



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

## Solicitation

NUMBER

BCF14070

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER  
304-558-0067

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HEALTH AND HUMAN RESOURCES  
VARIOUS LOCATIONS  
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DATE PRINTED

09/12/2013

BID OPENING DATE: 10/17/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), BUREAU FOR CHILDREN AND FAMILIES TO PROVIDE MODULAR FURNITURE FOR THE MONONGALIA COUNTY DHHR OFFICE LOCATED AT 114 SOUTH HIGH STREET MORGANTOWN, WV 26507 PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.						
0001	24	EA	425-94	SECTION 3.2.1 - WORKSTATIONS (24)		
0002	24	EA	425-94	24"D X 36"W LAMINATE WORK SURFACE		
0003	24	EA	425-94	24"D X 36"W LAMINATE CORNER WORK SURFACE		

SIGNATURE

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0004	24	EA		425-94		
	24"D X 42"W	LAMINATE WORK SURFACE				
0005	24	EA		425-94		
	36" W STEEL	FLIPPER DOOR UNIT W/LOCK				
0006	24	EA		425-94		
	42" W STEEL	FLIPPER DOOR UNIT W/LOCK				
0007	24	EA		425-94		
	24"D F/F	PEDESTAL MUST BE FULL HEIGHT TO ATTACH				
0008	24	EA		425-94		
	24"D B/B/F	PEDESTAL MUST BE FULL HEIGHT TO ATTACH				

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0009	24	EA		425-94		
	11"H X 36"W	TACK BOARD				
0010	24	EA		425-94		
	30"W TASK LIGHT -	MUST BE WITHIN 6" OF		THE WIDTH		
0011	24	EA		425-94		
	36"W TASK LIGHT -	MUST BE WITHIN 6" OF		THE WIDTH		
0012	24	EA		425-94		
	KEYBOARD TRAY FULL	ADJUSTABLE WITH MOUSE PAD				
0013	24	EA		425-94		
	42"W TOOLBAR TO INCLUDE:	HORIZONTAL IN TRAY				

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0014	24	EA		425-94		
	SAME TOOLBAR IN ITEM 13 WITH HORIZONTAL OUT TRAY					
0015	24	EA		425-94		
	SAME TOOLBAR IN ITEM 13 WITH VERTICAL					
0016	24	EA		425-94		
	TASK CHAIRS - STANDARD PNEUMATIC HEIGHT, TILT,					
0017	24	EA		425-94		
	COAT HOOKS					
0018	2	EA		425-94		
	SECTION 3.2.1A WORKSTATIONS 6' X 6'6" (2) UNITS					

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0019	2	EA		425-94		
				24"D X 36"W LAMINATE WORK SURFACE		
0020	2	EA		425-94		
				24"D X 36"W LAMINATE CORNER WORK SURFACES		
0021	2	EA		425-94		
				24"D X 42"W LAMINATE WORK SURFACES		
0022	2	EA		425-94		
				36"W STEEL FLIPPER DOOR UNIT W/LOCK.		
0023	2	EA		425-94		
				42"W STEEL FLIPPER DOOR UNIT W/LOCK.		

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0024	2	EA		425-94		
				24"D F/F PEDESTALS MUST BE FULL HEIGHT TO ATTACH		
0025	2	EA		425-94		
				24"D B/B/F PEDESTAL MUST BE FULL HEIGHT TO ATTACH		
0026	2	EA		425-94		
				11"H X 36"W TACK BOARD.		
0027	2	EA		425-94		
				30"W TASK LIGHT- MUST BE WITHIN 6" OF THE WIDTH		
0028	2	EA		425-94		
				36"W TASK LIGHT- MUST BE WITHIN 6" OF THE WIDTH		

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0029	2	EA		425-94		
				KEYBOARD TRAY FULL ADJUSTABLE, WITH MOUSE PAD		
0030	2	EA		425-94		
				42"W TOOLBAR TO INCLUDE ON HORIZONTAL IN/OUT		
0031	2	EA		425-94		
				TASK CHAIRS - STANDARD PNEUMATIC HEIGHT, TILT,		
0032	2	EA		425-94		
				COAT HOOKS		
0033	4	EA		425-94		
				SECTION 3.2.2 - 4 ENCLOSED PRIVATE OFFICES: (101,		

