



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

Request for Quotation

RFQ NUMBER
SYSFURN10

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/04/2010				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT FOR SYSTEMS FURNITURE AND ALL OTHER TYPES OF OFFICE FURNITURE.						
*****NOTICE*****NOTICE*****NOTICE*****						
MANDATORY PRE-BID MEETING ON 11/15/2010 AT 10:00AM LOCATED IN THE PURCHASING DIVISION CONFERENCE ROOM LOCATED IN BUILDING 15, 2019 WASHINGTON ST.E., CHARLESTON, WV.						

INQUIRIES						
WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON THURSDAY, NOVEMBER 11, 2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO ONE VENDOR RECEIVED AN UNFAIR ADVANTAGE, NO SUBSTANTICE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:						
JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304.558.4115 E-MAIL: JO.A.ADKINS@WV.GOV						
ATTACHMENTS:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

INSTRUCTIONS TO BIDDERS

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



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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		425-94		
<p>1. SYSFURN10 SPECIFICATIONS 2. EXHIBIT A - VENDORS MUST USE THIS EXHIBIT TO LIST ALL CATALOGS BEING BID AND THE DISCOUNT FOR EACH. VENDORS SHOULD COMPLETE ALL INFORMATION REQUESTED. THE DESIGN FEE AND LABOR RATE FOR ANY REARRANGEMENT MUST BE SHOWN. THESE RATES CANNOT EXCEED \$50.00/HOUR. 3. CERTIFICATION PAGE - SHOULD BE SIGNED AND RETURNED WITH BID. NO AWARD WILL BE DONE WITHOUT THIS CERTIFICATION. 4. AFFIDAVIT - SHOULD BE SIGNED AND RETURNED WITH BID. NO AWARD WILL BE MADE WITHOUT THE AFFIDAVIT. ***** THIS TO PROVIDE FURNITURE TO ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS. THE STATE OF WEST VIRGINIA DEPARTMENT OF CORRECTIONS IS AUTHORIZED TO FURNISH AND SUPPLY OFFICE FURNITURE TO THE STATE AGENCIES. IT IS NOT THE INTENT OF THIS CONTRACT TO SUPERCEDE THE RIGHTS OF THE DEPARTMENT OF CORRECTIONS. ALL STATE AGENCIES ARE TO CONTACT THE WV DEPARTMENT OF CORRECTIONS, PRISON INDUSTRIES TO DETERMINE IF THE SAME OR SIMILAR ITEM IS AVAILABLE FROM THE DEPARTMENT OF CORRECTIONS. *****</p>						
<p>OFFICE FURNITURE, PANEL SYSTEMS, CHAIRS, ETC.</p>						
<p>***** INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE</p>						

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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PRIORITY

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<p>COVERAGE REQUIRED IS \$1,000,000. *****</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE OF WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>THE DISCOUNT PRICES INCLUDE DELIVERY AND INSTALLATION. ALL ITEMS ARE TO BE FULLY ASSEMBLED AND INSTALLED ON-SITE IN THE LOCATION DETERMINED BY THE AGENCY. THE VENDOR SHALL CHECK FOR DAMAGE, CLEAN AND ADJUST ALL FURNITURE SYSTEMS, AND MUST REMOVE ALL DEBRIS FROM THE PREMISES. ANY ITEM FOUND TO BE DAMAGED OR OTHERWISE UNACCEPTABLE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE AGENCY. DEBRIS AND PACKING MATERIALS ARE TO BE PROPERLY DISPOSED OF BY THE VENDOR AT ITS EXPENSE AND SHALL NOT BE LEFT AT THE JOB SITE.</p> <p>ALL ITEMS FURNISHED IN CONJUNCTION WITH THIS CONTRACT SHALL BE NEW. REFURBISHED AND/OR REFINISHED ITEMS SHALL NOT BE ACCEPTABLE. AN INSTALLATION SHALL MEAN ALL COMPONENTS, TOOLS, HARDWARE, LABOR, ETC. NECESSARY TO PROVIDE A COMPLETE INSTALLATION.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ONAND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS</p>						

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<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p>						

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	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON NOVEMBER 15, 2010 AT 10:00 A.M. IN THE PURCHASING DIVISION CONFERENCE ROOM</p>						

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<p>LOCATED IN BUILDING 15, 2019 WASHINGTON STREET, EAST, CHARLESTON, WV. INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA</p>						

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<p>CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: SYSFURN10</p> <p>BID OPENING DATE: 12/14/2010</p>						

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BID OPENING TIME:					1:30 PM	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ SYSFURN10 ***** TOTAL: _____						

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SCOPE

This is a pre-qualification request for quotation. In order to meet the needs of West Virginia State Agencies, each bidder meeting the qualifications and specifications shall be awarded a contract.

