

# AIS Contracts

## State/Local

- State of Alabama
- State of Arkansas
- CMAS (California)
- State of Connecticut (Systems only)
- State of Florida ACS
- State of Georgia
- State of Kansas
- State of Massachusetts
- State of Mississippi (Panel Systems & Freestanding Furniture)
- State of New Jersey
- State of New Mexico
- State of New York
- State of North Carolina
- State of Pennsylvania (Commercial Furniture & Systems)
- State of South Carolina
- State of South Dakota
- TXMAS (Texas)
- University of Alabama
- University of Kentucky
- MHEC (Mass. Higher Ed. Consort.)
- LA County, CA
- Loudoun County (VA)
- Miami Dade County (FL)

## Cooperatives (Co-ops)



## Federal (GSA & Air Force)



**U.S. AIR FORCE**

**AISS**

## 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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: January 19, 2023 Due by 10:00am EST

Submit Questions to: Jessica Hovanec, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: [Jessica.L.Hovanec@wv.gov](mailto:Jessica.L.Hovanec@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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*. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wvOASIS* are deemed to be electronically signed.

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.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in *wvOASIS*. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus Not applicable convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Revised 11/1/2022

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

**VENDOR NAME:**

**BUYER:** Jessica Hovanec  
**SOLICITATION NO.:** CRFQ 0212 SWC2300000011  
**BID OPENING DATE:** 01/31/2023  
**BID OPENING TIME:** 1:30pm EST  
**FAX NUMBER:** 304-558-3970

**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 31, 2023 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 must 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:  
[www.state.wv.us/admin/purchase/vrc/Venpref.pdf](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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](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 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. 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.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *WV*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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:** The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**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:

the contract will continue for \_\_\_\_\_ years;

the 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).

**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.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**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 in this section must be provided to the Purchasing Division by the Vendor as specified:

**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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 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 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: \$250,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**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.

**9. WORKERS' COMPENSATION INSURANCE:** 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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**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.

Liquidated Damages Are Not Included in this Contract.

**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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**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 regarding 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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

Revised 11/1/2022



**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. NO DEBT CERTIFICATION:** 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. 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.

**39. 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.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. 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
  2. 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.

**42. 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.

**43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**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.

(Printed Name and Title) David McCormick - Owner

(Address) 714 Venture Dr. #142 , Morgantown WV 26508

(Phone Number) / (Fax Number) 304-581-6701 / Fax 304-581-6734

(Email address) dmccormick@omegawva.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

Omega Commercial Interiors LLC

(Company)

(Signature of Authorized Representative)

David McCormick Owner 1/31/2023

(Printed Name and Title of Authorized Representative) (Date)

304-581-6701 / Fax 304-581- 6734

(Phone Number) (Fax Number)

dmccormick@omegawva.com

(Email Address)

REQUEST FOR QUOTATION  
CRFQ 0212 SWC230000011  
Furniture and Accessories - Statewide Contract  
(SYSFURN23)

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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 purchase and installation of New Systems Furniture and Accessories, Filing Cabinets, Desks, Seating, Tables, and other types of office furniture 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 for New Furniture only. Used, remanufactured, or refurbished furniture will not be accepted.

The contract will be awarded to the lowest responsible bidder for each of the four (4) regions (see Exhibit\_C Region Map). The vendors 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. All categories offered by the bidder must be from the same company family name and cannot have a different manufacturer/supplier/ product name for any category. If a vendor/supplier/manufacturer has the ability to bid multiple manufacturers, lines, etc. each must be contained a separate bid response and will be evaluated independently and awarded to the lowest responsible bidder.

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.

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The State was provided the previous contract gross spending amounts (see **Exhibit\_B**) by the previous vendor. This is the only spend totals that the State can provide. Note: The State does not imply, infer, or guarantee the accuracy of the total spend from the previous contract nor that the new contract(s) resulting from this solicitation will have similar usage.

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 (or increase), and will not be subject to change (decrease) 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.

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- 2.7 “RFQ” or “CRFQ”** means the official request for quotation published by the Purchasing Division.
- 2.8 “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 manufacture provides multiple catalogs by categories listed in the solicitation instead of one catalog with all categories listed within one document.
- 2.9 “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**.
- 2.10 “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 for each region.
- 2.11 “Type of Item” or “Type”** means the category of Eligible Item, and includes:
- 2.11.1 System** (panels, connectors, work surfaces, pedestal supports, etc.),
  - 2.11.2 SysAcc** (e.g., system accessories, such as keyboard trays, toolbars, coat hooks, task lights, monitor arms, paper management, etc.),
  - 2.11.3 PDU** (Pedestal Drawer Units),
  - 2.11.4 FC** (File Cabinets – non-pedestal – both Metal and Laminate offerings),
  - 2.11.5 STC** (Seating – Task Chairs),
  - 2.11.6 SGC** (Seating – Guest Chairs),
  - 2.11.7 SSC** (Seating – Side Chairs and Stackable Chairs),
  - 2.11.8 CG** (Case Goods Wood, Laminate, and Metal - Storage Cabinets, Book Shelves),
  - 2.11.9 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.



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- 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 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 but not limited to:
- ANSI/BIFMA X5.1-2017(R2022) for general purpose office seating,  
ANSI/BIFMA X5.4-2020 for public and lounge seating,  
ANSI/BIFMA X5.41-2021 for public and lounge seating,  
ANSI/BIFMA X5.5-2021 for desks and tables,  
ANSI/BIFMA X5.6-2016(R2021) for panel systems,  
ANSI/BIFMA X5.9-2019 for Storage Units such as files and bookcases.  
Ergonomic, environmental and recyclability.
- These standards as well as any other applicable standard can be viewed on the following links:  
<https://www.bifma.org/page/standardsoverview>
- Vendor should provide verification/attestation 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.
- 3.1.7** All items included in the vendors bid must meet the minimum specification requirements listed in all the solicitation documents regardless of country of origin.

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**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).
- 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,

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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 Laminate (HPL). Thermally Fused Laminate (TFL) is acceptable for all other applications (non-worktop surfaces).
- 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.
- 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.

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- 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 meet or exceed the ANSI/BIFMA test standards of a minimum of 50,000 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 inch for legal size drawers. Drawer suspension cycle test must meet or exceed the ANSI/BIFMA test standards of a minimum of 50,000 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

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

**3.4.5.2** 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.

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

**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

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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.

**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

REQUEST FOR QUOTATION  
CRFQ 0212 SWC2300000011  
Furniture and Accessories - Statewide Contract  
(SYSFURN23)

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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 ET, 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. **NOTE: Hourly rates are firm for the entire life of the Contract including any renewals).**

**3.12 Reporting:** The Contractor shall provide to the State of West Virginia's primary contact person quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

- a. Ordering Entity;
- b. Purchase order number;
- c. Description;
- d. Quantity;
- e. Price.

These reports must be provided in Excel format and sent via email on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

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CRFQ 0212 SWC2300000011  
Furniture and Accessories - Statewide Contract  
(SYSFURN23)

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The contract number **CMA 0212 SYSFURN23** must be included on all Quarterly Sales Reports. Send reports to: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov) and [Jessica.L.Hovanec@wv.gov](mailto:Jessica.L.Hovanec@wv.gov)

Failure to supply such reports may be grounds for cancellation of this 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 by Region to the Vendor(s) that meet the solicitation requirements and provides the lowest Total Bid Cost for the Eligible Items listed on the **Exhibit\_A Pricing Pages** for each of the four (4) regions identified in **Exhibit\_C Region Map**.

**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 consider 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 for each region the vendor wishes to be considered for an award. Vendors are not required to bid every region and will only be evaluated on the region(s) in their bid submission. 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



REQUEST FOR QUOTATION  
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Furniture and Accessories - Statewide Contract  
(SYSFURN23)

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line. The Contract Unit Price shall include all costs associated for providing, delivering and installing the item. No additional charges will be paid by the Agency ordering items from this contract to achieve delivery of the product in an installed and operable state. The Vendor should also include the Total Furniture Bid Cost. Vendor should also bid each hourly Labor Rate, then provide the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

**IMPORTANT:** Vendors shall complete the **Exhibit\_A** Pricing Pages for each region they wish to be considered for an award 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.

REQUEST FOR QUOTATION  
CRFQ 0212 SWC2300000011  
Furniture and Accessories - Statewide Contract  
(SYSFURN23)

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**5 CATALOG:**

- 5.1 Submission.** Vendor must submit its Catalog prior to award of this contract for evaluation purposes, though it is strongly preferred that Vendor's provide all bid Catalogs with their bid. Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items (to the extent possible if responding only electronically), to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes. If responding to this solicitation in WVOasis, and inclusion or attachment of the bidder's Catalog(s) is not possible (i.e., 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 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

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC2300000011  
Furniture and Accessories - Statewide Contract  
(SYSFURN23)**

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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.

