



contemporary galleries

October 28, 2014

WV Purchasing
ATTN: Robert Kilpatrick
2019 Washington Street, East
Charleston, WV 25305

RE: CRFQ# 0506 HHR1500000002

Dear Robert:

Attached is our quotation for CRFQ# 0506 HHR1500000002. As per your request, we have used the pricing pages that were attached to addendum #3. Please note that any changes to "type" were highlighted in yellow as were any additional items needed to complete the requested items.

We appreciate the opportunity to bid on this request and look forward to working with you in the future. Thank you for your interest in Contemporary Galleries.

Please call if you have any questions or need any additional information. (304) 344-1231.

Sincerely,

A handwritten signature in black ink that reads "Jennifer B. Kirkpatrick". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jennifer B. Kirkpatrick
Sales/Design
jkirkpatrick@cgwv.com

Enc.

10/29/14 11:43:11AM
West Virginia Purchasing Division

Vendor/Contact Information	TYPE	TYPE DESCRIPTION	Catalog Identifier	Client Discount
Vendor:	SYSTEM	Panels, hardware, worksurfaces, hanging storage	ACTION OFFICE-WV	70.40%
Contemporary Galleries				
Contract Coordinator:	SYSACC	Computer support, paper management, accessories	THRIVE-WV	57.00%
Jennifer B. Kirkpatrick				
Address:	PDU	Pedestal Units Mobile/Freestanding/Hanging - METAL	TU STORAGE-WV (excluding laterals)	65.30%
1210 Smith Street				
Charleston, WV 25301	FSD	Freestanding Desks & Tables LAMINATE	GLOBAL LAMINATE DESKS/TABLES/FILING-WV	49.80%
Phone# :				
(304) 344-1231	FSF	Freestanding Furniture: Credenzas/Bookcases/Storage/Filing LAMINATE	GLOBAL LAMINATE DESKS/TABLES/FILING-WV	49.80%
Fax# :				
(304) 344-1262	CG	Storage Cabinets / Bookshelves METAL	TU STORAGE-WV (excluding laterals)	65.30%
Email:				
jkirkpatrick@cgwv.com	FC	Filing Cabinets: Laterals / Verticals METAL	GLOBAL LAMINATE DESKS/TABLES/FILING-WV	49.80%
Reconfiguration Design Fee:				
\$50.00 /HR	STC	Task Chair	SIT ON IT 2014-WV	48.50%
Reconfiguration Labor Rate:				
\$50.00 /HR	SCG	Guest Chair	SIT ON IT 2014-WV	48.50%
Reconfiguration Labor Overtime Rate:				
\$75.00 /HR	SSC	Side Chair	SIT ON IT 2014-WV	48.50%
	IS	Industrial Steel Shelving	SAFCO-WV	23.60%



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
18 - Furniture

Proc Folder: 23832

Doc Description: Statewide Contract for Systems Furniture - Addendum #3

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-20	2014-10-29 13:30:00	CRFQ 0506 HHR1500000002	4

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:



CONTEMPORARY GALLERIES

1210 SMITH STREET • CHARLESTON, WV 25301
PO BOX 2829 • CHARLESTON, WV 25330

Phone: 304 344 1231
Fax: 304 344 1262

FOR INFORMATION CONTACT THE BUYER

Robert Kilpatrick

(304) 558-0067

robert.p.kilpatrick@wv.gov

Signature X

FEIN #

DATE

10.27.14

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Systems Furniture, by Separate Quote by Catalog Discount	1.00000	JOB	\$470,572.72	\$470,572.72

Comm Code	Manufacturer	Specification	Model #
56111500			

Extended Description :

Systems Furniture, by Separate Quote by Catalog Discount

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Systems Furniture, Reconfiguration Design, Hourly Rate	100.00000	HOUR	50.00	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
56111500			

Extended Description :

All-inclusive, 24/7 hourly rate for designing reconfigurations of systems furniture

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Systems Furniture, Reconfiguration Labor, Regular Rate	100.00000	HOUR	50.00	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
56111500			

Extended Description :

All-inclusive hourly rate for labor to reconfigure systems furniture, M-F, between 7:00am and 5:00pm

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Systems Furniture, Reconfiguration Labor, Overtime Rate	100.00000	HOOR	75.00	\$ 7,500.00

Comm Code	Manufacturer	Specification	Model #
56111500			

Extended Description :

All-inclusive hourly rate for labor to reconfigure systems furniture after hours, on weekends, or on State holidays

HHR1500000002	Document Phase Draft	Document Description Statewide Contract for Systems Furniture - Addendum #3	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HHR1500000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Contemporary Galleries
Company

Jennifer B. Kirkpatrick
Authorized Signature

10.20.14
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

SOLICITATION NUMBER: CRFQ 0506 HHR1500000002

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum #3 issued to provide revised specifications and Pricing Pages, as follows:

1. Added "IS" Item Type for steel shelving and inserted it appropriately into Pricing Pages;
2. Change language in Definition 2.9 to allow bidders to substitute Item Types as needed;
3. Corrected Item Type for Pedestal cabinet in section 4.3.2 of the Pricing Pages;
4. Changed the Warranty language of 3.1.5 to establish minimum years of coverage for warranties;
5. Changed the requirements for the Quote in Section 6.1 (to cover all variables needed for review of the quote and subsequent invoice for accuracy to the catalog/contract).
6. Extended Bid Opening Date to 10/29/14; times remains 1:30pm EST.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Health and Human Resources to establish an open-end Statewide contract for the provision and installation of systems furniture and accessories, filing cabinets, desks, seating, tables, and other types of office furniture for purchase, as needed, by various State Agencies and political subdivisions. The Contract awarded from this RFQ shall cover Eligible Items from Vendor's Catalog(s), including only those items considered to be furniture, systems furniture and accessories, filing cabinets, seating, and case goods.

The intent is to award a contract to a single vendor whose bid Catalog or Catalogs will cover all of the components listed herein, plus a full range of products within the same types of components. All bidders must be able to provide a single Catalog or multiple Catalogs which cover ALL of the component types covered in the Systems Furniture Pricing Page. The attached Floor Plan is provided only to give an example of the layout of a hypothetical State Agency office; references to specific offices, room numbers, etc. are irrelevant to this Contract, but are provided to indicate what details may be required when preparing floor plans for the delivery orders issued by individual Agencies from this Contract. Items that may appear on the Floor Plan, but that are not included on the Systems Furniture Pricing Page, may be available in the successful Vendor's Catalog, but are not required to be.

If the contract Vendor is a distributor, and their contract with the manufacturer has territory restrictions, more than one contract may be awarded, so that coverage for the entire State is accomplished. Any distributor bidding the contract must indicate in their bid any counties in the State of WV which they are unable to provide and install items to fulfill this Contract. If the contract Vendor is a manufacturer, distributor territory responsibility will be the sole responsibility of the manufacturer. The successful Vendor, whether distributor or manufacturer, shall be the contract Vendor. All delivery orders shall be issued to the contract Vendor; all invoices shall be from that contract Vendor; all payments shall be made by the State to the contract Vendor. Successful Vendor(s) shall not require or request that State Agencies issue purchase orders to or make payments to any entity other than the contract Vendor. If a manufacturer is the contract Vendor, any relationship between the contract Vendor and a servicing dealer shall be strictly between those parties.

