



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	F.O.B.	FREIGHT TERMS
11/04/2010				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>REQUEST FOR QUOTATION</b>  THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT FOR SYSTEMS FURNITURE AND ALL OTHER TYPES OF OFFICE FURNITURE.  *****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 21 AM 10:47  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carol Shadwell</i>	TELEPHONE 614-870-4680	DATE 12/16/10
TITLE GENERAL MANAGER	FEIN 82-0100960	ADDRESS CHANGES TO BE NOTED ABOVE

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

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

### INSTRUCTIONS TO BIDDERS

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



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**2**

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	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/04/2010				
BID OPENING DATE: 12/14/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOF	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		425-94		
<p>1. SYSFURN10 SPECIFICATIONS</p> <p>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.</p> <p>3. CERTIFICATION PAGE - SHOULD BE SIGNED AND RETURNED WITH BID. NO AWARD WILL BE DONE WITHOUT THIS CERTIFICATION.</p> <p>4. AFFIDAVIT - SHOULD BE SIGNED AND RETURNED WITH BID. NO AWARD WILL BE MADE WITHOUT THE AFFIDAVIT.</p> <p>*****</p> <p>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>*****</p> <p>OFFICE FURNITURE, PANEL SYSTEMS, CHAIRS, ETC.</p> <p>*****</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 VENDOR SHALL PROVIDE PROOF OF INSURANCE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

BUYER

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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 ON .....AND 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>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:          NO. 1 . 12/1/2010          NO. 2 . 12/2/2010</p>						

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NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"><i>Carol Sheddell</i> SIGNATURE</p> <p style="text-align: center;">OFFICE MAX. aka. O.M. WORKSPACE COMPANY</p> <p style="text-align: center;">..... 12/16/10 ..... 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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**7**

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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:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          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: <u>888-205-3779</u>					1:30 PM	
CONTACT PERSON (PLEASE PRINT CLEARLY): <u>Deana Rogers</u>						
***** THIS IS THE END OF RFQ SYSFURN10 ***** TOTAL:						_____

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VENDOR

\*502130846 01 304-781-7766  
 OFFICEMAX INC  
 184 SOUTH EDMONT RD  
 HUNTINGTON WV 25701

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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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Card Shadwell</i>	TELEPHONE 614-870-4030	DATE 12/16/10
TITLE GENERAL MANAGER	FEIN 82-0100960	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**SYSFURN10**

PAGE  
**2**

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

**VENDOR:**  
\*502130846 01 304-781-7766  
OFFICEMAX INC  
184 SOUTH EDMONT RD  
HUNTINGTON WV 25701

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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'

EXHIBIT A - SYSFURN10


Vendor/Contact Information	Manufacturer	Model/Line/Product	Catalog Identifier	Discount %	Dockside	Discount %	Installed
Vendor: OfficeMax dba OMMWorkspace	Teknion	Ability	TAB	71.87			70.06
Contract Coordinator: Mick Bell/Deana Rogers-Account Manager	Teknion	Complements	TCO	71.87			70.06
Carol Shadwell-Market Manager	Teknion	Filing & Storage	TFP	71.87			70.31
Address: 184 South Edgemont Road	Teknion	Leverage Systems	TLE	71.87			70.06
Huntington WV 25701	Teknion	Boulevard Systems	TBP	69.08			67.27
Phone #: MB 304.781.7766 / DR 614.870.4944	Teknion	Expansion Casegoods	RCA	65.34			63.53
Fax #: 888.205.3779	Teknion	Expansion Desking	RBU	65.34			63.53
Toll Free #:	Teknion	Expansion Training	RET	65.34			63.53
Email: MickBell@OfficeMax.com	Teknion	Tables	TTA	65.34			63.78
DeanaRogers@OMMWorkspace.com	Teknion	Seating	TSC	61.1			59.79
Labor Rate:	Teknion	Wood Casegoods	REW	60.6			58.79
\$50/HR & \$75/HR After Hours	Teknion	Xpress Filing & Storage	TFQ	71.87			70.31
Design Fee:	Teknion	Xpress Expansion Casegood	RCCQ	65.34			63.53
\$50/HR	Teknion	Xpress Expansion Desking	RBQ	65.34			63.53
Signature: 	Teknion	Xpress Seating	TSQ	61.1			59.79
Print Name:							
Carol Shadwell 614.870.4680							
Title:							
Market Manager							

