



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

**Solicitation**

NUMBER
BCF13098

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

VENDOR

\*709044350      304-344-1231  
 CONTEMPORARY GALLERIES OF WV I  
 1210 SMITH ST  
 CHARLESTON WV 25301

SHIP TO

HEALTH AND HUMAN RESOURCES  
 VARIOUS LOCATIONS  
 AS INDICATED BELOW

RECEIVED JAN 28 2013

DATE PRINTED
01/23/2013

BID OPENING DATE: 01/31/2013      BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM FOR THE WVDHHR CALHOUN COUNTY MODULAR FURNITURE PROJECT, ISSUED TO PUBLISH AND DISTRIBUTE THE FOLLOWING INFORMATION.		
0001		EA		425-94		
				WORK STATIONS, MODULAR		
***** THIS IS THE END OF RFQ BCF13098 ***** TOTAL:						\$1166,504.50
						01/31/13 09:39:43 AM West Virginia Purchasing Division

SIGNATURE <i>James B. Kulpatick</i>	TELEPHONE 3043441231	DATE 01-31-13
TITLE <i>Sales Design</i>	FEIN 550564447	ADDRESS CHANGES TO BE NOTED ABOVE

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



# contemporary galleries

January 31, 2013

WV Purchasing  
ATTN: Guy Nisbet  
2019 Washington Street, East  
Charleston, WV 25305

RE: RFQ# BCF13098 for the Department of Health & Human Resources – Calhoun County

Dear Guy:

Thank you for giving us the opportunity to bid on this project.

We have used our Herman Miller Action Office System, Sit On It Seating, and Workstream Freestanding Desk Units. (Brochures, warranty and info are included.)

A few differences/deviations are as follows:

- The desk units/laterals have a pull option to select from.
- Round table for Section 3.40 has a pre-determined X base.
- The large conference table for Section 3.38 comes included with a pre-determined base.
- The laminate storage cabinets with doors for Section 3.38 are 30" high.
- In Section 3.43 the coffee table (22x48) and end table (22x22) are slightly different in size and they have full end/side panels for the legs. (As shown in brochure.)

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

Thank you for your interest in Contemporary Galleries.

Sincerely,

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

Enc.

SOLICITATION NUMBER: BCF13098  
 Addendum Number: No.01

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

The addendum for the WVDHHR Calhoun County modular furniture project, issued to publish and distribute the following information.

1. Mandatory pre-bid vendor sign-in sheet
2. Questions and agency answers to vendor submitted questions.
3. Revised Pricing sheet on enclosed CD for vendors convenience.

\* Vendor's are required to submit a hard copy of the Bid Sheets with their bid submittal. Should there be a discrepancy between the hard copy and the submitted electronic copy the hard copy will prevail.\*

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

**Terms and Conditions:**

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

# ATTACHMENT A

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

BCF13098

Date:

01/10<sup>MA</sup>/2013

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>WALTON'S</u>
Firm Address:	<u>1100 WINDY STREET</u> <u>STONINGTON, WV 25810</u>
Representative Attending:	<u>HEATHER KIRKPATRICK</u>
Phone Number:	<u>304-344-1231</u>
Fax Number:	<u>304-344-1262</u>
Email Address:	<u>jkirkpatrick@sjun.com</u>

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

Firm Name:	<u>Capital Business Interiors</u>
Firm Address:	<u>711 Indiana Avenue</u> <u>Charleston, WV 25301</u>
Representative Attending:	<u>Kelli Bragg</u>
Phone Number:	<u>304-343-7551</u>
Fax Number:	<u>304-346-3350</u>
Email Address:	<u>Kbragg@ntelos.net</u>

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

RECEIVED  
JAN 10 2013  
OFFICE OF THE COMPTROLLER  
STATE OF WEST VIRGINIA

Firm Name:	<u>Capital Business Interiors</u>
Firm Address:	<u>711 Indiana Avenue</u> <u>Charleston, WV 25301</u>
Representative Attending:	<u>Amber Lott</u>
Phone Number:	<u>304-343-7551</u>
Fax Number:	<u>304-346-3350</u>
Email Address:	<u>amberjones@ntelos.net</u>

Firm Name:	_____
Firm Address:	_____
Representative Attending:	_____
Phone Number:	_____
Fax Number:	_____
Email Address:	_____

## **BCF13098 ADDENDUM #1**

### **Calhoun County Modular Furniture**

#### **Questions & Answers**

1.     **Question:** What is the manufacturer and origin of the private offices specified product?  
  
           **Answer:** Goal was to establish one contract for each manufacturer and to allow each agency furniture styles that meet their needs.
  
2.     **Question:** What is its warranty?  
  
           **Answer:** Structural frame: Life of system (For as long as the user owns the system)  
  
           Fabric is one (1) year all other components ten (10) years.
  
3.     **Question:** Is there an opportunity for vendors to discuss an alternative metal chassis option in the private offices with the DHHR office manager?  
  
           **Answer:** No

#### **Make the following changes to the specifications:**

- A.   **3.35 Currently Reads:** 6 Enclosed Private Offices: (Rooms 124, 125, 141, 142, 143 and 144)  
  
           **Change To Read:** 7 Enclosed Private Offices: (Rooms 106, 124, 125, 141, 142, 143 and 144)
  
- B.   **3.35 Currently Reads:** Freestanding paper tray to include one horizontal in/out with one divider to allow for 2 levels of storage  
  
           **Change To Read:** Freestanding paper tray to include one horizontal in/out with one divider to allow for 2 levels of storage (total of 12)
  
- C.   **3.36 Currently Reads:** Freestanding paper tray to include one horizontal in/out with one divider to allow for 2 levels of storage  
  
           **Change To Read:** Freestanding paper tray to include one horizontal in/out with one divider to allow for 2 levels of storage (total of 4)
  
- D.   **3.37 Currently Reads:** Freestanding paper tray to include one horizontal in/out with one divider to allow for 2 levels of storage  
  
           **Change To Read:** Freestanding paper tray to include one horizontal in/out with one divider to allow for 2 levels of storage (total of 2)
  
- E.   **3.39 Currently Reads:** 32 Chairs, metal frame, 4 legs, stacking, upholstered

**Change To Read:** 32 Chairs, metal frame, 4 legs, stacking, upholstered with arms

**F. 3.12 Currently Reads:** Ohio County pursuant to West Virginia Code 21-5-1, et.seq.

**Change To read:** Calhoun County pursuant to West Virginia Code 21-5-1, et.seq.

**Please note: Revised excel spreadsheet attached**

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** BCF13098

**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 any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Contemporary Galleries  
Company

Jennifer B. Kirkpatrick  
Authorized Signature

01-31-13  
Date

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





State of West Virginia  
 Department of Administration  
 Purchasing Division  
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ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET
304-558-8802

VENDOR
*709044350 304-344-1231
CONTEMPORARY GALLERIES OF WV I
1210 SMITH ST
CHARLESTON WV 25301

SHIP TO
HEALTH AND HUMAN RESOURCES
VARIOUS LOCATIONS
AS INDICATED BELOW

DATE PRINTED
12/26/2012

BID OPENING DATE: 01/31/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		425-94		
<p>WORK STATIONS, MODULAR</p> <p>REQUEST FOR QUOTATION            SECONDARY BID FOR SYSFURN10</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION IN ACCORDANCE WITH THE PROVISIONS OF SYSFURN10, IS SOLICITING SECONDARY COMPETITIVE BIDS FROM SYSFURN10 VENDORS TO PROVIDE THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, WITH MODULAR FURNITURE FOR THE CALHOUN COUNTY DHHR OFFICE LOCATED 85 INDUSTRIAL PARK ROAD, GRANTSVILLE, WV 26147, PER THE ATTACHED SPECIFICATIONS.</p> <p>THIS SECONDARY COMPETITIVE BID IS LIMITED TO THOSE VENDORS HOLDING A STATEWIDE CONTRACT AWARD UNDER SYSFURN10. NO OTHER BIDS WILL BE CONSIDERED.</p> <p>SYSFURN VENDORS MUST BID ONLY PRODUCTS FROM CATALOGS AWARDED AS A PART OF THEIR SYSFURN10 CONTRACT. VENDOR BIDDING PRODUCTS FROM ANY OTHER CATALOGS WILL BE DISQUALIFIED.</p>						
***** THIS IS THE END OF RFQ BCF13098 *****						TOTAL: \$166,504.50

SIGNATURE <i>James B. Kilpatrick</i>	TELEPHONE 304-344-1231	DATE 01-31-13
TITLE Sales/Design	FEIN 550564447	ADDRESS CHANGES TO BE NOTED ABOVE

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

# SWC SYSFURN10 BID SHEET

Release No.:

BCF13098

Project:

DHHR, Bureau for Children and Families, Calhoun County Office

Section:

Please complete the below pricing sheet to include with your bid. Vendors should complete a separate Bid Sheet for each Section defined in the Bid Request package. Vendors may add additional lines in each section as needed.

Please provide an electronic copy with your bid on a CD or other electronic media. You may contact Guy.L.Nisbet@wv.gov if you have any questions.

All items bid for this project MUST be a part of your SYSFURN10 Contract award. Vendors bidding items not contained on said award shall be disqualified.

## Section 3.3 - Workstations (34)(Area 140 - 14 Units)(Area 120- 20 units)

### Workstations 6' x 7'

Description	QTY	MNFR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
62" h (+/-5")								\$ -
All panels are acoustical, monolithic	6	HERMAN MILLER	A1131.6224N	HERMAN MILLER ACTION OFFIC	77		\$ 146.59	\$ 879.54
2" thickness and solid core,	68	HERMAN MILLER	A1131.6236G	HERMAN MILLER ACTION OFFIC	77		\$ 218.37	\$ 14,849.16
no frame or tile panels will be	40	HERMAN MILLER	A1131.6236N	HERMAN MILLER ACTION OFFIC	77		\$ 179.20	\$ 7,168.00
accepted. All panels shall be powered	28	HERMAN MILLER	A1131.6248G	HERMAN MILLER ACTION OFFIC	77		\$ 236.57	\$ 6,623.96
so that each workstation has 3 duplex outlets	6	HERMAN MILLER	A1131.6248N	HERMAN MILLER ACTION OFFIC	77		\$ 197.65	\$ 1,185.90
per station, no power strips will be accepted.								\$ -
All work stations should have wing panels.								\$ -
See the drawing for sizes.								\$ -
<b>Subtotal</b>								<b>\$ 30,706.56</b>

### I Installation/Electrical Hardware/Misc for Panels

Description	QTY	MNFR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
+15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg	4	HERMAN MILLER	A1311.A	HERMAN MILLER ACTION OFFIC	195		\$ 47.01	\$ 188.04
+15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg	4	HERMAN MILLER	A1311.B	HERMAN MILLER ACTION OFFIC	195		\$ 47.01	\$ 188.04
+15 Amp Receptacle 4 Circuit, Duplex, Circuit C 6/Pkg	4	HERMAN MILLER	A1311.C	HERMAN MILLER ACTION OFFIC	195		\$ 47.01	\$ 188.04
+15 Amp Receptacle 4 Circuit, Duplex, Circuit D 6/Pkg	5	HERMAN MILLER	A1311.DN	HERMAN MILLER ACTION OFFIC	195		\$ 47.01	\$ 235.05
+Base Pwr Entry, Dir Con 4-Circ, 6FT L	6	HERMAN MILLER	A1322.06E	HERMAN MILLER ACTION OFFIC	178		\$ 40.95	\$ 245.70
+Conn, 2-Way 90 Deg Hard 62H	16	HERMAN MILLER	A1220.62H	HERMAN MILLER ACTION OFFIC	130		\$ 34.12	\$ 545.92
+Conn, 3-Way 90 Deg Hard 62H	21	HERMAN MILLER	A1230.62H	HERMAN MILLER ACTION OFFIC	136		\$ 60.66	\$ 1,273.86
+Conn, 4-Way 90 Deg 62H	17	HERMAN MILLER	A1240.62H	HERMAN MILLER ACTION OFFIC	139		\$ 78.10	\$ 1,327.70
Finished End 62H	53	HERMAN MILLER	A1271.62H	HERMAN MILLER ACTION OFFIC	140		\$ 14.15	\$ 749.95
+Draw Rod 57H	54	HERMAN MILLER	AO215.57	HERMAN MILLER ACTION OFFIC	127		\$ 5.81	\$ 313.74
<b>Subtotal</b>								<b>\$ 5,256.04</b>

**Work Surfaces**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
24" d x 36" w laminate work surface	34	HERMAN MILLER	A2310.2436L	HERMAN MILLER ACTION OFFIC	212		\$ 75.32	\$ 2,560.88
24" d x 36" w laminate corner work surface	34	HERMAN MILLER	A2332.2436L	HERMAN MILLER ACTION OFFIC	215		\$ 117.78	\$ 4,004.52
24" d x 48" w laminate work surface	34	HERMAN MILLER	A2310.2448L	HERMAN MILLER ACTION OFFIC	212		\$ 84.67	\$ 2,878.78
36" w steel flipper door unit w/lock	34	HERMAN MILLER	A3353.1336	HERMAN MILLER ACTION OFFIC	284		\$ 113.74	\$ 3,867.16
48" w steel flipper door unit w/lock	34	HERMAN MILLER	A3353.1348	HERMAN MILLER ACTION OFFIC	284		\$ 129.15	\$ 4,391.10
24" d f/f pedestal must be full height to attach to work surface w/lock.	34	HERMAN MILLER	LW140.24FF	HERMAN MILLER TU FILING & S	70		\$ 127.58	\$ 4,337.72
24" d b/b/f pedestal must be full height to attach to work surface w/lock.	34	HERMAN MILLER	LW140.24BBF	HERMAN MILLER TU FILING & S	70		\$ 139.75	\$ 4,751.50
11" h x 36" w tack board	34	HERMAN MILLER	A3410.1236	HERMAN MILLER ACTION OFFIC	323		\$ 32.35	\$ 1,099.90
30" w task light - must be within 6" of the width of the cabinet	34	HERMAN MILLER	G6136.30S	HERMAN MILLER ACTION OFFIC	336		\$ 53.08	\$ 1,804.72
42" w task light - must be within 6" of the width of the cabinet.	34	HERMAN MILLER	G6136.42S	HERMAN MILLER ACTION OFFIC	336		\$ 58.38	\$ 1,984.92
Keyboard tray fully adjustable, with mouse pad that can be moved to either left or right side of keyboard tray, includes palm support, no knob or lever needed for height adjustment, 6" of height adjustment, negative and positive tilt with 360 degree swivel.	34	HERMAN MILLER	Y7727.2H	HERMAN MILLER THRIVE PORT	122		\$ 140.57	\$ 4,779.38
48" w toolbar to include one horizontal in/out with one divider to allow for 2 levels of storage vertical to consist of 3 slots. These are to be located on the 48" wide panel.	34	HERMAN MILLER	A3610.48	HERMAN MILLER ACTION OFFIC	342		\$ 26.29	\$ 893.86
PAPER TRAYS	68	HERMAN MILLER	Y7216.10	HERMAN MILLER THRIVE PORT	25		\$ 10.27	\$ 698.36
DIAGONAL TRAYS	34	HERMAN MILLER	Y7218.	HERMAN MILLER THRIVE PORT	29		\$ 16.88	\$ 573.92
<b>Subtotal</b>								<b>\$ 38,626.72</b>