The intent of this Contract is not to supersede the rights of the West Virginia Division of Corrections, WV Correctional Industries, to furnish and supply office furniture to State Agencies. All State Agencies are required to contact WV Correctional Industries to determine if same or similar items to what they are to request from the Contract Vendor

REQUEST FOR QUOTATION
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are available through that entity. Any waiver provided by WV Correctional Industries should be kept on file by the Agency with the Delivery Order.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 “Catalog”** means the price list(s), price book(s) or sales catalog(s) that include the Eligible Items that Vendor is bidding and will sell under this Contract. Bidders may provide a different Catalog for each Type of Eligible Item, or one or more Catalogs to cover all Item Types, but shall not provide more than one Catalog for each Type of Eligible Item. For example, a bidder may provide a different Catalog for System than they do for Seating – Task Chair, or may provide a Catalog which covers both of these items, but may not provide two Catalogs for System.
- 2.2 “Catalog Price”** means the lowest price listed for the item in Vendor’s Catalog. Catalog Price remains firm for the life of the contract, as the Catalog(s) provided in response to this bid solicitation will be made part of the awarded Contract, but may be changed upon renewal(see 5.3, Catalog Modification).
- 2.3 “Discount Percentage”** means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items of a single Type in a Catalog. Discount Percentage remains firm for the entire life of the Contract, and will not be subject to change at renewal.
- 2.4 “Contract Unit Price”** means the discounted price of one Unit of an Eligible Item purchased under this Contract, calculated by taking its match Catalog Price and applying the Discount Percentage for its Type.
- 2.5 “Eligible Item”** means furniture, system furniture and accessories, filing cabinets, seating, and case goods available in the successful Vendor’s Catalog(s), and matching the basic Type of Item bid on the Pricing Page. For example, if a 36” wide Systems Panel (Type: System) is bid with X% discount from the price in the Vendor’s Catalog on the Pricing Page, then all Systems Panels in that provided Catalog, whether of a different height or different width, receive the exact same Discount Percentage.
- 2.6 “Systems Furniture Pricing Page,” “Pricing Page” or “Pricing Pages”** means the schedule of prices, Discount Percentage, estimated quantities, totals, etc., attached hereto as Exhibit A CRFQ 0506 HHR1500000002 Systems Furniture Pricing Page.

REQUEST FOR QUOTATION
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- 2.7 “RFQ” or “CRFQ” means the official request for quotation published by the Purchasing Division and identified as CRFQ 0506 HHR1500000002.
- 2.8 “Total Bid Cost” means the sum of the Total Bid column on the Pricing Page shown below the bid total column and identified as the total bid cost.
- 2.9 “Type of Item” or “Type” means the category of Eligible Item, and includes: System (panels, connectors, work surfaces, pedestal supports, etc), SysAcc (eg, system accessories, such as keyboard trays, toolbars, coat hooks, etc), PDU (Pedestal Drawer Units), FC (File Cabinets – non-pedestal), STC (Seating – Task Chairs), SGC (Seating – Guest Chairs), SSC (Seating – Side Chairs and Stackable Chairs), CG (Case Goods: Storage Cabinets, Book Shelves), IS (“industrial” steel shelving units); FSF (Free-standing furniture: sofas, credenzas, etc), and FSD (free-standing desks and tables). Bidders may use the same manufacturer and Discount Percentage for different Types. When completing their bid, bidders may substitute any other Type listed here for any listed on the Pricing Sheet, to accommodate bidding in the category appropriate to the vendor; however, bidders should indicate or note this action in some manner.

3. GENERAL REQUIREMENTS:

- 3.1 **Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.
- 3.1.1 Eligible Items must be the manufacturer’s current standard production.
- 3.1.2 Eligible Items must have compatible accessories (items for filing, coat hooks, racks, doors, etc.,) available for purchase on an as needed basis.
- 3.1.3 Eligible Items must be installed in accordance with the manufacturer’s guidelines by installers who are trained in installing the line of products bid in response to this RFQ.
- 3.1.4 Eligible Items of a single type shall be from the same Catalog. For example, all System Panels, connectors and accessory parts for installing system panels shall be from the same Catalog.
- 3.1.5 Vendor must provide standard manufacturer’s warranty (which

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shall be a minimum of ten years for all composite material other than textiles on panels and seating, which should be for at least five years) for all Items delivered and installed under this Contract. Copies of warranties should be made available to the Agency upon delivery of the order.

- 3.2 System Panels (Type: System):** Panels shall be of the manufacturer's standard design and be Type I Style A or B and/or Type II Style A or B as specified. The raceway cover shall be securely held in place. The same raceway may be used for both communication and electrical wires. All panels must have a flame spread rating not to exceed 25 and a smoke development rating not to exceed 450. Panel attachments must be designed so that users are able to add and rearrange panel configurations without specialized help and/or tools while maintaining the system integrity (with the understanding that end user rearrangement of installed items may void provided warranty). Connection shall provide for assembling panels in 2-way, 3-way, or 4-way intersections. All panels must be individually removable without requiring dismantling or moving adjacent panels. When conditions of the installation jobsite allow, panels should be mounted no more than 1" off the floor for maximum noise insulation. All components resting on the floor shall have rustproof adjustable glides. Assembled panels shall be free-standing and self-supporting with no connection to any surface without advanced approval from the Agency. Panel frames shall be constructed in a manner to allow for support of add-on components without warping, bending, flexing, and/or breaking. Fabric shall be applied smoothly and wrinkle free and the weave shall be straight with panel – no seams or fabric joints shall be visible on the panel face. Fabric shall be attached to the frame in a manner that allows for removal and replacement of fabric as required. All panel connections and perimeter framing components are to be fastened by interlocking concealed connector and shall have smooth, tight fitting connections. All connections between adjacent panels in straight runs and at intersections shall be light proof. All panel components (clips, splines, connectors, feet, posts, levers, etc.,) shall be of the manufacturer's standard inventory.

- 3.2.1 TYPE I – Acoustical Panels:** Panels must have fabric covering on both sides with the manufacturer's standard trim supplied and a minimum noise reduction coefficient (NRC) of .50.

- 3.2.1.1 Style A – Communications panel** with raceway for running wires and cables to adjacent panels. The raceway shall be able to accommodate a minimum of eight (8) Cat 5 or ten (10) Cat 6 cables.

- 3.2.1.2 Style B – Electrified panels** with raceway for a minimum of two pre-wired electrical outlets on each side. The raceway

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shall be able to accommodate all specified power requirements. All Style B panels shall have an eight-wire, four circuit supply.

3.2.2 TYPE II – Non-Acoustical Panels:

3.2.2.1 Style A – Communications panel with raceway for running wires and cables to adjacent panels. The raceway shall be able to accommodate a minimum of eight (8) Cat 5 or ten (10) Cat 6 cables.

3.2.2.2 Style B – Electrified panels with raceway for a minimum of two pre-wired electrical outlets on each side. The raceway shall be able to accommodate all specified power requirements. All Style B panels shall have an eight-wire, four circuit supply.

3.3 System Worktops (Work Surfaces)(Type: System): Worktops shall be a minimum of 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. Worktop sizes shall be of the manufacturer's standard sizes and will mesh with panel standards. All worktops shall be surfaced with decorative thermosetting high pressure plastic laminate. The top shall be rounded, or soft vinyl double edged, securely applied. Provision must be made in the worktop (holes with grommets, cutouts in the worktop adjacent to the panel, cable management troughs, etc.,) to accommodate the routing of communication and electrical cables from tabletop devices to the electrical and communication outlets. Worktops shall be constructed so as to allow the attachment of hanging drawer units on the underside of the worktop. Worktops shall be supported at each end by one or more of the following means and may be mounted by one (1) or more of the methods listed below.

- 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 said leg shall not restrict or interfere with occupant movement.

For any worktop that has a span of 72" or more, that has an unsupported span of 66" or more, shall be supported by one (1) or more intermediate supports listed below.

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- a. Floor standing pedestal.
- b. Cantilever bracket.
- c. Floor standing leg with bracket(s) to attach worktop to vertical support standard. When floor standing leg is used, the installation of said leg shall not restrict or interfere with occupant movement.