The purpose is to establish contracts for the purchase of systems furniture, filing cabinets, desks, chairs, tables, and other furniture needs of the office environment. Goal will be to establish one contract for each manufacturer and to allow each agency furniture styles that meet their needs. If the contract vendor is a distributor, and their contract with the manufacturer has territory restrictions, more than one contract may be required to allow coverage of the entire State. If the contract is written to a manufacturer, distributor territory responsibility will be the sole responsibility of the manufacturer.

The successful vendor(s) shall be the contract holder. All orders shall be issued to that entity; all invoices shall be required from that contract holder; all payment shall be made to that same contract holder. **Dealers who are not contract holders shall not request West Virginia State Agencies to issue a purchase order to other than the contract holder!**

If the manufacturer is the contract holder, any relationship between that party and a servicing dealer shall be strictly between those parties. SYSFURN contracts with manufacturers shall not list dealers.

PRE-BID Meeting

A mandatory pre-bid meeting is scheduled for November 15, 2010 at 10:00 a.m. in the Purchasing Division Conference Room located at Building 15, 2019 Washington Street, East, Charleston, WV 25305. **Only vendors represented at this meeting shall be able to submit bids. Failure to attend the pre-bid conference shall disqualify a bidder from bidding on this contract.** No person can represent more than one bidder.

QUESTIONS

Questions will be accepted until November 11, 2010. Questions are to be e-mailed to: Jo.a.adkins@wv.gov; or faxed to (304) 558-4115.

E-mail is the preferred method of receiving questions.

Note: Questions will be accepted and discussed at the pre-bid meeting; and upon resolution, applicable changes, if any, will be made to these specifications.

BID PREPARATION

No obligation exists for any costs incurred in preparation of the response for this request for quotation.

Two sets of price books, or price lists, or CD's should be attached to your quotation.

VENDOR ELIGIBILITY

This contract shall be limited to lines of furniture that include systems furniture, desks, file cabinets, bookcases and chairs. Manufacturers of lines that only include or cover part of these components (such as desks and/or chairs) are not eligible to bid on this contract unless such a firm has a contract with either a systems manufacturer or with a dealer (who attended the mandatory pre-bid). If a company has a subsidiary such as Kimball/National, the same bidder MAY bid both lines. Contracts shall not be awarded separately to a manufacturer without a system furniture line that meets the SYSFURN10 specifications. "Partnership" or "Alliance" companies with system furniture dealers or manufacturers may be included, either through a systems manufacturer or dealer who attended the mandatory pre-bid meeting.

In addition to compliance with this specification, all bidders shall offer a range of panel and work surface sizes and accessories consistent with general industry standards. Offerings shall include, but are not limited to: Transaction work surfaces, keyboard surfaces, various configurations of tables, flipper door cabinets, shelves with dividers, suspended drawer storage, stand alone drawer storage, mobile drawer storage, desks, task lighting, marker boards, tack boards, coat hooks, wire management, drawer accessories, paper management, electronic support accessories, tables, seating and a minimum of four (4) categories of fabric. If panel system does not meet specifications, you are not eligible under this contract. Bidders shall not offer fabrics that do not meet Class A Flammability Requirements.

Prior to any contract award, vendors shall furnish Workers Compensation certificates and proof of insurance.

I. CLASSIFICATION

TYPE I - Acoustical Panels

Style A - Communications panel with raceway for running wires and cables to adjacent panels

Style B - Electrified panels with raceway and electrical outlets

TYPE II - Non-Acoustical Panels

Style A - Communications panel with raceway for running wires and cables to adjacent panels

Style B - Electrified panels with raceway and electrical outlets

II. APPLICABLE STANDARDS

The following documents of latest issue in effect on the date of the Request for Quotations shall form part of this specification to the extent described in REQUIREMENTS:

ASTM-C423 - Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method

ASTM-E84 - Test for Surface Burning Characteristics of Building Materials
 American Society For Testing and Materials (ASTM)
 1916 Race Street
 Philadelphia, PA 19103

NEMA-LD3-1985 - HIGH PRESSURE DECORATIVE LAMINATES
 National Electrical Manufacturer’s Association (NEMA)
 2101 L. Street N.W.
 Washington, DC 20037

ANSI/BIFMA X5.6-1986 American National Standard for Office Furnishings Panel Systems Test
 American National Standards Institution
 1430 Broadway
 New York, NY 10018

III. REQUIREMENTS

A. GENERAL REQUIREMENTS FOR ALL TYPES OF PANELS

Note: In all references to drawings provided, it is the intent for the vendor to supply drawings to the agency.

