



CONTEMPORARY  
GALLERIES

1615 6<sup>th</sup> Ave. • Charleston, West Virginia 25312  
P.O. Box 2829 • Charleston, West Virginia 25330  
Phone (304) 344-1231 • Fax (304) 344-1262

January 15, 2019

Department of Administration  
Purchasing Division  
Attn: Mark Atkins, File #33  
2019 Washington Street, East  
Charleston, WV 25305

RECEIVED

2019 JAN 15 PM 12:36

WV PURCHASING  
DIVISION

RE: CRFQ 0212 SWC1900000009

Mark:

Due to the fact that we do not have access to a *single manufacturer* (as requested) to fit all of your specific needs for the SYSFURN19 bid, we regret to submit a "NO BID" for the furniture part, but still would like **to submit a bid for the reconfiguration design & labor hourly rates.**

Please call with any questions or concerns. (304) 344-1231

Thank you,

Jennifer B. Kirkpatrick  
Sales / Design



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: 530203

Doc Description: ADDENDUM\_1: SYSFURN19 - SWC for Systems Furniture & Acc.

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2019-01-09	2019-01-15 13:30:00	CRFQ 0212 SWC1900000009	2

**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  
 1615 6th Avenue  
 Charleston, WV 25312 304 344 1231

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X *James B. Kirkpatrick* FEIN # 55-0564447 DATE 01-15-19

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

**ADDITIONAL INFORMATION:**

ADDENDUM 1: Is issued for the following:

1. To publish the State's response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

The West Virginia Purchasing Division is soliciting bids 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 per attached documents.

The Contract awarded from this RFQ shall cover Eligible Items from Vendor's Catalog, including only those items considered to be furniture, systems furniture and accessories, filing cabinets, seating, and case goods.

INVOICE TO		SHIP TO	
VARIOUS AGENCY 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	Furniture & Accessories - Use Exhibit_A for bid pricing	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
56111500			

**Extended Description :**

Furniture & Accessories:

Note: Vendor shall use Exhibit\_A Pricing Page(s) for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

Vendor shall enter pricing into the Exhibit\_A Pricing Pages and must attach with bid.

See section 18 of Instructions to Bidders.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 2:00pm EST:	2019-01-07

<b>SWC1900000009</b>	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM_1: SYSFURN19 - SWC for Systems Furniture & Acc.	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# SOLICITATION NUMBER: CRFQ 0212 SWC1900000009

## Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC1900000009 ("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:

1. To publish the State's response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

**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

Addendum\_1  
CRFQ 0212 SWC1900000009  
SYSFURN19

**Question #1:** Please confirm that this contract is for all new furniture and that remanufactured, used, refurbished, etc. furniture will not be accepted.

**Response #1:** The contract is for new furniture only.

**Question #2:** Under Specifications section Page 1 : Does a single catalogue mean use of a single manufacturer ( supplier) or can the bidder provide a single catalogue with multiple manufacturers in accordance with the bid terms and conditions?

**Response #2:** Single Catalog means the use of a single manufacturer/supplier product family. The only time more than one catalog will be acceptable is if the manufacturer provides multiple catalogs by categories listed in the solicitation instead of one catalog with all the categories listed within one document. (i.e. if XYZ Inc. is a manufacturer/supplier and has one catalog containing SYSTEMS only and a separate catalog for SYSTEMSACC, PDU, CASEGOODS, etc. only. Then XYZ Inc. can provide more than one catalog under the same product family name for each category).

**Question #3:** Paragraph 1 of the Specifications section of the furniture Request for Quotation outlines the state's intent to award the contract to a single vendor representing a single manufacturer that is "a full line manufacturer with a full range of products." Some manufacturers are owned by parent companies that also own other different manufacturers. These different manufacturers have separate product families and series; are represented in distinct and separate catalogs; and have separate brand names, pricing, warranties, operational processes, and policies. Examples include (1) HON is owned by HNI, which also owns Allsteel, Maxon, and HBF; (2) Kimball owns National; and (3) Haworth owns AIS. Our interpretation of the RFQ is that a bidder will not be able to use these separate subsidiary manufacturers in the same catalog. For example, a bidder could bid HON or Allsteel, not both; Kimball or National, not both; and Haworth or AIS, not both. Is this interpretation correct?

**Response #3:** Yes, this is correct. All items bid must be from the same company family name. You cannot submit a bid with one manufacturer/supplier/product name for desks and a different manufacturer/supplier product name for panels, casegoods, etc.

**Question #4:** Under Specification section 4.1 and 5.3 it is our understanding this contract will be awarded to a single vendor. Please clarify the statements under 4.1 and 5.3 relative to multiple vendor award or that multiple vendors (bidders) will be awarded a contract?

**Response#4:** This will be a single award contract to the lowest responsible bidder for all Eligible Contract Items. The State reserves the right to award to multiple vendors if it is determined that a single vendor cannot supply the needs of the entire state.

**Question #5:** Exhibit A item 64 receptacles. Are we to include the receptacle price in the panel price on lines 20 and 42 AND again on line 64 ?

**Response #5:** Yes. Line items 20 and 42 are complete panels which include 2 duplex receptacles in the panels requested. Line item 64 is individual pricing for each duplex receptacle.

**Question #6:** Exhibit A Items 20 and 42 relative to powered panels: do we include the electrical base feed in the panel price " to complete a panel install" or is this item not to be included.