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

REQUEST FOR QUOTATION  
CRFQ 0212 SWC2300000011  
**Furniture and Accessories - Statewide Contract**  
(SYSFURN23)

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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 Division to ensure that the requirements of this Contract are being met.

**6.2.1 Agency Delivery Orders:** State Agencies should issue Agency Delivery Orders for any orders not exceeding \$250,000.00. 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 \$250,000.00, State Agencies should submit Centralized Delivery Orders to the State Purchasing Division. Central Delivery Orders must contain the signatures of the Vendor Representative and the Procurement Officer on the attached quotation provided by the vendor. 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.

REQUEST FOR QUOTATION  
CRFQ 0212 SWC2300000011  
Furniture and Accessories - Statewide Contract  
(SYSFURN23)

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

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CRFQ 0212 SWC230000011  
Furniture and Accessories - Statewide Contract  
(SYSFURN23)

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8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request.

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

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.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC2300000011  
Furniture and Accessories - Statewide Contract  
(SYSFURN23)**

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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:** David McCormick   
**Telephone Number:** 304-581-6701  
**Fax Number:** 304-581-6734  
**Email Address:** dmccormick@omegawva.com

# AIS Contracts

## State/Local

- State of Alabama
- State of Arkansas
- CMAS (California)
- State of Connecticut (Systems only)
- State of Florida ACS
- State of Georgia
- State of Kansas
- State of Massachusetts
- State of Mississippi (Panel Systems & Freestanding Furniture)
- State of New Jersey
- State of New Mexico
- State of New York
- State of North Carolina
- State of Pennsylvania (Commercial Furniture & Systems)
- State of South Carolina
- State of South Dakota
- TXMAS (Texas)
- University of Alabama
- University of Kentucky
- MHEC (Mass. Higher Ed. Consort.)
- LA County, CA
- Loudoun County (VA)
- Miami Dade County (FL)

## Cooperatives (Co-ops)

**NCPA**

**OMNIA\*** | Public Sector  
PARTNERS

**TIPS**  **THE INTERLOCAL  
PURCHASING SYSTEM**  
"PURCHASING MADE PERSONAL"

  
**RedZone**  
GROUP PURCHASING

## Federal (GSA & Air Force)

 **Contract Holder**  
Contract #: 47Q5MA20D08Q4



**U.S. AIR FORCE**

**AIS**





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

State of West Virginia  
 Centralized Request for Quote  
 Furniture

<b>Proc Folder:</b> 1158415			<b>Reason for Modification:</b>
<b>Doc Description:</b> SYSFURN23 - Statewide Contract for Systems Furniture & Acc.			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-01-16	2023-01-31 13:30	CRFQ 0212 SWC2300000011	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** 190468  
**Vendor Name :** Omega Commercial Interiors LLC  
**Address :**  
**Street :** 714 Venrue Dr. #142  
**City :** Morgantown  
**State :** WV **Country :** US **Zip :** 26508  
**Principal Contact :** David McCormick  
**Vendor Contact Phone:** 304-581.6701 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Jessica L Hovanec  
 304-558-2314  
 jessica.l.hovanec@wv.gov

**Vendor Signature**  **FEIN#** 46-4054620 **DATE** 1/31/2023

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 purchase and installation of New Systems Furniture and Accessories, Filing Cabinets, Desks, Seating, Tables, and other types of office furniture as needed, by various State Agencies and Political Subdivisions, per attached documents.

The award of this RFQ will be broken into four (4) Regional Awarded Contracts.

The Contract(s) 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		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
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 #
56000000			

**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**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EST:	2023-01-19

	Document Phase	Document Description	Page 3
SWC230000011	Final	SYSFURN23 - Statewide Contract for Systems Furniture & Acc.	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

**State of West Virginia  
 Centralized Request for Quote  
 Furniture**

<b>Proc Folder:</b> 1158415			<b>Reason for Modification:</b> Addendum #1 to attach the vendor Q&A's, modify the specifications, and attach the Federal Funds Addendum
<b>Doc Description:</b> SYSFURN23 - Statewide Contract for Systems Furniture & Acc.			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-01-23	2023-01-31 13:30	CRFQ 0212 SWC2300000011	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** 190468

**Vendor Name :** Omega Commercial Interiors LLC

**Address :**

**Street :** 714 Venture Dr. #142


**City :** Morgantown

**State :** WV **Country :** US **Zip :** 26508

**Principal Contact :** David McCormick

**Vendor Contact Phone:** 304-581-6701 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jessica L Hovanec  
 304-558-2314  
 jessica.l.hovanec@wv.gov

**Vendor Signature X**  **FEIN#** 46-4054620 **DATE** 1/31/2023

**ADDITIONAL INFORMATION**

Addendum #1 to attach the vendor Q&A's, modify the specifications, and attach the Federal Funds Addendum.

The West Virginia Purchasing Division is soliciting bids to establish an Open-End Statewide Contract for the purchase and installation of New Systems Furniture and Accessories, Filing Cabinets, Desks, Seating, Tables, and other types of office furniture as needed, by various State Agencies and Political Subdivisions, per attached documents.

The award of this RFQ will be broken into four (4) Regional Awarded Contracts.

The Contract(s) 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		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
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 #
56000000			

**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 10:00am EST:	2023-01-19

	Document Phase	Document Description	Page
SWC2300000011	Final	SYSFURN23 - Statewide Contract for Systems Furniture & Acc.	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
 Centralized Request for Quote  
 Furniture

<b>Proc Folder:</b> 1158415			<b>Reason for Modification:</b> Addendum #1 to attach the vendor Q&A's, modify the specifications, and attach the Federal Funds Addendum
<b>Doc Description:</b> SYSFURN23 - Statewide Contract for Systems Furniture & Acc.			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-01-23	2023-01-31 13:30	CRFQ 0212 SWC2300000011	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

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**State :** WV **Country :** US **Zip :** 26508

**Principal Contact :** David McCormick

**Vendor Contact Phone:** 304-581-6701 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jessica L Hovanec  
 304-558-2314  
 jessica.l.hovanec@wv.gov

**Vendor Signature X**  **FEIN#** 46-4054620 **DATE** 1/31/2023

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

**ADDITIONAL INFORMATION**

Addendum #1 to attach the vendor Q&A's, modify the specifications, and attach the Federal Funds Addendum.

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INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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 #
56000000			

**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**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EST:	2023-01-19



**SOLICITATION NUMBER: CRFQ SWC2300000011**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as CRFQ SWC2300000011 (“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 modify the specifications to remove the reference to “Wood” from Specification Sections 2.11.8, 3.4, and 3.7.1.**
- 2) To attach the vendor questions and answers**
- 3) To attach the Federal Funds Addendum**

**No additional changes.**

**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.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ SWC230000011**

**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:**

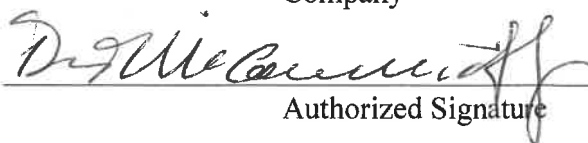
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <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.

Omega Commercial Interiors LLC

Company



Authorized Signature

1/31/2023

Date

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

**CRFQ SWC230000011 Addendum #1**  
**Vendor Questions and Answers**

**Q1)** We understand that installation is to be included in the discount submitted. Is that based on standard wages or do we need to base on prevailing wage?

**A1)** Prevailing wage does not apply. Please see the attached federal funds addendum.

**Q2)** On the Exhibit A – as an example – we are to provide a discount for a Task Chair. We have a large number of lines for Task Chairs. Is there a way to provide a discount for “balance of line?”

**A2)** Single discount for all lines. All items must come from the same catalog as specified in Section 3.1.4.

**Q3)** Many of the state project originate from departments based in Charleston but may install in a different quadrant. Which quadrant would you award to, where it ships or where it originates?

**A3)** Orders must be placed with the vendor that is awarded the region where the delivery/installation will occur.

**Q4)** Is it acceptable to have a list price increase from the manufacturer on an annual basis? (With end user discounts remaining the same...)

**A4)** Single Discount Percentage(s) are fixed/firm for the life of the contract. See Specification Section 5.3 Catalog Modification, for further information.

**Q5)** The current manufacturer on the contract, HON, does not manufacture wood furniture. The bid lists wood furniture as a category. Is this an oversight? (Not to be confused with wood laminate...)

**A5)** Specification Sections 2.11.8, 3.4, and 3.7.1 will remove the reference to “wood” in the solicitation.

**FEDERAL FUNDS ADDENDUM**  
2 C.F.R. §§ 200.317 – 200.327

**Purpose:** This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**Instructions:** Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

**Changes to Specifications:** Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

**State Level:** In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

**County Level:** In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

**Award:** If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**State Government Use Caution:** State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is complaint.