1. Design

The open plan office system furnished under this specification shall be of the manufacturer’s current standard production. The manufacturer shall offer the office open plan office system(s) to commercial and/or industrial users for a minimum period of two years. Upon request by the State, the manufacturer shall furnish references (users of the system(s) offered), to include names, telephone numbers, and addresses. The State will survey users of the proposed system to determine the long-term performance and reliability characteristics of the system. The State reserves the right to reject the system on the analysis of this information. It is the responsibility of the bidder to prove to the satisfaction of the State that the proposed system does in fact meet long-term performance and reliability standard.

- b) Panels shall be of the manufacturer's standard design. They shall be Style A, Communications or B, Electrified as specified.
- c) The raceway cover shall be securely held in place.

Notes: The same raceway may be used for both communication wires and electrical wires. If electrical system is in addition to the panel, (electrical is ordered separate and added to the panel in the field), vendor should so state and indicate the price for having the addition made.

2. Flammability

All panel constructions are to meet Class 1 or A flammability rating, in accordance to ASTM E-84 test method. See Section VI, Acceptance Evaluation and Quality Assurance.

3. Installation

Panel attachments must be designed so that users may easily be able to add and rearrange panel configurations without specialized help and/or tools and maintain original system strength and rigidity.

Connection shall provide for assembling panels in 2-way, 3-way or 4-way intersections. All panels must be individually removable without dismantling or moving adjacent panels.

Panels shall be mounted a maximum 1" off the floor for maximum noise isolation. If building conditions do not allow installation with only this distance from the floor, the vendor must get a variance from this requirement before proceeding with the installation.

When assembled, panels shall be free-standing and self-supporting; no connections to the walls, ceiling or floor shall be made without agreement with agency representative.

The dimensions and layout shall be as indicated on drawing included with the specifications. Drawings must be furnished by the vendor so the agency has a clear understanding of their purchase; panel sizes shall be as listed in the specifications. The vendor shall be responsible for verification of component quantities and sizes as set forth.

4. Construction

a) Frame

The frame shall be constructed in such a manner that it will support hang-on components, work surfaces, etc. with attendant loads, without warping, bending, flexing or breaking.

b) Fabric Covering

The fabric shall be applied smoothly and wrinkle free and the weave shall be straight with the panel. It shall be attached to the frame by a removable spline or other satisfactory method that will allow removal and replacement of fabric as required. No seams or fabric joints shall be visible in faces of panels unless required for special designs. Bidders shall not offer fabrics that do not meet Class A Flammability Requirements.

c) Vertical Support Standards

The standard shall be capable of supporting a worktop with two hanging pedestals loaded in accordance with “work surfaces with supported drawers’ test ANSI/BIFMA X.5.6 1993) and meeting the acceptance level specified. Work surfaces shall be adjustable in height within a minimum range of 25”-40” in increments no greater than 1-1/4”.

d) Wire Management

Panels shall be supplied in style A, communications, or B, electrified as described below.

Style A communications panels shall be communications panel with raceway to accommodate electric and/or communications cables to allow passage to adjacent panels.

Style B panels shall be electrified panels with raceways and a minimum of two pre-wired electric outlets on each side.

The raceway shall be able to accommodate all power requirements specified and 8 – 10 minimum Cat 5 or Cat 6 cables.

Style A and B panels shall also serve as in-feed panels equipped with a means of concealing cables entering from the ceiling, walls or floor.

All Style B electrified panels shall have an eight-wire, four circuit supply. All electrical components shall meet current UL and local code requirements. If the electrical system is an 8 wire UL approved, it is acceptable.

e) Panel Connections

All panel connections and perimeter framing components are to be fastened by interlocking concealed connectors and shall have smooth, tight fitting connections. No special tools shall be required for assembly or dismantling.

All connections between adjacent panels in straight runs and at intersections shall be light proof.

f) Components.

All components of panels, e.g. clips, splines, connectors, feet, posts, levelers, etc., shall be of manufacturer's standard inventory and shall be available for purchase by the user for the life of the system.

NOTE: If panels do not come from factory with electrical installed, dealer will install as required per specifications – for both Type I (Acoustical panels) and Type II (Non-Acoustical panels).

Note: All panels – including non-tackable – must be class “A” fire rated.

B. SPECIFIC REQUIREMENTS FOR PANELS

1. Design

Type I panels shall have fabric covering on both sides. The manufacturer's standard trim shall be furnished. Type II panels may be offered with or without fabric covering as specified.

2. Sound Absorption

The sound absorption rating for Type I panels shall be a minimum N.R.C. of .65 for the entire surface area of the panel, when tested in accordance with ASTM C423, latest edition. (See Section VI, Acceptance Evaluation and Quality Assurance.) **Note:** This sound absorption is mandatory for acoustical panels.