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0034	4	EA		425-94		
				48"W RETURN WITH F/F FULL HEIGHT PEDESTAL		
0035	4	EA		425-94		
				48"W OVER THE DESK W/TACK BOARD		
0036	4	EA		425-94		
				36"W TASK LIGHT		
0037	4	EA		425-94		
				24"H FULL HEIGHT, LAMINATE B/B/F PEDESTAL MOBILE		
0038	4	EA		425-94		
				KEYBOARD TRAY FULL ADJUSTABLE, WITH MOUSE PAD		

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0039	4	EA		425-94		
				FREESTANDING PAPER TRAY TO INCLUDE: HORIZONTAL IN		
0040	4	EA		425-94		
				FREESTANDING PAPER TRAY TO INCLUDE: HORIZONTAL OUT		
0041	4	EA		425-94		
				FREESTANDING DIAGONAL TRAY TO CONSIST OF 3 SLOTS.		
0042	4	EA		425-94		
				TASK CHAIRS: STANDARD PNEUMATIC HEIGHT, TILT,		
0043	8	EA		425-94		
				GUEST CHAIRS - METAL FRAME W/ARMS, 4 LEGS,		

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0044	4	EA		425-94		
	BOOKCASE 4 HIGH LAMINATE WITH 3 ADJUSTABLE SHELVES					
0045	4	EA		425-94		
	36"W X 4 HIGH LAMINATE LATERAL FILE W/LOCK.					
0046	2	EA		425-94		
	SECTION 3.2.3 - 1 ENCLOSED OFFICE (ROOM 100)					
0047	1	EA		425-94		
	24" FULL HEIGHT, LAMINATE B/B/F PEDESAL MOBILE					
0048	2	EA		425-94		
	KEYBOARD TRAY FULLY ADJUSTABLE, WITH MOUSE PAD					

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0049	2	EA		425-94		
				FREESTANDING PAPER TRAY TO INCLUDE: HORIZONTAL IN		
0050	2	EA		425-94		
				FREESTANDING PAPER TRAY TO INCLUDE: HORIZONTAL OUT		
0051	2	EA		425-94		
				FREESANDING DIAGONAL TRAY TO CONSIST OF 3 SLOTS.		
0052	2	EA		425-94		
				TASK CHAIRS - STANDARD PNEUMATIC HEIGHT, TILT,		
0053	2	EA		425-94		
				GUEST CHAIRS - METAL FRAME W/ARMS, 4 LEGS WITHOUT		

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0054	1	EA		425-94		
BOOKCASE 4 HIGH LAMINATE WITH 3 ADJUSTABLE SHELVES						
0055	1	EA		425-94		
36"W X 4 HIGH LAMINATE LATERAL FILE W/LOCK.						
0056	1	EA		425-94		
SECTION 3.2.4 - BREAK ROOM WITH THE FOLLOWING DESIGN						
0057	4	EA		425-94		
CHAIRS: MOLDED POLY SHELL NO UPHOLSTERY METAL FRAME						
0058	2	EA		425-94		
SECTION 3.2.5 - STORAGE ROOM TO CONTAIN:						

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## 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:

WVDHHR/Bureau for Children and Families  
350 Capitol Street, Room # 730  
Charleston, WV 25301

September 26, 2013 @ 10:00 A.M.

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: October 1, 2013 - end of business

Submit Questions to:

Roberta A. Wagner

2019 Washington Street, East  
Charleston, WV 25305

Fax: 304-558-4115

Email: [roberta.a.wagner@wv.gov](mailto:roberta.a.wagner@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  
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: October 17, 2013  
 @ 1:30 P.M.

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

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**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.

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

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ 60 working \_\_\_\_\_ days.



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

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed 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 and shall list the state as a certificate holder:



**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.

☒ Valid WV Contractor's License

☐
☐
☐

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 \_\_\_\_\_ \$ 50.00/day \_\_\_\_\_ for failure to complete within specified time frame.

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. [RESERVED]**

**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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

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

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

**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 hearth, 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.

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.

**2.1 DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:



- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. **Required Information.** The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
    - i. The subcontractor listed in the original bid has filed for bankruptcy,
    - ii. The subcontractor in the original bid has been debarred or suspended; or
    - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.