**County/Local Government Use Caution:** County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is complaint. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

## FEDERAL FUNDS ADDENDUM

### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

#### **1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### **2. DOMESTIC PREFERENCES:**

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**6. DAVIS-BACON WAGE RATES:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

**7. ANTI-KICKBACK ACT:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**  
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**10. CLEAN AIR ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**11. DEBARMENT AND SUSPENSION**  
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**12. BYRD ANTI-LOBBYING AMENDMENT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



**13. PROCUREMENT OF RECOVERED MATERIALS**

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia  
Purchasing Division

Vendor Name:

By: \_\_\_\_\_

By: Omega Commercial Interiors LLC

Printed Name: Jessica Hovanec

Printed Name: David McCormick

Title: Senior Buyer

Title: Owner

Date: \_\_\_\_\_

Date: 1/31/2023

EXHIBIT A To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules

Title 148. Department of Administration

Legislative Rule (Ser. 1)

Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party



status will be presumed to be a related party subject to debarment.

#### 5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

#### Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

**End of Document**

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EXHIBIT B To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

	A	B	C	D	E	F	G	H	I	J	K	L
1	<b>Exhibit A: CRFQ 0212 SWC230000011 Systems Furniture Pricing Pages</b>											
2	<b>REGION 1</b>											
3	<b>Please complete the below pricing sheet to include with your bid, as follows:</b>											
4	Catalog Name:	Provide the number for the manufacturers catalog from which Catalog Price is taken; must match catalog included with bid.										
5	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.										
6	Manufacturer:	Provide the name of the manufacturer for item bid for this line.										
7	Manufacturer Part No.:	Provide the manufacturer's part number (or catalog part number) for the item being bid for this line.										
8	Catalog Price:	Provide the price listed in the catalog; must exactly match price found in previously listed catalog number.										
9	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.										
10	Type:	Describes the Type of Item, as specified in the Specifications document of the Request for Quotation										
11	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 %.										
12		Contract Unit Prices for Items whose Description is exactly identical on this Pricing Page must be equal.										
13	Contract Hourly Rate	Contract Hourly Rate of Design or Installation Labor for Reconfigurations Only										
14	Total Bid:	Multiply listed Estimated Quantity by Contract Unit Price or Contract Hourly Rate, as applicable, to calculate Total Bid for this line.										
15	TOTAL FURNITURE BID COST:	Add all Total Bids										
16	TOTAL BID COST:	Add TOTAL FURNITURE BID COST										
17	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 <b>MUST</b> be included as an attachment on any bid submitted through WVOasis.											
18	*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.											
19	** 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.											

	A	B	C	D	E	F	G	H	I	J	K	L
20	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)
21	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					\$ 1,750.00	81.00%	System	\$332.50		\$332,500.00
			Divi	25	AIS	P-DLTPM5860						
22	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.	
23	Acoustical Fabric Panel		Divi	25	AIS	P-DLTPM5860	\$ 1,750.00	81.00%	System	\$332.50	\$0.00	
24	Top Caps					INC	\$ -	81.00%	System	\$0.00	\$0.00	
25	Raceways					INC	\$ -	81.00%	System	\$0.00	\$0.00	
26	Straight Connectors					INC	\$ -	81.00%	System	\$0.00	\$0.00	
27	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
28	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
29	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
30	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
31	<b>TOTAL OF PANEL BID</b>										\$0.00	
32	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	Divi	25	AIS	P-DLTRPM5860	\$ 1,384.00	81.00%	System	\$262.96		\$262,960.00
33	Fabric 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.	
34	Acoustical Fabric Panel		Divi	25	AIS	P-DLTRPM5860	\$ 1,384.00	81.00%	System	\$262.96	\$0.00	
35	Top Caps					INC	\$ -	81.00%	System	\$0.00	\$0.00	
36	Raceways					INC	\$ -	81.00%	System	\$0.00	\$0.00	
37	Straight Connectors					INC	\$ -	81.00%	System	\$0.00	\$0.00	
38	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
39	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
40	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
41	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
42	<b>TOTAL OF PANEL BID</b>										\$0.00	

	A	B	C	D	E	F	G	H	I	J	K	L
43	<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)	750	Divi	73	AIS	P-DLFPSS5860	\$ 2,310.00	81.00%	System	\$438.90		\$329,175.00
44	<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>	
45	Non-Fabric Panel		Divi	73	AIS	P-DLFPSS5860	\$ 2,310.00	81.00%	System	\$438.90	\$0.00	
46	Top Caps					INC	\$ -	81.00%	System	\$0.00	\$0.00	
47	Raceways					INC	\$ -	81.00%	System	\$0.00	\$0.00	
48	Straight Connectors					INC	\$ -	81.00%	System	\$0.00	\$0.00	
49	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
50	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
51	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
52	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
53												
							<b>TOTAL OF PANEL BID</b>				\$0.00	
54	<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)	750	Divi	73 & 84	AIS	P-DLFRSS5860	\$ 1,873.00	81.00%	System	\$355.87		\$266,902.50
55	<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>	
56	Non-Fabric Panel		Divi	73 & 84	AIS	P-DLFRSS5860	\$ 1,873.00	81.00%	System	\$355.87	\$0.00	
57	Top Caps					INC	\$ -	81.00%	System	\$0.00	\$0.00	
58	Raceways					INC	\$ -	81.00%	System	\$0.00	\$0.00	
59	Straight Connectors					INC	\$ -	81.00%	System	\$0.00	\$0.00	
60	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
61	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
62	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
63	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
64												
							<b>TOTAL OF PANEL BID</b>				\$0.00	

	A	B	C	D	E	F	G	H	I	J	K	L
65	Duplex Receptacles for Panels	5000	Divi	92	AIS	E-MW8W4D01	\$ 78.00	81.00%	System	\$14.82		\$74,100.00
66	Panel Connectors: 2-way, straight	2000					\$ -	81.00%	System	\$0.00		\$0.00
67	Panel Connectors: 2-way, 90-degree elbow	1000	Divi	87	AIS	P-DLBS90	\$ 26.00	81.00%	System	\$4.94		\$4,940.00
68	Panel Connectors: 3-way, tee	500	Divi	87	AIS	P-DLBS3W	\$ 26.00	81.00%	System	\$4.94		\$2,470.00
69	Panel Connectors: 4-way, tee	500					\$ -	81.00%	System	\$0.00		\$0.00
70	Panel Connectors: Panel End Caps (52"h +/- 5" panel)	2000	Divi	87	AIS	P-DLSEOR	\$ 26.00	81.00%	System	\$4.94		\$9,880.00
71	24"d x 36"w laminate work surface	500	Worksurface & Storage	8	AIS	W-WS2436	\$ 461.00	81.00%	System	\$87.59		\$43,795.00
72	24"d x 36" w laminate corner work surface	500	Worksurface & Storage	14	AIS	W-WSCC2436	\$ 765.00	81.00%	System	\$145.35		\$72,675.00
73	24"d x 48" w laminate work surface	500	Worksurface & Storage	8	AIS	W-WS2448	\$ 544.00	81.00%	System	\$103.36		\$51,680.00
74	36" w steel flipper door unit with lock	500	Divi	105	AIS	S-FDUDV36	\$ 828.00	81.00%	System	\$157.32		\$78,660.00
75	48" w steel flipper door unit with lock	500	Divi	105	AIS	S-FDUDV48	\$ 890.00	81.00%	System	\$169.10		\$84,550.00
76	24"d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface	1000	Worksurface & Storage	26	AIS	S-PEDFFL24	\$ 1,072.00	81.00%	PDU	\$203.68		\$203,680.00
77	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	Worksurface & Storage	26	AIS	S-PEDBBFJ24	\$ 1,072.00	81.00%	PDU	\$203.68		\$203,680.00
78	11"h x 36"w tackboard	200	Divi	125	AIS	A-TACKDV1236	\$ 282.00	81.00%	System	\$53.58		\$10,716.00
79	30"w task light (must be within 6" of the width of flipper door unit)	100	Accessories	33	AIS	A-LEDTL-61024	\$ 511.00	81.00%	System	\$97.09		\$9,709.00
80	42"w task light (must be within 6" of the width of flipper door unit)	100	Accessories	33	AIS	A-LEDTL-61040	\$ 758.00	81.00%	System	\$144.02		\$14,402.00
81	Keyboard Tray	1000	Accessories	35	AIS	A-KEYBZ	\$ 612.00	81.00%	SysAcc	\$116.28		\$116,280.00
82	Panel Mount Rail Toolbar - 48" metal, includes two (2) supports, one rail with two (2) end caps	100	Accessories	125	AIS	A-TBDV48	\$ 474.00	81.00%	SysAcc	\$90.06		\$9,006.00
83	Letter Tray: Mounts on slat pad horizontally, supports minimum of five (5) pounds	500	Accessories	39	AIS	P-MXTBLPT	\$ 138.00	81.00%	SysAcc	\$26.22		\$13,110.00
84	Diagonal Tray	500	Accessories	39	AIS	P-MXTBDFS	\$ 158.00	81.00%	SysAcc	\$30.02		\$15,010.00
85	Coat hook - one (1) per workstation	100	Accessories	125	AIS	A-CHM	\$ 70.00	81.00%	SysAcc	\$13.30		\$1,330.00
86	Task Chair	1000	Seating	28	AIS	5400	\$ 480.00	58.00%	STC	\$201.60		\$201,600.00
87	Guest Chair	2000	Seating	45	AIS	3500BK	\$ 304.00	58.00%	SCG	\$127.68		\$255,360.00
88	Side Chair	1000	Seating	39	AIS	3400C	\$ 407.00	58.00%	SSC	\$170.94		\$170,940.00
89	Adjustable height arms	1000				INC	\$ -	58.00%	STC	\$0.00		\$0.00