3.4 Filing Cabinets (Type: FC): Vendor shall provide two quality levels of metal casework office furniture for use by Agency where quality levels are defined below.

3.4.1 Class A – Heavy Duty/Heavy Use: Drawers are used twenty-five (25) times or more per day with a weight of two (2) pounds per linear inch for letter size drawers and three (3) 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 nothing less than 16 gauge steel and the suspension shall be steel ball bearings.

3.4.2 Class B – Medium Duty/Medium Use: Drawers are used twenty (20) times or more per day with a weight of two (2) pounds per linear inch for letter size drawers and three (3) 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 nothing less than 16 gauge steel and the suspension shall be steel ball bearings or nylon /celcon with steel ball bearings.

For each model line provided, may provide all paint colors available in the manufacturer's catalog, but shall not charge any upcharge for specific colors. If vendors wish to not make these colors which require upcharges available under the Contract (ie, at the same rate as the other colors), they shall clearly indicate so by either striking them through or providing a cover letter declaring which colors shall be made available for no upcharge.

All file cabinets shall be free from defects, imperfections, and/or hazards that might affect appearance, normal life, serviceability, and/or user safety. 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/or braces shall assure rigidity, strength, and proper alignment. File cabinets shall have one (1) piece or unitized construction. If modular construction is used, each module shall be

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unitized. File cabinets shall not tilt and/or deviate from a true vertical state.

Vertical file drawer construction 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 must be located in the center of the drawer front above the drawer pull. The follower shall have no more than 3/4" maximum increment movement and shall be adjustable.

Lateral file drawer construction (cabinet front, back, sides, top, and interior members (drawers and shelves) shall be manufactured of not less than 22 gauge steel, rigidly formed, braced, and welded to withstand usage without distortion, warping, and/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 material that prohibits rust and has the strength to support loaded shelves and/or drawers. Suspension shall accommodate uneven drawer loading and uneven push/pull forces when opening/closing. Drawers and shelves shall operate smoothly without sticking and/or uneven motion. Drawers shall have a positive acting latch capable of holding loaded drawers 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 be conveniently located to the drawer pull.

- 3.5 Pedestal Drawer Units - Mobile or Floor Standing (Type: PDU):** Pedestal units shall be steel, equipped with casters or shall stand on the floor as specified. Unit shall fit under worktop with no visible vacant space between the pedestal and worktop. Pedestal depth must conform to the worktop surface dimension.
- 3.6 Pedestal Drawer Unit – Hanging (Type: PDU):** Pedestal units shall be steel, equipped with a mechanism to securely fasten to the underside of the worktop.
- 3.7 Hanging Shelf Unit – Full and Half Height (Type: System)** Unit shall be a horizontal shelf designed to accommodate vertical dividers.
- 3.8 Paper Management – Vertical Shelf Dividers and Horizontal Paper Storage (Type: System):** Units shall be flat shelves and have metal end supports and full height panels equipped with safety locks to prevent

REQUEST FOR QUOTATION
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accidental dislodgment.

- 3.9 **Keyboard Trays (Type: System):** must be fully adjustable with mouse pad (including palm support) that can be moved to either the left or right side of the keyboard tray, with no knob or lever needed for height adjustment. 6" of height adjustment, negative and positive tilt, with 360° swivel.
- 3.10 **Seating – Task Chair (Type: STC):** Upholstered in fabric, height adjustable arms, adjustable lumbar, standard pneumatic height adjustment with tilt and swivel features on five star metal frame base with casters. Mid back design, back and seat depth adjustable.
- 3.11 **Seating – Guest Chair (Type: SGC):** Molded poly shell, no upholstery, metal frame –no arms, with four (4) stationary legs – no casters.
- 3.12 **Seating – Side Chair (Type: SSC):** Upholstered in fabric, metal frame, arms, rounded back with four (4) legs with casters.

4 CONTRACT AWARD, DISCOUNT PERCENTAGE, PRICING PAGE:

- 4.1 **Contract Award:** The Contract is intended to provide the Agency with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the RFQ specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.
- 4.2 **Discount Percentage:** Vendor shall quote a single Discount Percentage (Discount %) that will reduce the lowest price shown in the Catalog for every Eligible Item appearing in the Catalog bid for the specific Item Type. The resulting Contract Unit Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

The Catalog Price on the Pricing Page should match the exact price listed in the provided Catalog. However, if the vendor's provided Catalog shows the Contract Unit Price, it must also clearly show the base Catalog Price and the applied Discount Percentage (and the Discount Percentage appearing in the vendor's provided Catalog must exactly match the Discount Percentage listed on the Pricing Page).

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The Discount Percentage and Contract Unit Price generated when it is applied must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Contract Unit Price for items purchased under this Contract.

- 4.3 Pricing Pages:** Vendor should complete the Systems Furniture Pricing Page by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each item includes the Catalog Number, Catalog Page No., Manufacturer name, Manufacturer Part No., Catalog Price, Discount %, Vendor Part No., Contract Unit Price, and Total Bid for each item line. The Contract Unit Price shall include all costs associated for providing, delivering and installing the item. No additional charges will be paid by the Agency ordering items from this contract to achieve delivery of the product in an installed and operable state. The Vendor should also include the Total Furniture Bid Cost. Vendor should also bid each hourly Labor Rate, then provide the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified. If responding in WVOasis, enter Total Furniture Bid Cost from the Pricing Pages as the first Commodity Line Unit Price/Total Price, and enter each Hourly Labor Rate on its matching Commodity Line.

Vendors are **strongly encouraged** to complete the Pricing Pages electronically in Microsoft Excel. Doing so should reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Robert.p.kilpatrick@wv.gov. The Microsoft Excel version of the Pricing Pages is also available as an attachment to the solicitation in WVOasis.

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

Vendor shall price the items listed below for evaluation purposes only. Vendor is permitted to bid their products closest match for system panels, with a 5" +/- variance, if their product does not conform to the dimensions of the items listed below; alternate dimensions should be summarized and included with the bid. Vendor must bid on all items in the quantity specified, even if the items come package in a larger quantity per package. For example,

REQUEST FOR QUOTATION
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coat hooks are priced per individual coat hook, even if they are commonly sold in boxes of 10. The burden is on the bidder to perform the necessary arithmetic to bid the correct price.

4.3.1 Workstations: 6' x 7' - 87 Units (Room 127 – 45 Units, Room 138 – 34 Units, Room 157 – 8 Units)

All panels shall be 62" high (+/-) 5" except where noted for service windows and have wing panels. Panels shall be powered so that each workstation has three (3) duplex outlets (meaning that, in any floor plan drawing, vendor must incorporate powered and non-powered panels so that each workstation has at least three duplex outlets, while also minimizing the overall number of required powered panels to achieve this condition); no power strips will be accepted. Electric/communication will be supplied from poles as necessary to operate each grouping of workstations. Workstations shall have the components listed below:

- 24"d x 36"w laminate work surface
- 24"d x 36" w laminate corner work surface
- 24"d x 48" w laminate work surface
- 36" w steel flipper door unit with lock
- 48" w steel flipper door unit with lock
- 24"d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface
- 24"d pedestal full height file cabinet with lock with two (2) small box drawers position above one (1) file drawer to attach to work surface
- 11"h x 36" w tack board
- 30"w task light (must be within 6" of the width of flipper door unit)
- 42"w task light (must be within 6" of the width of flipper door unit)
- Keyboard tray
- 48" toolbar to include one (1) horizontal in/out basket with one (1) divider to allow for two (2) levels of storage and one (1) vertical slot to consist of three (3) slots. (This will be located on the 48" wide panel and needs to match the panel system. The bars that hold the trays have to attach/hang on the panels.)
- Coat hook – one (1) per workstation
- Task chair – one (1) per workstation

