN INSTALLATION SHALL MEAN ALL COMPONENTS, TOOLS, HARDWARE, LABOR, ETC. NECESSARY TO PROVIDE A COMPLETE INSTALLATION.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ONAND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS</p> | | | | | | |

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| | | | | | | |
| <p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> | | | | | | |

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| <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 X</p> <p>NO. 2 X</p> | | | | | | |

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| | NO. 3 | X | | | | |
| | 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;"><i>[Signature]</i> SIGNATURE</p> <p style="text-align: center;">Kimball International Marketing, Inc. COMPANY December 14, 2010 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. 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> | | | | | | |

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| <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: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST 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> | | | | | | |

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| BID OPENING TIME: PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 812.481.6174 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Kiersten Knies ----- | | | | | 1:30 PM | |
| ***** THIS IS THE END OF RFQ SYSFURN10 ***** TOTAL: | | | | | | See Attached _____ |

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.

Kimball International Marketing, Inc. complies.

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.

Kimball International Marketing, Inc. complies.

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.

Kimball International Marketing, Inc. complies.

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.

Kimball International Marketing, Inc. complies - see attached CDs

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.

Kimball International Marketing, Inc. complies. See Attached Memorandum 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

Kimball International Marketing, Inc. complies.

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 ANSI/BIFMA 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 ANSI/BIFMA 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.

Kimball International Marketing, Inc. complies. See signed Certification on company letterhead.

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.

Kimball International Marketing, Inc. complies – see attached warranties.

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 supply, but must inform the agency representative that the warranty will be void if a qualified representative does not work on the panel system.

Kimball International Marketing, Inc. complies.

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. The manufacturer's certification should be submitted with vendors bid. No award will be made without the letter of manufacturer's certification.

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.

Kimball International Marketing, Inc. complies. See signed certification on company letterhead

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.**

Kimball International Marketing, Inc. complies.

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.

Kimball International Marketing, Inc. omplies.

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.** - see attached 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

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. All new area require agencies of obtaining as least three bids and awarding to the lowest bid meet specification.

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.

Kimball International Marketing, Inc. complies.

1600 Royal Street Jasper, IN 47549
Telephone 812.482.1600

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.

Kimball International Marketing, Inc.

Vendor (Type Name of Company)

1600 Royal Street, Jasper, IN 47549

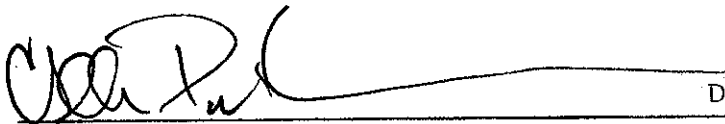
Address

Allen Parker

Vice President, Sales and Marketing

Name (Type Name)

Title



December 14, 2010

Signature

Date

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



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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|------------------------------|---------------|--------------------------|-----|---------------|
| 12/01/2010 | | | | |
| BID OPENING DATE: 12/14/2010 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|-----------------------------------|----------|-----|--------|--|------------|--------|
| ***** ADDENDUM NO. 1 ***** | | | | | | |
| 1. | | | | MANDATORY PRE-BID SIGN-IN SHEETS ATTACHED. | | |
| 2. | | | | SYSFURN10 QUESTIONS AND ANSWERS ATTACHED. | | |
| 3. | | | | SYSFURN10 SPECIFICATIONS REVISED AND ATTACHED. | | |
| ***** END OF ADDENDUM NO. 1 ***** | | | | | | |
| 0001 | 1 | JB | 425-94 | OFFICE FURNITURE, PANEL SYSTEMS, CHAIRS, ETC. | | |

SIGNATURE: *[Signature]* TELEPHONE: 800.482.1616 DATE: December 14, 2010

TITLE: VP, Sales & Marketing FEIN: 35-1688210

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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)**

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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.
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12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER
SYSFURN10

PAGE
2

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

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|--------------|---------------|----------|-----|---------------|
| 12/01/2010 | | | | |

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

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| ***** 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'