	A	B	C	D	E	F	G	H	I	J	K	L
90	Sofa – Upholstered in vinyl, , minimum 72" (+/- 3"), minimum of four (4) stationary legs – no casters.	100	Seating		61 AIS	F-SSC347230C	\$ 2,079.00	72.00%	FSF	\$582.12		\$58,212.00
91	Lounge Chairs – Upholstered in vinyl, with arms not to exceed 32"w, minimum of four (4) stationary legs – no casters	200	Seating		59 AIS	F-SSC343030C	\$ 1,094.00	72.00%	FSF	\$306.32		\$61,264.00
92	Credenzas 20"d x 72"w x 29" with two (2) storage cabinets full to the floor, laminate, locking	50	Calibrate		118 AIS	X-4DC7218	\$ 3,014.00	72.00%	FSF	\$843.92		\$42,196.00
93	Round Table: 48"w x 29"h with laminate top, metal column with cross base	500	Tables	Not in PL	AIS	T-RDR4829ATG	\$ 2,325.00	72.00%	FSF	\$651.00		\$325,500.00
94	Rectangle Table: 30"d x 72"w with laminate tops with steel base and four (4) legs on casters	500	Tables		34 AIS	T-RCR307229ATC	\$ 1,612.00	72.00%	FSF	\$451.36		\$225,680.00
95	Conference Table: 96"l x 48"w with laminate top with two (2) round laminate pedestal bases	300	Tables		154 AIS	X-CTR4896R	\$ 3,403.00	72.00%	FSF	\$952.84		\$285,852.00
96	Desk: 60"l x 30w 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	Calibrate	44 & 112	AIS	X-DS6030 & X-BBFP	\$ 3,180.00	72.00%	FSF	\$890.40		\$445,200.00
97	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	Calibrate		149 AIS	X-BC503615	\$ 1,885.00	75.00%	CG	\$471.25		\$47,125.00
98	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	Calibrate		148 AIS	X-CBC743618	\$ 3,300.00	75.00%	CG	\$825.00		\$82,500.00
99	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	Calibrate		129 AIS	XWBFCDR74	\$ 4,265.00	75.00%	CG	\$1,066.25		\$106,625.00
100	Lateral File Cabinet non-pedestal: 2 Drawer Laminate 35"w x 22"d x 29"h	500	Calibrate		114 AIS	X-LAT2DFS3623	\$ 3,183.00	75.00%	FC	\$795.75		\$397,875.00
101	Lateral File Cabinet non-pedestal: 4 Drawer Steel 36"w x 19"d x 53"h	500	Worksurface & Stor		31 AIS	S-LATJ4D36	\$ 3,204.00	75.00%	FC	\$801.00		\$400,500.00
102	Reconfiguration Design: Hourly Rate (see Specification 3.11.1.1)	100					\$ 50.00			\$5,000.00		\$5,000.00
103	Reconfiguration Labor: Regular Rate (see specification 3.11.1.2)	100					\$ 40.00			\$4,000.00		\$4,000.00
104	Reconfiguration Labor: Overtime Rate (see Specification 3.11.1.3)	100					\$ 60.00			\$6,000.00		\$6,000.00
105	<b>TOTAL BID COST</b>										\$5,332,639.50	
106	<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>									
107	System	81.00%										
108	System Accessories	81.00%										
109	PDU	81.00%										
110	Seating - STC,STG,SCG	58.00%										
111	FSF	72.00%										
112	CG	75.00%										
113	FC	75.00%										
114												

<b>Company Name:</b>	Omega Commercial Interiors LLC
<b>Contact:</b>	David McCormick
<b>Phone:</b>	304-581-6701
<b>Email:</b>	dmcormick@omegawva.com

	A	B	C	D	E	F	G	H	I	J	K	L
1	<b>Exhibit A: CRFQ 0212 SWC2300000011 Systems Furniture Pricing Pages</b>											
2	<b>REGION 2</b>											
3	<b>Please complete the below pricing sheet to include with your bid, as follows:</b>											
4	Catalog Name:	Provide the number for the manufacturers catalog from which Catalog Price is taken; must match catalog included with bid.										
5	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.										
6	Manufacturer:	Provide the name of the manufacturer for item bid for this line.										
7	Manufacturer Part No.:	Provide the manufacturer's part number (or catalog part number) for the item being bid for this line.										
8	Catalog Price:	Provide the price listed in the catalog; must exactly match price found in previously listed catalog number.										
9	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.										
10	Type:	Describes the Type of Item, as specified in the Specifications document of the Request for Quotation										
11	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 %.										
12		Contract Unit Prices for Items whose Description is exactly identical on this Pricing Page must be equal.										
13	Contract Hourly Rate	Contract Hourly Rate of Design or Installation Labor for Reconfigurations Only										
14	Total Bid:	Multiply listed Estimated Quantity by Contract Unit Price or Contract Hourly Rate, as applicable, to calculate Total Bid for this line.										
15	TOTAL FURNITURE BID COST:	Add all Total Bids										
16	TOTAL BID COST:	Add TOTAL FURNITURE BID COST										
17	<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>											
18	<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>											
19	<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
20	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)
21	<b>Panels: 62"H (+/- 5"):</b> 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)	600					\$ 1,750.00	81.00%	System	\$332.50		\$199,500.00
			Divi	25	AIS	P-DLTTTPM5860						
22	<b>Fabric Panels: 62"H (+/- 5"):</b> 60" Powered Panels Complete Unit shall consist of the following:	<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>	
23	Acoustical Fabric Panel		Divi	25	AIS	P-DLTTTPM5860	\$ 1,750.00	81.00%	System	\$332.50	\$0.00	
24	Top Caps					INC	\$ -	81.00%	System	\$0.00	\$0.00	
25	Raceways					INC	\$ -	81.00%	System	\$0.00	\$0.00	
26	Straight Connectors					INC	\$ -	81.00%	System	\$0.00	\$0.00	
27	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
28	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
29	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
30	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
31											<b>TOTAL OF PANEL BID</b>	\$0.00
32	<b>Panels: 62"H (+/- 5"):</b> 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)	600	Divi	25	AIS	P-DLTRPM5860	\$ 1,384.00	81.00%	System	\$262.96		\$157,776.00
33	<b>Panels: 62"H (+/- 5"):</b> 60" Non-Powered Panels Complete Unit shall consist of the following:	<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>	
34	Acoustical Fabric Panel		Divi	25	AIS	P-DLTRPM5860	\$ 1,384.00	81.00%	System	\$262.96	\$0.00	
35	Top Caps					INC	\$ -	81.00%	System	\$0.00	\$0.00	
36	Raceways					INC	\$ -	81.00%	System	\$0.00	\$0.00	
37	Straight Connectors					INC	\$ -	81.00%	System	\$0.00	\$0.00	
38	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
39	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
40	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
41	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
42											<b>TOTAL OF PANEL BID</b>	\$0.00

	A	B	C	D	E	F	G	H	I	J	K	L
43	<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)	600	Divi	73	AIS	P-DLFPSS5860	\$ 2,310.00	81.00%	System	\$438.90		\$263,340.00
44	<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>	
45	Non-Fabric Panel		Divi	73	AIS	P-DLFPSS5860	\$ 2,310.00	81.00%	System	\$438.90	\$0.00	
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53											<b>TOTAL OF PANEL BID</b>	\$0.00
54	<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)	600	Divi	73 & 84	AIS	P-DLFRSS5860	\$ 1,873.00	81.00%	System	\$355.87		\$213,522.00
55	<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>	
56	Non-Fabric Panel		Divi	73 & 84	AIS	P-DLFRSS5860	\$ 1,873.00	81.00%	System	\$355.87	\$0.00	
57	Top Caps					INC	\$ -	81.00%	System	\$0.00	\$0.00	
58	Raceways					INC	\$ -	81.00%	System	\$0.00	\$0.00	
59	Straight Connectors					INC	\$ -	81.00%	System	\$0.00	\$0.00	
60	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
61	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
62	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
63	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
64											<b>TOTAL OF PANEL BID</b>	\$0.00