**Response #6:** Per the instructions on listed in line 18 of the Exhibit A Pricing page, any item needed to "accomplish a complete installation" and is not included in the price of the panel bid under the panels part number and will be billed/invoiced with a separate part number must be listed and priced in the subsections of Items 20 and 42. Lines 26-29 and 48-51 are editable boxes to allow the items to be named and priced accordingly.

**Question #7:** How will the answers to these questions be posted? On oasis?

**Response #7:** By addenda in wvOasis.

**Question #8:** Under general terms item 42 and 43 Domestic Steel ,Glass, etc . We assume this is relevant to construction and not to this furniture bid.

**Response #8:** Items 42 and 43 of the General Terms and Conditions are not applicable to this solicitation.

**Question #9:** On exhibit A lines 101-103 do these hourly design and labor rates remain in effect for the entire 4 years or will updates be allowed at renewal?

**Response #9:** Per Specification Section 3 subsection 3.11.1.3 second paragraph (prior to Section 4 Contract Award), labor rates are firm for the entire life of the contract. This includes any renewals.

**Question #10:** Please confirm that the intention of Item 85 on the pricing list is to have a task chair without arms. And that Item 88 is the upcharge/separate cost of the arms for the task chair.

**Response #10:** Specification 3.10.1 Task Chair , height adjustable arms are required. Item 88 is intended to buy replacement arms if damaged for the chair provided in the bid response.

**Question #11:** Under Specification section 3.2.7 . Systems furniture is designed to be used in configurations that are freestanding but individual panels are not to be freestanding. Example: Panels that are individually freestanding ( only quantity of one) are room dividers, no power and with two floor feet . Pleases confirm this contract is for panel systems not room dividers?

**Response #11:** The Contract awarded from this RFQ shall cover Eligible Items from Vendor's Catalog, including only those items considered to be furniture, systems furniture and accessories, filing cabinets, seating, and case goods.

**Question #12:** Please confirm that all product (from all categories) should be manufactured in North America.

**Response #12:** All items included in the vendors bid response must meet the minimum specification requirements listed in all the solicitation documents regardless of country of origin.

**Question #13:** Please confirm that desired partner will be a full-line manufacturer carrying systems furniture, private office case goods, metal and laminate storage, conferencing tables, lighting, task seating, and lounge seating and not just a single vendor/dealer sourcing from multiple manufacturers.

**Response #13:** See response #12.



**Question #14:** Do you want the task chairs to meet the current BIFMA G1 2013 ergonomic standards?

**Response #14:** Per Specification 3.1.6 All Items must meet or exceed the BIFMA Product Conformance Requirements for each Eligible Items' industry standard....These standards as well as any other applicable standard can be viewed on the following links:  
<https://www.bifma.org/page/standardsoverview> and [https://cdn.ymaws.com/bifma.site-ym.com/resource/resmgr/standards/bifma\\_pc-2018.pdf](https://cdn.ymaws.com/bifma.site-ym.com/resource/resmgr/standards/bifma_pc-2018.pdf)

As such, BIFMA G1 2013 ergonomic is a required minimum industry standard for this solicitation.

**Question #15:** Is Environmental factors and recyclability important to you? Would you like the product to be BIFA Level Certified environmentally?

**Response #15:** See response #14.

**Question #16:** Would you like the supplier for these categories to be established business in the furniture industry to insure long term supply and maintained for years to come?

**Response #16:** See Response #12.

**Question #17:** Under Specification section 3.4.5.1 regarding thumb latch on lateral files. The thumb latch is specific to vertical files. Can this be removed from lateral file description?

**Response #17:** Specification 3.4.5.1 has been removed from the specification requirements for this solicitation.

**Question #18:** Exhibit A Pricing pages . Some of the line items on this pricing page and their descriptions are specific to a single manufacturer . We assume we are to bid our closest match to the specified item and list ( note) deviations. Please confirm?

**Response #18:** All eligible items requested must meet or exceed all the mandatory requirements listed in the solicitation documents.

**Question #19:** Will the State will accept proposals from prospective Vendors which specify more than one line/trade style of systems products?

- **BACKGROUND:** There is language within this solicitation which provides the impression that only one Manufacturer's products ("single catalog") may be bid or will be awarded.

**Response #19:** A vendor/supplier/manufacturer may submit more than one bid response provided the bid response contains a single catalog for each response. If a bidder has the ability to bid multiple manufacturers', lines, etc. Each must be contained in a separate bid response and will be evaluated independently and awarded to the lowest responsible bidder.

**Question #20:** Will the State award contracts to more than one Vendor?

- **BACKGROUND:** There is language within this solicitation which provides the impression that only one Vendor ("the contract Vendor") will be awarded.

**Response #20:** See response #4 and Section 4 Contract Award contained in the Specifications.

**Question #21:** How will the State provide on-going service and support for legacy purchases of all other manufacturer's products if a single Manufacturer receives the sole award for this new agreement?

- **BACKGROUND:** Previous state contracts have included several different manufacturer's products.

**Response #21:** The State will review an agency request for legacy purchases on a "case by case" basis.

**Question #22:** Depending on the State's responses to these inquiries, will the State allow follow-up questions after the close of the Vendor Question Deadline?

- **BACKGROUND:** The State's responses to these queries may require further discussion.