EXHIBIT A - SYSFURN10

Vendor/Contact Information	Manufacturer	Model/Line/Product	Catalog Identifier	Discount %	Dockside	Discount %	Installed
Vendor:	Teknion	Ability	TAB		71.87		70.06
OfficeMax dba OMMWorkspace	Teknion	Complements	TCO		71.87		70.06
Contract Coordinator:	Teknion	Filing & Storage	TFP		71.87		70.31
Mick Bell/Deana Rogers-Account Manager	Teknion	Leverage Systems	TLE		71.87		70.06
Carol Shadwell-Market Manager	Teknion	Boulevard Systems	TBP		69.08		67.27
Address:	Teknion	Expansion Casegoods	RCA		65.34		63.53
184 South Edgemont Road	Teknion	Expansion Desking	RBU		65.34		63.53
Huntington WV 25701	Teknion	Expansion Training	RET		65.34		63.53
Phone #:	Teknion	Tables	TTA		65.34		63.78
MB 304.781.7766 / DR 614.870.4944	Teknion	Seating	TSC		61.1		59.79
Fax #:	Teknion	Wood Casegoods	REW		60.6		58.79
888.205.3779	Teknion	Xpress Filing & Storage	TFQ		71.87		70.31
Toll Free #:	Teknion	Xpress Expansion Casegood	RCQ		65.34		63.53
Email: MickBell@OfficeMax.com	Teknion	Xpress Expansion Desking	RBQ		65.34		63.53
DeanaRogers@OMMWorkspace.com	Teknion	Xpress Seating	TSQ		61.1		59.79
Labor Rate:							
\$50/HR & \$75/HR After Hours							
Design Fee:							
\$50/HR							
Signature:							
							
Print Name:							
Carol Shadwell 614.870.4680							
Title:							
Market Manager							

Teknion will, at no cost to the original purchaser and for as long as the original purchaser owns a Teknion product, repair or replace with a comparable product, at Teknion's option, any part or product sold after January 1, 1995, which fails as a result of a defect in its design, materials or workmanship. For all purposes of this warranty the term "purchaser" is defined as the entity or individual acquiring a new Teknion product as the initial purchaser thereof either from Teknion or an authorized Teknion Dealer.

**Exceptions to this warranty include:**

- Teknion warrants its Wood Casegoods products to be free from defects in material and workmanship for a period of 10 years, of single-shift service, from the date of delivery;
- Task Lights and grommets, which are warranted for one year from the date of delivery;
- Teknion fabrics and wood veneers, which are warranted for five years from the date of delivery;
- Complements products which are warranted for a period of five years, except for lighting products which are warranted for one year, from the date of delivery;
- Electrical components, which are warranted for 10 years from the date of delivery;
- Moving parts, which include glides, slides, casters, user-adjustable worksurface mechanisms, arms, and bases which are warranted for five years from the date of delivery;
- Seating mechanisms for all seating products, are warranted for 10 years of single shift usage from date of delivery;
- Pneumatic cylinders for all seating products, are warranted for 10 years of single shift usage from date of delivery;
- Altos® and Optos™ Full-Height Wall Systems which are warranted for 10 years from the date of delivery;
- The Routes™ flooring system which is warranted for 10 years from the date of delivery;
- Iterby Italiana Mobili S.r.l. products which are warranted for five years from the date of delivery.