	A	B	C	D	E	F	G	H	I	J	K	L
65	Duplex Receptacles for Panels	3500	Divi	92	AIS	E-MW8W4D01	\$ 78.00	81.00%	System	\$14.82		\$51,870.00
66	Panel Connectors: 2-way, straight	1700					\$ -	81.00%	System	\$0.00		\$0.00
67	Panel Connectors: 2-way, 90-degree elbow	600	Divi	87	AIS	P-DLBS90	\$ 26.00	81.00%	System	\$4.94		\$2,964.00
68	Panel Connectors: 3-way, tee	350	Divi	87	AIS	P-DLBS3W	\$ 26.00	81.00%	System	\$4.94		\$1,729.00
69	Panel Connectors: 4-way, tee	350					\$ -	81.00%	System	\$0.00		\$0.00
70	Panel Connectors: Panel End Caps (62"h +/- 5" panel)	1700	Divi	87	AIS	P-DLSEOR	\$ 26.00	81.00%	System	\$4.94		\$8,398.00
71	24"d x 36"w laminate work surface	350	Worksurface & Storage	8	AIS	W-WS2436	\$ 461.00	81.00%	System	\$87.59		\$30,656.50
72	24"d x 36" w laminate corner work surface	350	Worksurface & Storage	14	AIS	W-WSCC2436	\$ 765.00	81.00%	System	\$145.35		\$50,872.50
73	24"d x 48" w laminate work surface	350	Worksurface & Storage	8	AIS	W-WS2448	\$ 544.00	81.00%	System	\$103.36		\$36,176.00
74	36" w steel flipper door unit with lock	350	Divi	105	AIS	S-FDUDV36	\$ 828.00	81.00%	System	\$157.32		\$55,062.00
75	48" w steel flipper door unit with lock	350	Divi	105	AIS	S-FDUDV48	\$ 890.00	81.00%	System	\$169.10		\$59,185.00
76	24"d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface	600	Worksurface & Storage	26	AIS	S-PEDFFL24	\$ 1,072.00	81.00%	PDU	\$203.68		\$122,208.00
77	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	600	Worksurface & Storage	26	AIS	S-PEDBBFJ24	\$ 1,072.00	81.00%	PDU	\$203.68		\$122,208.00
78	11"h x 36"w tackboard	150	Divi	125	AIS	A-TACKDV1236	\$ 282.00	81.00%	System	\$53.58		\$8,037.00
79	30"w task light (must be within 6" of the width of flipper door unit)	70	Accessories	33	AIS	A-LEDTL-61024	\$ 511.00	81.00%	System	\$97.09		\$6,796.30
80	42"w task light (must be within 6" of the width of flipper door unit)	70	Accessories	33	AIS	A-LEDTL-61040	\$ 758.00	81.00%	System	\$144.02		\$10,081.40
81	Keyboard Tray	1700	Accessories	35	AIS	A-KEYBZ	\$ 612.00	81.00%	SysAcc	\$116.28		\$197,676.00
82	Panel Mount Rail Toolbar - 48" metal, includes two (2) supports, one rail with two (2) end caps	70	Accessories	125	AIS	A-TBDV48	\$ 474.00	81.00%	SysAcc	\$90.06		\$6,304.20
83	Letter Tray: Mounts on slat pad horizontally, supports minimum of five (5) pounds	300	Accessories	39	AIS	P-MXTBLPT	\$ 138.00	81.00%	SysAcc	\$26.22		\$7,866.00
84	Diagonal Tray	300	Accessories	39	AIS	P-MXTBDFS	\$ 158.00	81.00%	SysAcc	\$30.02		\$9,006.00
85	Coat hook -- one (1) per workstation	70	Accessories	125	AIS	A-CHM	\$ 70.00	81.00%	SysAcc	\$13.30		\$931.00
86	Task Chair	750	Seating	28	AIS	5400	\$ 480.00	58.00%	STC	\$201.60		\$151,200.00
87	Guest Chair	1600	Seating	45	AIS	3500BK	\$ 304.00	58.00%	SCG	\$127.68		\$204,288.00
88	Side Chair	600	Seating	39	AIS	3400C	\$ 407.00	58.00%	SSC	\$170.94		\$102,564.00
89	Adjustable height arms	800				INC	\$ -	58.00%	STC	\$0.00		\$0.00

	A	B	C	D	E	F	G	H	I	J	K	L
90	Sofa – Upholstered in vinyl, . minimum 72" (+/- 3"), minimum of four (4) stationary legs – no casters.	70	Seating	61	AIS	F-SSC347230C	\$ 2,079.00	72.00%	FSF	\$582.12		\$40,748.40
91	Lounge Chairs – Upholstered in vinyl, with arms not to exceed 32"w, minimum of four (4) stationary legs – no casters	150	Seating	59	AIS	F-SSC343030C	\$ 1,094.00	72.00%	FSF	\$306.32		\$45,948.00
92	Credenzas 20"d x 72"w x 29" with two (2) storage cabinets full to the floor, laminate, locking	35	Calibrate	118	AIS	X-4DC7218	\$ 3,014.00	72.00%	FSF	\$843.92		\$29,537.20
93	Round Table: 48"w x 29"h with laminate top, metal column with cross base	350	Tables	Not in PL	AIS	T-RDR4829ATG	\$ 2,325.00	72.00%	FSF	\$651.00		\$227,850.00
94	Rectangle Table: 30"d x 72"w with laminate tops with steel base and four (4) legs on casters	350	Tables	34	AIS	T-RCR307229ATC	\$ 1,612.00	72.00%	FSF	\$451.36		\$157,976.00
95	Conference Table: 96"l x 48"w with laminate top with two (2) round laminate pedestal bases	200	Tables	154	AIS	X-CTR4896R	\$ 3,403.00	72.00%	FSF	\$952.84		\$190,568.00
96	Desk: 60"l x 30w 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.	350	Calibrate	44 & 112	AIS	X-DS6030 & X-BBFP	\$ 3,180.00	72.00%	FSF	\$890.40		\$311,640.00
97	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	70	Calibrate	149	AIS	X-BC503615	\$ 1,885.00	75.00%	CG	\$471.25		\$32,987.50
98	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	70	Calibrate	148	AIS	X-CBC743618	\$ 3,300.00	75.00%	CG	\$825.00		\$57,750.00
99	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	70	Calibrate	129	AIS	XWBFCDR74	\$ 4,265.00	75.00%	CG	\$1,066.25		\$74,637.50
100	Lateral File Cabinet non-pedestal: 2 Drawer Laminate 35"w x 22"d x 29"h	350	Calibrate	114	AIS	X-LAT2DFS3623	\$ 3,183.00	75.00%	FC	\$795.75		\$278,512.50
101	Lateral File Cabinet non-pedestal: 4 Drawer Steel 36"w x 19"d x 53"h	400	Worksurface & Stor	31	AIS	S-LATJ4D36	\$ 3,204.00	75.00%	FC	\$801.00		\$320,400.00
102	Reconfiguration Design: Hourly Rate (see Specification 3.11.1.1)	100					\$ 50.00			\$5,000.00		\$5,000.00
103	Reconfiguration Labor: Regular Rate (see specification 3.11.1.2)	100					\$ 40.00			\$4,000.00		\$4,000.00
104	Reconfiguration Labor: Overtime Rate (see Specification 3.11.1.3)	100					\$ 60.00			\$6,000.00		\$6,000.00
105	<b>TOTAL BID COST</b>											\$3,863,772.00
106	<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>									
107	System	81.00%										
108	System Accessories	81.00%										
109	PDU	81.00%										
110	Seating - STC,STG,SCG	58.00%										
111	FSF	72.00%										
112	CG	75.00%										
113	FC	75.00%										
114												

<b>Company Name:</b>	Omega Commercial Interiors LLC
<b>Contact:</b>	David McCormick
<b>Phone:</b>	304-581-6701
<b>Email:</b>	dmccormick@omegawva.com

	A	B	C	D	E	F	G	H	I	J	K	L
1	<b>Exhibit A: CRFQ 0212 SWC2300000011 Systems Furniture Pricing Pages</b>											
2	<b>REGION 3</b>											
3	<b>Please complete the below pricing sheet to include with your bid, as follows:</b>											
4	Catalog Name:	Provide the number for the manufacturers catalog from which Catalog Price is taken; must match catalog included with bid.										
5	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.										
6	Manufacturer:	Provide the name of the manufacturer for item bid for this line.										
7	Manufacturer Part No.:	Provide the manufacturer's part number (or catalog part number) for the item being bid for this line.										
8	Catalog Price:	Provide the price listed in the catalog; must exactly match price found in previously listed catalog number.										
9	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.										
10	Type:	Describes the Type of Item, as specified in the Specifications document of the Request for Quotation										
11	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 %.										
12		Contract Unit Prices for Items whose Description is exactly identical on this Pricing Page must be equal.										
13	Contract Hourly Rate	Contract Hourly Rate of Design or Installation Labor for Reconfigurations Only										
14	Total Bid:	Multiply listed Estimated Quantity by Contract Unit Price or Contract Hourly Rate, as applicable, to calculate Total Bid for this line.										
15	TOTAL FURNITURE BID COST:	Add all Total Bids										
16	TOTAL BID COST:	Add TOTAL FURNITURE BID COST										
17	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.											
18	*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.											
19	** 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.											