5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources, Bureau for Children and Families for the one time purchase of Modular Furniture:

1.1 The Department of Health & Human Resources (DHHR) is requesting a monetary quote for the products listed herein. **All vendors must bid Grade/Class 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 Monongalia County office is 3,500 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 All bidders must meet specifications. 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, your bid will be disqualified. Bidders shall not offer fabrics that do not meet Class A Flammability Requirements.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Item" means Modular Furniture.

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2.2 “Pricing Page” means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is included on the last page of this RFQ.

2.3 “RFQ” means the official request for quotation published by the Purchasing Division and identified as BCF14070.

2.4 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.

2.5 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. GENERAL REQUIREMENTS:

3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 **Modular Furniture:** The objective of this quotation is to obtain a turn-key installation of new modular furniture in the new Monongalia County office to be located in Morgantown, WV. The successful vendor and DHHR will mutually agree on a firm and fixed delivery date to be determined based on current construction schedule for the new building.

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

The workstation dimensions should be approximately 6' X 6'6". All panels are to be 62" high (+/-5") **All panels must be acoustical, monolithic, minimum 2" thickness and solid core, no frame or tile panels will be accepted.** The panels shall have NRC rating of min.65 and a minimum 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.**

3.2.1 **Workstations 6' x 6'6" (24) units**

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- 24"d x 36"w laminate work surface
- 24"d x 36"w laminate corner work surface
- 24"d x 42"w laminate work surface
- 36"w steel flipper door unit w/lock
- 42"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
- 36" 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
- 42"w toolbar to include:
  - one horizontal in/out basket with one divider to allow for 2 levels of storage,
  - one vertical to consist of 3 slots.

These are to be located on the 42" wide panel. *(Needs to match the panel systems. The bars that hold the trays have to attach/hang on the panels)*
- Coat hook, one per workstation
- Task chair (24): 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.

### 3.2.1A Workstations 6' x 6'6" (2) units

- 24"d x 36"w laminate work surface
- 24"d x 36"w laminate corner work surface
- 24"d x 42"w laminate work surface
- 36"w steel flipper door unit w/lock
- 42"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

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- 36" 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
- 42" w toolbar to include:
  - one horizontal in/out basket with one divider to allow for 2 levels of storage,
  - one vertical to consist of 3 slots.

These are to be located on the 42" wide panel. *(Needs to match the panel systems. The bars that hold the trays have to attach/hang on the panels)*
- Coat hook, one per workstation
- Task chair (2): 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.

\*\*\*\*\*THESE 2 WORK STATIONS WILL EACH NEED (2)  
36"W X 30"H PANELS IN FRONT OF THE WINDOWS.

**3.2.2 4 Enclosed Private Offices: (#101, 102, 103, and 104)**

- Desk, General Specifications – Outside and surface panels should be made from minimum 1" thick minimum 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 minimum 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

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- divider to allow for 2 levels of storage (*can be office supply*)
- Freestanding diagonal tray to consist of 3 slots. (*can be office supply*)
- 36" w x 4 high laminate lateral file w/lock
- Bookcase 12"d x 36"w x 48"h 4 high laminate with 3 adjustable shelves in 1" increments, must have finished back
- Task Chair (4): 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 ea.): metal frame with arms, 4 legs no casters upholstered in fabric

**3.2.3 There is 1 enclosed office: (Room 100)**

- Free standing design: Desk, General Specifications – Outside and surface panels are made from minimum 1" thick minimum 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 minimum 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.
- 2 ea. 30"d x 72"w double pedestal desk
- 1 ea. 24" full height, laminate b/b/f pedestal mobile – with casters
- 2 ea. 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
- 2 ea. freestanding paper tray to include one horizontal in/out with one divider to allow for 2 levels of storage (*can be office supply*)
- 2 ea. freestanding diagonal tray to consist of 3 slots. (*can be office supply*)
- 1 ea. 36" w x 4 high lateral file laminate w/lock
- 2 ea. 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
- Bookcase 12"d x 36"w x 48"h 4 high laminate with 3 adjustable shelves in 1" increments, must have finished back



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**3.2.4 The break room design options are as follows;**

- 1 table: 36" x 36" laminate top with 29"h, metal column with "X" cross legs
- 4 chairs: molded poly shell, no upholstery metal frame without arms, 4 legs, stationary

**3.2.5 Storage room to contain:**

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

**3.2.6 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

**3.3 A. GENERAL REQUIREMENT FOR ALL TYPES OF PANELS:**

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

**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.**

**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:

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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

### 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 S, 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.

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## 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

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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).