**Seating**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Task chairs - standard pneumatic height, tilt, swivel, features metal frame with height adjustable arms, 5 star base with casters, mid back design, adjustable lumbar, upholstered in fabric.	34	SIT ON IT	3323T.A80	SIT ON IT SEATING - JANUARY	78		\$ 196.48	\$ 6,680.32
<b>Subtotal</b>								<b>\$ 6,680.32</b>

**Miscellaneous Items**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Coat hooks COME IN A PACK OF 6	6	HERMAN MILLER	AO535.	HERMAN MILLER ACTION OFFIC	319		\$ 8.34	\$ 50.04
<b>Subtotal</b>								<b>\$ 50.04</b>

**Section 3.3A - File Room Workstations (Room 103) Panels to be 46"h (+/- 5")**

**Work Surfaces**

Description	QTY	MNFR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
24"d x 54"w laminate work surface	4	HERMAN MILLER	A2310.2454L	HERMAN MILLER ACTION OFFIC	212		\$ 99.33	\$ 397.32
24"d b/b/f pedestal must be full height to attach to work surface w/lock	4	HERMAN MILLER	LW140.24BBF	HERMAN MILLER TU FILING & S	70		\$ 139.75	\$ 559.00
47H 24W POWERED PANEL	4	HERMAN MILLER	A1120.4724G	HERMAN MILLER ACTION OFFIC	70		\$ 142.80	\$ 571.20
47H 24W NON-POWERED PANEL	5	HERMAN MILLER	A1120.4724N	HERMAN MILLER ACTION OFFIC	70		\$ 103.63	\$ 518.15
47H 30W POWERED PANEL	4	HERMAN MILLER	A1120.4730G	HERMAN MILLER ACTION OFFIC	70		\$ 154.68	\$ 618.72
+Conn,2-Way 90 Deg Hard 47H	2	HERMAN MILLER	A1220.47H	HERMAN MILLER ACTION OFFIC	130		\$ 30.33	\$ 60.66
+Conn,3-Way 90 Deg Hard 47H	3	HERMAN MILLER	A1230.47H	HERMAN MILLER ACTION OFFIC	136		\$ 52.32	\$ 156.96
Finished End 47H	5	HERMAN MILLER	A1271.47H	HERMAN MILLER ACTION OFFIC	140		\$ 13.14	\$ 65.70
+Draw Rod 42H	4	HERMAN MILLER	AO215.42	HERMAN MILLER ACTION OFFIC	127		\$ 5.56	\$ 22.24
<b>Subtotal</b>							<b>\$</b>	<b>2,969.95</b>

**Seating**

Description	QTY	MNFR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Task chairs - standard pneumatic height, tilt, swivel, features metal frame with height adjustable arms, 5 star base with casters, mid back design, adjustable lumbar, upholstered in fabric.	4	SIT ON IT	3323T.A80	SIT ON IT SEATING - JANUARY	78		\$196.48	\$ 785.92
							\$	-
							\$	-
							\$	-
							\$	-
							\$	-
							\$	-
<b>Subtotal</b>							<b>\$</b>	<b>785.92</b>

**Section 3.31 - Printer Station within Work Station Areas (Room 140-1 unit) (Room 120-2 units)**

**Workstation Area**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
36" w x 24" d laminate work surfaces to span entire back of workstation where noted.	6	HERMAN MILLER	A2310.2436L	HERMAN MILLER ACTION OFFICE	212		\$ 75.32	\$ 451.92
48" w x 24" d laminate work surfaces to span entire back of workstation where noted.	6	HERMAN MILLER	A2310.2448L	HERMAN MILLER ACTION OFFICE	212		\$ 84.67	\$ 508.02
24" deep fff pedestals must be full height to attach to work surface with lock.	6	HERMAN MILLER	LW140.24FF	HERMAN MILLER TU FILING & STORAGE	70		\$ 127.58	\$ 765.48
Open shelves to match panel widths.	6	HERMAN MILLER	A3210.1336	HERMAN MILLER ACTION OFFICE	291		\$ 44.23	\$ 265.38
Duplex outlets (PACKAGE OF 6)	1	HERMAN MILLER	A1311.A	HERMAN MILLER ACTION OFFICE	195		\$ 47.01	\$ 47.01
								\$ -
								\$ -
<b>Subtotal</b>								<b>\$ 2,328.99</b>

**Section 3.32 - Mail Area ( Rm 104 / 1 unit)**

**Work Surfaces**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
24" d x 60" w x 40" h laminate top with steel "T" leg base	1	HERMAN MILLER	DT1A.2460LA	HERMAN MILLER EVERYWHERE			\$382.45	\$ 382.45
24" d x 72" w x 29" h laminate top with steel "T" leg base	1	HERMAN MILLER	DT1A.2472LT	HERMAN MILLER EVERYWHERE			\$350.41	\$ 350.41
Task chair: standard pneumatic height, tilt, swivel features, metal frame with height adjustable arms 5 star base with casters, mid back design, adjustable lumbar, upholstered in fabric	1	SIT ON IT	3323T.A80	SIT ON IT SEATING - JANUARY	78		\$196.48	\$ 196.48
							<b>Subtotal</b>	<b>\$ 929.34</b>







**3.34A Printer Table (Between Interview Rooms 101A and 101F)**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
30" d x 60" w table, laminate top with steel	1	WORKSTREAM	AC-TR3060-SQ	WORKSTREAM - 01-01-12	7		\$93.66	\$ 93.66
base and 4 legs on casters	1	WORKSTREAM	AC-LEGTRBC	WORKSTREAM - 01-01-12	7		\$88.27	\$ 88.27
							\$	-
							\$	-
							<b>Subtotal</b>	<b>\$ 181.93</b>

**Section 3.35 - 7 Enclosed Private Office (Room 106,124, 125, 141, 142, 143, and 144)**

**Private Offices**

Description	QTY	MNFR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Desk - General Specifications:								\$ -
Outside and surface panels are made from 1" thick 45 lbs. density particle board and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use 3/4 extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering.								\$ -
locks are standard. Drawers are open with side pulls. Full leg end panels and modesty panel.								\$ -
36" x 72" d peninsula desk	7	WORKSTREAM	ST-DB3672	WORKSTREAM - 01-01-12	30		\$383.97	\$ 2,687.79
48" w return with f/f full height pedestal	7	WORKSTREAM	ST-RR2448XF	WORKSTREAM - 01-01-12	43		\$461.45	\$ 3,230.15
48" w over the desk w/tack board	7	WORKSTREAM	ST-HDO1648	WORKSTREAM - 01-01-12	80		\$581.11	\$ 4,067.77
36" w task light	7	HERMAN MILLER	G6136.42T	HERMAN MILLER ACTION OFFIC	336		\$58.38	\$ 408.66
24" full height, laminate b/b/f pedestal mobile with casters.	7	WORKSTREAM	ST-PC1828B	WORKSTREAM - 01-01-12	81		\$382.51	\$ 2,677.57
Keyboard tray fully adjustable, with mouse pad that can be moved to either left or right side of keyboard tray, includes palm support, no knob or lever needed for height adjustment, 6" of height adjustment, negative and positive tilt with 360 degree swivel.	7	HERMAN MILLER	Y7727.2H	HERMAN MILLER THRIVE PORT	122		\$140.57	\$ 983.99
Freestanding paper tray to include 1 horizontal in/out baskets with one divider to allow for 2 level storage.	14	HERMAN MILLER	Y7216.10	HERMAN MILLER THRIVE PORT	25		\$10.27	\$ 143.78
Freestanding diagonal tray to consist of 3 slots	7	HERMAN MILLER	Y7218.	HERMAN MILLER THRIVE PORT	29		\$16.88	\$ 118.16
							<b>Subtotal</b>	<b>\$ 14,317.87</b>

**Seating**

Description	QTY	MNFR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Task chairs: standard pneumatic height, tilt, swivel features metal frame with height adjustable arms, 5 star base casters, mid back design, adjustable lumbar, upholstered in fabric	7	SIT ON IT	3323T.A80	SIT ON IT SEATING - JANUARY	78		\$196.48	\$ 1,375.36
Guest chairs - metal frame w/arms, 4 legs without casters upholstered in fabric	14	SIT ON IT	5214	SIT ON IT SEATING - JANUARY	146		\$156.48	\$ 2,190.72
							<b>Subtotal</b>	<b>\$ 3,566.08</b>

**Miscellaneous Items**

Description	QTY	MNFR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
36" w x 4 high laminate lateral file w/lock	7	WORKSTREAM	ST-L42036L	WORKSTREAM - 01-01-12	82		\$849.35	\$ 5,945.45
Bookcase 4 high laminate with 3 adjustable shelves in 1" increments must have finished backs.	7	WORKSTREAM	ST-BC1260	WORKSTREAM - 01-01-12	83		\$381.52	\$ 2,670.64
							<b>Subtotal</b>	<b>\$ 8,616.09</b>





**Section 3.38 - There is one conference room and the design options are as follows: (Room 111)**

**Tables**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Conference table:								\$ -
84"l x 42" w laminate top and two round laminate pedestal bases	1	WORKSTREAM	AC-CTM4496	WORKSTREAM - 01-01-12	85		\$457.53	\$ 457.53
MODIFICATION								\$ -
<b>Subtotal</b>								<b>\$ 457.53</b>

**Seating**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Task chairs: standard pneumatic height, tilt, swivel features metal frame with height adjustable arms, 5 star base casters, mid back design, adjustable lumbar, upholstered in fabric	8	SIT ON IT	3323T.A80	SIT ON IT SEATING - JANUARY	78		\$196.48	\$ 1,571.84
MODIFICATION								\$ -
<b>Subtotal</b>								<b>\$ 1,571.84</b>

**Miscellaneous Items**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Laminate Storage Cabinet with doors, locking 24"d x 36"w x 40"h	1	WORKSTREAM	ST-SC2436	WORKSTREAM - 01-01-12	82		394.76	\$ 394.76
MODIFICATION								\$ -
<b>Subtotal</b>								<b>\$ 394.76</b>

**Section 3.39 - There is one large conference room with the following design options: (Room 126)**

**Tables**

Description	QTY	MNFR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
30"d x 60"w laminate tops with steel base and 4 legs	8	WORKSTREAM	AC-TR3060-SQ	WORKSTREAM - 01-01-12	7		\$93.66	\$ 749.28
on casters	8	WORKSTREAM	AC-LEGRBC	WORKSTREAM - 01-01-12	7		\$88.27	\$ 706.16
								\$ -
								\$ -
<b>Subtotal</b>								<b>\$ 1,455.44</b>

**Seating**

Description	QTY	MNFR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
chairs: metal frame, 4 legs, stacking, upholstered w/arms	32	SIT ON IT	5214	SIT ON IT SEATING - JANUARY	146		\$156.48	\$ 5,007.36
								\$ -
<b>Subtotal</b>								<b>\$ 5,007.36</b>

**Miscellaneous Items**

Description	QTY	MNFR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Credenza:	1	WORKSTREAM	ST-CE2472DBD	WORKSTREAM - 01-01-12	40		\$924.87	\$ 924.87
24"d x 72"w with double storage full to the floor, locking hinged doors, laminate								\$ -
								\$ -
Presentation board:	1	FIRST OFFICE	4-4848VP	FIRST OFFICE - JULY 11, 2011	40		573.91	\$ 573.91
white board, two side opening doors, cork board on right door and 50 sheet writing pad on the left door.								\$ -
Marker board can also be used for projection.								\$ -
Set of 4 dry markers and eraser included with board.								\$ -
<b>Subtotal</b>								<b>\$ 1,498.78</b>

**Section 3.40 - The break room with the following design options: (Room 131)**

**Tables**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
30"d x 60"w laminate tops with two 29"h metal column	3	WORKSTREAM	AC-TR3060-SQ	WORKSTREAM - 01-01-12	7		\$93.66	\$ 280.98
with "T" legs	6	WORKSTREAM	AC-LEGTRTB	WORKSTREAM - 01-01-12	7		\$88.27	\$ 529.62
								\$ -
								\$ -
								\$ -
								\$ -
							<b>Subtotal</b>	<b>\$ 810.60</b>

**Seating**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Chairs: molded poly shell no upholstery metal frame	18	SIT ON IT	93FB	SIT ON IT SEATING - JANUARY	140		\$83.96	\$ 1,511.28
without arms, 4 legs, stationary								\$ -
								\$ -
							<b>Subtotal</b>	<b>\$ 1,511.28</b>





**Section 3.42 - The video room will contain the following options: (Room 112)**

**Work Surfaces**

**Size:**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page Location/Rooms	Unit Price	EXT. Price
Free standing design:							\$ -
Desk - General Specifications:							\$ -
Outside and surface panels are made from 1" thick 45 lbs. density particle board and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use 3/4 extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering. locks are standard. Drawers are open with side pulls. Full leg end panels and modesty panel.							\$ -
Single pedestal desk , free standing design 24" w x 60" l single pedestal b/b/f full to floor, full laminate finish to match private offices and interview rooms.	1	WORKSTREAM	ST-CE2460XB	WORKSTREAM - 01-01-12	32	\$576.20	\$ 576.20
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
<b>Subtotal</b>							\$ <b>576.20</b>