SIGN IN SHEET

Request for Proposal No. SYSFURN10

PLEASE PRINT

Date: November 15, 2010

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

| FIRM & REPRESENTATIVE NAME | MAILING ADDRESS | TELEPHONE & FAX NUMBERS |
|---|------------------------------------|--|
| Company: <u>Access Systems</u> | <u>4108 MacCormick Ave SE</u> | PHONE <u>304-340-4258</u> |
| Rep: <u>Paul Lipscomb</u> | <u>Charlotte, NC 25304</u> | TOLL FREE <u>800-442-2446</u> |
| Email Address: <u>lipscomb@access-wk.com</u> | | FAX <u>304-340-4283</u> |
| Company: <u>Franklin Interiors</u> | <u>106 Leisure Lane</u> | PHONE <u>304-840-3363</u> |
| Rep: <u>Barry Roberts</u> | <u>Huntington WV 25705</u> | TOLL FREE |
| Email Address: <u>broberts@franklininteriors.com</u> | | FAX <u>412-255-4689</u> |
| Company: <u>Allsteel, Inc.</u> | <u>346 Tampa Avenue</u> | PHONE <u>412-715-5108</u> |
| Rep: <u>Jeffrey Barber</u> | <u>Pittsburgh, PA 15228</u> | TOLL FREE <u>hermannnc@allsteeloffice.com</u> |
| Email Address: <u>barberj@allsteeloffice.com</u> | <u>walterje@allsteeloffice.com</u> | FAX <u>412-531-2199</u> ^{please call first} |
| Company: <u>National Office Furn / Kimball International</u> | <u>6805 Seedeckstone Dr</u> | PHONE <u>317-361-2353</u> |
| Rep: <u>Brad Trapf</u> | <u>Fertville, IN 46040</u> | TOLL FREE <u>800-482-1717</u> |
| Email Address: <u>Brad.Trapf@nationalofficefurniture.com</u> | | FAX <u>317-335-1045</u> |
| Company: <u>Kimball International Representing Kimball Office</u> | <u>2710 Turpin Knoll Ct.</u> | PHONE <u>513-368-8564</u> |
| Rep: <u>Monet Stansbury</u> | <u>Cincinnati, OH 45244</u> | TOLL FREE <u>800-482-1616</u> |
| Email Address: <u>monet.stansbury@kimball.com</u> | | FAX <u>513-233-8854</u> |

233.0654

SIGN IN SHEET

Page ___ of ___

Request for Proposal No. SYSFURN10

PLEASE PRINT

Date: November 15, 2010

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

| FIRM & REPRESENTATIVE NAME | MAILING ADDRESS | TELEPHONE & FAX NUMBERS |
|---|------------------------|------------------------------|
| Company: CONTEMPORARY GALLERIES | 1710 SMITH ST. | PHONE 304.344-1231 |
| Rep: PAUL SAWYER | CHARLESTON, WV 25301 | TOLL FREE 800.292-6984 |
| Email Address: paulcontgal@netscape.net | | FAX 304-344-1262 |
| Company: OfficeMax | | PHONE 304 781-7766 |
| Rep: Mick Bell | | TOLL FREE 800-642-6573 x8466 |
| Email Address: mickbella@officemax.com | | FAX 304-781-7766 call center |
| Company: CAPITOL BUSINESS INTERIORS | 711 JUDIANA AVE | PHONE 304.343.7551 |
| Rep: JACOB CLAYMAN | CHARLESTON WV 25302 | TOLL FREE |
| Email Address: JClayman@ntelos.net | | FAX 304.346.3350 |
| Company: Capital Business Interiors | 711 Indiana Ave. | PHONE 304.343.7551 |
| Rep: Kelli Paraga | Charleston, WV. 25302 | TOLL FREE |
| Email Address: KParaga@ntelos.net | | FAX 304.346.3350 |
| Company: ACCESS SYSTEMS | 4108 MAC CORKLE AVE SW | PHONE 304 340 4208 |
| Rep: JEFF FOWLER | CHARLESTON WV 25304 | TOLL FREE 800 442 2446 |
| Email Address: JFowler@AccessSWV.com | | FAX 304 340 |

SIGN IN SHEET

Request for Proposal No. SYSFURN10

PLEASE PRINT

*** PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD**

| FIRM & REPRESENTATIVE NAME | | MAILING ADDRESS | TELEPHONE & FAX NUMBERS |
|----------------------------|----------------------|-----------------|--------------------------|
| Company: | KI / CORBETT INC. | | PHONE 412-921-2611 |
| Rep: | DAVID WHITINS | | TOLL FREE 1-800-989-2277 |
| Email Address: | david.whiting@ki.com | | FAX 412-921-1539 |
| Company: | AJ-Allegheny Systems | | PHONE (304) 769-0202 |
| Rep: | Kelly Saul | | TOLL FREE 1-877-855-5255 |
| Email Address: | Kelly@ajwv.net | | FAX (304) 769-0203 |
| Company: | | | PHONE |
| Rep: | | | TOLL FREE |
| Email Address: | | | FAX |
| Company: | | | PHONE |
| Rep: | | | TOLL FREE |
| Email Address: | | | FAX |
| Company: | | | PHONE |
| Rep: | | | TOLL FREE |
| Email Address: | | | FAX |