	A	B	C	D	E	F	G	H	I	J	K	L
20	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)
21	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)	600					\$ 1,750.00	81.00%	System	\$332.50		\$199,500.00
			Divi	25	AIS	P-DLTPM5860						
22	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.	
23	Acoustical Fabric Panel		Divi	25	AIS	P-DLTPM5860	\$ 1,750.00	81.00%	System	\$332.50	\$0.00	
24	Top Caps					INC	\$ -	81.00%	System	\$0.00	\$0.00	
25	Raceways					INC	\$ -	81.00%	System	\$0.00	\$0.00	
26	Straight Connectors					INC	\$ -	81.00%	System	\$0.00	\$0.00	
27	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
28	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
29	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
30	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
31							TOTAL OF PANEL BID				\$0.00	
32	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)	600	Divi	25	AIS	P-DLTRPM5860	\$ 1,384.00	81.00%	System	\$262.96		\$157,776.00
33	Fabric 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.	
34	Acoustical Fabric Panel						\$ -	81.00%	System	\$0.00	\$0.00	
35	Top Caps						\$ -	81.00%	System	\$0.00	\$0.00	
36	Raceways						\$ -	81.00%	System	\$0.00	\$0.00	
37	Straight Connectors						\$ -	81.00%	System	\$0.00	\$0.00	
38	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
39	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
40	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
41	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
42							TOTAL OF PANEL BID				\$0.00	

	A	B	C	D	E	F	G	H	I	J	K	L
43	<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)	600	Divi	73	AIS	P-DLFPSS5860	\$ 2,310.00	81.00%	System	\$438.90		\$263,340.00
44	<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>	
45	Non-Fabric Panel		Divi	73	AIS	P-DLFPSS5860	\$ 2,310.00	81.00%	System	\$438.90	\$0.00	
46	Top Caps					INC	\$ -	81.00%	System	\$0.00	\$0.00	
47	Raceways					INC	\$ -	81.00%	System	\$0.00	\$0.00	
48	Straight Connectors					INC	\$ -	81.00%	System	\$0.00	\$0.00	
49	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
50	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
51	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
52	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
53							<b>TOTAL OF PANEL BID</b>				\$0.00	
54	<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)	600	Divi	73 & 84	AIS	P-DLFRSS5860	\$ 1,873.00	81.00%	System	\$355.87		\$213,522.00
55	<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>	
56	Non-Fabric Panel		Divi	73 & 84	AIS	P-DLFRSS5860	\$ 1,873.00	81.00%	System	\$355.87	\$0.00	
57	Top Caps					INC	\$ -	81.00%	System	\$0.00	\$0.00	
58	Raceways					INC	\$ -	81.00%	System	\$0.00	\$0.00	
59	Straight Connectors					INC	\$ -	81.00%	System	\$0.00	\$0.00	
60	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
61	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
62	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
63	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
64							<b>TOTAL OF PANEL BID</b>				\$0.00	

	A	B	C	D	E	F	G	H	I	J	K	L
65	Duplex Receptacles for Panels	3500	Divi	92	AIS	E-MW8W4D01	\$ 78.00	81.00%	System	\$14.82		\$61,870.00
66	Panel Connectors: 2-way, straight	1700					\$ -	81.00%	System	\$0.00		\$0.00
67	Panel Connectors: 2-way, 90-degree elbow	600	Divi	87	AIS	P-DLBS90	\$ 26.00	81.00%	System	\$4.94		\$2,964.00
68	Panel Connectors: 3-way, tee	350	Divi	87	AIS	P-DLBS3W	\$ 26.00	81.00%	System	\$4.94		\$1,729.00
69	Panel Connectors: 4-way, tee	350					\$ -	81.00%	System	\$0.00		\$0.00
70	Panel Connectors: Panel End Caps (62"h +/- 5" panel)	1700	Divi	87	AIS	P-DLSEOR	\$ 26.00	81.00%	System	\$4.94		\$8,398.00
71	24"d x 36"w laminate work surface	350	Worksurface & Storage	8	AIS	W-WS2436	\$ 461.00	81.00%	System	\$87.59		\$30,656.50
72	24"d x 36" w laminate corner work surface	350	Worksurface & Storage	14	AIS	W-WSCC2436	\$ 765.00	81.00%	System	\$145.35		\$50,872.50
73	24"d x 48" w laminate work surface	350	Worksurface & Storage	8	AIS	W-WS2448	\$ 544.00	81.00%	System	\$103.36		\$36,176.00
74	36" w steel flipper door unit with lock	350	Divi	105	AIS	S-FDUDV36	\$ 828.00	81.00%	System	\$157.32		\$55,062.00
75	48" w steel flipper door unit with lock	350	Divi	105	AIS	S-FDUDV48	\$ 890.00	81.00%	System	\$169.10		\$59,185.00
76	24"d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface	600	Worksurface & Storage	26	AIS	S-PEDFFL24	\$ 1,072.00	81.00%	PDU	\$203.68		\$122,208.00
77	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	600	Worksurface & Storage	26	AIS	S-PEDBBFJ24	\$ 1,072.00	81.00%	PDU	\$203.68		\$122,208.00
78	11"h x 36"w tackboard	150	Divi	125	AIS	A-TACKDV1236	\$ 282.00	81.00%	System	\$53.58		\$8,037.00
79	30"w task light (must be within 6" of the width of flipper door unit)	70	Accessories	33	AIS	A-LEDTL-61024	\$ 511.00	81.00%	System	\$97.09		\$6,796.30
80	42"w task light (must be within 6" of the width of flipper door unit)	70	Accessories	33	AIS	A-LEDTL-61040	\$ 758.00	81.00%	System	\$144.02		\$10,081.40
81	Keyboard Tray	1700	Accessories	35	AIS	A-KEYBZ	\$ 612.00	81.00%	SysAcc	\$116.28		\$197,676.00
82	Panel Mount Rail Toolbar - 48" metal, includes two (2) supports, one rail with two (2) end caps	70	Accessories	125	AIS	A-TBDV48	\$ 474.00	81.00%	SysAcc	\$90.06		\$6,304.20
83	Letter Tray: Mounts on slat pad horizontally, supports minimum of five (5) pounds	300	Accessories	39	AIS	P-MXTBLPT	\$ 138.00	81.00%	SysAcc	\$26.22		\$7,866.00
84	Diagonal Tray	300	Accessories	39	AIS	P-MXTBDFS	\$ 158.00	81.00%	SysAcc	\$30.02		\$9,006.00
85	Coat hook - one (1) per workstation	70	Accessories	125	AIS	A-CHM	\$ 70.00	81.00%	SysAcc	\$13.30		\$931.00
86	Task Chair	750	Seating	28	AIS	5400	\$ 480.00	58.00%	STC	\$201.60		\$151,200.00
87	Guest Chair	1600	Seating	45	AIS	3500BK	\$ 304.00	58.00%	SCG	\$127.68		\$204,288.00
88	Side Chair	600	Seating	39	AIS	3400C	\$ 407.00	58.00%	SSC	\$170.94		\$102,564.00
89	Adjustable height arms	800				INC	\$ -	58.00%	STC	\$0.00		\$0.00