**Seating**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page Location/Rooms	Unit Price	EXT. Price
Task chair: standard pneumatic height, tilt, swivel features metal frame with height adjustable arms, 5 star base casters, mid back design, adjustable lumbar, upholstered in fabric	1	SIT ON IT	3323T.A80	SIT ON IT SEATING - JANUARY	78	\$196.48	\$ 196.48
							\$ -
							\$ -
							\$ -
<b>Subtotal</b>							\$ <b>196.48</b>

**Miscellaneous Items**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page Location/Rooms	Unit Price	EXT. Price
Bookcase: 36" w 4 high laminate with 3 adjustable shelves in 1" increments, must have finished back	1	WORKSTREAM	ST-BC1260	WORKSTREAM - 01-01-12	83	\$381.52	\$ 381.52
							\$ -
							\$ -
<b>Subtotal</b>							\$ <b>381.52</b>

**Section 3.43 - The family visitation room will contain the following design options: (Rm. 113)**

**Tables**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
36" round laminate table 29"h metal column with cross base.	1	WORKSTREAM	AC-CTR3636MB	WORKSTREAM - 01-01-12	85		\$264.32	\$ 264.32
								\$ -
								\$ -
End table 24" x 24" laminate with 4 legs	1	WORKSTREAM	AC-CRC2222	WORKSTREAM - 01-01-12	86		\$137.80	\$ 137.80
Coffee table 42" x 20" laminate with 4 legs	1	WORKSTREAM	AC-CRC4822	WORKSTREAM - 01-01-12	86		\$162.81	\$ 162.81
MODIFICATION								\$ -
							<b>Subtotal</b>	<b>\$ 564.93</b>

**Seating**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
3 seat sofa with minimum of 4 legs, stationary without casters, upholstered in vinyl.	1	FIRST OFFICE	F43043	FIRST OFFICE - JULY 11, 2011	441		\$980.49	\$ 980.49
								\$ -
								\$ -
Lounge chair, no more than 32" w, with arms upholstered in vinyl, minimum of 4 legs.	1	FIRST OFFICE	F43041	FIRST OFFICE - JULY 11, 2011	440		\$545.41	\$ 545.41
								\$ -
								\$ -
Chairs: molded poly shell, no upholstery metal frame without arms, 4 legs, stationary	3	SIT ON IT	93FB	SIT ON IT SEATING - JANUARY	140		\$83.96	\$ 251.88
								\$ -
								\$ -
							<b>Subtotal</b>	<b>\$ 1,777.78</b>

**Miscellaneous Items**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Bookcase:								\$ -
36"w x 42"h laminate with 3 adjustable shelves in 1" increments, must have finished back	1	WORKSTREAM	ST-BC1242	WORKSTREAM - 01-01-12	83		\$294.23	\$ 294.23
								\$ -
								\$ -
								\$ -
							<b>Subtotal</b>	<b>\$ 294.23</b>

**Section 3.44 - Storage Room to contain: (Room 140B, 140C, and 120A)**

**Miscellaneous Items**

Description	QTY	MNFR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Shelves								\$ -
6 high 48" w x 12" deep open style shelving heavy	3	SAFCO	6251	SAFCO - 01/01/2012	13		\$133.13	\$ 399.39
duty, 20 gauge steel, 1000 lb. max load per shelf								\$ -
	3	SAFCO	6256	SAFCO - 01/01/2012	13		\$68.13	\$ 204.39
<b>Subtotal</b>								<b>\$ 603.78</b>

**Section 3.44A - Storage Room to contain: (Room 140E and 132)**

**Miscellaneous Items**

Description	QTY	MNFR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Shelves								\$ -
6 high 48" w x 18" deep open style shelving heavy	2	SAFCO	6253	SAFCO - 01/01/2012	13		\$155.00	\$ 310.00
duty, 20 gauge steel, 1000 lb. max load per shelf								\$ -
	2	SAFCO	6256	SAFCO - 01/01/2012	13		\$68.13	\$ 136.26
<b>Subtotal:</b>								<b>\$ 446.26</b>

**Section 3.44B - Storage Room to contain: (Room 140F and 140D)**

**Miscellaneous Items**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Shelves								\$ -
6 high 48" w x 18" deep open style shelving heavy duty, 20 gauge steel, 1000 lb. max load per shelf	4	SAFCO	6253	SAFCO - 01/01/2012	13		\$155.00	\$ 620.00
								\$ -
POST KIT	4	SAFCO	6256	SAFCO - 01/01/2012	13		\$68.13	\$ 272.52
<b>Subtotal</b>								<b>\$ 892.52</b>

**Section 3.44C - Storage Room to contain: (Room 133)**

**Miscellaneous Items**

Description	QTY	MNFR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Shelves							\$	-
6 high 48" w x 18" deep open style shelving heavy duty, 20 gauge steel, 1000 lb. max load per shelf	2	SAFCO	6253	SAFCO - 01/01/2012	13		\$155.00	\$ 310.00
							\$	-
POST KIT	3	SAFCO	6256	SAFCO - 01/01/2012	13		\$68.13	\$ 204.39
6 high 36" w x 18" d open style shelving heavy duty, 20 gauge steel, 1000 lb. max load per shelf.	1	SAFCO	6252	SAFCO - 01/01/2012	13		\$111.25	\$ 111.25
							\$	-
							<b>Subtotal</b>	<b>\$ 625.64</b>

**Section 3.44D - Storage Room to contain: (Room 103B)**

**Miscellaneous Items**

Description	QTY	MNFTR	Part No.	SWC Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Shelves								\$ -
6 high 48" w x 12" d open style shelving heavy duty, 20 gauge steel, 1000 lb. max load per shelf	1	SAFCO	6251	SAFCO - 01/01/2012	13		\$133.13	\$ 133.13
POST KIT	3	SAFCO	6256	SAFCO - 01/01/2012	13		\$68.13	\$ 204.39
6 high 36" w x 12" d open style shelving heavy duty, 20 gauge steel, 1000 lb. max load per shelf	2	SAFCO	6250	SAFCO - 01/01/2012	13		\$95.63	\$ 191.26
								\$ -
							<b>Subtotal</b>	<b>\$ 628.78</b>





**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

January 10 , 2013 at 9:00 AM. EST  
 WV DHHR  
 350 Capitol Street, Room 730  
 Charleston, WV 25301

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: January 17, 2013 at 2:00 PM. EST

Submit Questions to: Guy Nisbet  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305  
Fax: 304.558.3970  
Email: Guy.L.Nisbet@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID  
 BUYER: \_\_\_\_\_  
 SOLICITATION NO.: \_\_\_\_\_  
 BID OPENING DATE: \_\_\_\_\_  
 BID OPENING TIME: \_\_\_\_\_  
 FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: [  ] Technical  
 [  ] Cost

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

**Bid Opening Date and Time:** January 31, 2013 at 1:30 PM. EST

**Bid Opening Location:** Department of Administration, Purchasing Division  
 2019 Washington Street East  
 P.O. Box 50130,  
 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.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  
  - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
  
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  
  - 2.8 **"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:** This Contract becomes effective on  
  
and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

✓ | ✓ | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ Thirty ~~(30)~~ *60* days.

| | **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

| | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- | | **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - | | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - |  | **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - | | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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.
7. **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 of 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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- | | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

| | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[ ] **Commercial General Liability Insurance:**  
\$250,000.00 or more.

[ ] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[ ]

[ ]

[ ]

[ ]

[ ]

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

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

[ ]

[ ]

[ ]

[ ]

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

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. ALTERNATES:** Any model, brand, or specification listed herein 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.

**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. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  
for

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.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. 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.

**15. 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.

**16. 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.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid 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.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. 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.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. 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>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- [    ] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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

- b. 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.

**53. 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.



## REQUEST FOR QUOTATION

### I. GENERAL INFORMATION:

- 1.1 The Department of Health & Human Resources (DHHR) is requesting a monetary quote for the products listed herein. All vendors must bid grade A products/fabrics and to provide complete information on the product they are bidding. It is acceptable to offer your product's closest match (5% variation on each dimension) if your product does not conform to the exact dimensions of the products listed. Alternate dimensions or deviations should be summarized and included with your quotation. Do not bid fewer items even if the items bid will not physically fit on the provided floor plan. The estimated square footage for the Calhoun County office is 10,130 sq. ft.
- 1.2 All work shall be in compliance with National Electric Code, State Fire Marshall's Office, applicable building codes, and any other governing agency as well as meeting industry standards.
- 1.3 This shall be a turn-key job and everything to totally complete the installation and approved operation shall be included in the original bid. In the event of a conflict between written specifications and the drawing, the written specifications prevail.
- 1.4 This is a Secondary Bid, only products and Vendors that have been pre-approved by inclusion on the Statewide Contract SYSFURN10 can bid on this request.

### 2. BASE BIDS:

- 2.1 All qualified bidders, being familiar with and understanding the bidding documents and being familiar with all local conditions affecting the project hereby propose to furnish all material, equipment, supplies and to perform all work in accordance with the bidding documents within the time set forth below.
- 2.2 It is the bidder's responsibility to verify all field conditions and limitations prior to bidding. It is also the bidder's responsibility to notify the DHHR in writing, of conditions detrimental to performing the scope of the work. Do not proceed until nonconforming conditions have been corrected.

### 3. SCOPE OF WORK:

- 3.1 The objective of this quotation is to obtain a turn-key installation of new modular furniture in the new Calhoun County office to be located in Grantsville, WV. The successful vendor and DHHR will mutually agree on a firm and fixed delivery date. 02/08/2013 will be the targeted date for this solicitation based on current construction schedule for the new building. ?

- 3.2 Furniture provider will be responsible for providing the equipment/services listed below:

**3.3** The individual workstations in the left and right bay areas will number approximately 34. The workstation dimensions should be approximately 6' X 7'. All panels are to be 62" high (+/-5") **All panels are acoustical, monolithic, 2" thickness and solid core, no frame or tile panels will be accepted.** The panels shall have NRC rating of min.50 and STC rating of 22. Electric/voice/data will be supplied from power poles as necessary to operate the particular group of workstations. **The panels shall be powered so that each workstation has 3 duplex outlets per station, no power strips will be accepted. All work stations should have wing panels. See the drawing for sizes.**

**Workstations 6' x 7' (34) (Area 140 – 14 units) (Area 120 - 20 units)**

- 24"d x 36"w laminate work surface
- 24"d x 36"w laminate corner work surface
- 24"d x 48"w laminate work surface
- 36"w steel flipper door unit w/lock
- 48"w steel flipper door unit w/lock
- 24"d f/f pedestal must be full height to attach to work surface w/lock
- 24"d b/b/f pedestal must be full height to attach to work surface w/lock
- 11"h x 36"w tack board
- 30"w task light – must be within 6" of the width of the cabinet
- 42" w task light – must be within 6" of the width of the cabinet
- Keyboard tray fully adjustable, with mouse pad that can be moved to either left or right side of keyboard tray, includes palm support, no knob or lever needed for height adjustment, 6" of height adjustment, negative and positive tilt with 360 degree swivel
- 48"w toolbar to include one horizontal in/out with one divider to allow for 2 levels of storage, vertical to consist of 3 slots. These are to be located on the 48" wide panel. (total of 68)
- Coat hook, one per workstation
- Task chair: (34)  
standard pneumatic height, tilt, swivel, features metal frame with height adjustable arms, 5 star base with casters, mid back design, adjustable lumbar, upholstered in fabric.

**3.3A – File Room Workstations (Room 103) Panels to be 46"h (+/- 5")**

- 4 ea. 24"d x 54"w laminate work surface
- 4 ea. 24"d b/b/f pedestal must be full height to attach to work surface w/lock
- 4 ea. task chair: standard pneumatic height, tilt, swivel, features metal frame with height adjustable arms, 5 star base with casters, mid back design, adjustable lumbar, upholstered in fabric.

**3.31 Printer Stations within Work Station Areas (Room 140 – 1 unit) (Room 120 – 2 units)**

- 2 ea. 36"w x 24"d laminate work surfaces to span entire back of workstation where noted

- 2 ea. 48" w x 24" d laminate work surfaces to span entire back of workstation where noted
- 2 ea. 24" deep file/file pedestals must be full height to attach to work surface
- 4 ea. open shelves to match panel widths
- 2 ea. Duplex outlets

### **3.32 Mail Area (Room 104 / 1 unit)**

- 1 ea. Table 24" d x 60" w x 40" h laminate top with steel "T" leg base.
- 1 ea. Table 24" d x 72" w x 29" h laminate top with steel "T" leg base.
- 1 ea. Task chair: standard pneumatic height, tilt, swivel features, metal frame with height adjustable arms, 5 star base with casters, mid back design, adjustable lumbar, upholstered in fabric.

### **3.33 Receptionists (Room 105)**

**\*\*\*\*\* Please note the service windows, panels located under the windows will need to be 30" h\*\*\*\*\***

- 24" d x 36" w laminate work surface
- 3 ea. 24" d x 36" w laminate corner work surface
- 24" d x 54" w laminate work surface
- 24" d x 84" w laminate work surface
- 2 ea. 30" w steel flipper door unit w/lock
- 36" w steel flipper door unit w/lock
- 3 ea. 24" d b/b/f pedestal must be full height to attach to work surface w/lock
- 11" h x 36" w tack board
- 2 ea. 24" w task light – must be within 6" of the width of the cabinet
- 30" w task light – must be within 6" of the width of the cabinet
- 2 ea. Keyboard tray fully adjustable, with mouse pad that can be moved to either left or right side of keyboard tray, includes palm support, no knob or lever needed for height adjustment, 6" of height adjustment, negative and positive tilt with 360 degree swivel
- Task chair: (3) standard pneumatic height, tilt, swivel, features metal frame with height adjustable arms, 5 star base with casters, mid back design, adjustable lumbar, upholstered in fabric.

### **3.34 There are 10 Interview Rooms and the design options for each are as follows: (Rooms 101A, 101B, 101C, 101D, 101E, 101F, 101G, 101H, 101I, and 101K)**

- Desk, General Specifications – Outside and surface panels are made from 1" thick 45 lb. density particle board and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use ¾ extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering. Locks are standard. Drawers are opened with side pulls. Full leg end panels and modesty panel.