4.3.1.1 File Room Workstation 7' x 13' - 1 Unit (Room 164)

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- One (1) 24"d x 36"w laminate work surface
- Four (4) 24"d x 60" w laminate work surface
- Two (2) 60"w steel flipper door unit with lock
- Two (2) 24"d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface
- Two (2) 24"d pedestal full height file cabinet with lock with two (2) small box drawers position above one (1) file drawer to attach to work surface
- 11"h x 60"w tack board
- 11"h x 36" w tack board
- Two (2) 54"w task light (must be within 6" of the width of the flipper door unit)
- Two (2) Keyboard trays
- Two (2) 60" toolbar to include one (1) horizontal in/out basket with one (1) divider to allow for two (2) levels of storage and one (1) vertical slot to consist of three (3) slots. (This will be located on the 60" wide panel and needs to match the panel system. The bars that hold the trays have to attach/hang on the panels.)
- Two (2) Coat hooks (One (1) per work station)
- Two (2) Task chairs

4.3.1.2 File Room Workstation 7' x 12' - 2 Units (Room 164)

- One (1) 24"d x 24"w laminate work surface
- Four (4) 24"d x 60" w laminate work surface
- Two (2) 60"w steel flipper door unit with lock
- Two (2) 24"d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface
- Two (2) 24"d pedestal full height file cabinet with lock with two (2) small box drawers position above one (1) file drawer to attach to work surface
- 11"h x 60"w tack board
- 11"h x 36" w tack board
- Two (2) 54"w task light (must be within 6" of the width of the flipper door unit)
- Two (2) Keyboard trays
- Two (2) 60" toolbar to include one (1) horizontal in/out basket with one (1) divider to allow for two (2) levels of storage and one (1) vertical slot to consist of three (3) slots. (This will be located on the 60" wide panel and needs to match the panel system. The bars that hold the trays have to attach/hang on the panels.)

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- Two (2) Coat hooks (One (1) per work station)
- Two (2) Task chairs

4.3.2 Printer Stations within Work Station Area - 5 Units (Room 127 – 1 Unit, Room 138 – 2 Units, Room 157 – 2 Units)

- Two (2) 72”w x 24”d laminate work surfaces to span entire back of work station
- Two (2) 24”d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface
- Four (4) open shelves to match panel widths
- Two (2) 24”w x 62”h work station panels for end panels
- Two (2) Storage Cabinets with leveling guides – 22 gauge steel, 24”d x 36”w x 41”h with hinged locking doors, two (2) adjustable shelves (One (1) unit to be located beside Room 127 and Room 157)

4.3.2.1 Printer Stations within Work Station Area -2 Units (Room 127)

- One (1) 36”w x 24”d laminate work surface to span entire back of work station
- One (1) 48”w x 24”d laminate work surface to span entire back of workstation
- Two (2) 24”d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface
- Two (2) open shelves to match panel widths
- Two (2) 24”w x 62”h work station panels for end panels

4.3.3 Mail Area - 1 Unit (Room 127)

- One (1) 48”w x 24”d laminate work surface to span entire back of work station
- Two (2) 60”w x 24”d laminate work surface to span entire back of workstation
- One (1) 84”w x 24”d laminate work surface to span entire back of workstation
- One (1) 36”w steel flipper door unit with lock
- Two (2) 48”w steel flipper door unit with lock
- 30”w task light (must be within 6” of the width of flipper door unit)
- 42”w task light (must be within 6” of the width of flipper door unit)
- Two (2) 24”d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface

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- Three (3) Task chairs

4.3.4 Interview Rooms -9 Rooms (Rooms 111, 113, 114, 115, 116, 117, 118, 119 and 120)

- Nine (9) desks 48"l x 30"w x 29"h laminate top, full laminate desk, no steel, single pedestal box/box/file free standing design. Outside and surface panels are made from 1" thick 45 lb. density particle board and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use $\frac{3}{4}$ extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering. Locks are standard. Drawers are opened with side pulls. Full leg end panels and modesty panel.
- Nine (9) Keyboard trays
- Nine (9) Tack boards 11"h x 36"w to attach to the wall
- Nine (9) Task chairs
- Eighteen (18) Guest Chairs (Two (2) per room)

4.3.4.1 Printer Room - 1 Room (Room 112)

- Two (2) tables – 30"d x 72"w each with laminate tops with steel base and four (4) legs on casters

4.3.5 Enclosed Private Offices -28 Rooms (Rooms 128, 129, 130, 131, 133, 134, 135, 136, 137, 139, 140, 141, 142, 143, 144, 145, 147, 148, 149, 150, 152, 153, 154, 157A, 157B, 157C, 157D, and 165)

- Twenty-eight (28) Peninsula Desks – 36"w x 72"d Outside and surface panels are made from 1" thick 45 lb. density particle board and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use $\frac{3}{4}$ extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering. Locks are standard. Drawers are opened with side pulls. Full leg end panels and modesty panel.
- Twenty-eight (28) 48"w return with pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface
- Twenty-eight (28) 16"w x 19"d x 28"h laminate pedestal mobile with casters, full height file cabinet with lock with two (2) small box drawers position above one (1) file drawer
- Twenty-eight (28) 48"w over desk with tack board

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- Twenty-eight (28) 36" w task light
- Twenty-eight (28) Keyboard trays
- Twenty-eight (28) 36" w x 4 drawer high laminate lateral files with locks
- Twenty-eight (28) Bookcases 12" d x 36" w x 48" h laminate with finished back, one (1) stationary shelf and two (2) adjustable shelves, maximum 1" increment between adjustable shelving
- Twenty-eight (28) Task chairs
- Fifty-six (56) Guest Chairs (Two (2) per room)
- One (1) Storage Cabinet with leveling guides – 22 gauge steel, 3 high, 36" w with hinged locking doors (To be located beside Room 142)
- Two (2) Storage Cabinets with leveling guides – 22 gauge steel, 5 high, 42" w with hinged locking doors (To be located beside Room 152).

4.3.6 Enclosed Office (Room 151)

- Peninsula Desk – 36" w x 72" d Outside and surface panels are made from 1" thick 45 lb. density particle board and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use ¾ extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering. Locks are standard. Drawers are opened with side pulls. Full leg end panels and modesty panel.
- 48" w return with pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface
- 16" w full height laminate pedestal mobile with casters, full height file cabinet with lock with two (2) small box drawers position above one (1) file drawer
- 48" w over desk with tack board
- 36" w task light
- One (1) Keyboard Tray
- Four (4) 36" w x 4 drawer high laminate lateral files with locks
- One (1) Task chair
- Two (2) Guest Chairs

4.3.7 Enclosed Office (Room 132)

- Peninsula Desk – 36" d x 72" w x 29" h Outside and surface panels are made from 1" thick 45 lb. density particle board

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and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use $\frac{3}{4}$ extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering. Locks are standard. Drawers are opened with side pulls. Full leg end panels and modesty panel.

- 48" w x 24" d x 29" h return with pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface
- 16" w x 19" d x 28" full height laminate pedestal mobile with casters, full height file cabinet with lock with two (2) small box drawers position above one (1) file drawer
- 48" w over desk with tack board
- 36" w task light
- One (1) Keyboard tray
- 36" w x 20" d x 52.5" h four (4) drawer laminate lateral files with locks
- One (1) Task chair
- Two (2) Guest Chairs
- Bookcase 12" d x 36" w x 48" h laminate with finished back, one (1) stationary shelf and two (2) adjustable shelves, maximum 1" increment between adjustable shelving
- 48" round laminate table with one (1) round 29" h laminate pedestal base
- Four (4) Side Chairs
- Visual Board Cabinet 48" w x 48" h – Two (2) side opening doors, fifty sheet writing pad on left door, cork board on right door, white dry erase board in center – marker board must be able to be used for video projection. Set of four (4) dry erase markers and eraser shall be included.