C. GENERAL REQUIREMENTS FOR FURNITURE COMPONENTS

1. Panel System

The panel system shall be as specified above to accommodate the components required and provide the necessary stability to make the system both safe and durable and to provide a comfortable and convenient workstation.

2. Worktops

Worktops shall be at a minimum 1-1/8" thick lumber core, minimum 1-1/8" thick 45 lbs/cu. density flake board core, or minimum 1-1/8" thick plywood core. All worktops shall be surfaced with decorative thermosetting high-pressure plastic laminate meeting NEMA- LD3 requirements.

The top shall be rounded, or soft vinyl durable edged, securely applied. Provision shall be made in the worktop to accommodate the routing of electrical cords and cables from tabletop devices and hang-on devices to the electrical and communication outlets in the panels in a safe and orderly manner. This may be accomplished by holes w/grommets, cutouts in the worktop adjacent to the panel, cable management troughs, or other approved means.

3. Glides

All components resting on the floor shall have rustproof adjustable glides.

4. Construction

Methods and processes shall be in keeping with good industry practice and the system shall provide a safe, durable and convenient workstation for the purpose intended. Hanging components shall have adjustable mounting height

5 Locks

All drawer and door units shall be equipped with individual locks or central (master type if requested), locking system meeting ANSI/BIFMA X5.6 latest edition.

6. Safety

All hanging components must meet ANSI/BIFMA's Component Dislodgement Test.

7. Electrical Attachments

All electrical attachments that may be furnished with the office systems covered in this specification shall be UL approved for use with panel systems and shall bear the UL label or nameplate.

8. Size

Sizes shall be the manufacturers' standard sizes and length shall be as required to mesh with panel standards in the location indicated.

D. General Requirements for Filing Cabinets

Specifications provide three quality levels of metal casework office furniture for use by state government agencies. Quality levels are Class A Heavy Duty, Class B Medium Duty and Class C Light Duty.

Bidders may bid selected metal office furniture that meet or exceed the minimum specifications and to provide discounted pricing on the metal standalone casework (filing and storage cabinets, desks, and credenzas) from the same model line. All furniture of the same model line shall have the same color selections available. Bids should indicate class of file cabinets bid.

The classes are:

Class A Heavy Duty, Heavy Use - Where drawers are used 25 times or more per day with a weight of two pounds per linear inch for letter size and three pounds per linear inch for legal-size drawers. Drawer suspension cycle test must pass a minimum of 100,000 cycles. All components of the suspension shall be manufactured of not less than 16 gauge steel and suspension shall be steel ball bearings.

Class B Medium, Medium Use - Where drawers are used 20 times or more per day with a weight of two pounds per linear inch for letter size and three pounds per linear inch for legal-size drawers. Drawer suspension cycle test must pass a minimum of 75,000 cycles. All components of the suspension shall be manufactured of not less than 16 gauge steel and suspension shall be steel ball bearings or nylon/celcon with steel ball bearings.

Class C Light Duty, Light Use - Where drawers are used less than 20 times per day with a weight of two pounds per linear inch for letter size and three pounds per linear inch for legal-size drawers. Drawer suspension cycle test must pass a minimum of 50,000. Vertical file cabinets have a smaller depth than those in Classes A and B.

General: All vertical file cabinets shall meet or exceed the requirements of ANSI/BIFMA X5.3 and lateral files shall meet or exceed ANSI/BIFMA X5.2 - Office Furnishing Lateral File Test.

All metal furniture shall be free from defects, imperfections, or hazards that might affect appearance, normal life, service, or user safety. All panel finishes must pass ASTM D-3359 Method B Classification 5B for adhesion and ASTM-3363 for hardness, or meet or exceed ANSI/BIFMA X5.6-2003

All welds shall be sound and without porosity. Exterior welds shall be smooth and interior welds shall have no sharp edges or rough surfaces. Welds, rivets and braces shall assure rigidity, strength and proper alignment.

File cabinets shall have one piece or utilized construction. If modular construction is used, each module shall be unitized. File cabinets shall not tilt or deviate from a true vertical state.

Vertical File Drawer Construction: The drawer shall have a positive acting spring latch capable of holding loaded drawer closed at any tilt angle; this latch shall have free movement only in the horizontal plane parallel to the drawer front. The release button shall fit snugly to the drawer front and shall be located conveniently to the drawer pull.

A label holder shall be located in center of drawer front above the drawer pull.

The follower shall have not more than 3/4" maximum increment movement, and shall be easy to adjust.

Locks shall be provided where requested.