SIGN IN SHEET

Page _____ of _____

Request for Proposal No. SYSFURN10

PLEASE PRINT

Date: November 15, 2010_

*** PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD**

| FIRM & REPRESENTATIVE NAME | MAILING ADDRESS | TELEPHONE & FAX NUMBERS |
|---|-----------------------------|---------------------------------|
| Company: <i>Arrows Products</i> | <i>1041 Eighth AVE.</i> | PHONE <i>304-522-7022</i> |
| Rep: <i>Mike Stevens</i> | <i>Huntington Wv. 25701</i> | TOLL FREE <i>1-800-642-1930</i> |
| Email Address: <i>Mike.Stevens@ArrowsProducts.com</i> | | FAX <i>304 525-3069</i> |
| Company: _____ | _____ | PHONE _____ |
| Rep: _____ | _____ | TOLL FREE _____ |
| Email Address: _____ | _____ | FAX _____ |
| Company: _____ | _____ | PHONE _____ |
| Rep: _____ | _____ | TOLL FREE _____ |
| Email Address: _____ | _____ | FAX _____ |
| Company: _____ | _____ | PHONE _____ |
| Rep: _____ | _____ | TOLL FREE _____ |
| Email Address: _____ | _____ | FAX _____ |

| | |
|----|--|
| 1Q | With regard to page 14, paragraph VI, under Acceptance Evaluation and Quality Assurance, upon further review I read that to say this letter of manufacturer's certification will be provided when an agency requests an acceptance inspection of an installation. Thus I'm reading that this letter is not a requirement of our response to this RFQ. Is this correct? |
| 1A | Paragraph VI on page 14 of 19 has been revised and the letter of manufacturer's certification should be submitted with bid. No award will be made without the letter of manufacturer's certification. |
| 2Q | With regard to page 18, the paragraph beginning "Purchases of \$250,000 or less". It mentions the "agencies shall issue a WV39..after meeting bidding requirements.." What are the bidding requirements? What is the advantage of this \$250,000 threshold? |
| 2A | The bidding requirement for any "new area" is that agencies must obtain three bids. |
| 3Q | Will a dealer bill option be available on the upcoming contract? |
| 3A | No, according to the Auditor's Office invoices and purchase orders must match the name on the awarded contract. |
| 4Q | Can a manufacturer be on more than one contract? |
| 4A | No |
| 5Q | Can a manufacturer who doesn't carry systems be on the contract as either a contract holder or under a dealer held contract? |
| 5A | According to the specifications..." The vendor who does not carry systems can not be awarded a contract; however they can be listed under a dealer within the submitted bid. |
| 6Q | Will you need any fire proof filing cabinets on this contract? |
| 6A | It could be possible. |
| 7Q | Page 12 Applicable Standards – do we need to have a copy of these compliancy documents included in our bid or have them available if needed? |
| 7A | Available upon request. |
| 8Q | Page 23 Service, Parts and Manuals – The last sentence should read, "If this is requested, the vendor should supply, but must inform the agency representative that the warranty will be voided if a qualified representative does not work on the panel system. |
| 8A | See revised specifications. |
| 9Q | Page 23 Acceptance Evaluation and Quality Assurance – Are the test results to be included in our bid? |
| 9A | See 1A. |

| | |
|-----|---|
| 10Q | Page 27 Purchases in Excess of 250K – What does the statement “these requirements may be bid on the open market” mean? Would the bid still be restricted to only vendors on the Statewide Contract? |
| 10A | If bid in the open market, only those vendors awarded a SYFURN10 contract would be eligible to bid. |
| 11Q | Two different places both CD’s only and books are mentioned as your required media for price lists, do you want both or only CD’s? You also state that you want one catalogue per CD, do you mean one catalogue or one manufacturer? If only one catalogue per CD you will end up with mountains of CD’s. |
| 11A | We are requesting that vendors should submit with bid a catalog for each manufacture bid, but would like a CD of the bid catalogs. Vendors can combine the exact catalogs bid on one or more CD’s. NOTE: We need two copies of each catalog and CD’s submitted. |
| 12Q | Page 21 Qualifications of bidders – Is this to be included in the bid package? |
| 12A | No, this is to be included during the bidding process for agencies. |
| 13Q | Are electronic catalogs acceptable? |
| 13A | See 11A. Electronic catalogs (on-line catalog) is not permitted. |
| 14Q | Are we allowed other discount types along with D&I? |
| 14A | No. |
| 15Q | Are local government agencies and colleges and universities allowed to procure via this contract and if so, how would their procedure differ from a state agency requirements? |
| 15A | Yes, this contract is opened to political subdivisions. Political subdivisions will follow their own purchasing laws and procedures. Only state colleges and universities can utilize this contract. |
| 16Q | Is the WV Department of Corrections, Prison Industries given preference? Are waivers required? What is this process and scope? |
| 16A | Yes, WV Prison Industries has preference under the West Virginia State Law. State Agencies are required to contact WV Prison Industries first when needing office furniture items, if WV Prison Industries is unable to supply the items they will issue a waiver. |
| 17Q | Are other forms of discounts in addition to delivered and installed acceptable..like delivered only? |
| 17A | No. |
| 18Q | Open Market – what does this clause mean? |
| 18A | See 10A. |