**Response #22:** The State does not intend to open a second technical questioning period.

**Question #23: Instructions to Vendors: #7 Bid Opening: Will the discounts and dollar totals be read at bid opening?**

**Response #23:** Only the bidder name and total bid amount will be read. All bids received will be published in their entirety on the Purchasing Divisions website within 24-48 hours after bid opening.

**Question #24: Specifications: Please clarify if state prefers a distributor or manufacturer held contract. At the Pre-Bid meeting it was clearly stated that the contract was to be a distributor/vendor. Please clarify.**

**Response #24:** A mandatory Pre-Bid meeting was not held for this solicitation. A pre-specification meeting was held for information purposes only and attendance was voluntary. The solicitation is open to anyone who can provide the eligible items listed in the solicitation documents meeting the minimum required specifications. The State will only contract with one entity who must satisfy all the bid requirements whether it is a manufacturer, distributor, supplier, vendor, etc.

**Question #25: 3.3.2 Worktops - HPL is called out. Is TFL acceptable.**

**Response #25:** Specification 3.3.2 will be modified to read the following: All worktops shall be surfaced with decorative High-Pressure Laminate (HPL). Thermally Fused Laminate (TFL) is acceptable for all other applications (non-worktop surfaces).

**Question #26: 3.4 Filing Cabinets, 3.4.1 and 3.4.2 testing: ANSI/BIFMA test standards is 50,000 cycles, which most manufacturers meet or exceed. This appears to be a proprietary specification, yet if necessary, we could test further given the time. Elsewhere in the specifications, ANSI/BIFMA conformance is required and accepted. Can you explain how and why this increased testing beyond standard testing is required? Please confirm ANSI/BIFMA standard 50,000 cycle standard testing is acceptable for commercial use.**

**Response #26:** Specification 3.4.1 and 3.4.2 Testing will be changed to read, "Drawer suspension cycle test must meet or exceed the ANSI/BIFMA test standards of a minimum of 50,000 cycles".

Attachment\_A

Addendum\_1  
CRFQ 0212 SWC1900000009  
SYSFURN19

**Question #27:** 3.4.5 Lateral file - please confirm our solution..... Is acceptable.

**Response #27:** See Response #26.

**Question #28:** 3.4.5.1 Please confirm a latch is not required on lateral file drawer fronts. This would be proprietary or very unusual on commercial lateral files.

**Response #28:** Please see Response #17.

**Question #29:** 3.11.1 and 6.1 Design on new furniture: To ensure all parties are fully engaged in the design process please consider changing this requirement to: Initial design with two rounds of revisions is included at no charge, thereafter an hourly rate charge fee is acceptable.

**Response #29:** The specifications will remain as written.

**Question #30:** See specs, paragraph 4.3, middle of last paragraph. Panel height specified is of 57 to 67". Please confirm acceptable to the 55" or 68" is acceptable?

**Response #30:** The specification will remain a written.

**Question #31a:** 5.3 Catalog modification: Please confirm discounts will remain in effect for the life of the contract.

**Response #31a:** Per Specification 2.4 Discount Percentage, discount percentages remain firm for the life of the contract and will not be subject to change at renewal.

**Question #31b:** Also please confirm you will accepting current published price increases from the manufacturer for the duration of this contract.

**Response #31b:** Please refer to Specification Section 5.3 for details on requirements for Catalog Modifications.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0212 SWC1900000009**

**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 type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input 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 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  
Janice B. Kirkpatrick  
Authorized Signature  
01.15.19  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



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: 530203

Doc Description: SYSFURN19 - Statewide Contract for Systems Furniture & Acc.

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2019-01-02	2019-01-15 13:30:00	CRFQ 0212 SWC1900000009	1

**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  
 1115 Lynn Avenue  
 Charleston, WV 25312 304.344.1231

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X *Spencer B. Kinkpatrick* FEIN # *55-0564447* DATE *01-15-19*

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids 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 per attached documents.

The Contract awarded from this RFQ shall cover Eligible Items from Vendor's Catalog, including only those items considered to be furniture, systems furniture and accessories, filing cabinets, seating, and case goods.

INVOICE TO		SHIP TO	
VARIOUS AGENCY 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	Furniture & Accessories - Use Exhibit_A for bid pricing	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
56111500			

**Extended Description :**

Furniture & Accessories:

Note: Vendor shall use Exhibit\_A Pricing Page(s) for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

Vendor shall enter pricing into the Exhibit\_A Pricing Pages and must attach with bid.

See section 18 of Instructions to Bidders.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 2:00pm EST:	2019-01-07

<b>SWC1900000009</b>	<b>Document Phase</b> Final	<b>Document Description</b> SYSFURN19 - Statewide Contract for Systems Furniture & Acc.	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