- Desk 48"l x 30"w x 29"h laminate top, full laminate desk **no steel**, single pedestal box/box/file free standing design.
- Keyboard tray, fully adjustable, with mouse pad that can be moved to either left or right side of the keyboard tray, includes palm support, no knob or lever needed for height adjustment, 6" of height adjustment, negative and positive tilt with 360 degree swivel.
- Tack board - 36"w x 11"h attached to the wall
- Task chair: standard pneumatic height, swivel, and tilt features, metal frame with height, adjustable arms, adjustable lumbar, 5 star base with casters, mid back design, upholstered in fabric
- Guest chairs (qty. 2): metal frame no arms, 4 legs, stationary without casters, molded poly shell, no upholstery

### ~~3.34A Printer Table (Between Interview Rooms 101A and 101F)~~

- 1 ea. Table 30"d x 60"w laminate top with steel base and 4 legs on casters.

### ~~3.35.6 Enclosed Private Offices: (Rooms 124, 125, 141, 142, 143 and 144)~~

- Desk, General Specifications – Outside and surface panels are made from 1" thick 45 lb. density particle board and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use ¾ extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering. Locks are standard. Drawers are opened with side pulls. Full end panels with modesty panel.
- 36" x 72" d peninsula desk
- 48"w return. with f/f full height pedestal
- 48"w over desk w/tack board
- 36"w task light
- 24" full height, laminate b/b/f pedestal mobile - with casters
- Keyboard tray, fully adjustable, with mouse pad that can be moved to either left or right side of the keyboard tray, includes palm support, no knob or lever needed for height adjustment, 6" of height adjustment, negative and positive tilt with 360 degree swivel
- • Freestanding paper tray to include one horizontal in/out with one divider to allow for 2 levels of storage (total of 12)
- Freestanding diagonal tray to consist of 3 slots.
- 36"w x 4 high laminate lateral file w/lock
- Bookcase 4 high laminate with 3 adjustable shelves in 1" increments, must have finished back
- Task chair: standards pneumatic height, swivel and tilt features, metal frame with height, adjustable arms, 5 star base with casters, adjustable lumbar, mid back design upholstered in fabric
- Guest chair (qty. 2): metal frame with arms, 4 legs no casters, upholstered in fabric

ROOM  
101A  
to be  
added!

**3.36 There are 2 enclosed offices, the design options are: (Rooms 121 and 122)**

- Free standing design: Desk, General Specifications – Outside and surface panels are made from 1" thick 45 lb. density particle board and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use ¾ extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering. Locks are standard. Drawers are opened with side pulls. Full end panels with modesty panel.
- 36" x 72" d peninsula desk
- 48" w return with f/f full height pedestal
- 48" w over desk w/tack board
- 36" w task light
- 24" full height, laminate b/b/f pedestal mobile – with casters
- Keyboard tray, fully adjustable, with mouse pad that can be moved to either left or right side of the keyboard tray, includes palm support, no knob or lever needed for height adjustment, 6" of height adjustment, negative and positive tilt with 360 degree swivel
- Freestanding paper tray to include one horizontal in/out with one divider to allow for 2 levels of storage (total of four)
- Freestanding diagonal tray to consist of 3 slots.
- 2 ea. 36" w x 4 high lateral file laminate w/lock
- Task chair: standard pneumatic height, swivel and tilt features, metal frame with height, adjustable arms, 5 star base with casters, adjustable lumbar, mid back design upholstered in fabric
- Guest chair (qty. 2): metal frame with arms, 4 legs no casters, upholstered in fabric

**3.37 There is 1 enclosed office and the design options are as follows: (Room 123)**

- Free standing design: Desk, General Specifications – Outside and surface panels are made from 1" thick 45 lb. density particle board and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use ¾ extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering. Locks are standard. Drawers are opened with side pulls. Full end panels with modesty panel.
- 36" x 72" d peninsula desk
- 48" w return with f/f full height pedestal
- 48" w over desk w/tack board
- 36" w task light
- 24" full height, laminate b/b/f pedestal mobile – with casters
- 1 ea. 36" w x 4 high lateral file laminate w/lock
- 1 ea 4 high bookcase 36" wide x 4 high laminate frame, 3 adjustable shelves in 1" increments with finished back

- Keyboard tray, fully adjustable, with mouse pad that can be moved to either left or right side of the keyboard tray, includes palm support, no knob or lever needed for height adjustment, 6" of height adjustment, negative and positive tilt with 360 degree swivel
- Freestanding paper tray to include one horizontal in/out with one divider to allow for 2 levels of storage (total of two)
- Freestanding diagonal tray to consist of 3 slots
- 42" round laminate table with one 29"h laminate cross base
- 1 ea. task chair: standards pneumatic height, swivel and tilt features, metal frame with height, adjustable arms, 5 star base with casters, adjustable lumbar, mid back design, upholstered in fabric
- Guest chair (qty. 2): metal frame with arms, 4 legs no casters, upholstered in fabric
- 5 ea. side chairs with metal frame, arms, 4 legs with casters and upholstered in fabric

**3.38 There is 1 conference room and the design options are as follows: (Room 111)**

- 1 conference table: 84"l x 42"w conference table, laminate top and two round laminate pedestal bases
- 8 ea. task chairs, standard pneumatic height, swivel and tilt features, metal frame with height, adjustable arms, 5 star base with casters, adjustable lumbar, mid back design upholstered in fabric
- 1 ea. Laminate Storage Cabinet with doors, locking 24"d x 36"w x 40"h

**3.39 There is one large conference room with the following design: (Room 126)**

- 8 tables 30"d x 60"w laminate tops with steel base and 4 legs on casters.
- 32 chairs, metal frame, 4 legs, stacking, upholstered *W/ ARMS*
- 1 credenza 24"d x 72"w with double storage full to the floor, locking hinged doors, laminate
- 1 Presentation board to consist of: white board, two side opening doors, cork board on right door and 50 sheet writing pad on left door. Marker board can also be used for projection. Set of 4 dry markers and eraser included with board.

**3.40 The break room design options are as follows: (Room 131)**

- 3 tables: 60"w x 30"d laminate top with two 29"h, metal column with "T" legs
- 18 chairs: molded poly shell, no upholstery metal frame without arms, 4 legs, stationary

**3.41 The lobby area (Room 100) will contain;**

- 26 stacking hard-shell chairs, no arms (fully molded, no open back) with metal frame, 4 legs, stationary without casters. The chairs are ganged in accordance with the attached floor plan.

**3.42 The video room will contain the following options: (Room 112)**

- Free standing design: Desk, General Specifications – Outside and surface panels are made from 1" thick 45 lb. density particle board and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use ¾ extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering. Locks are standard. Drawers are opened with side pulls. Full end panels and modesty panel
- Single pedestal desk, free standing design, 24"w x 60"l single pedestal box/box/file full to the floor, Full laminate finish to match private offices and interview rooms
- Task chair standard pneumatic, swivel, tilt features, metal frame with height adjustable arms, 5 star base with casters, mid back design, adjustable lumbar, upholstered in fabric
- 1 ea. 4 high bookcase 36" wide x 4 high laminate frame, 3 adjustable shelves in 1" increments with finished back

**3.43 The family visitation room will contain the following design: (Room 113)**

- ~~Sofa: 3 seat sofa with~~ minimum of four legs, stationary without casters, upholstered in vinyl
- 36" round laminate table 29" high metal column with cross base
- 1 lounge chair, no more than 32" wide, with arms, upholstered in vinyl, minimum of four legs
- 3 ea. molded poly shell chairs, no upholstery metal frame without arms, 4 legs, stationary
- Bookcase, laminate frame, 42" h x 36" w, 3 adjustable shelves adjustable in 1" increments must have finished back.
- 1 ea. coffee table 42" x 20" laminate with 4 legs
- 1 ea. end table 24" x 24" laminate with 4 legs

**3.44 Storage rooms to contain: (Rooms 140B, 140C, and 120A)**

- 1 ea - 6 high 48" wide x 12" deep open style shelving with metal shelves heavy duty, 20 gauge steel, 1000 lb. max load per shelf

**3.44A Storage rooms: (Rooms 140E and 132)**

- 1 ea - 6 high 48" wide x 18" deep open style shelving with metal shelves heavy duty, 20 gauge steel, 1000 lb. max load per shelf

**3.44B Storage rooms: (Rooms 140F and 140D)**

- 2 ea. - 6 high 48" wide x 18" deep open style shelving with metal shelves heavy duty, 20 gauge steel, 1000 lb. max load per shelf

**3.44C Storage room: (Room 133)**

- 2 ea. - 6 high 48" wide x 18" deep open style shelving with metal shelves

heavy duty, 20 gauge steel, 1000 lb. max load per shelf

- 1 ea. - 6 high 36" wide x 18" deep open style shelving with metal shelves heavy duty, 20 gauge steel, 1000 lb. max load per shelf

#### **3.44D Storage room: (Room 103B)**

- 1 ea. - 6 high 48" wide x 12" deep open style shelving with metal shelves heavy duty, 20 gauge steel, 1000 lb. max load per shelf
- 2 ea. - 6 high 36" wide x 12" deep open style shelving with metal shelves heavy duty, 20 gauge steel, 1000 lb. max load per shelf

#### **3.45 Miscellaneous**

- Task lights must be within 6" of the width of the overhead cabinet
- Pedestals for desks and work stations **MUST** be equal depth of work surface and full height.
- Locks are to be included in all cabinets and drawers
- All locks per station to be keyed alike
- 3 duplex outlets per workstation
- All corners and straight covers to be provided at every junction on panel systems
- Minimum of 3 circuit power in the panels

#### **3.5 INSPECTION:**

Furniture provider shall inspect equipment prior to shipment to verify proper construction. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with this requirement.

#### **3.6 SHOP DRAWINGS:**

Furniture provider shall provide shop drawings to owner for approval specifying methods and products for the scope of work as defined in Section 3. A notice to proceed will be issued indicating approval of the shop drawings.

#### **3.7 TEMPORARY FACILITIES**

Furniture provider will assure himself that the electrical system is adequate for his requirements or will supply addition temporary electrical power at his own expense.

Furniture provider shall provide safety barriers around work area as required by OSHA.

#### **3.8 COORDINATION OF WORK**

Furniture provider shall coordinate with the DHHR project manager for the proper relation of the work to the building, and any other contractors that may be present.



### 3.9 WARRANTY (GUARANTEE)

The furniture provider warrants to the DHHR all materials and equipment will be new, and that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.

### 3.10 PERMITS

The furniture provider shall secure and pay for the building permit and for all other all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

### 3.11 CLEAN UP

The contractor shall take all necessary precautions to protect the interior of the building from debris, dust any residue resulting from the work.

The contractor shall keep the work area as clean as possible during the entire process, and shall be responsible to remove from the site, the packaging material from his product and other debris as it accumulates.

### 3.12 WAGE RATES

*CALHOUN*  
The vendor and sub-contractors shall pay the higher of the U.S. Department of Labor minimum wage rates or of the West Virginia Department of Labor wage rates as established for Ohio County pursuant to West Virginia Code 21-5-1, et.seq. West Virginia Department of Labor Wage Rates are available at the following website: <http://www.wvsos.com/adlaw/wagerates/building06.htm>

### 3.13 PROGRESS PAYMENTS

Due to the scope of the project, one payment will be made, at 100% completion upon acceptance by DHHR.

The furniture provider shall submit to the DHHR one original invoice for payment, supported by such data substantiating the contractor's right to payment under the terms in this contract. After agreement by both parties, the DHHR shall make payment.

### 3.14 TERM OF WORK

The furniture provider shall indicate with their bid the expected time frame for installation following receipt of the purchase order. One week installation time is requested. The award of this RFQ shall be based upon the lowest Vendor's bid

meeting all the specifications. The Agency will provide a Notice to Proceed Letter to advise the successful vendor when the project is to start and the project must be completed within 30 days of the notice to proceed.

### **3.15 DELAYS AND EXTENSION OF TIME**

If the furniture provider is delayed at any time in the progress of the work by any act or neglect of the DHHR or by any employee of the DHHR, or by any separate contractor employed by the DHHR, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the DHHR determines may justify the delay, then the contract time may be extended by change order from DHHR.

### **3.16 TOOLS AND EQUIPMENT STORAGE:**

Furniture provider may set a trailer or temporary storage building on the site for all equipment and tools. The furniture provider is responsible for his tools, equipment and materials.

### **3.17 SAFETY EQUIPMENT:**

Furniture provider shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials on the building or at times as required by OSHA.

### **3.18 DAMAGES:**

Any damages occurring to the building or property resulting from the performance of this work shall be the responsibility of the furniture provider to repair at his expense, either by using his own forces or that of a sub-contractor. The repair method and finished product will be subject to the approval of the DHHR.

### **3.19 SCHEDULE OF BID RESPONSES**

Bidders shall submit one lump-sum bid for all work and equipment under all the terms and conditions as described herein.

Successful bidder shall submit full warranty information. The warranty information shall minimally contain the product warranty and labor warranty product. Warranty must be in compliance with the original terms and conditions and subsequent change orders of SWC SYSFURN10.

#### 4. CONTRACT AWARD:

##### 4.1 **Contract Award:**

The Contract is intended to provide Agencies with a purchase price for the Desired Items. The Contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

##### 4.2 **Bid Evaluation Page:**

Vendor should complete the Bid Evaluation Page in full as failure to complete the Bid Evaluation Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Bid Evaluation Page to prevent errors in the evaluation.

#### 5. PAYMENT:

##### 5.1 **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.

#### 6. DELIVERY AND RETURN:

**6.1 Shipment and Delivery:** Vendor shall ship the Desired Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Desired Items within [60 days allowed for shipping] working days after receiving a purchase order or notice to proceed. Desired Items must be delivered to Agency at 85 Industrial Park Road, Grantsville, West Virginia 26147.

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

Any Agency seeking to obtain the Desired Items from a third party under this provision must first obtain approval of the Purchasing Division.