| | |
|-----|---|
| 19Q | Would open market items be allowed to be purchased under this contract in conjunction with approved products under contract? For example, if the ST WV doesn't allow a new casegoods introduction after the contract awarded, could that casegoods product be purchased by a State agency in conjunction with product contract? If local and universities allowed to purchase under this contract, would those they abide by the same rules regarding open market items? Can open market purchases be made in non emergency situations? |
| 19A | No. |
| 20Q | Ordering Procedure – Form WV39 – Is this form only applicable to State Agencies? If local and educational allowed to procure via this contract, would they be allowed to use their own forms? |
| 20A | WV39 form is only applicable to State Agencies. |
| 21Q | Will this be a multiple award? Will it be awarded to all the vendors that meet the requirements? |
| 21A | Multiple award. |
| 22Q | Vendors must be licensed – what all does that entail, how do we know if we have met all the licensing requirements. Is it the same as being registered to do business in the State of WV? |
| 22A | Vendors should submit current business licenses with bid. |
| 23Q | When a manufacturer introduces new products or existing product is enhanced, what is the procedure to add these to contract? |
| 23A | This can be done at renewal of contract only. |
| 24Q | How and when can we request price increases during the term of the contract? |
| 24A | Vendor may request that the catalog may be updated at renewal. If the Purchasing Division extends the offer to renew, and feels there are significant price increases, Purchasing reserves the right to re-bid the contract. NOTE: Discount is fixed for life of contract. |
| 25Q | Do we need to list servicing dealers? Is so when/how can they be added? |
| 25A | No |
| 26Q | Can a manufacturer be on more than one contract? For example can we have our own contract and partner with a dealer? Can we partner with more than one dealer? |
| 26A | No |
| 27Q | For new configuration 3 bids must be acquired even if purchasing from a contract holder? |
| 27A | Yes. |



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 |

RFQ COPY

TYPE NAME/ADDRESS HERE

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

| | | | | |
|------------------------------|---------------|--------------------------|-----|---------------|
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| BID OPENING DATE: 12/21/2010 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UQP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|---|------------|--------|
| ***** ADDENDUM #2 ***** | | | | | | |
| 1. ELECTRONIC VERSION OF SYSFURN10 PRICING PAGE CAN BE FOUND AT : WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM | | | | | | |
| THE PAPER COPY SHALL PREVAIL IF ANY DIFFERENCE EXISTS BETWEEN THE ELECTRONIC COPY AND THE PAPER BID SUBMITTED. | | | | | | |
| ***** END OF ADDENDUM #2 ***** | | | | | | |
| 0001 | 1 | JB | 425-94 | OFFICE FURNITURE, PANEL SYSTEMS, CHAIRS, ETC. | | |
| ***** THIS IS THE END OF RFQ SYSFURN10 ***** TOTAL: | | | | | | |

| | | | | | |
|--------------------------------|--|---|--|-----------------------------------|---------------------------|
| SIGNATURE | | SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | TELEPHONE 800.482.1616 | DATE December 14, 2010 |
| TITLE VP, Sales & Marketing | | FEIN 35-1688210 | | ADDRESS CHANGES TO BE NOTED ABOVE | |

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12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

EXHIBIT A - SYSFURN10

| Vendor/Contact Information | Manufacturer | Model/Line/Product | Catalog Identifier | Discount % |
|------------------------------|--------------|--------------------|--------------------|------------|
| Vendor: | | | | |
| | | | | |
| | | | | |
| Contract Coordinator: | | | | |
| | | | | |
| | | | | |
| Address: | | | | |
| | | | | |
| | | | | |
| Phone #: | | | | |
| | | | | |
| Fax #: | | | | |
| | | | | |
| Toll Free #: | | | | |
| | | | | |
| Email: | | | | |
| | | | | |
| Labor Rate: | | | | |
| | | | | |
| Design Fee: | | | | |
| | | | | |
| Signature: | | | | |
| | | | | |
| Print Name: | | | | |
| | | | | |
| Title: | | | | |
| | | | | |