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**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

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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



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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 0-3359 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

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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 ANSI/BIFMA 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 anyone, or more, of the following methods.

- a) End clip attached to panel vertical support standard
- b) Floor-standing pedestal

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- 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 ANSI/BIFMA 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

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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.

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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**

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.

#### **3.4 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.

#### **3.5 SHOP DRAWINGS:**

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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.

**3.6 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.

**3.7 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.

**3.8 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

**3.9 PERMITS**

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

**3.10 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.

**3.11 PROGRESS PAYMENTS:**

Due to the scope of the project, one payment will be made, at 100%



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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.

Application for payment shall be submitted to the DHHR for work completed and approved by the DHHR. The Department reserves the right to refuse payment in the event the completed work is not commensurate with the amount shown on the Application for Payment or if the completed work is not in accordance with Section 1.2 or industry standards or sub-standard in any way.

**3.12 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 60 calendar days of the notice to proceed.

**3.13 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.

**3.14 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.

**3.15 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.

**3.16 DAMAGES:**

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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.

**3.17 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.

**4. CONTRACT AWARD:**

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

The vendor shall agree to supply and deliver descriptive literature to the DHHR at no charge. The descriptive literature shall include furniture catalogs and price lists for the model lines awarded on this contract.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by inserting all required information concerning catalog pages, manufacturers part #'s, unit pricing, and total pricing. Any accessories needed to construct the items, listed or not, need to be part of the bid. Vendor should complete the Pricing Page in full as failure to complete the Pricing 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 Pricing 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.

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**6. DELIVERY AND RETURN:**

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 60 calendar days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at WVDHHR – Monongalia County BCF Office at 114 South High Street Morgantown, West Virginia 26507.

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.

**Inside Delivery:** The vendor is to provide all labor and equipment to deliver, uncrate, assemble (if required), set in place ready for agency to use in desired location as determined by the 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.

**Note:** This No installation fee shall be charged at the initial installation. Purchase price includes all installation fees.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract 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 Contract Items from a third party.

Any Agency seeking to obtain the Contract 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 Contract Items F.O.B. destination to the Agency's location.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract 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

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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.

**6.6 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.

**6.7 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

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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 supply, but must inform the agency representative that the warranty will be void if a qualified representative does not work on the panel system.

**6.8 Acceptance Evaluation and Quality Assurance:**

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

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 ANSIIBIFMA Tests:

ANSIIBIFMA 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.