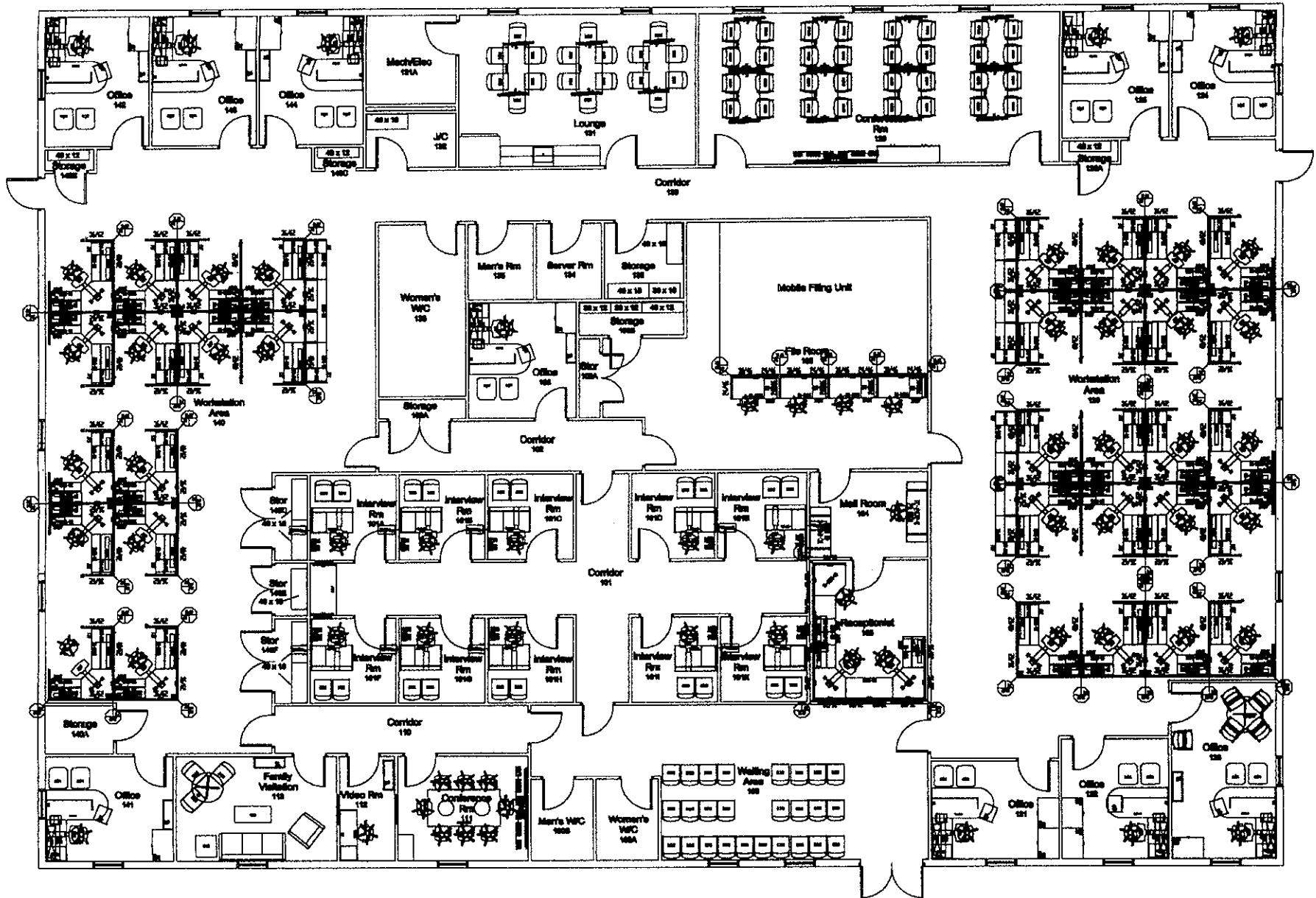
**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Desired Items F.O.B. destination to the Agency's location.

**6.4 Return of Unacceptable Items:** If the Agency deems the Desired Items to be unacceptable, the Desired Items shall be returned to Vendor at Vendor's expense.

and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

# Calhoun County DHHR 1/8 = 1'



**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Contemporary Galleries

(Company)

Jennifer B. Kirkpatrick

(Authorized Signature)

Jennifer B. Kirkpatrick Sales | Design

(Representative Name, Title)

304 344 1231

(Phone Number)

304 344 1262

(Fax Number)

01-31-13

(Date)

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Contemporary Galleries

Signed: James B. Kulpatrik

Date: 01-31-13

Title: Sales/Design

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Contemporary Galleries

Authorized Signature: Jennifer B. Kulpatrick Date: 01-30-13

State of West Virginia

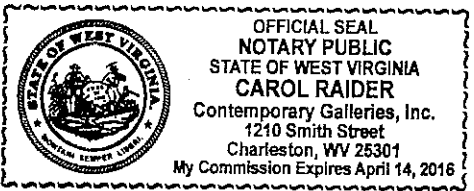
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 30<sup>th</sup> day of January, 2013

My Commission expires April 14, 2016

**AFFIX SEAL HERE**

NOTARY PUBLIC Carol Raider





**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**      BCF13098

**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 any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Contemporary Galleries  
Company

Jennifer B. Kulpatrik  
Authorized Signature

01-31-13  
Date

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

ROWDY™





# ROWDY™

## PRODUCT DIMENSIONS in inches

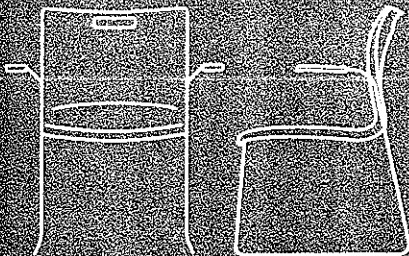
	no. 92
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OVERALL WIDTH W/ARMS	24.5
OVERALL DEPTH	22
OVERALL HEIGHT	33
SEAT WIDTH	17
SEAT DEPTH	17
SEAT HEIGHT	17.5
BACK WIDTH	19
BACK HEIGHT	16
WEIGHT ARMLESS	13 lbs
WEIGHT W/ARMS	15 lbs

	Cart	Cart w/25 chairs w/arms	Cart w/40 chairs, armless
OVERALL WIDTH	26	26	26
OVERALL LENGTH	30.5	38	38
OVERALL HEIGHT	18	40	75

## OPTIONS

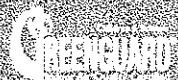
SEAT	BACK	ARMS	LEG	FRAME COLOR	OPTIONS	SPILL PROOF	STAIN RESISTANT	ANTI-MICROBIAL
Plastic	Plastic	Arm	Chrome	Black	Stacking Cast	Stain Guard	Stain Guard	Stain Guard
Upholstered		Armless		Chrome		None	None	None
						Corrosion	Corrosion	Corrosion
						Protective	Protective	Protective

## MODELS

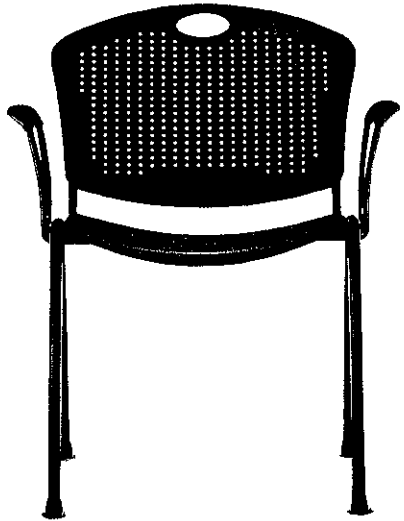
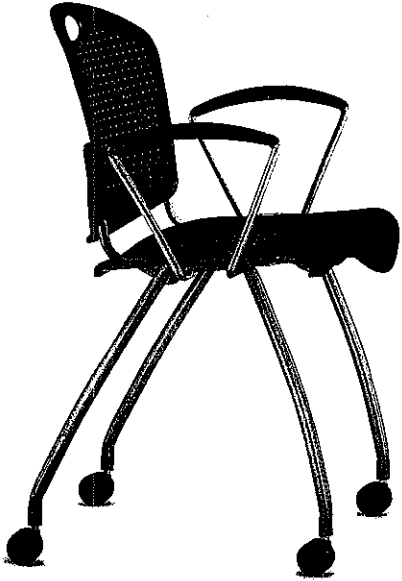
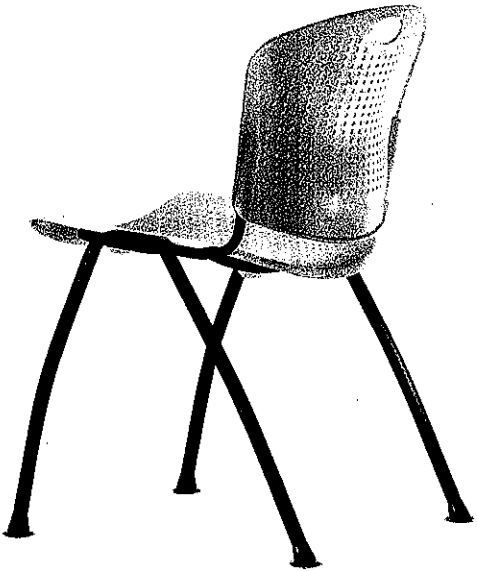


MODEL NO. 92

Form No. C160-10K © 2011 Exemplis Corporation. Printed in the USA. SitOnIt® Seating is a registered mark of Exemplis Corporation. Rowdy™ is a trademark of Exemplis Corporation.



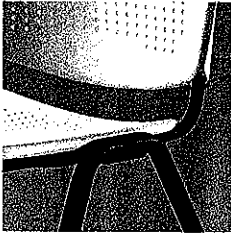
Anytime™



## Features

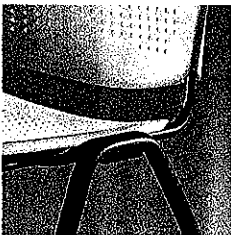
- The multi-purpose Anytime chair is ideal for corporate, healthcare and educational environments where seating flexibility is a must. Use as a side chair or group Anytime together for efficiency that doesn't compromise design.
- Anytime features a sleek and slender profile with a contoured seat and back proportioned to provide a generous sit. A perforated polypropylene shell provides ventilation for a longer, more comfortable stay.
- Anytime's tubular frame design comes standard with non-marring molded glides. Choose from a black or silver frame finish for a look that's versatile and always appropriate.
- Available with or without arms and offered with optional casters, Anytime is a flexible performer. Available in 6 designer colors and stackable up to 8 high on a convenient mobile cart, Anytime is ready to go anytime and anywhere you need it.

## Frame finish options



### Black

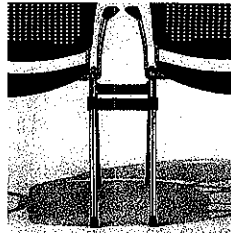
The Anytime frame is available in black for a handsome and distinguished look appropriate for any environment.



### Silver

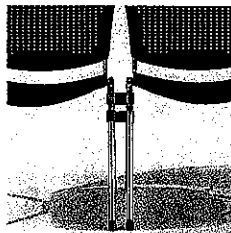
Choose a silver frame for a sleek, contemporary look that makes a striking and modern design statement.

## Ganging options



### Ganging (Arm to Arm)

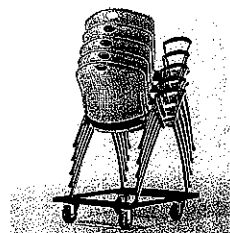
Plastic gangers allow chairs to be easily ganged, maintaining consistent alignment.



### Ganging (Armless to Armless)

Armless chairs may be ganged with equal ease, also allowing for alignment and efficient space planning.

## Stacking options



### Stacking cart

Armless and arm models stack 8 high with Anytime's optional stacking cart, providing quick, easy, and efficient transport and storage.

## Color options



Black BK

Blue BL



Green GN

Grey GY

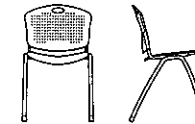


Red RD

Yellow YW

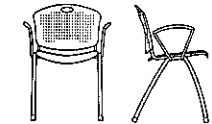
## Statement of line

Anytime Armless  
93FB black frame  
93FS silver frame



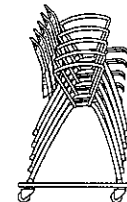
OVERALL WIDTH	21 ½
OVERALL DEPTH	22
OVERALL HEIGHT	32 ½
SEAT WIDTH	19
SEAT DEPTH	18
SEAT HEIGHT	18
BACK WIDTH	21 ½
BACK HEIGHT	14 ½
WEIGHT	14 lbs

Anytime with Arms  
93FB A48 black frame  
93FS A49 silver frame



OVERALL WIDTH	26 ½
OVERALL DEPTH	22
OVERALL HEIGHT	32 ½
SEAT WIDTH	19
SEAT DEPTH	18
SEAT HEIGHT	18
BACK WIDTH	21 ½
BACK HEIGHT	14 ½
WEIGHT	18 lbs

## Anytime Stacking Cart 93-cart



	CART	CART WITH 8 CHAIRS WITH ARMS
OVERALL WIDTH	22 ½	35
OVERALL LENGTH	27	40
OVERALL HEIGHT	6	67

Dimensions are in inches



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Suite 200  
Cypress, CA 90630

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714 995-4855 fax  
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www.sitonit.net

FREELANCE®

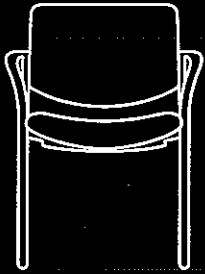
SitOnIt® Seating



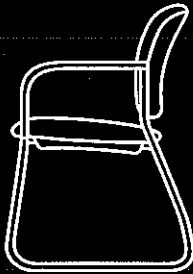


# FREELANCE®

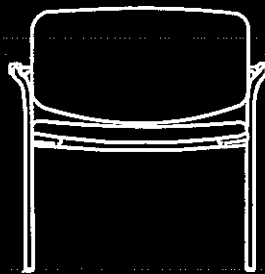
## MODELS



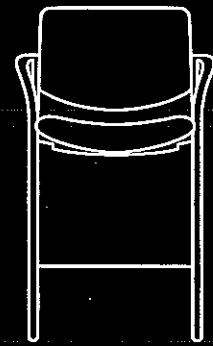
Side



Sled



Bariatric



Café Stool

## PRODUCT DIMENSIONS in inches

	SIDE no. 5214	SIDE no. 5312 (30")	SIDE no. 5414 (42")	CAFÉ STOOL no. 5214 S1
OVERALL WIDTH ARMLESS	21.5			25
OVERALL WIDTH WITH ARMS	25	36.5	48.5	24
OVERALL DEPTH	24	25.5	25.5	
OVERALL DEPTH (SLED)	25			42
OVERALL HEIGHT	33.3	34	35	19.5
SEAT WIDTH	19.5	30	42	18.5
SEAT DEPTH	18.5	18	18	27
SEAT HEIGHT	17.5	19	19	19.5
BACK WIDTH	19.5	30	42	18
BACK HEIGHT	18	18	18	38 lbs
WEIGHT ARMLESS (SINGLE PACK)	26.5 lbs			38 lbs
WEIGHT WITH ARMS (SINGLE PACK)	28.5 lbs	42.5 lbs	62.5 lbs	
WEIGHT ARMLESS (3-PACK)	80 lbs			
WEIGHT WITH ARMS (3-PACK)	86 lbs			
WEIGHT ARMLESS (SLED)	27.5 lbs			
WEIGHT WITH ARMS (SLED)	29.5 lbs			