Lateral File Drawer Construction: The cabinet front, sides, back, top and interior members (drawers and shelves) shall be manufactured of not less than 22 gauge steel, rigidly formed, braced, and welded to withstand heavy usage without distortion, warping or twisting. Drawers and roll-out shelves shall operate on full ball-bearing progressive suspensions. Members of the suspension shall be cold drawn steel, zinc plated or other suitable material to prevent rust, and of adequate strength to support loaded shelves or drawers. Suspension shall accommodate uneven drawer loading and uneven push or pull forces when opening or closing. Drawers and shelves shall operate smoothly without noticeable sticking or uneven motion. Lateral files must comply with ANSI/FIFMA X5.2, Sections 4,5,6,7,8,9,10,11,12,13 and 14.

The drawer shall have a positive acting spring latch capable of holding loaded drawer closed at any tilt angle; this latch shall have free movement only in the horizontal plane parallel to the drawer front. The release button shall fit snugly to the drawer front and shall be located conveniently to the drawer.

File Cabinet Paint Colors: For each model line available on this contract, all paint colors listed in the manufacturer's published catalog as available for that model/series are to be available at the base price offered herein, without up charges.

E. CONSTRUCTION OF INDIVIDUAL COMPONENTS

1. Worktops

For the purposes of this specification, a "worktop", or "work surface" is defined as a single unit of construction with properties as set forth in Section III.C.2 of this specification. The worktop shall be so constructed that hanging drawer units may be attached underneath the top. Worktop shall meet requirements of static load test for work surfaces of ANSIIBIFMA X5.6 latest edition.

The worktop shall be supported at each end by one, or more, of the following means, and may be mounted by employing any one, or more, of the following methods.

- a) End clip attached to panel vertical support standard
- b) Floor-standing pedestal
- c) Cantilever bracket
- d) Floor-standing leg, with bracket(s) to attach worktop to vertical support standard. When floor-standing leg is used, the installation of such shall not restrict, or interfere with the movements of the occupant.
- e) A combination of any of the above. Ex: Floor-standing pedestal with cantilever bracket, end clip, leg, or a second floor-standing pedestal.

Worktops 72", or greater, which have an unsupported span of 66", or greater, shall have at least one intermediate support. For the purposes of this specification, "intermediate support" is defined as: a) Floor-standing pedestal, b) Cantilever bracket or c) Floor-standing leg. All worktops shall be adequately supported to prevent sagging.

2. Hanging Pedestal Drawer Units

The pedestal units shall be steel, provided with a method of secure fastening to the underside of the worktop. Drawer fronts may be durable commercial-type plastic. When attached, the entire unit, pedestals and worktop shall meet the requirements of ANSIIBIFMA Tests, Section VI. Unless otherwise specified, pedestal depth dimension shall be a minimum of 18".

3. Pedestal Drawer Units, Mobile Type or Floor Standing

The pedestal unit shall be steel, equipped with casters or shall stand on the floor as specified. It shall fit under the worktop without excessive vacant space between the pedestal and top. The units shall meet the requirements of ANSI/BIFMA Tests, Section VI. The pedestal depth dimension shall conform to the surface depth dimension.

4. Hanging Binder Cabinet

The unit shall be front opening cabinet for storing ring binders. It may be equipped with doors hinged at top or bottom with lid supports to prevent accidental dropping of the front, or it may be equipped with sliding doors. The unit may be fabric covered or in other materials. It shall meet the requirements of ANSI/BIFMA Tests, Section VI. The overall dimension front to back shall not exceed 16 1/4”.

5. Hanging Shelf Unit (Full height and half height)

The unit shall be a horizontal shelf designed to accommodate vertical dividers to be supplied when specified. It shall meet the requirements of ANSI/BIFMA tests, Section VI.

6. Power Poles

Unless otherwise specified, in feed from the ceiling shall be through a rigid pole from the ceiling to the panel connection. Flexible in feed from the ceiling to the panel connection is not acceptable. All in feeds shall be through UL approved connectors.

7. Colors

Unless otherwise specified, the manufacturer's standard color offering shall be acceptable.

8. Paper Management

All flat shelves and storage units shall have available at least the following: Vertical shelf dividers and stacked or stacking paper bins for horizontal paper storage. All shelves, metal end supports and full height panels, for heavy-duty use must have safety locks to prevent accidental dislodgement.

9. Miscellaneous Accessories

The system shall have available accessory items for filing; coat hooks, racks, doors, etc., and will be required when specified.

F. WORKMANSHIP AND INSTALLATION

Qualification of bidders: Each bidder should include information as to the qualifications of the company, designers and installers who will perform the work. This information shall be considered and must be received prior to any award.

Contractor shall provide all labor and material necessary for a complete installation as shown on the floor plan attached to the specifications. This will include such work as leveling, installing accessories, alignment, wiring (if required), etc. Data and phone wiring will be the responsibility of the agency.

The finished installation of panel configurations shall not sway and must be clean and free from any defects, which may affect the appearance or serviceability.