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**

RFQ COPY
 TYPE NAME/ADDRESS HERE

SECTION

SECTION

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 12/08/2010 | | | | |

BID OPENING DATE: **12/21/2010** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| ***** ADDENDUM NO. 3 ***** | | | | | | |
| 1. TO PROVIDE ANSWERS TO THE FOLLOWING QUESTIONS: | | | | | | |
| 1Q. DO WE ACTUALLY NEED TO SUBMIT A BIFMA TESTING CERTIFICATION OR IS THE SHEET INCLUDED IN THE BID THAT SAYS WE AGREE THAT EVERYTHING MEETS SPECS? | | | | | | |
| 1A. SIGNING THE CERTIFICATION LETTER WILL BE ACCEPTABLE. | | | | | | |
| 2Q. CAN WE LIST TWO CONTRACT CONTACTS? | | | | | | |
| 2A. YES | | | | | | |
| 3Q. WE (MANUFACTURER) DID NOT PUBLISH OUR MOST RECENT PRICELIST - CAN WE JUST PROVIDE THEM ON CD? | | | | | | |
| 3A. YES | | | | | | |
| 2. BID OPENING DATE HAS BEEN MOVED TO 12/21/2010. | | | | | | |
| ***** END OF ADDENDUM NO. 3 ***** | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------------------|---------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE 800.482.1616 | DATE December 14, 2010 |
| TITLE VP, Sales & Marketing | FEIN 35-1688210 | 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 and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER:
SYSFURN10

PAGE:
2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

SUPPLIER

SUBMIT

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 12/08/2010 | | | | |

BID OPENING DATE: **12/21/2010** BID OPENING TIME: **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| 0001 | 1 | JB | | 425-94 | | |
| OFFICE FURNITURE, PANEL SYSTEMS, CHAIRS, ETC. | | | | | | |
| ***** 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'

| | |
|--------------------------------|---------------------|
| MEMORANDUM OF INSURANCE | DATE 01-Apr-2010 |
|--------------------------------|---------------------|

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <http://www.marsh.com/moi?client=4039>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

| | |
|--|---|
| PRODUCER Marsh USA Inc. ("Marsh") | COMPANIES AFFORDING COVERAGE |
| INSURED Kimball International, Inc. 1600 Royal Street Jasper, Indiana 47549 United States | Co.A Federal Insurance Company Co.B Discover Property & Casualty Insurance Company Co.C ACE American Insurance Company Co.D Liberty Mutual Insurance Corporation |

COVERAGES

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 MEMORANDUM 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 | POLICY EXPIRATION DATE | LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED | |
|------------------|--|--|-----------------------|------------------------|--|-----------|
| A | GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE | 7316-88-67* | 01-Apr-2010 | 01-Apr-2011 | GENERAL AGGREGATE | 2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | 2,000,000 |
| | | | | | PERSONAL AND ADV INJURY | 1,000,000 |
| | | | | | EACH OCCURRENCE | 1,000,000 |
| | | | | | FIRE DAMAGE (ANY ONE FIRE) | 1,000,000 |
| | | | | | MED EXP (ANY ONE PERSON) | 10,000 |
| B | AUTOMOBILE LIABILITY ANY AUTO | D002A00679* | 01-Apr-2010 | 01-Apr-2011 | COMBINED SINGLE LIMIT | 2,000,000 |
| | | | | | BODILY INJURY (PER PERSON) | |
| | | | | | BODILY INJURY (PER ACCIDENT) | |
| | | | | | PROPERTY DAMAGE | |
| C | EXCESS LIABILITY UMBRELLA FORM | XOOG24906292* | 01-Apr-2010 | 01-Apr-2011 | EACH OCCURRENCE | 5,000,000 |
| | | | | | AGGREGATE | 5,000,000 |
| | GARAGE LIABILITY | | | | AUTO ONLY (PER ACCIDENT) | |
| | | | | | OTHER THAN AUTO ONLY: | |
| | | | | | EACH ACCIDENT | |
| | | | | | AGGREGATE | |
| D D D D | WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE: | WA764D004123240 (AOS)* WC7641004123010 (WI OR)* | 01-Apr-2010 | 01-Apr-2011 | WORKERS COMP LIMITS | Statutory |
| | | | 01-Apr-2010 | 01-Apr-2011 | | |
| | | | 01-Apr-2010 | 01-Apr-2011 | | |
| | | | 01-Apr-2010 | 01-Apr-2011 | EL EACH ACCIDENT | 1,000,000 |

| | | | |
|----------|---|-------------------------------|-----------|
| INCLUDED | EW764N0004123040 (ID, IN, KY)* EW564N004123280 (FL)* | EL DISEASE - POLICY LIMIT | 1,000,000 |
| | | EL DISEASE - EACH EMPLOYEE | 1,000,000 |
| | | | |
| | | | |
| | | | |

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

| | | |
|---|--|----------------------------|
| MEMORANDUM OF INSURANCE | | DATE 01-Apr-2010 |
| <p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=4039. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p> | | |
| PRODUCER Marsh USA Inc. ("Marsh") | INSURED Kimball International, Inc. 1600 Royal Street Jasper, Indiana 47549 United States | |
| ADDITIONAL INFORMATION *GL - \$250,000 Retention *Auto Liability - \$250,000 Deductible *WC - \$500,000 Deductible/Retention *Umbrella - \$10,000 Retention | | |
| The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized. | | |

Limited Lifetime Warranty

National warrants that each piece of furniture will be free from defects in workmanship given normal use and care for as long as you, the original customer, owns and uses the product.