4.3.8 Conference Rooms - 2 Rooms (Rooms 104 and 155)

- Two (2) conference tables each 96" l x 48" w laminate top with two (2) round laminate pedestal bases
- Sixteen (16) Task chairs
- Two (2) credenza 20" d x 72" w x 29" with two (2) storage cabinets full to the floor, laminate, locking
- Visual Board Cabinet 48" w x 48" h – Two (2) side opening doors, fifty sheet writing pad on left door, cork board on right door, white dry erase board in center – marker board must be able to be used for video projection. Set of four (4) dry erase

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markers and eraser shall be included

4.3.9 Conference Room (Room 126)

- Conference table 120”w x 48”d x 29”h laminate top with two (2) round laminate pedestal bases
- Ten (10) Task chair
- Four (4) Side Chairs
- Two (2) laminate storage cabinets 24”d x 36”w x 40” with locking doors

4.3.10 Conference Room (Room 177)

- Eighteen (18) tables each 30”d x 60”w laminate top with steel base and four (4) legs on casters
- Eighty-four (84) Chairs – Stackable, metal frame with four (4) legs, upholstered in fabric
- Two (2) credenzas 20”d x 72”w x 29” with two (2) storage cabinets full to the floor, laminate, locking
- Two (2) Visual Board Cabinet 48”w x 48”h – Two (2) side opening doors, fifty sheet writing pad on left door, cork board on right door, white dry erase board in center – marker board must be able to be used for video projection. Set of four (4) dry erase markers and eraser should be included

4.3.11 Break Room (Room 162)

- Four (4) tables each 36”d x 72”w laminate top with two (2) 29”h metal “T” legs
- Twenty-four (24) Guest Chairs

4.3.12 Training Room (Room 178)

- Eight (8) tables each 30”d x 72”w laminate top with steel base and four (4) legs with casters
- Sixteen (16) Task chairs

4.3.13 Lobby (Room 102)

- Seventy-four (74) Chairs – Fully molded, stackable, hard shell – no open back, no arms, metal frame, with four (4) stationary legs – no casters. Chairs will be ganged according to floor plan.
- Two (2) tables each 30”d x 72”w laminate top with four (4) legs on casters

4.3.14 Video Conference Room (Room 123)

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- One (1) Single pedestal desk – free standing design 24”w x 66”l box/box/file full to floor. Outside and surface panels are made from 1” thick 45 lb. density particle board and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use ¾ extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering. Locks are standard. Drawers are opened with side pulls. Full leg end panels and modesty panel.
- One (1) Task Chair

4.3.15 Family Visitation Room (Room 105)

- One (1) Sofa – Upholstered in vinyl, three (3) seats, minimum of four (4) stationary legs – no casters.
- Two (2) Lounge Chairs – Upholstered in vinyl, with arms not to exceed 32”w, minimum of four (4) stationary legs – no casters.
- One (1) Round Table 48”w x 29”h metal column with cross base
- Four (4) Guest Chairs
- One (1) Bookcase 12”d x 36”w x 48”h laminate with finished back, one (1) stationary shelf and two (2) adjustable shelves, maximum 1” increment between adjustable shelving
- One (1) Coffee table – laminate with four (4) legs, minimum of 42”l x 20”w x 16”h maximum of 48”l x 22”w x 16”h
- One (1) End table – laminate with four (4) legs, minimum of 22”w x 22”d x 20”h maximum of 24”w x 24”w x 20”h
- One (1) credenza – 24”d x 72”w x 29”h with double storage full to the floor, laminate, locking

4.3.16 Storage Room (Room 122)

- Six (6) Shelving Units – 20 gauge steel, six (6) shelves per unit with a minimum load capacity of 1,050lbs per shelf, maximum 1” increment between adjustable shelving, 36”w x 12”d x 85”h

4.3.17 Storage Room (Room 168)

- Eighteen (18) Shelving Units – 20 gauge steel, six (6) shelves per unit with a minimum load capacity of 1,050lbs per shelf, maximum 1” increment between adjustable shelving, 36”w x

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18"d x 85"h

4.3.18 Storage Room (Room 182)

- Thirteen (13) Shelving Units – 20 gauge steel, six (6) shelves per unit with a minimum load capacity of 1,050lbs per shelf, maximum 1" increment between adjustable shelving, 36"w x 18"d x 85"h
-

4.3.19 Reconfiguration Design & Labor: Vendor shall not be permitted to charge Agencies for layout design services or installation labor for any new furniture installations ordered under this Contract, as those costs are included in the pricing provided under this Contract. However, Vendor shall be permitted to charge Agencies who require the services of the Vendor to reconfigure existing furniture installations. If a reconfiguration results in the purchase of additional furniture, Vendor is not permitted to charge design or installation rates for the newly purchased portion of furniture. Vendor shall provide the following, as part of their bid:

- Reconfiguration Design: All-inclusive hourly rate for providing drawings and layout design services for Agencies requesting rearrangement, and/or permanent or temporary dismantling and reinstalling (ie, moving) of existing furniture. Vendor shall quote Agency separate from any quote for purchase of Items. Design Hourly Rate cover 24 hours per day, seven days per week (ie, vendor may not charge a premium rate for performing design work on a weekend, after hours, or on a holiday).
- Reconfiguration Labor, Regular: All-inclusive hourly rate for providing labor during the normal business hours of 7:00am to 5:00pm EST, Monday through Friday, excluding State holidays, for rearrangement, and/or permanent or temporary dismantling and reinstalling (ie, moving) of existing furniture.
- Reconfiguration Labor, Overtime: All-inclusive hourly rate for providing labor outside the normal business hours of 7:00am to 5:00pm EST, Monday through Friday, and for any labor performed on weekends or State holidays, for rearrangement, and/or permanent or temporary dismantling and reinstalling (ie, moving) of existing furniture.

Hourly rates are firm for the entire life of the Contract.

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5 CATALOG:

- 5.1 Submission.** Vendor must submit its Catalog prior to award of this contract for evaluation purposes, though it is strongly preferred that Vendor's provide all bid Catalogs with their bid. Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items (to the extent possible if responding only electronically), to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes. If responding to this solicitation in WVOasis, and inclusion or attachment of the bidder's Catalog(s) is not possible (ie, due to file size limitations, etc), bidder should attach a copy of the intended catalog's cover (which shows the name, number, or whatever other identifier for the catalog) to their WVOasis solicitation response; the bidder will be required to supply a full copy of the catalog for bid evaluation. Vendors should clearly note, by either strike-through or cover letter (ie, one for each submitted catalog), what items (or styles, colors, etc) are not available for purchase under the Contract.
- 5.2 Distribution, Post-Award.** Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract. Copies of the Catalog(s) may be requested in an electronic format and should be provided in that format if possible. Vendor's Catalog(s) will be used by Agencies to order Eligible Items under this Contract. Under no circumstances should an Agency be provided with a Catalog different than any catalog approved with the award of this Contract (or updated by subsequent change order).
- 5.3 Catalog Modification.** The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items purchased during the prior life of the Contract (to the date of the request) that are being **removed**, Contract Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog as replacements for the Items being removed, and the Contract Unit Price of those items; (3) all changes in the Contract Unit Price to Eligible Items that have been purchased during the prior life of the

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Contract, quantities of these purchased Eligible Items, and the total net impact of the price change for the purchase Items; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