Only manufacturer's standard products in design, materials, and construction, not modified versions produced for conformance to our specifications will be considered for evaluation and acceptance. Any questions concerning acceptability of the quality offered shall be the decision of the Division of Purchasing.

The entire system installation shall be in accordance with the manufacturer's guidelines for a safe and stable system. However, any deviation from the standard specification to achieve a safe and stable system must be submitted for review and approval by this office.

The contractor shall be a qualified representative of the acoustical panel system manufacturer, who has specially trained installers that are thoroughly familiar with all aspects of the system.

G. Task Chairs

A demo for all task chairs purchased through this contract must be made available for employee/ workstation tryout for a minimum of three working days. Chairs purchased without this "tryout period" are subject to return without charge.

All task chairs must have the following adjustable features:

1. Seat pan height
2. Back depth/seat depth – either through a seat slider or back depth adjuster or equivalent
3. Back or lumbar support height adjustment
4. Arm height

All task chairs that are sold as “ergonomic” chairs **MUST** have the following adjustable features:

1. Seat pan height
2. Seat pan angle
3. Back Depth/seat depth – either through a seat slider or back depth adjuster or equivalent
4. Back or lumbar support height adjustment
5. Back angle
6. Arm height
7. Arm width – both inward and outward from center line of the arm.

NOTE: Items 6 and 7 on the ergonomic chairs may be waived **IF** the purchaser does not wish to have arms on the chair being purchased.

IV. WARRANTY

The vendor warrants to the owner that all equipment furnished under this specification will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence accident, for the periods from date of acceptance, as outlined below:

- A. Structural Frames: Life of system (for as long as the user owns the system)
- B. Fabric: One Year
- C. All Other Components: Ten years

Such replacement shall be free of any charge to the owner or his representative. For the purpose of this warranty, normal use shall be defined as the use in state office building with climatic conditioning equipment operated as directed by State policy, e.g. air conditioning or heat turned off during weekends creating wide temperature and humidity variations.

Failure shall include, but not be limited to, warped, broken, or separated frames, separation of vertical support standards from frame, disfigurement or enlargement of slots in vertical support standards, warping or separation of joints in wood products, sagging or warping of work surface failure or separation of laminate from work surfaces and trim, separation of edging material from work surface edges, and any other failure which would make the system unsatisfactory for its intended use.

V. SERVICE, PARTS, AND MANUALS

At least one owner's manual shall be supplied with each installation. The complete assembly and disassembly instructions for panels, including all necessary parts lists and diagrams for future installation must be included. The manufacturer of the furniture panel system offered under this specification shall have a qualified, trained representative in the owner's area available to relocate and repair the panel systems acquired under this specification. The vendor shall provide training to representatives of the owner encompassing installation, takedown, repair and maintenance of panel systems as required. If this is requested, the vendor should provide, but must inform the agency representative that the warranty may be voided if a qualified representative does not work on the panel system.

VI. ACCEPTANCE EVALUATION AND QUALITY ASSURANCE

An acceptance inspection of the installation will be performed when specified by the agency or his representative.

Under this specification, all prospective bidders of furniture shall provide manufacturer's certification of in-house testing results or independent testing results for ANSI/BIFMA, ASTM E-84, and ASTM C423 testing. Manufacturer's certification shall be in the form of a corporate officer providing certification on corporate letterhead that the model line (by name) meets all required testing and the test results are available upon request.

All test results shall meet or exceed the applicable test requirements. Tests must be performed on the actual system offered for bid. If the manufacturer should change or modify the construction of open plan office system, the manufacturer shall notify the Purchasing Division of any change in the commodities failure to comply with the required testing and/or provide new certified testing results. The vendor shall be responsible for performance of all test requirements specified herein.

The following publication, latest issue, contains the applicable ANSI/BIFMA Tests:

ANSI/BIFMA X5.6-1993 American National Standard Tests for Office Furnishings-Panel Systems Tests.

The following tests are required:

- Section 4 - Stability Test for Panel System Products
- Section 5 - Mechanical Strength Test For Panel Systems Products
- Section 6 - Static Load Test for Storage Shelves
- Section 8 - Cabinet Tests: 8.2, 8.3, 8.4, and 8.5
- Section 11 - Static Load Test for Work Surfaces
- Section 12 - Work Surfaces With Supported Drawers Test: 12.2, 12.3, 12.4, 12.5, 12.6
- Section 13 - Dislodgement Test for Panel-Mounted Components

ASTM-C423, Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method. ASTM-E84, Test For Surface Burning Characteristics of Building Materials

Acoustical tests for noise reduction coefficient ratings shall be by ASTM-C423 Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method. A minimum N.R.C .65 for the entire surface area of the panel, including raceway(s), trim (top cap), and legs, is required.