SitOnIt® Seating™

for more information  
please visit us at  
[www.sitonit.net](http://www.sitonit.net)

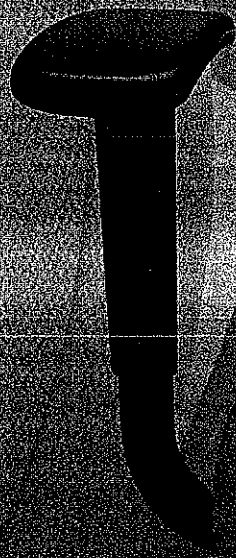
tel (888) 274.8664  
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KNACK™





# KNACK™

## PRODUCT DIMENSIONS (inches)

OVERALL WIDTH	26
OVERALL DEPTH	26
OVERALL HEIGHT	41
SEAT WIDTH	20.5
SEAT DEPTH	18
SEAT HEIGHT	16.5-21
BACK WIDTH	20
BACK HEIGHT	19.5
WEIGHT	39 lbs armless 45 lbs w/arms

### OPTIONAL ACCESSORIES

### BACKS AVAILABLE

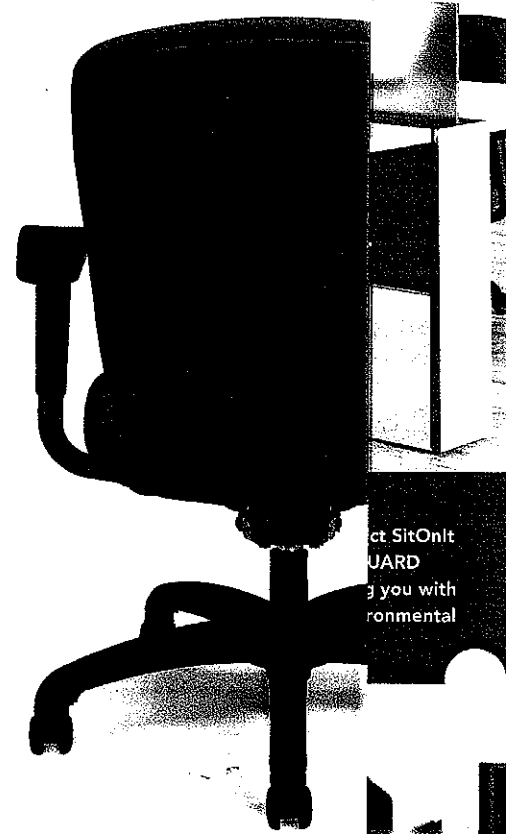
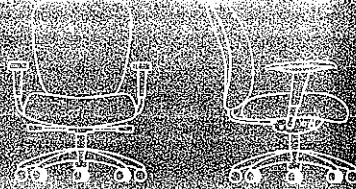
Standard back, 2" mesh back, 2" mesh back with lumbar support

**ARM** Armless  
 Long arm  
 Adjustable arm  
 Mesh adjustable

**BASE** 5 casters  
 3 casters, 2 casters

**MECHANISM** Swivel Tilt  
 Basic Synchro  
 Enhanced Synchro

**OTHER** S1 & S2 Stool



Protect SitOnIt  
 GUARD  
 you with  
 environmental

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series  
 ts and  
 er protecting  
 standard  
 complete

# Accessories

BY WORKSTREAM



◀ ACCESSORIES COLLECTION

# Terms & Conditions

**TERMS OF SALE:** Orders, sales, and contracts are expressly conditioned on acceptance of our terms, which constitute the complete and exclusive contract between the parties. We object to any additional or different terms proposed by the Buyer. Our failure to specifically object to additional or different terms shall not be deemed a waiver of exclusivity of our terms. No order or contract shall be effective or binding upon us unless accepted by Workstream in Fairfield, Ohio. Sales representatives, dealers or agents are not authorized to bind us to any terms additional to or different than the terms and conditions contained herein. Representations made by agents are not part of this contract and do not constitute a warranty unless specifically included herein. This agreement may not be modified except by written agreement signed by an executive officer of Workstream Inc. in Fairfield, Ohio.

**PRICES:** Prices shown are list prices. Prices, dimensions and specifications shown are subject to change without notice. The Company will use its reasonable efforts to provide change notices within thirty days of the occurrence of any material change.

**TERMS OF PAYMENT:** Net 30 days.

**ORDERING:** Production and/or shipping will not be scheduled until receipt of Buyer's written purchase order. Incomplete orders will not be scheduled for production. Order Acknowledgments are processed when the order is scheduled for production.

All literature including, but not limited to, specifications, drawings, weights and dimensions, catalogs, price lists and advertising material, is for illustrative purposes only and shall not be construed as a warranty. The Buyer assumes responsibility for suitability of our products in their final environment.

**ORDERING ADDRESS:**

Workstream Inc.  
3158 Production Drive  
Fairfield, Ohio 45014  
Fax: (800) 543-8221

**MINIMUM ORDER:** \$250.00 list.

**PAYMENT ADDRESS:**

Workstream Inc.  
8216 Solutions Center  
Chicago, IL 60677-8002

**DAMAGE IN TRANSIT:** Unless products are delivered by Workstream employees, our obligations are to be deemed fulfilled, delivery complete, and the risk of loss shifted to the Buyer as soon as conforming goods are delivered to a common carrier. All products are thoroughly inspected and carefully packaged prior to shipment. The Buyer is responsible for inspecting all cartons immediately on arrival. Visible damage must be reported to the freight company upon arrival and/or not received. Concealed damage must be notified by claim to the freight carrier within fifteen (15) days after receipt of merchandise. The Buyer assumes responsibility for any claims against the carrier. All cartoning must be kept with damaged materials.

**SELLER'S NON PERFORMANCE:** Workstream shall not be held responsible for any loss, delay, failure to deliver or damage caused by our inability to obtain labor, materials, fuel or supplies; fire, accidents, floods or adverse weather conditions; strikes, lockouts or other labor disputes; embargoes, governmental acts or requirements; wars, insurrections or riots, or by any other cause beyond reasonable control of ourselves or our suppliers.

**Limited Lifetime Warranty:** Workstream warrants to the original retail purchaser that Workstream products will be free from defects in material and workmanship as long as the original purchaser owns the product or 25 years from the original date of purchase. **The following moving parts and OEM accessories are warranted for three (3) years from the original date of purchase: slides, locks, casters, adjustable keyboards and tasklights.**

This warranty is not applicable to end-user customers who use Workstream products for rental purposes and is void for any damage due to misuse, abuse, neglect, accident, improper installation, failure to comply with instructions furnished by Workstream or any repair or alteration performed by anyone other than Workstream or an authorized Workstream dealer. Damage caused by common carrier during shipment is not included in this warranty. **THIS WARRANTY IS THE ONLY WARRANTY MADE BY WORKSTREAM. ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**

During this warranty period, if any Workstream product sold subject to this warranty proves to be defective in material and workmanship under normal use, the purchaser must contact an authorized Workstream dealer in writing who will arrange for inspection of such Workstream product by an authorized Workstream representative. The Workstream representative after inspection will issue a return authorization for such Workstream product. Workstream shall, at its option either (1) repair such product free of charge or (2) replace such Workstream product free of charge. Workstream will pay all shipping charges associated with the authorized return, repair and/or replacement of a defective Workstream product. **THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. IN NO EVENT SHALL WORKSTREAM BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OF REPUDIATION OF ANY OTHER TERM OR CONDITION OF SALE FOR NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY, OR OTHERWISE. WARRANTY DOES NOT APPLY TO SPECIALS, NON STANDARD ITEMS BUILT TO CUSTOMER'S SPECIFICATIONS.**

**CHANGES/CANCELLATIONS:** Orders for Workstream product may not be changed or cancelled once they are in production. A 100% charge will be imposed for changes or cancellations to fully compensate us for all materials ordered, work performed, lost profits, reasonable overhead, and any other expenses resulting from a cancellation or change.

**GOVERNING LAWS:** The agreement shall be governed by the laws of the State of Ohio.

**ALL PRICES AND PRODUCT SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

# Training Tables

BY WORKSTREAM



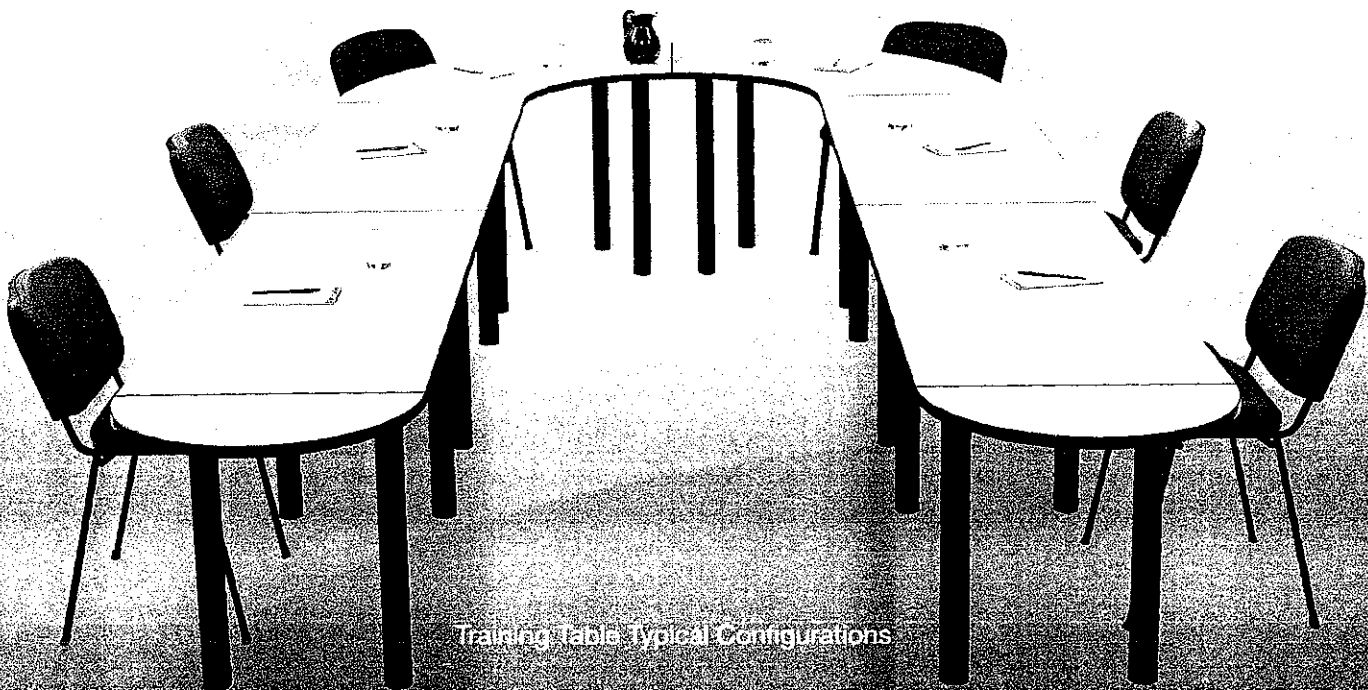
◀ TRAINING TABLE COLLECTION



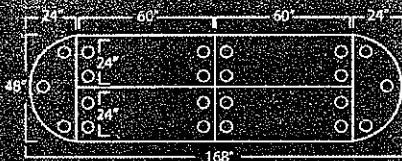
## Turning The Tables — With Unbeatable Turnaround!

Only WorkStream offers an incredible ten-day turnaround time with your choice of 21 QuickShip laminates! With this many laminate selections and your choice of component configurations, the possibilities are endless for customizing a training room design that precisely fits your training needs! See the back panel of this brochure for the complete list of QuickShip laminate selections, available in all the typical training room configurations shown below!

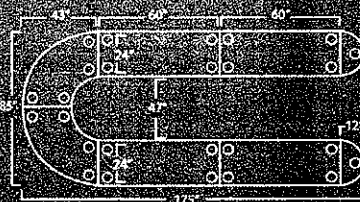
▼ BELOW: WORKSTREAM'S STANDARD TRAINING ROOM CONFIGURATIONS MEET THE VAST MAJORITY OF CORPORATE TRAINING NEEDS, AND WE CAN QUICKLY PROVIDE SPECIAL PRICE QUOTES FOR ANY CUSTOM PROJECT YOU CAN DREAM UP!