6 ORDERING AND PAYMENT:

- 6.1 Design, Layout and Quote:** State Agencies shall work directly with the successful Vendor to design their required office spaces. Vendor shall provide the Agency with a Layout (floor plan) of the furniture installation within ten (10) business days of the Agency contacting the Vendor, or must propose a schedule for completion of the design/layout to be approved by the Agency. Layout must clearly show the individual components needed to fulfill the Delivery Order. After the Agency approves the layout with the Vendor, Vendor shall create a Quote for all items covered in the Layout, based solely on the Eligible Items from the awarded Catalog(s). This quote must be provided to the Agency no later than five (5) working days after the Agency communicates to the Vendor its approval of the layout. The Quote must be itemized to show all items to be provided on the Delivery Order; must reference the Catalog Name/Number, the Catalog Page Number, the Catalog Price, the Discount Percentage, the item Type, and the Contract Price; must show the Quantity required to complete the installation; must include a Total Quote Amount; must reference the awarded Contract number; and must be signed and dated by the Vendor. Agency must include a copy of this quote with all Delivery Orders (Agency and Centralized) and subsequent invoices. No additional fees may be charged by the vendor for design, layout or creation of quotes, nor for the labor for installing any new furniture purchases. The hourly labor rates provided for in Section 4.3.19 will apply to furniture reconfigurations. Design, layout, and quotes for any reconfigurations are required to be completed within the same timeframes for new furniture purchases, as aforementioned.
- 6.2 Ordering:** Vendor shall accept delivery orders by regular mail, facsimile, e-mail, or any other written forms of communication, including WVOasis, as applicable. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior

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to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

6.2.1 Agency Delivery Orders: State Agencies shall issue Agency Delivery Orders for any orders not exceeding \$25,000.00. Agency Delivery Orders shall not be split so as to circumvent this limit. State Agencies shall be able to transmit these orders to the Vendor in the manners listed above.

6.2.2 Centralized Delivery Orders: For orders in excess of \$25,000.00, State Agencies shall submit Centralized Delivery Orders to the State Purchasing Division. No Centralized Delivery Order may be placed by the Agencies without the prior approval of the State Purchasing Division.

6.3 Invoicing and Payment: Vendor shall indicate their Part Number, the Catalog Price, the applied Discount %, and Contract Unit Price, the awarded Contract number, and the Ship-To address, Bill-To address and the individual Delivery Order number on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

7 DELIVERY AND RETURN:

7.1 Delivery Time and Place: Vendor shall deliver all orders (whether new or reconfigurations) within sixty (60) calendar days after orders are issued. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to and installed at the Agency address specified when the order is placed.

7.2 Installation: If Vendor is unable to complete installation of the delivered Items also within sixty (60) calendar days after the order is issued, Vendor shall, within sixty (60) calendar days after the order is issued, provide Agency with a schedule for delivery and installation, which must be agreed upon by the Agency.

7.3 Late Delivery: The Agency placing the order under this Contract must be notified in writing if delivery or installation of orders will be delayed for any reason. Any delay in delivery or installation that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must

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first obtain approval of the Purchasing Division.

- 7.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.5 Inside Delivery:** The Vendor is to provide all labor and equipment to deliver, uncrate, assemble (if required), set in place ready for Agency to use in desired location as determined by the layout and purchasing Agency, and to remove all packaging materials from the job site. The Vendor is to coordinate the installation with the Agency's contact person for the installation (Agency should include name and contact information of contact person on every Delivery Order).
- 7.6 Return of Unacceptable Items:** Items that Agency deems damaged or incorrectly delivered due to Vendor error in fulfilling the Delivery Order shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

8 VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract.

- 8.1.1** Failure to provide Eligible Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.
- 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4** Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

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- 8.2.1 Immediate cancellation of the Contract.
- 8.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3 Any other remedies available in law or equity.

9 MISCELLANEOUS:

- 9.1 **No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the RFQ or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
- 9.2 **Vendor Supply:** Vendor must be capable of acquiring and providing sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
- 9.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: JENNIFER B. KIRKPATRICK
Telephone Number: 304 344 1231
Fax Number: 304 344 1262
Email Address: jkirkpatrick@cgunn.com

Provide the number of the manufacturers catalog from which Catalog Price is taken; must match catalog included with bid.
Provide the Page Number for the manufacturer's catalog.

Provide the Page Number for the specific catalog item bid for this line; must match page number of catalog included with bid.

Provide the name of the manufacturer for item bid for this line.

Provide the manufacturer's part number (or catalog part number) for the item being bid for this line.

Provide the price listed in the catalog; must exactly match price found in previously listed catalog number.

Provide the discount percentage being bid for this line's manufacturer; note: vendors may bid only one (1) unique discount percentage for each Type. Describe the Type of Item, as specified in the Schedule of Items, in the Remarks column.

Describes the Type of Item, as specified in the Specifications document of the Request for Quotation

Provide the bidding vendor's part number for the item bid for this line; if same as manufacturer's, "same" is an acceptable response.

Provide the price for which this item will be sold under the awarded contract; THIS PRICE MUST MATCH CATALOG PRICE WITH LISTED DISCOUNT %.

Contract Hourly Rate of Design or Installation Labor for Reconfigurations Only (Contract Unit Price will be entered as Commodity Lines 2, 3, 4 if responding in WVOasis)
Multiply listed Estimated Quantity by Contract Unit Price to get Contract Hourly Rate

Multiply listed Estimated Quantity by Contract Unit Price or Contract Hourly Rate, as applicable, to calculate Total Bid for this line. Add all Total Bid for Sections 42.1 to 42.12 to get the total bid.

Add all Total Bids for Sections 4.3.1 to 4.3.18 together (will be entered as Commodity Line One if responding in WVOasis)

Add TOTAL FURNITURE BID COST and three (3) Total Bids for the Hourly Rates (there is no place/need to enter this number if responding in WVOasis)

Estimated quantities listed on this Pricing Page are only estimates, included for bid evaluation purposes only. Actual quantities of items listed on this Pricing Page, and items not listed herein but included in the successful vendors catalog(s) may vary.

Section 4.3.1 - Workstations (87) (Room 127 - 45 units) (Room 138 - 34 units) (Room 157 - 8 units) (87 Total 6' x 7' Workstations)

[illegible]