Normal use is defined as the equivalent of a single shift, 40 hour work week. In the event that a product is used more than normal use, the applicable warranty period will be reduced to 12 years and items that fall under different warranty limitations, as listed below, will be reduced to one-third (ex: Wood chair frames will be 4 years instead of 12 years). National, at its option, will repair or replace with comparable product any product, part or component shipped after September 1, 2000, if the claim is eligible under the conditions of this warranty.

Limitations

| | |
|--------------|--|
| Twelve Years | Wood Chair Frames |
| Ten Years | Seating Controls, Wood Veneers and Laminates |
| Five Years | High wear parts such as: Electrical Components, Polymer Based Components, Pneumatic Cylinders, Swivel Arm Pads, Casters, Chair Glides, Textiles, Foam, Covering Materials and Decorative Trim |

Exceptions: Boardwalk, Cachet and Russo upholstery offer a 3 year warranty

Exclusions

This warranty does not apply to:

- Damage caused by a carrier
- Normal wear and tear which is to be expected during the period of ownership
- Appearance, durability, quality, behavior, colorfastness or any other attribute of COM (Customer's Own Materials) or any other non-standard National material (including Maharam, Momentum and cf stinson) specified by the customer after application to a National product
- Color, grain or texture of wood, laminate and other covering materials
- Non-compliance with installation and maintenance instructions
- Damages or failures resulting from modifications, alterations, misuse, abuse or negligence of our products

Gotcha™ 24 Hour Use Seating

Warranty on Gotcha 24 Hour Use models is 5 years from date of purchase for seating controls and pneumatic cylinders and 2 years from date of purchase for casters, textiles and foam.

Engineer-to-Order Products

National warrants all Engineer-to-Order products to be free from defects in workmanship given normal use and care for 3 years of single shift service.

Finish Warranty

Minor variations in finish color may occur due to the unique texture and grain of wood.

Follow these procedures to process warranty issues:

1. Contact National Customer Service (800.482.1717) and provide them with the serial number from the product in question and the purchase order number or acknowledgement number and a detailed description of the warranty issue. **Serial numbers are mandatory before the claim can be processed.**
2. Customer Service will determine and pre-approve all resolutions to the claim such as replacement units, service parts, labor and repair charges. Upon approval, resolutions will be assigned an authorization number.
3. The authorization number must be included on all invoices for reimbursement. Any unauthorized charges will not be the responsibility of National.

As the manufacturer of your furniture, we stand behind our craftsmanship and pledge to do everything we can to resolve any problems you may have within the terms of this warranty as quickly as possible.

There are no other warranties except as expressly set forth here, either expressed or implied including any warranty of merchantability or fitness for any particular purpose. We exclude and will not pay consequential or incidental damages under this warranty.

National Office Furniture
1205 Kimball Boulevard
Jasper, Indiana 47549
800.482.1717
Fax 812.482.8800
www.NationalOfficeFurniture.com

Kimball Office warrants that its products sold hereunder are free from defects in material and workmanship given normal use and care for a lifetime of single shift service. Normal use is defined as the equivalent of a single shift, 40 hour work week. In the event that use of a product exceeds normal use, the warranty period for such product will be reduced to 12 years, and the warranty for the items that fall under different warranty limitations, as listed below, will be reduced to one-third of the original warranty. At its option, Kimball Office will repair or replace with comparable product, excluding Bingo Seating, free of charge to the customer, any product, part or component manufactured and/or sold in North America after November 6, 2000, and after January 21, 2002 for Skye Seating, which fails under normal use as a result of such defect. This warranty is made by Kimball Office to the original customer for as long as the original customer owns and uses the product.

Kimball Office warrants that its Bingo products are free from defects in materials and workmanship given normal use and care for **five years of single shift service**. At its option, Kimball Office will repair or replace with comparable product, free of charge to the customer, any product, part or component manufactured and/or sold in North America after June 18, 2001, which fails under normal use as a result of such defect. This warranty is made by Kimball Office to the original customer for as long as the original customer owns and uses the product.