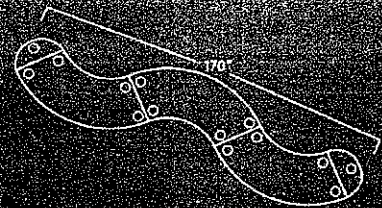
Training Table Typical Configurations



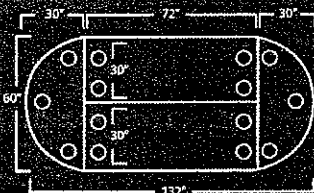
RACETRACK (10 SEAT)



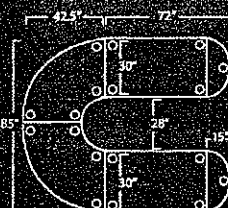
HORSESHOE (12 SEAT)



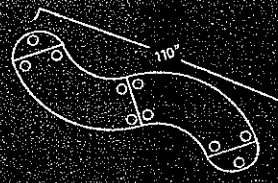
S-SHAPE (6 SEAT)



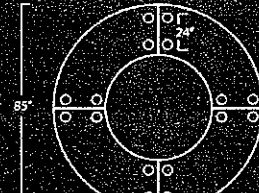
RACETRACK (8 SEAT)



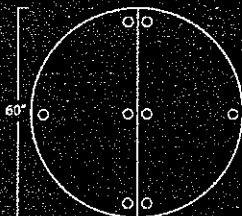
HORSESHOE (8 SEAT)



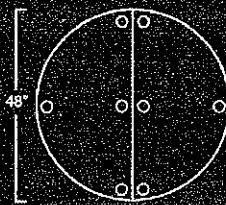
S-SHAPE (4 SEAT)



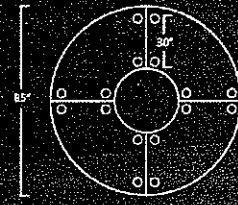
DONUT 24" (8 SEAT)



ROUND 60" (4 SEAT)

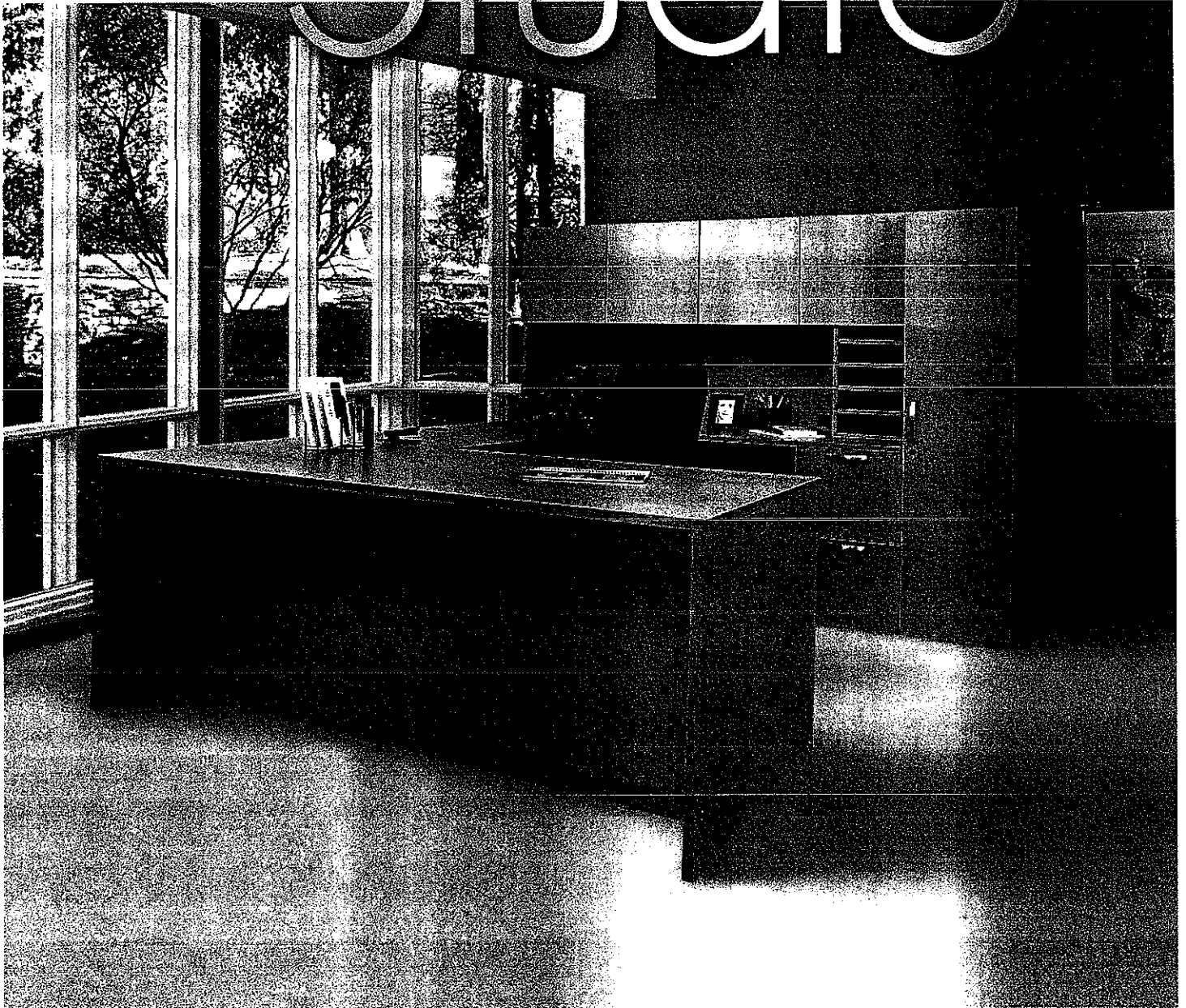


ROUND 48" (8 SEAT)



DONUT 30" (8 SEAT)

# Studio

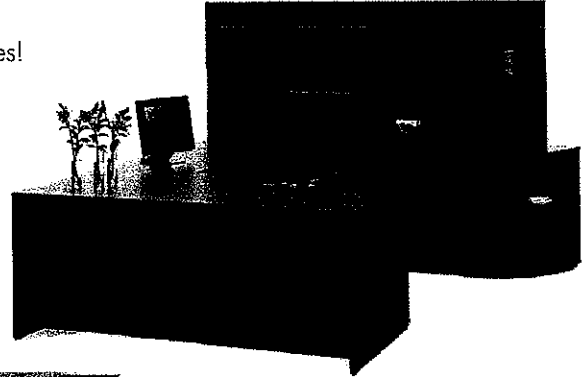




**STUDIO WITH FULL PEDESTALS** | Studio's full-to-the-floor pedestal option offers generous storage. Choose two personal drawers and a file drawer or stack two file drawers for greater filing capacity. Over 350 Studio components organize the workstream — all with continuous height lines; no ups and downs to cause visual clutter — and full-to-the-floor modesty panels on every desk. Choose from a wide variety of solid, textured or wood grain laminates in monochromatic or contrasting colors. Choose from rectilinear or curvilinear shapes and sizes!

**STANDARD FEATURES**

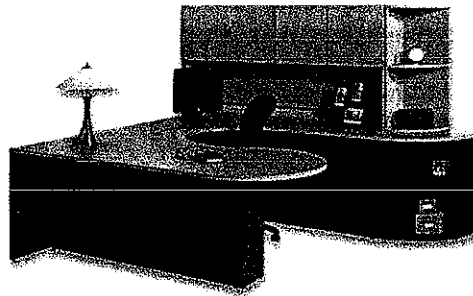
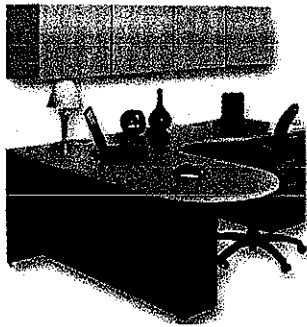
- Full-to-the-floor modesty panels; easy-access grommets for cable management
- Full pedestals; drawers have full suspension ball bearing slides
- Full overlay doors and drawer fronts for visual continuity



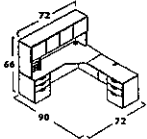
Shown on cover: Configuration STPI4-R shown in new Hampton Maple.

Above: Configuration STPI3-R shown in Woodlawn Cherry.

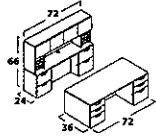
Left: Studio Series shown with curvilinear worksurfaces (Old Curves Series).



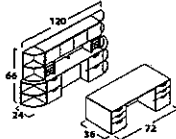
**FULL PEDESTAL CONFIGURATIONS** also available in 3/4 pedestal configurations, see price list.



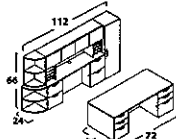
- STP1-R**
- 1 ST-CL2472BX
  - 1 ST-RR2448XB
  - 1 ST-HD1672MX



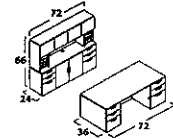
- STP2**
- 1 ST-DE3672BB
  - 1 ST-CE2472FF
  - 1 ST-HD1672MM



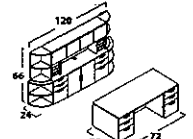
- STP3**
- 1 ST-DE3672BB
  - 1 ST-CE2472FF
  - 1 ST-HD1672MM
  - 1 ST-BRL1636
  - 1 ST-BRL2430
  - 1 ST-BRR1636
  - 1 ST-BRR2430



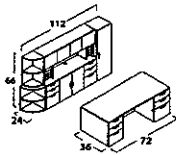
- STP4**
- 1 ST-DE3672BB
  - 1 ST-CE2472FF
  - 1 ST-HD1672MM
  - 1 ST-BRL1636
  - 1 ST-BRL2430
  - 1 ST-TR2466



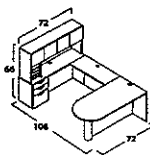
- STP5**
- 1 ST-DE3672BB
  - 1 ST-CE2472BSB
  - 1 ST-HD1672MM



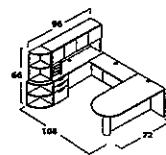
- STP6**
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  - 1 ST-BRL1636
  - 1 ST-BRL2430
  - 1 ST-BRR1636
  - 1 ST-BRR2430



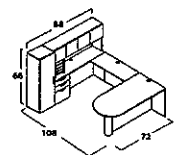
- STP7**
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  - 1 ST-HD1672MM
  - 1 ST-BRL1636
  - 1 ST-BRL2430
  - 1 ST-TR2466



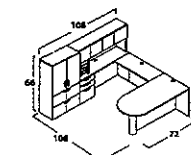
- STP8-L**
- 1 ST-CE2472BX
  - 1 ST-RB2448
  - 1 ST-DB3672
  - 1 ST-HD1672MX



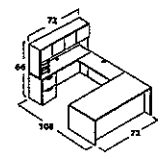
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  - 1 ST-BRL1636
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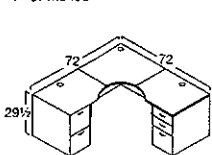
- STP10-L**
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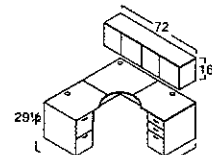
- STP11-L**
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  - 1 ST-HD1672MX
  - 1 ST-TD2466L



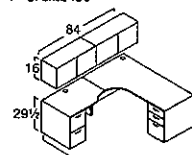
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  - 1 ST-HD1672MX



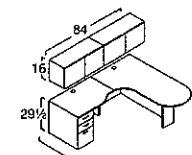
- SC1**
- 1 SC-WM3636
  - 1 SC-RL3036FX
  - 1 SC-RR3036XB



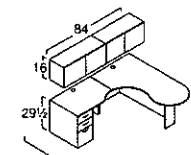
- SC2**
- 1 SC-WM3636
  - 1 SC-RL3036FX
  - 1 SC-RR3036XB
  - 1 SC-HDW1672



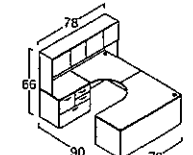
- SC3-L**
- 1 SC-DCR30724XB
  - 1 SC-RL3042FX
  - 2 SC-HDW1642



- SC4-L**
- 1 SC-DCR307242
  - 1 SC-RL3042BX
  - 2 SC-HDW1642



- SC5-L**
- 1 SC-DCR307242
  - 1 SC-RL3042BX
  - 2 SC-HDW1642



- SC6-L**
- 1 SC-DCR307248XB
  - 1 SC-WM4242
  - 1 ST-P2436FB
  - 1 ST-HD1678

**Workstream**

3158 Production Drive Fairfield, OH 45014  
p. 800-543-8249 myworkstream.com f. 800-543-8221

Use "R" or "L" to indicate the position of the return. Configurations are a small sample of total available. Consult price list for details.

Refer to Workstream price list for current list prices.

# Warranty

SitOnIt Seating warrants to the original purchaser that this product will be free from defects in its material and workmanship as described below. The company will repair or replace with a comparable product, at its option, without charge to the original purchaser, only products or parts found defective during normal use (standard 8 hour days, 5 days per week) the following warranty products:

@Work, Achieve, Anytime, Focus Executive, Focus Side, Focus Work, Freelance, Freelance Heavy Duty, Glove, InFlex, Knack, Leader, Messenger, OnCall, Prava, ReAlign, Relay, Resonance, Rowdy, Social, Sonar, TR2 and Volley.

Lifetime Warranty means the entire time owned by the original purchaser for all chair components including pneumatic cylinder, control mechanism, base, glides, casters, frames and other structural elements.

#### Non-Stop Heavy Duty

SitOnIt Seating warrants the 24 Hour Multi-Shift Upgrade when configured to the appropriate model for a period of ten years. Fabric and foam cushioning are covered for two years. See standard product warranty policy for processing information.

#### Census and Swirl

5 Year Warranty provided that product is owned the entire time by original end user for all chair components including pneumatic cylinder, control mechanism, base, and casters.

#### Fabric, Foam, Knit Back, Mesh, and Plastic

5 Year Warranty on all collections, 2 Year Warranty on Freelance Heavy Duty. COM/COL not warranted for wear or long term adhesion. Normal wear and tear is the responsibility of the specifier.

This warranty shall be effective for the applicable time period beginning from date of purchase as shown on your original receipt or other proof of purchase. This warranty is your sole remedy for product defects and excludes defects due to or arising in connection with product abuse or misuse, user modification of, or attachments to the product, including application of your own upholstery materials and products or parts not used, maintained or installed in accordance with the company's installation, maintenance and/or applicable guidelines.

If this product fails during normal use (standard 8 hour work day, 5 days per week) within the applicable warranty period, please send description of the relevant part, together with proof of purchase of the product.

SitOnIt Seating  
6280 Artesia Blvd.  
Buena Park, CA 90620  
Attention: Quality Department

We will repair or, at our option, replace the defective part, free of charge to the original purchaser, provided only that the original purchaser returns said part to SitOnIt Seating, freight or other shipping charges prepaid. For products purchased on or after August 1, 2012, SitOnIt Seating shall pay for all labor costs pre-approved by SitOnIt Seating. The payment of such pre-approved labor costs will be in the form of a credit to an active SitOnIt Seating account.

THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OTHER THAN THOSE SPECIFICALLY DESCRIBED, INCLUDING, WITHOUT LIMITATIONS, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. WE WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific contractual rights and you may have other rights which vary from state to state.