Description	Estimated Quantity	Catalog Number	Catalog Page No.	Manufacturer	Manufacturer Part No.	Catalog Price	Discount %	Type	Vendor Part No.	Contract Unit Price	Total Bid (Estimated Quantity * Contract Unit Price)
62" h (+/-5"): 60" Powered Panel	3	ACTION OFFICE	72	HERMAN MILLER	A1120.6260G	1,099.00	70.40	System	SAME	325.30	\$ 975.90
30" h (+/- 5"): 60" Powered Panel	1	ACTION OFFICE	72	HERMAN MILLER	A1120.3260G	833.00	70.40	System	SAME	246.57	\$ 246.57
62" h (+/-5"): 36" Powered Panel	1	ACTION OFFICE	72	HERMAN MILLER	A1120.6236G	825.00	70.40	System	SAME	244.20	\$ 244.20
62" h (+/-5"): 24" Powered Panel	2	ACTION OFFICE	72	HERMAN MILLER	A1120.6224G	670.00	70.40	System	SAME	198.32	\$ 396.64
24"d x 36" w laminate work surface	1	ACTION OFFICE	213	HERMAN MILLER	A2310.2436L	303.00	70.40	System	SAME	89.69	\$ 89.69
24"d x 60" w laminate work surface	4	ACTION OFFICE	213	HERMAN MILLER	A2310.2460L	437.00	70.40	System	SAME	129.35	\$ 517.40
60"w steel flipper door unit with lock	2	ACTION OFFICE	276	HERMAN MILLER	A3353.1360	652.00	70.40	System	SAME	192.99	\$ 385.98
24"d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface	2	TU FILING & STORAGE	58-59	HERMAN MILLER	LW140.24FF 1M	477.00	65.30	PDU	SAME	165.52	\$ 331.04
24"d pedestal full height file cabinet with lock with two (2) small box drawers position above one (1) file drawer to attach to work surface	2	TU FILING & STORAGE	58-59	HERMAN MILLER	LW140.24BBF 3M	521.00	65.30	PDU	SAME	180.79	\$ 361.58
11"h x 60"w tackboard	1	ACTION OFFICE	314	HERMAN MILLER	A3410.1260	199.00	70.40	System	SAME	58.90	\$ 58.90
11"h x 36" w tackboard	1	ACTION OFFICE	314	HERMAN MILLER	A3410.1236	137.00	70.40	System	SAME	40.55	\$ 40.55
54"w task light (must be within 6" of the width of the flipper door unit)	2	ACTION OFFICE	327	HERMAN MILLER	G6136.60S	276.00	70.40	System	SAME	81.70	\$ 163.40
Keyboard Tray (see specifications)	2	THRIVE	105	HERMAN MILLER	Y7727.2H	408.00	57.00	SysAcc	SAME	175.44	\$ 350.88
60" toolbar (see specifications)	2	ACTION OFFICE	333	HERMAN MILLER	A3610.60	141.00	70.40	System	SAME	41.74	\$ 83.48
PAPER TRAY 10"W	4	THRIVE	17	HERMAN MILLER	Y7216.10	31.00	57.00	SysAcc	SAME	13.33	\$ 53.32
DIAGONAL TRAY	2	THRIVE	20	HERMAN MILLER	Y7218.	50.00	57.00	SysAcc	SAME	21.50	\$ 43.00
Coat hooks (One (1) per work station)	2	ACTION OFFICE	310	HERMAN MILLER	A0535.01	6.00	70.40	System	SAME	1.78	\$ 3.56
Task Chairs (see specifications)	2	SIT ON IT SEATING	156-157	SIT ON IT	2222.B9.F.A128 E3	621.00	48.50	STC	SAME	319.82	\$ 639.64
Total for Section 4.3.1.1 =											\$ 4,985.73

Description	Estimated Quantity	Catalog Number	Catalog Page No.	Manufacturer	Manufacturer Part No.	Catalog Price	Discount %	Type	Vendor Part No.	Contract Unit Price	Total Bid (Estimated Quantity * Contract Unit Price)
62" h (+/-5"): 60" Powered Panel	8	ACTION OFFICE	72	HERMAN MILLER	A1120.6260G	1,099.00	70.40	System	SAME	325.30	\$ 2,602.40
62" h (+/-5"): 24" Powered Panel	6	ACTION OFFICE	72	HERMAN MILLER	A1120.6224G	670.00	70.40	System	SAME	198.32	\$ 1,189.92
24"d x 24"w laminate work surface	1	ACTION OFFICE	213	HERMAN MILLER	A2310.2424L	238.00	70.40	System	SAME	70.45	\$ 70.45
24"d x 60" w laminate work surface	4	ACTION OFFICE	213	HERMAN MILLER	A2310.2460L	437.00	70.40	System	SAME	129.35	\$ 517.40
60"w steel flipper door unit with lock	2	ACTION OFFICE	276	HERMAN MILLER	A3353.1360	652.00	70.40	System	SAME	192.99	\$ 385.98
24"d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface	2	TU FILING & STORAGE	58-59	HERMAN MILLER	LW140.24FF 1M	477.00	65.30	PDU	SAME	165.52	\$ 331.04
24"d pedestal full height file cabinet with lock with two (2) small box drawers position above one (1) file drawer to attach to work surface	2	TU FILING & STORAGE	58-59	HERMAN MILLER	LW140.24BBF 3M	521.00	65.30	PDU	SAME	180.79	\$ 361.58
11"h x 60"w tack board	1	ACTION OFFICE	314	HERMAN MILLER	A3410.1260	199.00	70.40	System	SAME	58.90	\$ 58.90
11"h x 36" w tack board	1	ACTION OFFICE	314	HERMAN MILLER	A3410.1236	137.00	70.40	System	SAME	40.55	\$ 40.55
54"w task light (must be within 6" of the width of the flipper door unit)	2	ACTION OFFICE	327	HERMAN MILLER	G6136.60S	276.00	70.40	System	SAME	81.70	\$ 163.40
Keyboard Tray (see specifications)	2	THRIVE	105	HERMAN MILLER	Y7727.2H	408.00	57.00	SysAcc	SAME	175.44	\$ 350.88
60" toolbar (see specifications)	2	ACTION OFFICE	333	HERMAN MILLER	A3610.60	141.00	70.40	System	SAME	41.74	\$ 83.48
PAPER TRAY 10"W	4	THRIVE	17	HERMAN MILLER	Y7216.10	31.00	57.00	SysAcc	SAME	13.33	\$ 53.32
DIAGONAL TRAY	2	THRIVE	20	HERMAN MILLER	Y7218.	50.00	57.00	SysAcc	SAME	21.50	\$ 43.00
Coat hooks (One (1) per work station)	2	ACTION OFFICE	310	HERMAN MILLER	AO535.01	6.00	70.40	System	SAME	1.78	\$ 3.56
Task Chairs (see specifications - one per workstation)	2	SIT ON IT SEATING	156-157	SIT ON IT	2222.B9.F.A128.E3	621.00	48.50	STC	SAME	319.82	\$ 639.64
Total for Section 4.3.1.2 =										\$	6,895.50

Section 4.3.2 - Printer Stations within Work Station Areas (Rm 127 – 1 unit) (Rm 138 – 2 units) (Rm 157 – 2 units)

[illegible]

Section 4.3.2.1 - Printer Stations within Work Station Areas (Rm 127 – 2 units)

[illegible]

Section 4.3.3 - Mail Area (Rm 127 - 1 unit)

[illegible]

(Rooms 111, 113, 114, 115, 116, 117, 118, 119 and 120)

Total for Section 4.3.4 =

Section 4.3.4.1 – Printer Room (Room 112)

Total for Section 4.3.4.1 =

Section 4.3.5 - 28 Enclosed Private Offices: (Rooms 128, 129, 130, 131, 133, 134, 135, 136, 137, 139, 140, 141, 142, 143, 144, 145, 147, 148, 149, 150, 152, 153, 154, 157A, 157B, 157C, 157D, and 165)

Total for Section 4.3.5 =

Section 4.3.6 - There is 1 enclosed office, the design options are as follows: (Room 151)

Description	Estimated Quantity	Catalog Number	Catalog Page No.	Manufacturer	Manufacturer Part No.	Catalog Price	Discount %	Type	Vendor Part No.	Contract Unit Price	Total Bid (Estimated Quantity * Contract Unit Price)
Peninsula Desk – 36" w x 72" d (See Specifications)	1	GLOBAL	140	GLOBAL	Z3672FI	684.00	49.80	FSD	SAME	343.37	\$ 343.37
48" w return with pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface	1	GLOBAL	163	GLOBAL	Z24483L	1,000.00	49.80	FSD	SAME	502.00	\$ 502.00
16" w full height laminate pedestal mobile with casters, full height file cabinet with lock with two (2) small box drawers position above one (1) file drawer	1	GLOBAL	185	GLOBAL	ZMPBBF19	761.00	49.80	FSD	SAME	382.02	\$ 382.02
48" w over desk with tack board	1	GLOBAL	238	GLOBAL	Z48S36HN	591.00	49.80	FSD	SAME	296.68	\$ 296.68
TACKBOARD FOR OVERDESK	1	GLOBAL	242	GLOBAL	ZTB4617	219.00	49.80	FSD	SAME	109.94	\$ 109.94
36" w task light - FOR OVERDESK	1	GLOBAL	292	GLOBAL	PVET5L36	158.00	49.80	FSD	SAME	79.32	\$ 79.32
Keyboard Tray (see specifications)	1	THRIVE	105	HERMAN MILLER	Y7727.2H	408.00	57.00	SysAcc	SAME	175.44	\$ 175.44
36" w x 4 drawer high laminate lateral files with locks	4	GLOBAL	200	GLOBAL	Z36S54F	1,802.00	49.80	FSF	SAME	904.60	\$ 3,618.40
Task Chairs (see specifications)	1	SIT ON IT SEATING	156-157	SIT ON IT	2222.B9.F.A128 E3	621.00	48.50	STC	SAME	319.82	\$ 319.82
Guest Chairs (see specifications)	2	SIT ON IT SEATING	15-16	SIT ON IT	93FB	217.00	48.50	SGC	SAME	111.76	\$ 223.52
Total for Section 4.3.6 =											\$ 6,050.51