Flammability testing shall be in accordance with ASTM-E84, test for surface burning characteristics of building materials. When tested in this manner, the panel shall have a flame spread of 25 or less and smoke development of 450 or less for Class 1 or A flammability.

VII. DELIVERY

Delivery of all equipment under this specification shall be in accordance with the terms and conditions of the Request for Quotation. The vendor shall be responsible for any packing, packaging, or protection required to insure delivery in an undamaged condition. Vendor shall be responsible for installation.

Bidders may offer a separate (higher) discount for dockside delivery. But, this must be in addition to the discount shown for complete installation. **All bids must show the cost (discount from list) for total installation. Bidders shall be disqualified if only dockside delivery is quoted.**

VIII. ORDERING DATA (For Purchase and Contract Use Only)

Purchasers should exercise any desired options offered herein and should specify the following:

- Title, number, and date
- Panel Type (Type I - Acoustical, Type II Non-Acoustical)
- Layout of the system showing communication and electrical in feed requirements for panels.
- Electrical requirements (2-Circuit, 4-Circuit, dedicated circuit, etc.)
- Panel sizes and styles, appropriate drawings must be provided
- Hang on components.
- Type II panels - specify if fabric covered or not.
- Specify fabric type and color - bidders shall not offer fabrics that do not meet Class A Flammability Requirements.
- If pedestal drawer units are required, specify hanging, mobile, or floor standing.
- Pedestal depth dimensions to conform to work surface depth dimension.
- Power pole requirements.
- Color
- Miscellaneous accessories that are required

Appliances requirements, such as task lights

Sample mock-up requirements.

Top cap material for panels

Task Chair requirements-purchasers must allow time for the affected employees to try the chairs. If bidding (through SYSFURN10 vendors), the users shall try chairs before obtaining bids in order to make certain bids are "equal" on task chairs. Task chair purchasers must indicate if they require an "ergonomic" chair", but the demo is required for any task chair.

Bidder and user responsibilities for installation of the system.

Notes:

Add-On to Existing Configurations

Agencies are permitted to contact the brand specific contract holder for systems that require additional items being added to existing systems for matching and functionality purposes in accordance with "Ordering Procedures".

New Configurations

Any new installation in un-occupied space (or where matching is not a factor) requires three (3) bids from contract holders. An award shall be issued to low bidder meeting the agency specifications for that bid.

Purchase Orders need to be issued to the successful vendor for "new configurations" 60 days prior to delivery. Agency must notify vendor of any changes within 35 days prior to delivery. NOTE: Agency must advise vendor of any change to the delivery date.

IX. Miscellaneous Information

Delivery Time: Vendor shall provide the current delivery time from receipt of order. Upon receipt of a contract order, the vendor is to notify (within 5 work days) the purchaser of the delivery time frame. Vendor shall coordinate the delivery and installation times with the purchaser.

Transportation Charges: All items shall be delivered FOB to any West Virginia destination with all transportation charges included.

Inside Delivery: The vendor is to provide all labor and equipment to deliver, un-crate, assemble (if required), set in place ready for agency to use in desired location as determined by the purchaser, and remove all packing materials from the job site. The vendor is to coordinate the installation with the state agency's contact person for the installation.

Design/Reconfiguration Charge: (If any; some firms do not charge a fee for design – either original or reconfiguration.) If the agency makes a written request for the

vendor's design assistance, the vendor may charge an hourly fee for the on-site services. Vendor's design fee is limited to \$50.00 per hour with a \$750 maximum per project. The design fee is to be reviewed and accepted by the using agency. In a Request for Quotation, (outside any contracts issued) the agency is not obligated to a bidder for any costs incurred in the submission of a bid. **List your fee on Exhibit A.**

Move Fee: This hourly fee for moving systems shall be a maximum of \$50.00. Moves required after 5:00 p.m. and/or on weekends shall be a maximum of \$75.00/hour. If your hourly rate is less than \$50.00, the overtime rate shall be one and one-half times the hourly rate shown on your bid documents.

Note: This No installation fee shall be charged at the initial installation. Purchase price includes all installation fees. **List your fees on Exhibit A.**

Price list and catalogs: The vendor shall agree to supply and deliver descriptive literature to the agencies at no charge. The descriptive literature shall include furniture catalogs and price lists for the model lines awarded on this contract. Discount from list will be firm for life of the contract; including any renewals. New manufacturer's catalogs will be considered at renewal anniversary dates. Vendor shall respond to calls and inquiries within three business days of the initial contact by the agency.

Invoicing: The vendor's invoice shall include an itemized listing of the components supplied and installed at the agency location. Vendor's invoice must list the quantity, description and model number, page number on which the model number and price can be found, unit price, and the total price. This is a mandatory requirement and is necessary for the Agency and State Auditor to confirm the pricing of each component.