Since textiles vary in weave, thickness and memory, some creasing and/or gathering may occur during the upholstery application process. Due to natural variations over which we have no control, all products are sold subject to minor irregularities of color, surface, grain, and texture. Textiles are sold subject to minor variations of color. Leather upholstery materials are of the finest quality. Because leather is a natural product, variations of texture are common and should be expected. Leather will contain natural markings such as neck wrinkles, scratches, backbone marks and stretch marks. These distinctions give leather its unique characteristics and are considered to be part of the natural beauty of leather.

Our company will advise you of the procedure to follow when making warranty claims. Call SitOnIt Seating at 888 274-8664 to explain defect. Give your name, address, and telephone number. Please be prepared with the model number, date of purchase, date of manufacture, cell number and part number found under the seat of the chair.

#### ANSI/BIFMA

SitOnIt Seating is a member of the Business and Institutional Furniture Manufacturer's Association (BIFMA). Tests developed by the Business and Institutional Furniture Manufacturer's Association (BIFMA) and approved by the American National Standards Institute (ANSI) determine the strength and durability of seating in its everyday use. Although this testing does not serve as a warranty or guarantee, SitOnIt Seating products within this price list generally meet or exceed applicable BIFMA and ANSI standards.





A warranty is a promise.

**Here's ours: 12 years, 3 shifts, labor included**

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Our warranty covers everything—including electrical components, casters, pneumatic cylinders, tilts, and all moving mechanisms.

It recognizes the changing nature of work and the need for products that can stand up to continuous use.

And it means that when warranty work is performed in the U.S. and Canada, Herman Miller foots the bill.

At Herman Miller, we work for a better world around you. Our products—and our promise to stand behind their quality 100 percent—are designed to improve your environment whether it's an office, hospital, school, home, an entire building, or the world at large.



### Provisions that apply to all Herman Miller-branded products and services:

Herman Miller, Inc. ("Herman Miller"), 855 East Main Avenue, PO Box 302, Zeeland, Michigan 49464-0302, USA, warrants the products sold by it and its subsidiaries to be free from defects in material and workmanship, regardless of the number of shifts during which the products are used, for the warranty periods specified.

This warranty covers the sale of Herman Miller product in all countries. Not all of the product lines appearing on this list are marketed by Herman Miller in all countries, and appearance on this list does not imply an offer for sale of a product line in a particular place. Product line availability is defined in current price lists applicable to different regions.

During the applicable warranty period, Herman Miller, as its sole obligation, will repair or replace (at its option) any product, part, or component covered by this warranty and sold after the effective date of this warranty which fails under normal use as a result of a defect in material or workmanship; Herman Miller will repair or replace the aforementioned product, part, or component with a comparable product, part, or component.

This warranty extends only to the original purchasers who acquire new product from Herman Miller, its subsidiaries, or its authorized resellers. Any product, part, or component must have been used according to Herman Miller's published instructions and installed and maintained by a Herman Miller factory-trained technician or an authorized Herman Miller dealer installer. If these requirements are met, warranty coverage will be extended. Any misuse, abuse, or modification to the original product voids the warranty. Herman Miller does not warrant the performance of the product when used in combination with other than original Herman Miller product.

The warranty period starts from the date of purchase.

This document inclusively describes all of the warranties given and remedies available with respect to the company's products and services. Herman Miller and its subsidiaries disclaim any other warranty whether express or implied, statutory or otherwise, in relation to the products.

#### Herman Miller does not warrant:

- natural variations in wood grain or figure or the presence of character marks
- changes in surface finishes due to aging or exposure to light
- marks, scars, or wrinkles occurring naturally in leather
- veins, marks, voids, fissures, or cracks found naturally in stone

#### In addition, Herman Miller does not warrant:

- failure resulting from normal wear and tear
- pilling of textiles
- the matching of colors, grains, or textures of natural materials
- the colorfastness or the matching of colors of textiles, including an exact match to cuttings, samples, or to swatch cards
- damage, marking, or staining of veneer surfaces due to contact with rubber or similar compounds; damage from sharp objects or imprinting from writing instruments, or prolonged exposure to direct sunlight

- discoloration of Lyris™, Lyris 2™, and any light-colored textiles due to soiling, stains, or dye transfer from clothing including denim
- foreign objects abrading fabric over time

Herman Miller tests Customer's Own Material (COM) and other customer-supplied items for manufacturing quality only and does not provide any warranty with regard to these materials.

Herman Miller does not warrant products that are exposed to extreme environmental conditions or that have been subject to improper storage.

Herman Miller's products meet the requirements of national and specific local codes as stated in the price books and other written publications.

**TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY.**

**HERMAN MILLER SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

Applies in US only: Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in the two preceding paragraphs may not apply. This warranty gives the purchaser specific legal rights; however, the purchaser may also have other rights that may vary from state to state.

Applies outside US: Except as stated above, Herman Miller will not be liable for any loss or damage (including costs) however caused, whether direct or consequential, incurred or suffered by the purchaser or any third party in respect of the products but nothing contained herein will or will be considered to exclude or restrict any liability on Herman Miller's part for death or personal injury resulting from negligence.

Effective January 2013

## HermanMiller

For more information about our products and services or to see a list of dealers, please visit us at [www.hermanmiller.com](http://www.hermanmiller.com) or call (800) 851 1196.

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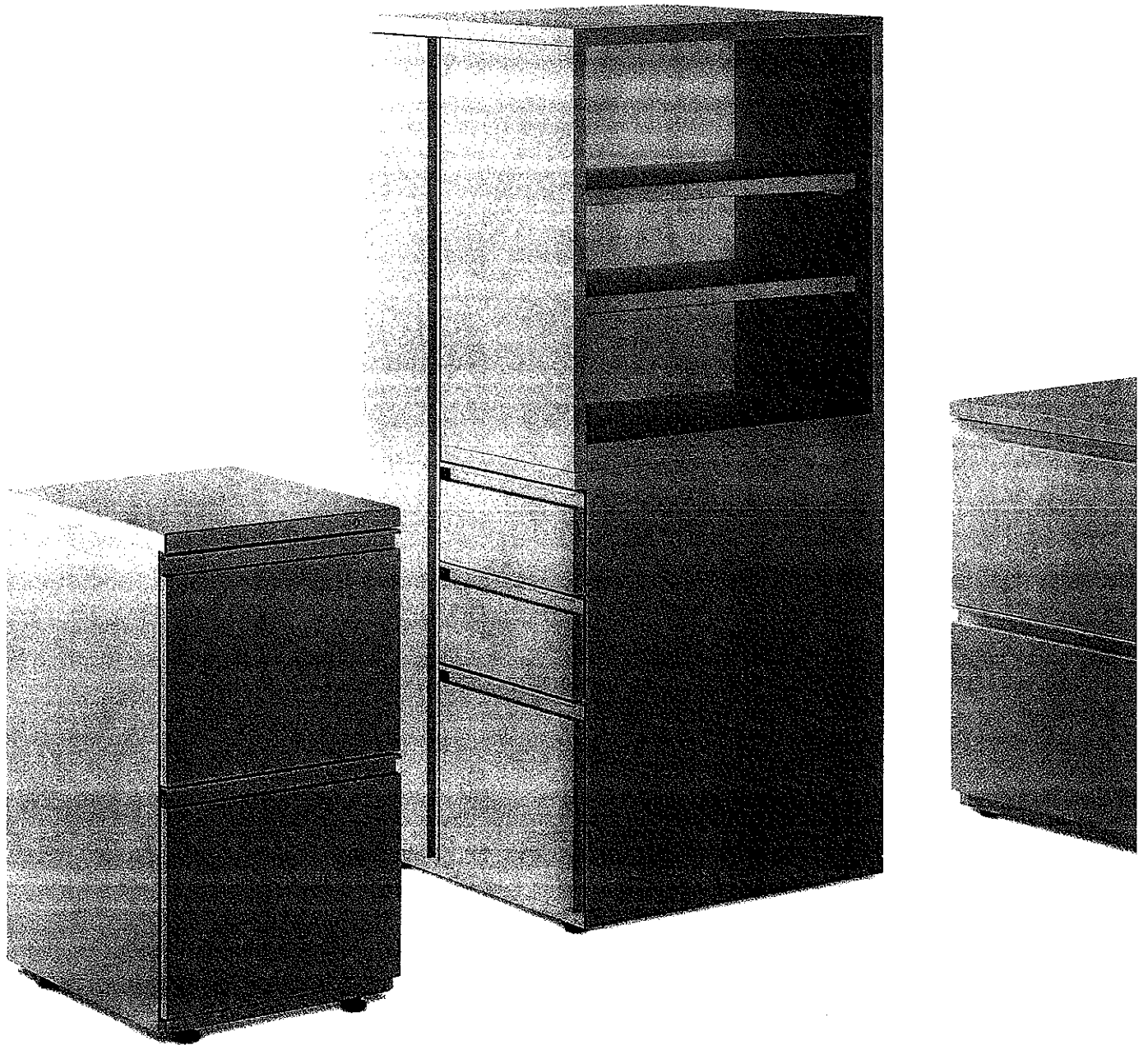
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# Tu™ Filing and Storage



**Design for the Environment:**

- 100 percent recyclable and manufactured using 29 percent recycled materials
- GREENGUARD® certified
- level™ 2 certified

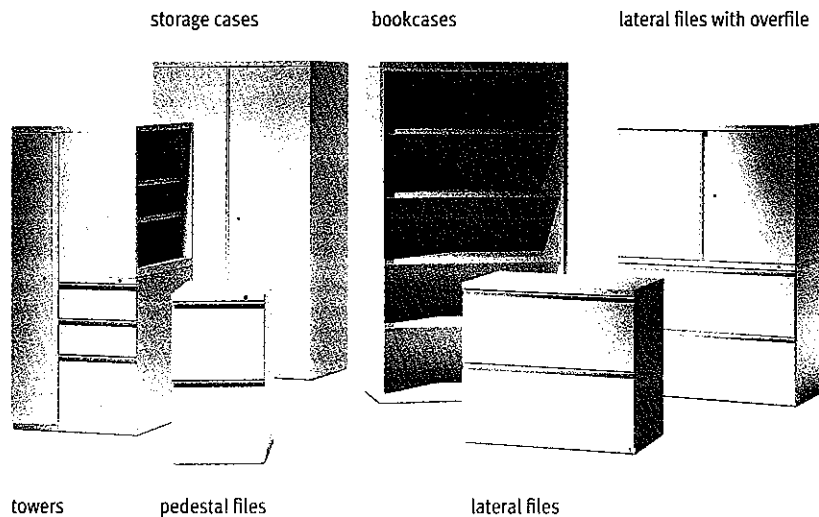
**Warranty:** 12-year, 3-shift

**General Dimensions**

lateral files	towers	bookcases
<b>A</b> height: 27–65 in.	<b>A</b> height: 46–70 in.	<b>A</b> height: 28–65 in.
<b>B</b> width: 30, 36, 42 in.	<b>B</b> width: 24 in.	<b>B</b> width: 36 in.
<b>C</b> depth: 20 in.	<b>C</b> depth: 24 in.	<b>C</b> depth: 15 in.
pedestal files	storage cases	
<b>A</b> height: 20–28 in.	<b>A</b> height: 28–65 in.	
<b>B</b> width: 15 in.	<b>B</b> width: 36 in.	
<b>C</b> depth: 20, 24, 28 in.	<b>C</b> depth: 20 in.	

**TU FURNITURE [hermanmiller.com/tu](http://hermanmiller.com/tu)**

- Brings practical, efficient storage and filing to personal workspaces.
- Includes storage towers, storage cases, bookcases, pedestals, and lateral files.
- With quality design and aesthetic choices, a great value and smart, long-term choice.





# Action Office® System



**Design for the Environment:**

- 25 percent recyclable and manufactured using 24 percent recycled content
- GREENGUARD® certified excluding wood finish options
- level™ 1 certified



**Designer:** Robert Propst

**Warranty:** 12-year, 3-shift

**General Dimensions**

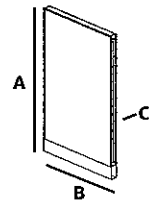
**A** height: 32, 39, 47, 53, 62, 67, 85 in.

**B** width: 12\*, 18\*, 24, 30, 36, 42, 48, 60 in.

**C** depth: 1.875 in.

thin base 2.25 in.

standard base 3.25 in.

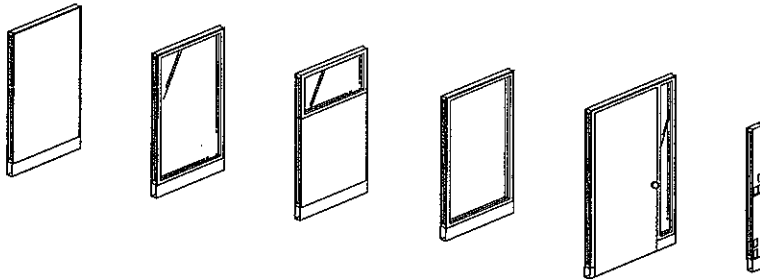


\*Standard base only

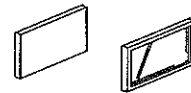
**ACTION OFFICE SYSTEM** [hermanmiller.com/actionoffice](http://hermanmiller.com/actionoffice)

- The original open-office system.
- Simple ordering and inventory, space-saving, open-ended design.
- Durable, interchangeable panels, work surfaces, and hanging storage units reconfigure to meet new business challenges.
- A handsome return on investment for years to come.

hard, fabric, tackable, acoustical, glazed, partial-glazed, open frame, door, and cable management panels



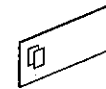
stacking panels (fabric or glass)



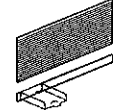
marker board



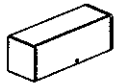
tackboard



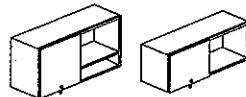
tool rails



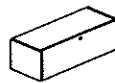
flipper door units (B-, C-, and E-style)



F-style sliding door storage units



B-style wall-attached lateral file



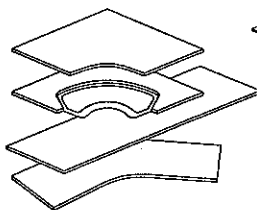
open shelf (B-, C-, E-, and F-style)



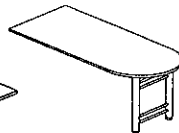
B-style display shelf



many work surface options



round-end peninsula



D-shaped work surface



120-degree shelf



transaction work surfaces