Warranty periods are limited for certain products and parts as follows:

10-Year Warranty (from the date of manufacture) · Seating mechanisms · Veneers

5-Year Warranty (from the date of manufacture) · High-wear parts · Pneumatic lifts · Electrical/power products · Casters and glides · Inflatable lumbar supports · Lighting · Desk sets · Monitor arms · Keyboard kits · Covering materials (such as foam, most textiles, laminate, thermofoil, and decorative trim)

3-Year Warranty (from the date of manufacture) · Upholstery patterns Bittersweet, Boardwalk, Cachet, Jazz, Legato, and Patina Plush · Wool felt · Custom products

This warranty does not cover:

- Naturally occurring variations and differences in grain character and color between and within wood species
- Natural variations in marble and leather
- Damage caused by a freight carrier
- C.O.M. (Customer's Own Material) or any other non-standard Kimball Office material specified by the customer, including attributes such as appearance, durability, quality, colorfastness, etc.
- Carnegie, Maharam, Momentum, and Pollack Alliance Programs
- Alterations to the product not expressly authorized by Kimball Office
- Products considered to be of consumable nature (such as bulbs, light ballast, and certain electronic products)

This warranty is only valid if the products are given normal and proper use, and installed or used in accordance with Kimball Office installation and/or application guidelines, and installed by an authorized Kimball Office dealer or agent. Kimball Office assumes no responsibility for repairs to products sustaining damages resulting from user modification, attachments to a product, misuse, abuse, alteration, or negligent use of our products.

Facilities managers and users are urged to make periodic inspections to look for damages or signs of structural fatigue incurred in daily handling and use. Examinations must include the structural joints, corner blocks, screws or fasteners, welds, and any other points of stress. If any problems are found, the product should be taken out of service.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WE EXCLUDE AND WILL NOT PAY CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THIS WARRANTY.

As the manufacturer of your furniture, we stand behind our craftsmanship and pledge to do everything we can to resolve any problems you have within the terms of this warranty as quickly as possible.

Kimball Office warrants that its Bingo products are free from defects in materials and workmanship given normal use and care for five years of single shift service. Normal use is defined as the equivalent of a single shift, 40 hour work week. At its option, Kimball Office will repair or replace with comparable product, free of charge to the customer, any product, part or component manufactured and/or sold in North America after June 18, 2001, which fails under normal use as a result of such defect.

This warranty is made by Kimball Office to the original customer for as long as the original customer owns and uses the product.

Please follow the procedures described below to process warranty issues:

- 1) Contact Customer Service and provide them with the serial number from the product in question, the purchase order number or acknowledgement number, and a detailed description of the warranty issue. Serial numbers are mandatory before the claim can be processed.
- 2) Customer Service will determine and pre-approve all resolutions to the claim, such as replacement units, service parts, labor and repair charges. Upon approval, resolutions will be assigned an authorization number, which must be included on all invoices for reimbursement. Any unauthorized charges will not be the responsibility of Kimball Office.

Kimball Office warrants all Custom products to be free from defects in workmanship given normal use and care for three years of single shift service. This warranty does not cover:

- Naturally occurring variations and differences in grain character and color between and within wood species
- Damage caused by a freight carrier
- Alterations to the product not expressly authorized by Kimball Office

Kimball Office's warranty is only valid if the products are given normal and proper use, and installed or used in accordance with Kimball Office installation and/or application guidelines, and installed by an authorized Kimball Office dealer or agent. Kimball Office assumes no responsibility for repairs to products sustaining damages resulting from user modification, attachments to a product, misuse, abuse, alteration, or negligent use of our products.

Facilities Managers and users are urged to make periodic inspections to look for damages or signs of structural fatigue incurred in daily handling and use. Examinations must include the structural joints, corner blocks, screws or fasteners, welds, and any other points of stress. If any problems are found, the product should be taken out of service.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WE EXCLUDE AND WILL NOT PAY CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THIS WARRANTY.

As the manufacturer of your furniture, we stand behind our craftsmanship and pledge to do everything we can to resolve any problems you have within the terms of this warranty as quickly as possible. If you have followed the procedures described in the warranty and your problem has not been resolved to your satisfaction, you can write or call us directly. Please relate all relevant facts.

Kimball Office
ATTN: Customer Service
1600 Royal Street
Jasper, Indiana 47549
Telephone: 800.482.1818
800.647.2010 (Gov't Sales)

Kimball Office warrants that its Skye products are free from defects in materials and workmanship given normal use and care for a lifetime of single shift service. Normal use is defined as the equivalent of a single shift, 40 hour work week. In the event that a product is used more than normal use, the applicable warranty period will be reduced to 12 years and the items that fall under different warranty limitations, as listed below, will be reduced to one-third of the original warranty. At its option, Kimball Office will repair or replace with comparable product, free of charge to the customer, any product, part or component manufactured and/or sold in North America after January 21, 2002, which fails under normal use as a result of such defect. Skye carries a 10 year warranty for mechanical parts, including controls, cylinders, casters, lumbar supports, and other mechanical devices. There is a 5 year warranty on fabric, foam, other covering materials and decorative trim. Three-year warranty (from date of manufacture) for custom products and upholstery patterns Bittersweet, Cachet, Jazz, Legato, Patina Plush, and Russo.