	A	B	C	D	E	F	G	H	I	J	K	L
1	<b>Exhibit A: CRFQ 0212 SWC1900000009 Systems Furniture Pricing Pages</b>											
2	<b>Please complete the below pricing sheet to include with your bid, as follows:</b>											
3	Catalog Name:	Provide the number for the manufacturers catalog from which Catalog Price is taken; must match catalog included with bid.										
4	Catalog Page Number:	Provide the Page Number for the specific catalog item bid for this line; must match page number of catalog included with bid.										
5	Manufacturer:	Provide the name of the manufacturer for item bid for this line.										
6	Manufacturer Part No.:	Provide the manufacturer's part number (or catalog part number) for the item being bid for this line.										
7	Catalog Price:	Provide the price listed in the catalog; must exactly match price found in previously listed catalog number.										
8	Discount %:	Provide the discount percentage being bid for this line's manufacturer; note: vendors may bid only one (1) unique discount percentage for each Type.										
9	Type:	Describes the Type of Item, as specified in the Specifications document of the Request for Quotation										
10	Contract Unit Price:	Provide the price for which this item will be sold under the awarded contract; THIS PRICE MUST MATCH CATALOG PRICE WITH LISTED DISCOUNT %.										
11		Contract Unit Prices for Items whose Description is exactly identical on this Pricing Page must be equal.										
12	Contract Hourly Rate	Contract Hourly Rate of Design or Installation Labor for Reconfigurations Only										
13	Total Bid:	Multiply listed Estimated Quantity by Contract Unit Price or Contract Hourly Rate, as applicable, to calculate Total Bid for this line.										
14	TOTAL FURNITURE BID COST:	Add all Total Bids										
15	TOTAL BID COST:	Add TOTAL FURNITURE BID COST										
16	<b>A hard copy of this form must be included if bidding on paper; an electronic copy (Microsoft Excel preferred) should also be included with any paper bid, but MUST be included as an attachment on any bid submitted through WVOasis.</b>											
17	<b>*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.</b>											
18	<b>** Quantity Required section must be completed if the manufacturer does not offer a part number for the complete unit and the items used to make the complete panel unit bid will be ordered and invoiced with separate and individual part numbers on the vendors invoice.</b>											

	A	B	C	D	E	F	G	H	I	J	K	L
19	Description	Estimated Quantity*	Catalog Name (if applicable)	Catalog Page No.	Manufacturer	Manufacturer Part No.	Catalog List Price	Discount %	Type	Contract Unit Price (Each)		Total Bid (Estimated Quantity * Contract Unit Price)
	Panels: 62"H (+/- 5"): 60" Powered Panels - Acoustical Fabric on both sides (price listed must include everything to make one complete unit including but not limited to: top caps, raceways, straight connectors both sides, with 2 Duplex receptacles, and any other hardware to accomplish a complete install)	1000					\$ -	0.00%	System	\$0.00		\$0.00
20												
21	Fabric Panels: 62"H (+/- 5"): 60" Powered Panels Complete Unit shall consist of the following:	**Quantity Required (Complete Unit Bid)									PANEL UNIT PRICE (Each) NOTE: Items listed must add up to the complete unit submitted in bid.	
22	Acoustical Fabric Panel						\$ -	0.00%	System	\$0.00	\$0.00	
23	Top Caps						\$ -	0.00%	System	\$0.00	\$0.00	
24	Raceways						\$ -	0.00%	System	\$0.00	\$0.00	
25	Straight Connectors						\$ -	0.00%	System	\$0.00	\$0.00	
26	Identify Additional hardware here if needed						\$ -	0.00%	System	\$0.00	\$0.00	
27	Identify Additional hardware here if needed						\$ -	0.00%	System	\$0.00	\$0.00	
28	Identify Additional hardware here if needed						\$ -	0.00%	System	\$0.00	\$0.00	
29	Identify Additional hardware here if needed						\$ -	0.00%	System	\$0.00	\$0.00	
30							TOTAL OF PANEL BID				\$0.00	
31	Panels: 62"H (+/- 5"): 60" Non-powered Panels - Acoustical Fabric on both sides (price listed must include everything to make one complete unit including but not limited to: top caps, raceways, straight connectors both sides, and any other hardware to accomplish a complete install)	1000					\$ -	0.00%	System	\$0.00		\$0.00
32	Panels: 62"H (+/- 5"): 60" Non-Powered Panels Complete Unit shall consist of the following:	**Quantity Required (Complete Unit Bid)									PANEL UNIT PRICE (Each) NOTE: Items listed must add up to the complete unit submitted in bid.	
33	Acoustical Fabric Panel						\$ -	0.00%	System	\$0.00	\$0.00	
34	Top Caps						\$ -	0.00%	System	\$0.00	\$0.00	
35	Raceways						\$ -	0.00%	System	\$0.00	\$0.00	
36	Straight Connectors						\$ -	0.00%	System	\$0.00	\$0.00	
37	Identify Additional hardware here if needed						\$ -	0.00%	System	\$0.00	\$0.00	
38	Identify Additional hardware here if needed						\$ -	0.00%	System	\$0.00	\$0.00	
39	Identify Additional hardware here if needed						\$ -	0.00%	System	\$0.00	\$0.00	
40	Identify Additional hardware here if needed						\$ -	0.00%	System	\$0.00	\$0.00	
41							TOTAL OF PANEL BID				\$0.00	