Vendor's Performance: All users of this contract are requested to report in writing to the Purchasing Division any serious problems encountered with the performance, quality, and workmanship of items or performance of the successful vendor to supply and properly warrant the equipment furnished hereunder.

Reports: Vendors who are awarded contracts shall provide quarterly reports of orders as a result of this contract by both state and political sub-divisions within the State of West Virginia. Reports shall indicate the ordering agency, date and total value. Additionally, an annual composite report listing total value and total number of orders for all state agencies and political subdivisions shall be required. Please submit reports to: jo.a.adkins@wv.gov

NOTE: All successful vendors shall be required to meet this requirement on SYSFURN10.

Correctional Industries: The State of West Virginia Department of Corrections is authorized to furnish and supply office furniture to the state agencies. It is not the intent of this contract to supercede the rights of the Department of Corrections. All state agencies are to contact the WV Department of Corrections, Prison Industries to

determine if the same or similar item is available from the Department of Corrections prior to purchasing items through the statewide contract.

Ordering Procedure: Note: A detailed design and a price quote must be submitted to and approved by the agency prior to issuing any order. If the design is for new quarters (not an expansion of existing system cubicles), agencies must prepare specifications and seek a minimum of three bids. The award shall be to low bidder meeting specifications. Bids must also be obtained if the system cubicles will be installed on a different floor

Purchases of \$250,000 or less: State Agencies shall issue a WV39, Blanket Release Order to the contract Vendor for the desired item(s) after meeting bidding requirements of for new area.

Purchases in excess of \$250,000: Purchases in excess of \$250,000 will be reviewed by the Purchasing Division. At the discretion of the Director of Purchasing, or his designee, these requirements may be bid on the open market.

Expanding Current Work Areas: Agencies should issue a release order to the vendor for orders under \$250,000 **IF** the new order is less than 50% of the existing system based on the original acquisition cost.

Example: Original requisition cost: \$30,000
Expanding current work area at a cost of \$10,000
(this is less than 50% of original requisition costs)

IF the new order is more than or equal to 50% of the existing system based on the original acquisition cost, and under \$250,000, Agencies must obtain a minimum of three bids from the SYSFURN10 vendors.

All orders in excess of \$250,000 shall be sent to the Purchasing Division for decisions on bidding and issuing of release order, regardless of whether an agency is furnishing an new area or expanding current space.

Payment: The State of West Virginia agencies may make purchases on the State Payment Card (VISA). Vendor's invoice must list the quantity, description or model number, page number on which the model number and price can be found, unit price, and the total price.

Evaluation of Bids:

To facilitate meeting the furniture needs of the West Virginia State Agencies this shall be a multiple award contract for furniture; one contract per manufacturer, insofar as possible.

It is the bidder's responsibility to document that all furniture offered is equal to or exceeds the specifications.

Bidder may bid one or more manufacturer's catalog/price list, model line and number, showing discount from list for each. Each bid must contain a "full service line", system panels, cabinets, chairs, etc.

The attached Exhibit A must be completed showing discount/multiplier being offered for each brand and line of furniture to be bid. Please type, using excel document to be provided after the mandatory pre-bid meeting.

Notes:

- 1. All awards will be made based on discount from list. No exceptions to discount from list.**
- 2. All catalogs/lines bid must be on this list.**
- 3. Bidders should submit Exhibit A on CD with their bid.**
- 4. If you are bidding the entire catalog, simply identify the catalog. Each line in such catalog does not require listing UNLESS the discounts from list vary from line to line.**
- 5. Bidders should submit two copies of catalogs. If a CD of the catalogs submitted are available please submit also. NOTE: The CD must contain only one catalog per CD. Any CD received having additional catalogs or manufactures maybe disqualified and bid could be rejected.**

Bidders are requested to type the exhibits. If any discrepancy exists between the paper and the electronic file, the hard paper copy shall prevail.

EXHIBIT A - SYSFURN10

Vendor/Contact Information	Manufacturer	Model/Line/Product	Catalog Identifier	Discount %
Vendor:				
Contract Coordinator:				
Address:				
Phone #:				
Fax #:				
Toll Free #:				
Email:				
Labor Rate:				
Design Fee:				
Signature:				
Print Name:				
Title:				

CERTIFICATION

SYSFURN10

By submitting a signed bid for SYSFURN10 - supplying system furniture and other furniture requirements - vendor hereby certifies under penalty of fraud that all mandatory specifications contained in the Request for Quotation are met.

Vendor (Type Name of Company)

Address

Name (Type Name)	Title
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Signature	Date
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Note: No contract shall be awarded prior to receipt of this certification.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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