	A	B	C	D	E	F	G	H	I	J	K	L
90	Sofa – Upholstered in vinyl, , minimum 72" (+/- 3"), minimum of four (4) stationary legs – no casters.	70	Seating	61	AIS	F-SSC347230C	\$ 2,079.00	72.00%	FSF	\$582.12		\$40,748.40
91	Lounge Chairs – Upholstered in vinyl, with arms not to exceed 32"w, minimum of four (4) stationary legs – no casters	150	Seating	59	AIS	F-SSC343030C	\$ 1,094.00	72.00%	FSF	\$306.32		\$45,948.00
92	Credenzas 20"d x 72"w x 29" with two (2) storage cabinets full to the floor, laminate, locking	35	Calibrate	118	AIS	X-4DC7218	\$ 3,014.00	72.00%	FSF	\$843.92		\$29,537.20
93	Round Table: 48"w x 29"h with laminate top, metal column with cross base	350	Tables	Not in PL	AIS	T-RDR4829ATG	\$ 2,325.00	72.00%	FSF	\$651.00		\$227,850.00
94	Rectangle Table: 30"d x 72"w with laminate tops with steel base and four (4) legs on casters	350	Tables	34	AIS	T-RCR307229ATC	\$ 1,612.00	72.00%	FSF	\$451.36		\$157,976.00
95	Conference Table: 96"l x 48"w with laminate top with two (2) round laminate pedestal bases	200	Tables	154	AIS	X-CTR4896R	\$ 3,403.00	72.00%	FSF	\$952.84		\$190,568.00
96	Desk: 60"l x 30w 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.	350	Calibrate	44 & 112	AIS	X-DS6030 & X-BBFP	\$ 3,180.00	72.00%	FSF	\$890.40		\$311,640.00
97	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	70	Calibrate	149	AIS	X-BC503615	\$ 1,885.00	75.00%	CG	\$471.25		\$32,987.50
98	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	70	Calibrate	148	AIS	X-CBC743618	\$ 3,300.00	75.00%	CG	\$825.00		\$57,750.00
99	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	70	Calibrate	129	AIS	XWBFCDR74	\$ 4,265.00	75.00%	CG	\$1,066.25		\$74,637.50
100	Lateral File Cabinet non-pedestal: 2 Drawer Laminate 35"w x 22"d x 29"h	350	Calibrate	114	AIS	X-LAT2DFS3623	\$ 3,183.00	75.00%	FC	\$795.75		\$278,512.50
101	Lateral File Cabinet non-pedestal: 4 Drawer Steel 36"w x 19"d x 53"h	400	Worksurface & Storage	31	AIS	S-LATJ4D36	\$ 3,204.00	75.00%	FC	\$801.00		\$320,400.00
102	Reconfiguration Design: Hourly Rate (see Specification 3.11.1.1)	100					\$ 50.00			\$5,000.00		\$5,000.00
103	Reconfiguration Labor: Regular Rate (see specification 3.11.1.2)	100					\$ 40.00			\$4,000.00		\$4,000.00
104	Reconfiguration Labor: Overtime Rate (see Specification 3.11.1.3)	100					\$ 60.00			\$6,000.00		\$6,000.00
105	<b>TOTAL BID COST</b>										\$3,863,772.00	
106	<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>									
107	System	81.00%										
108	System Accessories	81.00%										
109	PDU	81.00%										
110	Seating - STC,STG,SCG	58.00%										
111	FSF	72.00%										
112	CG	75.00%										
113	FC	75.00%										
114												

<b>Company Name:</b>	Omega Commercial Interiors LLC
<b>Contact:</b>	David McCormick
<b>Phone:</b>	304-581-6701
<b>Email:</b>	dmccormick@omegawva.com

	A	B	C	D	E	F	G	H	I	J	K	L
1	<b>Exhibit A: CRFQ 0212 SWC2300000011 Systems Furniture Pricing Pages</b>											
2	<b>REGION 4</b>											
3	<b>Please complete the below pricing sheet to include with your bid, as follows:</b>											
4	Catalog Name:	Provide the number for the manufacturers catalog from which Catalog Price is taken; must match catalog included with bid.										
5	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.										
6	Manufacturer:	Provide the name of the manufacturer for item bid for this line.										
7	Manufacturer Part No.:	Provide the manufacturer's part number (or catalog part number) for the item being bid for this line.										
8	Catalog Price:	Provide the price listed in the catalog; must exactly match price found in previously listed catalog number.										
9	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.										
10	Type:	Describes the Type of Item, as specified in the Specifications document of the Request for Quotation										
11	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 %.										
12		Contract Unit Prices for Items whose Description is exactly identical on this Pricing Page must be equal.										
13	Contract Hourly Rate	Contract Hourly Rate of Design or Installation Labor for Reconfigurations Only										
14	Total Bid:	Multiply listed Estimated Quantity by Contract Unit Price or Contract Hourly Rate, as applicable, to calculate Total Bid for this line.										
15	TOTAL FURNITURE BID COST:	Add all Total Bids										
16	TOTAL BID COST:	Add TOTAL FURNITURE BID COST										
17	<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>											
18	<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>											
19	<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
	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)
20	<b>Panels: 62"H (+/- 5"): 60" Powered Panels - Acoustical 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)	600					\$ 1,750.00	81.00%	System	\$332.50		\$199,500.00
21			Divi	25	AIS	P-DLTPM5860						
22	<b>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>	
23	Acoustical Fabric Panel		Divi	25	AIS	P-DLTPM5860	\$ 1,750.00	81.00%	System	\$332.50	\$0.00	
24	Top Caps					INC	\$ -	81.00%	System	\$0.00	\$0.00	
25	Raceways					INC	\$ -	81.00%	System	\$0.00	\$0.00	
26	Straight Connectors					INC	\$ -	81.00%	System	\$0.00	\$0.00	
27	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
28	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
29	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
30	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
31							<b>TOTAL OF PANEL BID</b>				\$0.00	
32	<b>Panels: 62"H (+/- 5"): 60" Non-powered Panels - Acoustical 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)	600	Divi	25	AIS	P-DLTPM5860	\$ 1,384.00	81.00%	System	\$262.96		\$157,776.00
33	<b>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>	
34	Acoustical Fabric Panel						\$ -	81.00%	System	\$0.00	\$0.00	
35	Top Caps						\$ -	81.00%	System	\$0.00	\$0.00	
36	Raceways						\$ -	81.00%	System	\$0.00	\$0.00	
37	Straight Connectors						\$ -	81.00%	System	\$0.00	\$0.00	
38	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
39	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
40	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
41	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
42							<b>TOTAL OF PANEL BID</b>				\$0.00	

	A	B	C	D	E	F	G	H	I	J	K	L
43	<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)	600	Divi	73	AIS	P-DLFPSS5860	\$ 2,310.00	81.00%	System	\$438.90		\$263,340.00
44	<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>
45	Non-Fabric Panel		Divi	73	AIS	P-DLFPSS5860	\$ 2,310.00	81.00%	System	\$438.90	\$0.00	
46	Top Caps					INC	\$ -	81.00%	System	\$0.00	\$0.00	
47	Raceways					INC	\$ -	81.00%	System	\$0.00	\$0.00	
48	Straight Connectors					INC	\$ -	81.00%	System	\$0.00	\$0.00	
49	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
50	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
51	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
52	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
53												<b>TOTAL OF PANEL BID</b>
											\$0.00	
54	<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)	600	Divi	73 & 84	AIS	P-DLFRSS5860	\$ 1,873.00	81.00%	System	\$355.87		\$213,522.00
55	<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>
56	Non-Fabric Panel		Divi	73 & 84	AIS	P-DLFRSS5860	\$ 1,873.00	81.00%	System	\$355.87	\$0.00	
57	Top Caps					INC	\$ -	81.00%	System	\$0.00	\$0.00	
58	Raceways					INC	\$ -	81.00%	System	\$0.00	\$0.00	
59	Straight Connectors					INC	\$ -	81.00%	System	\$0.00	\$0.00	
60	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
61	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
62	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
63	Identify Additional hardware here if needed						\$ -	81.00%	System	\$0.00	\$0.00	
64												<b>TOTAL OF PANEL BID</b>
											\$0.00	