	A	B	C	D	E	F	G	H	I	J	K	L
42	<b>Panels: 62"H (+/- 5"): 60" Powered Panels - Non-Fabric on both sides</b> (price listed must include everything to make one complete unit including but not limited to: top caps, raceways, straight connectors both sides, with 2 Duplex receptacles, and any other hardware to accomplish a complete install)	500					\$	0.00%	System	\$0.00		\$0.09
43	<b>Non-Fabric Panels: 62"H (+/- 5"): 60" Powered Panels Complete Unit shall consist of the following:</b>	<b>**Quantity Required (Complete Unit Bid)</b>									<b>PANEL UNIT PRICE (Each) NOTE: Items listed must add up to the complete unit submitted in bid.</b>	
44	Non-Fabric Panel						\$ -	0.00%	System	\$0.00	\$0.00	
45	Top Caps						\$ -	0.00%	System	\$0.00	\$0.00	
46	Raceways						\$ -	0.00%	System	\$0.00	\$0.00	
47	Straight Connectors						\$ -	0.00%	System	\$0.00	\$0.00	
48	Identify Additional hardware here if needed						\$ -	0.00%	System	\$0.00	\$0.00	
49	Identify Additional hardware here if needed						\$ -	0.00%	System	\$0.00	\$0.00	
50	Identify Additional hardware here if needed						\$ -	0.00%	System	\$0.00	\$0.00	
51	Identify Additional hardware here if needed						\$ -	0.00%	System	\$0.00	\$0.00	
52	<b>TOTAL OF PANEL BID</b>										\$0.00	
53	<b>Panels: 62"H (+/- 5"): 60" non-powered Panels - Non-Fabric on both sides</b> (price listed must include everything to make one complete unit including but not limited to: top caps, raceways, straight connectors both sides, and any other hardware to accomplish a complete install)	500					\$	0.00%	System	\$0.00		\$0.00
54	<b>Non-Fabric Panels: 62"H (+/- 5"): 60" Non-Powered Panels Complete Unit shall consist of the following:</b>	<b>**Quantity Required (Complete Unit Bid)</b>									<b>PANEL UNIT PRICE (Each) NOTE: Items listed must add up to the complete unit submitted in bid.</b>	
55	Non-Fabric Panel						\$ -	0.00%	System	\$0.00	\$0.00	
56	Top Caps						\$ -	0.00%	System	\$0.00	\$0.00	
57	Raceways						\$ -	0.00%	System	\$0.00	\$0.00	
58	Straight Connectors						\$ -	0.00%	System	\$0.00	\$0.00	
59	Identify Additional hardware here if needed						\$ -	0.00%	System	\$0.00	\$0.00	
60	Identify Additional hardware here if needed						\$ -	0.00%	System	\$0.00	\$0.00	
61	Identify Additional hardware here if needed						\$ -	0.00%	System	\$0.00	\$0.00	
62	Identify Additional hardware here if needed						\$ -	0.00%	System	\$0.00	\$0.00	
63	<b>TOTAL OF PANEL BID</b>										\$0.00	

	A	B	C	D	E	F	G	H	I	J	K	L
64	Duplex Receptacles for Panels	5000					\$ -	0.00%	System	\$0.00		\$0.00
65	Panel Connectors: 2-way, straight	2000					\$ -	0.00%	System	\$0.00		\$0.00
66	Panel Connectors: 2-way, 90-degree elbow	1000					\$ -	0.00%	System	\$0.00		\$0.00
67	Panel Connectors: 3-way, tee	500					\$ -	0.00%	System	\$0.00		\$0.00
68	Panel Connectors: 4-way, tee	500					\$ -	0.00%	System	\$0.00		\$0.00
69	Panel Connectors: Panel End Caps (62"h +/- 5" panel)	2000					\$ -	0.00%	System	\$0.00		\$0.00
70	24"d x 36"w laminate work surface	500					\$ -	0.00%	System	\$0.00		\$0.00
71	24"d x 36" w laminate corner work surface	500					\$ -	0.00%	System	\$0.00		\$0.00
72	24"d x 48" w laminate work surface	500					\$ -	0.00%	System	\$0.00		\$0.00
73	36" w steel flipper door unit with lock	500					\$ -	0.00%	System	\$0.00		\$0.00
74	48" w steel flipper door unit with lock	500					\$ -	0.00%	System	\$0.00		\$0.00
75	24"d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface	1000					\$ -	0.00%	PDU	\$0.00		\$0.00
76	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	1000					\$ -	0.00%	PDU	\$0.00		\$0.00
77	11"h x 36"w tackboard	200					\$ -	0.00%	System	\$0.00		\$0.00
78	30"w task light (must be within 6" of the width of flipper door unit)	100					\$ -	0.00%	System	\$0.00		\$0.00
79	42"w task light (must be within 6" of the width of flipper door unit)	100					\$ -	0.00%	System	\$0.00		\$0.00
80	Keyboard Tray	1000					\$ -	0.00%	SysAcc	\$0.00		\$0.00
81	Panel Mount Rail Toolbar - 48" metal, includes two (2) supports, one rail with two (2) end caps	100					\$ -	0.00%	SysAcc	\$0.00		\$0.00
82	Letter Tray: Mounts on slat pad horizontally, supports minimum of five (5) pounds	500					\$ -	0.00%	SysAcc	\$0.00		\$0.00
83	Diagonal Tray	500					\$ -	0.00%	SysAcc	\$0.00		\$0.00
84	Coat hook - one (1) per workstation	100					\$ -	0.00%	SysAcc	\$0.00		\$0.00
85	Task Chair	1000					\$ -	0.00%	STC	\$0.00		\$0.00
86	Guest Chair	2000					\$ -	0.00%	SCG	\$0.00		\$0.00
87	Side Chair	1000					\$ -	0.00%	SSC	\$0.00		\$0.00
88	Adjustable height arms	1000					\$ -	0.00%	STC	\$0.00		\$0.00