**This warranty does not include:**

- Customer's Own Material or finishes applied to Teknion products (which include graded-in fabrics, which are treated by Teknion as a Customer's Own Material);
- Ballast and light bulbs;
- Natural Wood Veneer which is a natural material and will have shade differences between veneer sheets, which will be more apparent between differing lots and fading on wood veneers that can be caused by exposure to U.V. rays/sunlight;
- Wood color, grain and stain acceptance which may occur due to the natural elements of wood;
- Products which have been modified or which have not been installed or used according to Teknion's application and installation guidelines or warnings;
- Products that must be replaced due to normal wear and tear, negligence, abuse, accident or shipping damage;
- Products used for rental purposes.

In no event shall Teknion be liable in either tort or contract for any loss or direct, special, incidental, consequential or exemplary damages.

**This warranty is the Customer's sole remedy for product defect. Teknion makes no warranties, including the express or implied warranties of merchantability and fitness for a particular purpose, other than the express warranties contained herein.**

# 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.

OFFICEMAX INCORPORATED dba OM WORKSPACE

Vendor (Type Name of Company)

184 South Edgemont Rd. Huntington, WV 25701

Address

CAROL SHADWELL GENERAL MANAGER

Name (Type Name)

Title

Carol Shadwell 12-1-10

Signature

Date

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/04/2010

PRODUCER  
MARSH USA INC.  
500 WEST MONROE STREET  
CHICAGO, IL 60661

995703-STND-10-11-10-11

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

INSURED  
OFFICEMAX INCORPORATED  
263 SHUMAN BOULEVARD  
NAPERVILLE, IL 60563

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins Co Pittsburgh PA	19445
INSURER B: St. Paul Fire & Marine Ins Co	24767
INSURER C: New Hampshire Ins Co	23841
INSURER D: Insurance Company Of The State Of PA	19429
INSURER E: Liberty Insurance Corporation	42404

## COVERAGES

5

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SELF-INSURED RETENTION (SIR) \$1,000,000 GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL 7146060	01/01/2010	01/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CA 6647421 (AOS) CA 6647422 (MA) CA 6647423 (VA)	01/01/2010	01/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	QK01202221	01/01/2010	01/01/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC 060169674 (AOS) WC 060169675 (CA) WC 060169676 (FL) WC 060169678 (MA, PA)	01/01/2010	01/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C		OTHER WC - EMP LIAB	WC 060169679 ND,NY,WI,WV,WY	01/01/2010	01/01/2011	SEE ABOVE
C		WC - EMP LIAB	WC 060169677 (TX)	01/01/2010	01/01/2011	SEE ABOVE
E		WC - EMP LIAB	WC-641-437982-010 (OR)	01/01/2010	01/01/2011	SEE ABOVE
A		EXCESS WC (SIR \$1,000,000)	WC 0910550 AL,IL,MN,NV,OH,WA	01/01/2010	01/01/2011	SEE ABOVE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
EVIDENCE OF COVERAGE ONLY

CERTIFICATE HOLDER CHI-002741519-09

## CANCELLATION

OFFICEMAX INCORPORATED  
263 SHUMAN BLVD.  
NAPERVILLE, IL 60563

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

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.  
Mary Radaszewski

*Mary Radaszewski*

## **IMPORTANT**

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

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

## **DISCLAIMER**

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

The Ohio Bureau of Workers' Compensation  
30 W. Spring St.  
Columbus, OH 43215-2256



Ted Strickland  
Governor  
ohiojobwc.com

Marsha P. Ryan  
Administrator  
1-800-0HIOBWC

## CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec. 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy No. & Employer 20004101  OFFICEMAX NORTH AMERICA, INC 263 SHUMAN BLVD NAPERVILLE, IL 60563	Period Specified Below  1st DAY OF May 2008 1st DAY OF May 2009
---	--

Subs

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

A handwritten signature in cursive script that reads 'Marsha P. Ryan'.