This warranty is made by Kimball Office to the original customer for as long as the original customer owns and uses the product.

Please follow the procedures described below to process warranty issues:

- Contact Customer Service and provide them with the serial number from the product in question and the purchase order number or acknowledgement number and a detailed description of the warranty issue. Serial numbers are mandatory before the claim can be processed.
- Customer Service will determine and pre-approve all resolutions to the claim such as replacement units, service parts, labor and repair charges. Upon approval, resolutions will be assigned an authorization number.
- The authorization number must be included on all invoices for reimbursement. Any unauthorized charges will not be the responsibility of Kimball Office.

This warranty does not cover:

- Natural variations in leather are not considered defects under this warranty.
- Damage caused by a freight carrier.
- C. O. M. (Customer's Own Material) or any other non-standard Kimball Office material specified by the customer is not warranted. This includes attributes such as appearance, durability, quality, colorfastness, etc.
- Pollack, Maharam, and Momentum Alliance Programs are non-standard materials, not covered under this warranty.
- Alterations to the product not expressly authorized by Kimball Office.

Kimball Office's warranty is only valid if the products are given normal and proper use, and installed or used in accordance with Kimball Office installation and/or application guidelines, and installed by authorized Kimball Office dealer or agent. Kimball Office assumes no responsibility for repairs to products sustaining damages resulting from user modification, attachments to a product, misuse, abuse, alteration, or negligent use of our products. Facilities Managers and users are urged to make periodic inspections to look for damages or signs of

structural fatigue incurred in daily handling and use. Examinations must include the structural joints, corner blocks, screws or fasteners, welds, and any other points of stress. If any problems are found, the product should be taken out of service.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WE EXCLUDE AND WILL NOT PAY CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THIS WARRANTY.

As the manufacturer of your furniture, we stand behind our craftsmanship and pledge to do everything we can to resolve any problems you have within the terms of this warranty as quickly as possible.

If you have followed the procedures described in the warranty and your problem has not been resolved to your satisfaction, you can write or call us directly.

Please relate all the pertinent facts and send your letter to:

Kimball Office

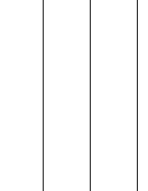
ATTN: Customer Service

1600 Royal Street

Jasper, Indiana 47549

Telephone: 800.482.1818

EXHIBIT A - SYSFURN10

| Vendor/Contact Information | Manufacturer | Model/Line/Product | Catalog Identifier | Discount % |
|------------------------------|---|--------------------------------------|--------------------|------------|
| Vendor: | Kimball Office | Systems | PLSYS Ver. 101510 | 63% |
| | | Casegoods | PLCA Ver. 101510 | 53% |
| | | Seating | PLSE Ver. 101510 | 53% |
| | | Metal Filing | PLMF Ver. 101510 | 53% |
| | | HUM | PLHUM Ver. 101510 | 63% |
| | | Tables | PLTA Ver. 101510 | 53% |
| | National Office Furniture | Casegoods \$1.00 - \$24,999.99 | NPLC Ver. 10 | 50% |
| | | Casegoods \$25,000.00 - \$249,999.99 | NPLC Ver. 10 | 51% |
| | | Seating \$1.00 - \$24,999.99 | NPLS Ver. 10 | 50% |
| | | Seating \$25,000.00 - \$249,999.99 | NPLS Ver. 10 | 51% |
| | | Tables \$1.00 - \$24,999.99 | NPLT | 50% |
| | | Tables \$25,000.00 - \$249,999.99 | NPLT | 51% |
| Contract Coordinator: | Kiersten Knies | | | |
| Address: | 1600 Royal Street Jasper, IN 47549 | | | |
| Phone #: | 812.481.6792 | | | |
| Fax #: | 812.481.6174 | | | |
| Toll Free #: | 800.482.1616 | | | |
| Email: | kiersten.knies@kimball.com | | | |
| Labor Rate: | maximum \$50.00 per hour | | | |
| Design Fee: | maximum \$50.00 per hour | \$750.00 maximum per project | | |
| Signature: |  | | | |
| Print Name: | Allen Parker | | | |
| Title: | Vice President | Sales and Marketing | | |

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

RFQ No. 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 exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Kimball International Marketing, Inc.

Authorized Signature: *[Signature]* Date: December 14, 2010

State of Indiana

County of Dubois, to-wit:

Taken, subscribed, and sworn to before me this 14th day of December, 2010.

My Commission expires October 31, 2010.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