Section 4.3.7 - There is 1 enclosed office and the design options are as follows: (Room 132)

Description	Estimated Quantity	Catalog Number	Catalog Page No.	Manufacturer	Manufacturer Part No.	Catalog Price	Discount %	Type	Vendor Part No.	Contract Unit Price	Total Bid (Estimated Quantity * Contract Unit Price)
Peninsula Desk – 36" d x 72" w x 29" h (See Specifications)	1	GLOBAL	140	GLOBAL	Z3672FI	684.00	49.80	FSD	SAME	343.37	\$ 343.37
48" w x 24" d x 29" h return with pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface	1	GLOBAL	163	GLOBAL	Z24483L	1,000.00	49.80	FSD	SAME	502.00	\$ 502.00
16" w x 19" d x 28" full height laminate pedestal mobile with casters, full height file cabinet with lock with two (2) small box drawers position above one (1) file drawer	1	GLOBAL	185	GLOBAL	ZMPBBF19	761.00	49.80	FSD	SAME	382.02	\$ 382.02
48" w over desk with tack board	1	GLOBAL	238	GLOBAL	Z48S36HN	591.00	49.80	FSD	SAME	296.68	\$ 296.68
TACKBOARD FOR OVERDESK	1	GLOBAL	242	GLOBAL	ZTB4617	219.00	49.80	FSD	SAME	109.94	\$ 109.94
36" w task light - FOR OVERDESK	1	GLOBAL	292	GLOBAL	PVET5L36	158.00	49.80	FSD	SAME	79.32	\$ 79.32
Keyboard Tray (see specifications)	1	THRIVE	105	HERMAN MILLER	Y7727.2H	408.00	57.00	SysAcc	SAME	175.44	\$ 175.44
36" w x 20" d x 52.5" h four (4) drawer laminate lateral files with locks	1	GLOBAL	200	GLOBAL	Z36S54F	1,802.00	49.80	FSF	SAME	904.60	\$ 904.60
Task chair (see specifications)	1	SIT ON IT SEATING	156-157	SIT ON IT	2222.B9.F.A128 E3	621.00	48.50	STC	SAME	319.82	\$ 319.82
Guest Chairs (see specifications)	2	SIT ON IT SEATING	15-16	SIT ON IT	93FB	217.00	48.50	SGC	SAME	111.76	\$ 223.52
Bookcase (see specifications)	1	GLOBAL	40	GLOBAL	ABC48	643.00	49.80	FSF	SAME	322.79	\$ 322.79
48" round laminate table with one (1) round 29" laminate pedestal base	1	GLOBAL	409	GLOBAL	G48CZTM	708.00	49.80	FSD	SAME	355.42	\$ 355.42
Side Chairs (see specifications)	4	SIT ON IT SEATING	49-50	SIT ON IT	5224	428.00	48.50	SSC	SAME	220.42	\$ 881.68
Visual Board Cabinet 48" w x 48" h - See Specifications	1	GLOBAL	45	GLOBAL	AVB4848	1,203.00	49.80	FSF	SAME	603.91	\$ 603.91
Total for Section 4.3.7 =											\$ 5,500.51

[illegible][illegible][illegible][illegible]

Section 4.3.12 - The training room design options are as follows: (Room 178)

[illegible]

Section 4.3.13 - The lobby area (Room 102)

[illegible]

Section 4.3.14 - The video room will contain the following options: (Room 123)

[illegible]

Section 4.3.15 - The family visitation room will contain the following design options: (Rm. 105)

[illegible]

Section 4.3.16 - Storage room to contain: (Room 122)

Description	Estimated Quantity	Catalog Number	Catalog Page No.	Manufacturer	Manufacturer Part No.	Catalog Price	Discount %	Type	Vendor Part No.	Contract Unit Price	Total Bid (Estimated Quantity * Contract Unit Price)
Shelving Units – 20 gauge steel, six (6) shelves per unit with a minimum load capacity of 1,050 lbs per shelf, 1" increment shelving, 36" w x 12" d x 85" h	6	SAFCO	1	SAFCO	6250/6256	279.00	23.60	IS	SAME	213.16	\$ 1,278.96
Total for Section 4.3.16 =											\$ 1,278.96

Section 4.3.17 - Storage room: (Room 168)

Description	Estimated Quantity	Catalog Number	Catalog Page No.	Manufacturer	Manufacturer Part No.	Catalog Price	Discount %	Type	Vendor Part No.	Contract Unit Price	Total Bid (Estimated Quantity * Contract Unit Price)
Shelving Units – 20 gauge steel, six (6) shelves per unit with a minimum load capacity of 1,050 lbs per shelf, 1" increment shelving, 36" w x 18" d x 85" h	18	SAFCO	1	SAFCO	6252/6256	305.00	23.60	IS	SAME	236.07	\$ 4,249.26
Total for Section 4.3.17 =											\$ 4,249.26

Section 4.3.18 - Storage room: (Room 182)

Description	Estimated Quantity	Catalog Number	Catalog Page No.	Manufacturer	Manufacturer Part No.	Catalog Price	Discount %	Type	Vendor Part No.	Contract Unit Price	Total Bid (Estimated Quantity * Contract Unit Price)
Shelving Units – 20 gauge steel, six (6) shelves per unit with a minimum load capacity of 1,050 lbs per shelf, 1" increment shelving, 36" w x 18" d x 85" h	13	SAFCO	1	SAFCO	6252/6256	305.00	23.60	IS	SAME	236.07	\$ 3,068.91
Total for Section 4.3.18 =											\$ 3,068.91

TOTAL FURNITURE BID COST =**\$ 470,572.72****Section 4.3.19 Miscellaneous Labor**

Description	Estimated Quantity	Catalog Number	Catalog Page No.	Manufacturer	Manufacturer Part No.	Catalog Price	Discount %	Type	Vendor Part No.	Contract Hourly Rate	Total Bid (Estimated Quantity * Contract Hourly Rate)
Reconfiguration Design: Hourly Rate	100	NA	NA	NA	NA	NA	NA	NA	NA	50.00	\$ 5,000.00
Reconfiguration Labor: Regular Rate (see specifications)	100	NA	NA	NA	NA	NA	NA	NA	NA	50.00	\$ 5,000.00
Reconfiguration Labor: Overtime Rate (see specifications)	100	NA	NA	NA	NA	NA	NA	NA	NA	75.00	\$ 7,500.00
Total for Section 4.3.19 =											\$ 17,500.00

TOTAL BID COST =**\$ 488,072.72**

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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Contemporary Galleries

Signed: Jennifer B. Kirkpatrick

Date: 10-27-14

Title: Sales Design

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: CONTEMPORARY GALLERIESAuthorized Signature: *Jennifer B. Kilpatrick* Date: 10-27-14State of WEST VIRGINIACounty of KANAWHA, to-wit:Taken, subscribed, and sworn to before me this 27 day of OCTOBER, 2014.My Commission expires April 14, 2016.**AFFIX SEAL HERE****NOTARY PUBLIC***Carol Raider*

Purchasing Affidavit (Revised 07/01/2012)