Marsha P. Ryan  
Administrator

BWC-7201  
SI-1

OMWorkspace  
1331 Boltonfield Street  
Columbus, OH 43228  
www.omworkspace.com



**City of Martinsburg**  
232 N. Queen Street / P.O. Box 828  
Martinsburg, WV 25402  
(304) 264-2131

06/11/2010

Dear Business Owner:

Thank you for your business license payment.

Below is your business license. Please verify the information on your license and notify us of any discrepancies.

If your business is located in the City of Martinsburg, please display this license in a conspicuous location on your business premises. If your business is not located in the City of Martinsburg, please carry a copy of this license while conducting business in the City of Martinsburg.

Questions concerning your business license should be directed to the City's License Clerk at 304-264-2131 between 8:00 am and 5:00 p.m.

City of Martinsburg, WV

**Detach Business License and post in a conspicuous place.**

**CITY OF MARTINSBURG, WV  
BUSINESS LICENSE**

Business Name:

OFFICEMAX INC #902

Business Location:

745 FOXCROFT AV  
MARTINSBURG WV 25401

Business Type:

GENERAL BUSINESS

License #:

6792-37525

License Year:

2010-2011

Expiration Date:

06/30/2011

License Amount:

\$15.00

OFFICEMAX INC #902  
TAX DEPT/LICENSE DEPT  
263 SHUMAN BLVD  
NAPERVILLE IL 60563

**NON-TRANSFERABLE**

**POST THIS IN A CONSPICUOUS PLACE**

Page \_\_\_\_\_ of \_\_\_\_\_  
Date: November 15, 2010

TELEPHONE & FAX NUMBERS

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	PHONE	TOLL FREE	FAX
Company: CONTEMPORARY GALLERIES	1210 SMITH ST.	304.344.1231		
Rep: PAUL SAWYER	CHARLESTON, WV 25301		800.292.6984	
Email Address: paulcontgal@netscape.net				304.344.1242
Company: OfficeMax		PHONE 304 781-7766		
Rep: Mick Bell		TOLL FREE 800.642.6738		
Email Address: mickbell@officemax.com		FAX 304-781-7766		
Company: CAPITAL BUSINESS INTERIORS	711 JUDIANA AVE	PHONE 304.343.7551		
Rep: JARA CHAYMAN	CHARLESTON WV 25302	TOLL FREE		
Email Address: JCHAYMAN@NTLOS.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 MACCORKLE 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		



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**

\*502130846 01 304-781-7766  
**OFFICEMAX INC**  
**184 SOUTH EDMONT RD**  
**HUNTINGTON WV 25701**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/02/2010				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM #2 *****						
1. <u>ELECTRONIC VERSION OF SYSFURN10 PRICING PAGE</u> <u>CAN BE FOUND AT</u> <u>WWW.STATE.WV.GS/ADMIN/PURCHASE/NEWBUL.HTM</u>						
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:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Carol Sherwell TELEPHONE: 614-870-4680 DATE: 12/16/10

TITLE: General Manager FEIN: 82-0100960 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**SYSFURN10**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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

VENDOR

SHIP TO

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
***** 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 <i>Carol Sheddell</i>	TELEPHONE 614-070-4680	DATE 12/16/10
TITLE GENERAL MANAGER	FEIN 82-0100960	ADDRESS CHANGES TO BE NOTED ABOVE

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

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: OM WORKSPACE Signed: Carol Sheddell  
 Date: 12/1/10 Title: GENERAL MANAGER

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



RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: OFFICEMAX INCORPORATED dba OM WORKSPACE

Authorized Signature: Carol Shadwell Date: 12-1-10

State of Ohio

County of Franklin, to-wit:

Taken, subscribed, and sworn to before me this 1<sup>st</sup> day of December, 2010

My Commission expires May 21, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC Holly Adair



HOLLY ADAIR  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
May 21, 2014