	A	B	C	D	E	F	G	H	I	J	K	L
89	Sofa – Upholstered in vinyl, , minimum 72" (+/- 3"), minimum of four (4) stationary legs – no casters.	100					\$ -	0.00%	FSF	\$0.00		\$0.00
90	Lounge Chairs – Upholstered in vinyl, with arms not to exceed 32"w, minimum of four (4) stationary legs – no casters	200					\$ -	0.00%	FSF	\$0.00		\$0.00
91	Credenzas 20"d x 72"w x 29" with two (2) storage cabinets full to the floor, laminate, locking	50					\$ -	0.00%	FSF	\$0.00		\$0.00
92	Round Table: 48"w x 29"h with laminate top, metal column with cross base	500					\$ -	0.00%	FSF	\$0.00		\$0.00
93	Rectangle Table: 30"d x 72"w with laminate tops with steel base and four (4) legs on casters	500					\$ -	0.00%	FSF	\$0.00		\$0.00
94	Conference Table: 96" x 48" w with laminate top with two (2) round laminate pedestal bases	300					\$ -	0.00%	FSF	\$0.00		\$0.00
95	Desk: 60" x 30" w x 29" h full laminate with laminate top, no steel, single pedestal box/box/file free standing design. Drawers open with side pulls. Full leg end panels and modesty panel	500					\$ -	0.00%	FSF	\$0.00		\$0.00
96	Bookcase: 12"d x 36" w x 48" h laminate with finished back, one (1) stationary shelf and two (2) adjustable shelves, maximum 1.25" increment between adjustable shelving	100					\$ -	0.00%	CG	\$0.00		\$0.00
97	Storage Cabinet: 36" w x 18" d x 72" h Laminate with one (1) stationary shelf and four (4) adjustable shelves, maximum 1.25" increment	100					\$ -	0.00%	CG	\$0.00		\$0.00
98	Personal Wardrobe/Storage Cabinet: 18" w x 24" d x 77" h, Left or right door, four (4) adjustable shelves, coat rod and core-removeable lock, standard back	100					\$ -	0.00%	CG	\$0.00		\$0.00
99	Lateral File Cabinet non-pedestal: 2 Drawer Laminate 35" w x 22" d x 29" h	500					\$ -	0.00%	FC	\$0.00		\$0.00
100	Lateral File Cabinet non-pedestal: 4 Drawer Steel 36" w x 19" d x 53" h	500					\$ -	0.00%	FC	\$0.00		\$0.00
101	Reconfiguration Design: Hourly Rate (see Specification 3.11.1.1)	100		CG			\$ 50.00			\$5,000.00		\$5,000.00
102	Reconfiguration Labor: Regular Rate (see specification 3.11.1.2)	100		CG			\$ 50.00			\$5,000.00		\$5,000.00
103	Reconfiguration Labor: Overtime Rate (see Specification 3.11.1.3)	100		CG			\$ 75.00			\$7,500.00		\$7,500.00
104	<b>TOTAL BID COST</b>											\$17,500.00
105	<b>SYSTEM TYPE</b>	<b>DISCOUNT %</b>	<b>NOTE: The Discount Percentage entered will automatically populate the field corresponding to the system type in the spread sheet and calculate the bid totals.</b>									
106	System	0.00%										
107	System Accessories	0.00%										
108	PDU	0.00%										
109	Seating - STC,STG,SCG	0.00%										
110	FSF	0.00%										
111	CG	0.00%										
112	FC	0.00%										
113												

<b>Company Name:</b>	Contemporary Galleries
<b>Contact:</b>	Jennifer B Kirkpatrick
<b>Phone:</b>	304-344-1231
<b>Email:</b>	jkirkpatrick@ogvw.com

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: January 07, 2019 due by 2:00pm EST

Submit Questions to: Mark Atkins, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Mark.A.Atkins@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: SYSFURN19  
BUYER: Mark Atkins, File #33  
SOLICITATION NO.: CRFQ 0212 SWC1900000009  
BID OPENING DATE: 01/15/2019  
BID OPENING TIME: 1:30pm EDT  
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 15, 2019 at 1:30pm EST

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130



**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:  
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:  
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on upon award and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/08/2018

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Jennifer B. Kirkpatrick Sales/Design  
(Name, Title)

Jennifer B. Kirkpatrick Sales/Design  
(Printed Name and Title)

1615 10th Avenue Charleston WV 25312  
(Address)

304 344 1231 304 344 1262  
(Phone Number) / (Fax Number)

j.kirkpatrick@cgwv.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Contemporary Galleries  
(Company)

Jennifer B. Kirkpatrick  
(Authorized Signature) (Representative Name, Title)

Jennifer B. Kirkpatrick Sales/Design  
(Printed Name and Title of Authorized Representative)

01.15.19  
(Date)

304 344 1231 304 344 1262  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
CRFQ 0212 SWC190000009  
Furniture and Accessories - Statewide Contract  
(SYSFURN19)

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids 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, including only those items considered to be furniture, systems furniture and accessories, filing cabinets, seating, and case goods.

The contract will be awarded to a single vendor whose bid Catalog will cover all the components listed herein and is a full line manufacturer with a full range of products within the same types of components. All bidders must be able to provide a single Catalog (multiple Catalogs from the same manufacturer or supplier for the same manufacturer are acceptable if the manufacturer breaks their product line into separate catalogs) which cover ALL of the component types covered in the Specifications and Systems Furniture Pricing Page.