	A	B	C	D	E	F	G	H	I	J	K	L
65	Duplex Réceptacles for Panels	3500	Divi	92	AIS	E-MW8W4D01	\$ 78.00	81.00%	System	\$14.82		\$51,870.00
66	Panel Connectors: 2-way, straight	1700					\$ -	81.00%	System	\$0.00		\$0.00
67	Panel Connectors: 2-way, 90-degree elbow	600	Divi	87	AIS	P-DLBS90	\$ 26.00	81.00%	System	\$4.94		\$2,964.00
68	Panel Connectors: 3-way, tee	350	Divi	87	AIS	P-DLBS3W	\$ 26.00	81.00%	System	\$4.94		\$1,729.00
69	Panel Connectors: 4-way, tee	350					\$ -	81.00%	System	\$0.00		\$0.00
70	Panel Connectors: Panel End Caps (62"h +/- 5" panel)	1700	Divi	87	AIS	P-DLSEOR	\$ 26.00	81.00%	System	\$4.94		\$8,398.00
71	24"d x 36"w laminate work surface	350	Worksurface & Storage	8	AIS	W-WS2436	\$ 461.00	81.00%	System	\$87.59		\$30,656.50
72	24"d x 36" w laminate corner work surface	350	Worksurface & Storage	14	AIS	W-WSCC2436	\$ 765.00	81.00%	System	\$145.35		\$50,872.50
73	24"d x 48" w laminate work surface	350	Worksurface & Storage	8	AIS	W-WS2448	\$ 544.00	81.00%	System	\$103.36		\$36,176.00
74	36" w steel flipper door unit with lock	350	Divi	105	AIS	S-FDUDV36	\$ 828.00	81.00%	System	\$157.32		\$55,062.00
75	48" w steel flipper door unit with lock	350	Divi	105	AIS	S-FDUDV48	\$ 890.00	81.00%	System	\$169.10		\$59,185.00
76	24"d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface	600	Worksurface & Storage	26	AIS	S-PEDFFL24	\$ 1,072.00	81.00%	PDU	\$203.68		\$122,208.00
77	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	600	Worksurface & Storage	26	AIS	S-PEDBBFJ24	\$ 1,072.00	81.00%	PDU	\$203.68		\$122,208.00
78	11"h x 36"w tackboard	150	Divi	125	AIS	A-TACKDV1236	\$ 282.00	81.00%	System	\$53.58		\$8,037.00
79	30"w task light (must be within 6" of the width of flipper door unit)	70	Accessories	33	AIS	A-LEDTL-61024	\$ 511.00	81.00%	System	\$97.09		\$6,796.30
80	42"w task light (must be within 6" of the width of flipper door unit)	70	Accessories	33	AIS	A-LEDTL-61040	\$ 758.00	81.00%	System	\$144.02		\$10,081.40
81	Keyboard Tray	1700	Accessories	35	AIS	A-KEYBZ	\$ 612.00	81.00%	SysAcc	\$116.28		\$197,676.00
82	Panel Mount Rail Toolbar - 48" metal, includes two (2) supports, one rail with two (2) end caps	70	Accessories	125	AIS	A-TBDV48	\$ 474.00	81.00%	SysAcc	\$90.06		\$6,304.20
83	Letter Tray: Mounts on slat pad horizontally, supports minimum of five (5) pounds	300	Accessories	39	AIS	P-MXTBLPT	\$ 138.00	81.00%	SysAcc	\$26.22		\$7,866.00
84	Diagonal Tray	300	Accessories	39	AIS	P-MXTBDFS	\$ 158.00	81.00%	SysAcc	\$30.02		\$9,006.00
85	Coat hook -- one (1) per workstation	70	Accessories	125	AIS	A-CHM	\$ 70.00	81.00%	SysAcc	\$13.30		\$931.00
86	Task Chair	750	Seating	28	AIS	5400	\$ 480.00	58.00%	STC	\$201.60		\$151,200.00
87	Guest Chair	1600	Seating	45	AIS	3500BK	\$ 304.00	58.00%	SCG	\$127.68		\$204,288.00
88	Side Chair	600	Seating	39	AIS	3400C	\$ 407.00	58.00%	SSC	\$170.94		\$102,564.00
89	Adjustable height arms	800				INC	\$ -	58.00%	STC	\$0.00		\$0.00

	A	B	C	D	E	F	G	H	I	J	K	L
90	Sofa – Upholstered in vinyl, minimum 72" (+/- 3"), minimum of four (4) stationary legs – no casters.	70	Seating	61	AIS	F-SSC347230C	\$ 2,079.00	72.00%	FSF	\$582.12		\$40,748.40
91	Lounge Chairs – Upholstered in vinyl, with arms not to exceed 32"w, minimum of four (4) stationary legs – no casters	150	Seating	59	AIS	F-SSC343030C	\$ 1,094.00	72.00%	FSF	\$306.32		\$45,948.00
92	Credenzas 20"d x 72"w x 29" with two (2) storage cabinets full to the floor, laminate, locking	35	Calibrate	118	AIS	X-4DC7218	\$ 3,014.00	72.00%	FSF	\$843.92		\$29,537.20
93	Round Table: 48"w x 29"h with laminate top, metal column with cross base	350	Tables	Not in PL	AIS	T-RDR4829ATG	\$ 2,325.00	72.00%	FSF	\$651.00		\$227,850.00
94	Rectangle Table: 30"d x 72"w with laminate tops with steel base and four (4) legs on casters	350	Tables	34	AIS	T-RCR307229ATC	\$ 1,612.00	72.00%	FSF	\$451.36		\$157,976.00
95	Conference Table: 96" x 48"w with laminate top with two (2) round laminate pedestal bases	200	Tables	154	AIS	X-CTR4896R	\$ 3,403.00	72.00%	FSF	\$952.84		\$190,568.00
96	Desk: 60"l x 30w 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.	350	Calibrate	44 & 112	AIS	X-DS6030 & X-BBFP	\$ 3,180.00	72.00%	FSF	\$890.40		\$311,640.00
97	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	70	Calibrate	149	AIS	X-BC503615	\$ 1,885.00	75.00%	CG	\$471.25		\$32,987.50
98	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	70	Calibrate	148	AIS	X-CBC743618	\$ 3,300.00	75.00%	CG	\$825.00		\$57,750.00
99	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	70	Calibrate	129	AIS	XWBFCDR74	\$ 4,265.00	75.00%	CG	\$1,066.25		\$74,637.50
100	Lateral File Cabinet non-pedestal: 2 Drawer Laminate 35"w x 22"d x 29"h	350	Calibrate	114	AIS	X-LAT2DFS3623	\$ 3,183.00	75.00%	FC	\$795.75		\$278,512.50
101	Lateral File Cabinet non-pedestal: 4 Drawer Steel 36"w x 19"d x 53"h	400	Worksurface & Storage	31	AIS	S-LATJ4D36	\$ 3,204.00	75.00%	FC	\$801.00		\$320,400.00
102	Reconfiguration Design: Hourly Rate (see Specification 3.11.1.1)	100					\$ 50.00			\$5,000.00		\$5,000.00
103	Reconfiguration Labor: Regular Rate (see specification 3.11.1.2)	100					\$ 40.00			\$4,000.00		\$4,000.00
104	Reconfiguration Labor: Overtime Rate (see Specification 3.11.1.3)	100					\$ 60.00			\$6,000.00		\$6,000.00
105	<b>TOTAL BID COST</b>										\$3,863,772.00	

SYSTEM TYPE	DISCOUNT %	<p><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></p> <table border="1" style="margin: auto;"> <tr> <td><b>Company Name:</b></td> <td>Omega Commercial Interiors LLC</td> </tr> <tr> <td><b>Contact:</b></td> <td>David McCormick</td> </tr> <tr> <td><b>Phone:</b></td> <td>304-581-6701</td> </tr> <tr> <td><b>Email:</b></td> <td>dmccormick@omegawva.com</td> </tr> </table>	<b>Company Name:</b>	Omega Commercial Interiors LLC	<b>Contact:</b>	David McCormick	<b>Phone:</b>	304-581-6701	<b>Email:</b>	dmccormick@omegawva.com
<b>Company Name:</b>	Omega Commercial Interiors LLC									
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System	81.00%									
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FSF	72.00%									
CG	75.00%									
FC	75.00%									

# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

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

**1. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

**2. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

**3. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

**4. Application is made for 5% vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

**5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

**6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

**8. Application is made for reciprocal preference.**

- Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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

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

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Omega Commercial Interiors LLC

Signed: 

Date: 1/31/2023

Title: Owner David McCormick

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

# AIS Contracts

## State/Local

- State of Alabama
- State of Arkansas
- CMAS (California)
- State of Connecticut (Systems only)
- State of Florida ACS
- State of Georgia
- State of Kansas
- State of Massachusetts
- State of Mississippi (Panel Systems & Freestanding Furniture)
- State of New Jersey
- State of New Mexico
- State of New York
- State of North Carolina
- State of Pennsylvania (Commercial Furniture & Systems)
- State of South Carolina
- State of South Dakota
- TXMAS (Texas)
- University of Alabama
- University of Kentucky
- MHEC (Mass. Higher Ed. Consort.)
- LA County, CA
- Loudoun County (VA)
- Miami Dade County (FL)

## Cooperatives (Co-ops)



## Federal (GSA & Air Force)



**U.S. AIR FORCE**

**AIS**







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/03/2022

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

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

<b>PRODUCER</b> <b>State Farm</b> PARKER HALL AGENCY 1000 PARKWAY DR MORGANTOWN WV 26501	<b>CONTACT NAME:</b> TINA SADLER <b>PHONE (A/C No. Ext):</b> 304-298-2228 <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b> tina@parkerhallinsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Fire and Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> OMEGA COMMERCIAL INTERIORS LLC 714 VENTURE DR STE 142 MORGANTOWN WV 26508	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INBR LTR	TYPE OF INSURANCE	ADD INSD	DOB WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		97-BF-D722-0	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

OMEGA COMMERCIAL INTERIORS LLC

### CERTIFICATE HOLDER

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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