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

The State has estimated the previous contract spending amounts as **Exhibit\_B** supplied by the previous vendor. The State does not imply, infer, or guarantee the accuracy of the total spend from the previous contract nor that the new contract resulting from this solicitation will have similar usage.

REQUEST FOR QUOTATION  
CRFQ 0212 SWC190000009  
Furniture and Accessories - Statewide Contract  
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- 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 “BIFMA” MEANS** the Business and Institutional Furniture Manufacturers Association.
- 2.2 “Catalog”** means the price list, price book or sales catalog that include all the Eligible Items that Vendor is bidding and will sell under this Contract.
- 2.3 “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 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).
- 2.4 “Discount Percentage”** means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items of a single Type in the Catalog. Discount Percentage remains firm for the entire life of the Contract, and will not be subject to change at renewal.
- 2.5 “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.
- 2.6 “Eligible Item”** means furniture, system furniture and accessories, filing cabinets, seating, and case goods available in the successful Vendor’s Catalog, 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.
- 2.7 “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**.
- 2.8 “RFQ” or “CRFQ”** means the official request for quotation published by the Purchasing Division.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000009  
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(SYSFURN19)**

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**2.9 “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.

**2.10 “Type of Item” or “Type”** means the category of Eligible Item, and includes:

- 2.10.1 System** (panels, connectors, work surfaces, pedestal supports, etc.),
- 2.10.2 SysAcc** (e.g., system accessories, such as keyboard trays, toolbars, coat hooks, task lights, monitor arms, paper management, etc.),
- 2.10.3 PDU** (Pedestal Drawer Units),
- 2.10.4 FC** (File Cabinets – non-pedestal – both Metal and Laminate offerings),
- 2.10.5 STC** (Seating – Task Chairs),
- 2.10.6 SGC** (Seating – Guest Chairs),
- 2.10.7 SSC** (Seating – Side Chairs and Stackable Chairs),
- 2.10.8 CG** (Case Goods Wood, Laminate, and Metal - Storage Cabinets, Book Shelves),
- 2.10.9 FSF** (Free-standing furniture: sofas, credenzas, tables, desks, etc.),

**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** All Eligible Items shall be from the same Catalog.
- 3.1.5** Vendor must provide standard manufacturer’s warranty (which shall be a minimum of ten years for all composite material other than textiles on panels and seating, which must be for a minimum of five years) for all Items delivered and installed under this Contract. Copies of warranties should be made available to the

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000009  
Furniture and Accessories - Statewide Contract  
(SYSFURN19)**

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Agency upon delivery of the order.

- 3.1.6** All Eligible Items must meet or exceed the latest BIFMA Product Conformance Requirements for each Eligible Items' industry standard such as ANSI/BIFMA X5.1 for office seating, ANSI/BIFMA X5.4 for lounge seating, ANSI/BIFMA X5.5 for desks and tables, ANSI/BIFMA X5.6 for panel systems, and ANSI/BIFMA X5.9 for Storage Units such as files and bookcases. These standards as well as any other applicable standard can be viewed on the following links:

<https://www.bifma.org/page/standardsoverview>

And

[https://cdn.ymaws.com/bifma.site-ym.com/resource/resmgr/standards/bifma\\_pc-2018.pdf](https://cdn.ymaws.com/bifma.site-ym.com/resource/resmgr/standards/bifma_pc-2018.pdf)

Vendor should provide verification for each Eligible Item category provided in their response. Verification must be provided upon request. Please note: BIFMA may require a fee to access these standards.

**3.2 System Panels (Type: System):**

- 3.2.1** Panels shall be of the manufacturer's standard design.
- 3.2.2** The raceway cover shall be securely held in place.
- 3.2.3** The same raceway may be used for both communication and electrical wires and must accommodate the following:
- 3.2.3.1** Minimum of eight (8) Cat 5 or ten (10) Cat 6 cables.
  - 3.2.3.2** Accommodate all specified power requirements.
- 3.2.4** 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).

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- 3.2.5** Connection shall provide for assembling panels in 2-way, 3-way, or 4-way intersections.
- 3.2.6** All panels must be individually removable without requiring dismantling or moving adjacent panels.
- 3.2.7** Assembled panels shall be a minimum of 2" thick, free-standing and self-supporting with no connection to any surface without advanced approval from the Agency.
- 3.2.8** Acoustic Panels shall have fabric covering both sides smoothly and wrinkle free and the weave shall be straight with panel – no seams or fabric joints shall be visible on the panel face with the manufacturer's standard trim supplied.
- 3.2.9** All panel connections and perimeter framing components are to be fastened by interlocking concealed connector and shall have smooth, tight fitting connections.
- 3.2.10** All panel components (clips, splines, connectors, feet, posts, levers, etc.,) shall be of the manufacturer's standard inventory.

**3.3 System Worktops (Work Surfaces) (Type: System):**

- 3.3.1** Worktop sizes shall be of the manufacturer's standard sizes and will mesh with panel standards.
- 3.3.2** All worktops shall be surfaced with decorative high-pressure plastic laminate.
- 3.3.3** The top shall be rounded, or soft vinyl double edged, securely applied.
- 3.3.4** 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.

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- 3.3.5** Worktops shall be constructed so as to allow the attachment of hanging drawer units on the underside of the worktop.
- 3.3.6** 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.

- 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 & Case Goods (Type: FC/CG):** Vendor shall provide a minimum of two (2) quality levels of metal, laminate, and wood casework office furniture for use by an 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 with a minimum of 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

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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 with a minimum of 16-gauge steel and the suspension shall be steel ball bearings or nylon /celcon with steel ball bearings.

**3.4.3 Paint Colors** - Vendor should provide all paint colors available in the manufacturer's catalog and shall not charge any upcharge for specific colors.

**3.4.3.1** If vendors wish to not make these colors which require upcharges available under the Contract (i.e., 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.

**3.4.4** File cabinets shall have one (1) piece or unitized construction. If modular construction is used, each module shall be unitized. File cabinets shall not tilt and/or deviate from a true vertical state.

**3.4.5** Lateral file drawer construction shall have a positive acting spring latch capable of holding loaded drawer closed at any tilt angle.

**3.4.5.1** 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.

**3.4.5.2** Drawers and roll out shelves shall operate on full ball bearing progressive suspensions.

**3.4.5.3** 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.

**3.4.5.4** Suspension shall accommodate uneven drawer loading and uneven push/pull forces when opening/closing.



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- 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.
- 3.5.1** Unit shall fit under worktop with no visible vacant space between the pedestal and worktop.
  - 3.5.2** 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 Free Standing Furniture –(Type: FSF)**
- 3.7.1** Shall be available in wood, metal, and laminate.
  - 3.7.2** Shall consist of the following: Sofas, Credenzas, Desks, Tables, etc.
- 3.8 Paper Management – Vertical Shelf Dividers and Horizontal Paper Storage (Type: SysAcc):** Units shall be flat shelves and have metal end supports and full height panels equipped with safety locks to prevent accidental dislodgment.
- 3.9 Keyboard Trays (Type: SysAcc):** 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:**
- 3.10.1 Task Chair (Type: STC):** Upholstered fabric seating, mesh back with 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.
  - 3.10.2 Guest Chair (Type: SGC):** Molded poly shell, no upholstery, metal frame –no arms, with four (4) stationary legs – no casters.

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**3.10.3 Side Chair (Type: SSC):** Upholstered in fabric, metal frame, arms, rounded back with four (4) legs with casters.

**3.11 Reconfiguration Design & Labor:**

**3.11.1** 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. The vendor will be required (if applicable) to provide multiple revisions and changes to achieve the desired layout of the agency at no additional charge. 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:

**3.11.1.1 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 (i.e., moving) of existing furniture. Vendor shall quote Agency separate from any quote for purchase of Items. Design Hourly Rate shall cover 24 hours per day, seven days per week (i.e., vendor may not charge a premium rate for performing design work on a weekend, after hours, or on a holiday).

**3.11.1.2 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 (i.e., moving) of existing furniture.

**3.11.1.3 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 (i.e., moving) of existing furniture.

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**NOTE: Hourly rates are firm for the entire life of the Contract.**

**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 Solicitation specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the **Exhibit\_A** 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.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentage and subsequent Discounted Price derived from that discount 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 Discounted Unit Price for items purchased under this Contract.

- 4.3 Pricing Pages:** Vendor should complete the 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 %, 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

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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.

Vendors shall complete the **Exhibit\_A** Pricing Pages and attach with their bid. The Pricing Pages are formatted to automatically calculate the bid totals, however it is the vendors responsibility to ensure the calculations for their bid is correct before submitting. In the event of an error, the Unit Price shall prevail

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.

The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor shall price the items listed in the **Exhibit\_A** Pricing Pages and quantities provided are estimated and 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. If the system panels bid does not have a single manufacturer part number for the complete panel unit, then the vendor must complete the "Quantity Required Complete Unit Bid" section of the pricing pages. Vendor must bid on all items in the quantity specified, even if the items come package in a larger quantity per package. For example, 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.

## 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

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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 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 being removed, Discounted 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 and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; 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.

In the event that multiple vendors are awarded a contract under the Solicitation, the first priority vendor shall not be permitted to include in its

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updated Catalog items being sold by a vendor that is lower in ordering priority without the consent of that lower priority vendor.

**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) calendar 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) calendar 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 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 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

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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 itemize every item ordered and clearly indicate the Manufacturer Part Number, the Catalog List Price, the applied Discount %, Contract Unit Price, Catalog Page Number, 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

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third party.

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



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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.

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.

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**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@cgww.com

**Exhibit B**

**STATEWIDE CONTRACT SALES AND PERCENTAGE PER CATEGORY**

**2015, 2016, 2017, 2018**

<b>YEAR</b>	<b>TOTAL SALES</b>		<b>SYS</b>	<b>SYSACC</b>	<b>PDU</b>	<b>FSF</b>	<b>SGC</b>	<b>LABOR</b>
<b>2015</b>	\$2,404,264.06		45%	3%	13%	18%	14%	7%
<b>2016</b>	\$3,213,322.55		32%	8%	15%	12%	28%	5%
<b>2017</b>	\$1,268,166.65		41%	14%	13%	14%	9%	9%
<b>2018</b>	\$2,428,204.14		48%	6%	21%	12%	8%	5%
<b>BLDG 3</b>	\$2,047,891.48		47%	7%	19%	21%	6%	

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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 exceed 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 Galleries

Authorized Signature: Quinn B. Kirkpatrick Date: 01.15.19

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 15<sup>th</sup> day of January, 2019

My Commission expires July 11, 2022

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]