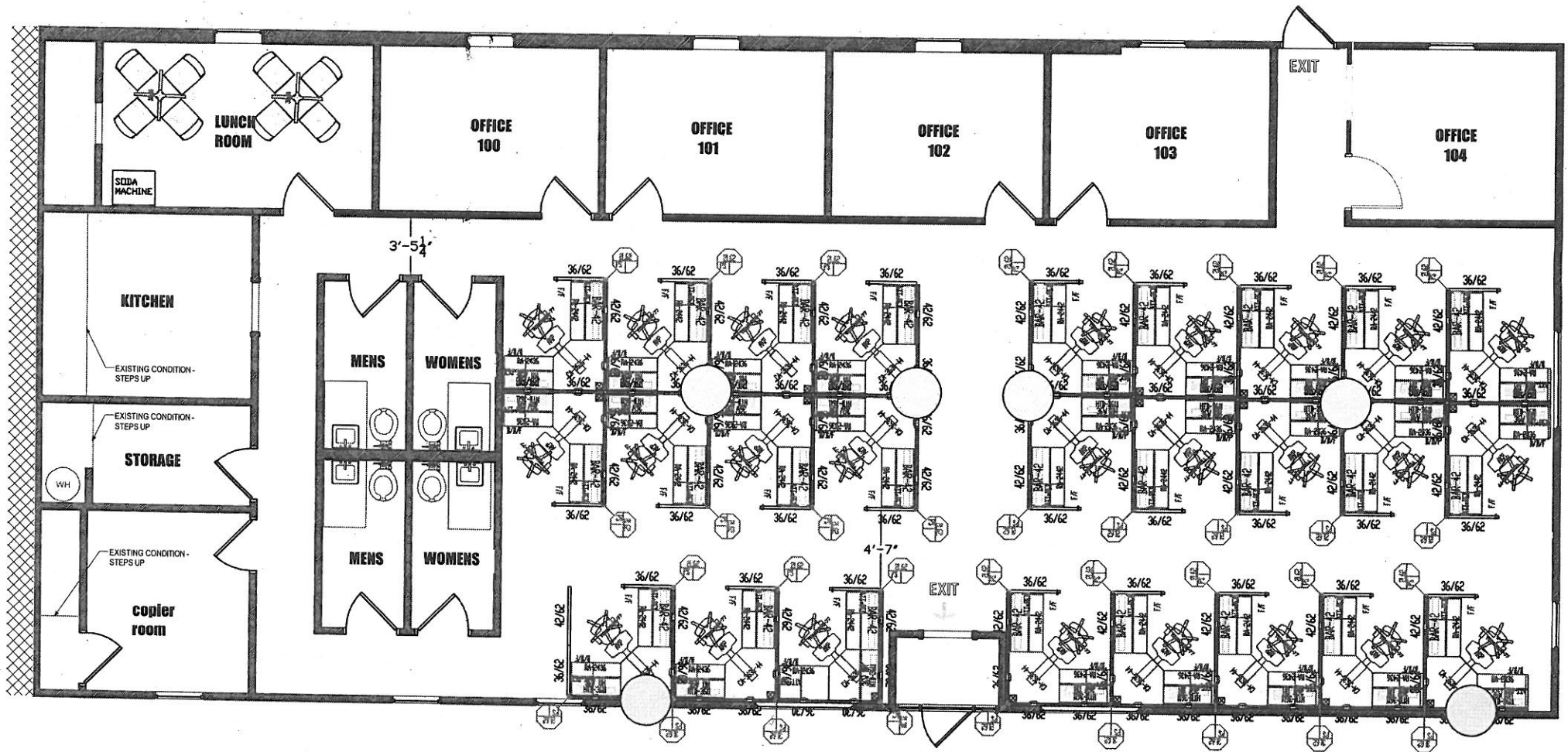
Acoustical tests for noise reduction coefficient ratings shall be by ASTM-C423 Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method. A minimum N.R.C .65 for the entire surface area of the panel, including raceway(s), trim (top cap), and legs, is required.

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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.





## PRICING PAGES

**Release No.:**

BCF14070

### Project:

**DHHR, Bureau for Children and Families, Monongalia 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. You may contact  
Roberta.A.Wagner@wv.gov**

### Section 3.2.1 - Workstations (24)

### Workstations 6' x 6'6"

[illegible]

### Installation/Electrical Hardware/Misc for Panels

[illegible]



back design, adjustable lumbar, upholstered in fabric.								\$ -
								\$ -
								\$ -
								\$ -
Subtotal								\$ -

### Miscellaneous Items

Description	QTY	MNFTR	Part No.	Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Coat hooks	24							\$ -
								\$ -
								\$ -
Subtotal								\$ -

Section Total: \$ -

### Section 3.2.1A - Workstations 6' x 6'6" (2) units

\*\*THESE 2 WORK STATIONS WILL EACH NEED (2) 36"W X 30"H PANELS IN FRONT OF THE WINDOWS.

#### Workstation Area

Description	QTY	MNFTR	Part No.	Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
24'd x 36"w laminate work surfaces	2							\$ -
24'd x 36"w laminate corner work surfaces	2							\$ -
24"d x 42"w laminate work surfaces	2							\$ -
36"w steel flipper door unit w/lock	2							\$ -
42"w steel flipper door unit w/lock	2							\$ -
24" d f/f pedestals must be full height to attach to work surface with lock.	2							\$ -
24"d b/b/f pedestal must be full height to attach to work surface with lock	2							\$ -
11"h x 36"w Tack Board	2							\$ -
30"w Task Light-must be within 6" of the width of cabinet	2							\$ -
36"w Task Light-must be within 6" of the width of cabinet	2							\$ -
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.	2							\$ -
42" 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 42" wide panel.	2							\$ -
								\$ -
								\$ -
Subtotal								\$ -

#### Seating

Description	QTY	MNFTR	Part No.	Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
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[illegible]

## Seating

[illegible]

### Miscellaneous Items

[illegible]

### Section 3.2.3 - 1 Enclosed Office (Room 100)

## Work Surfaces

[illegible]



[illegible]

## Seating

[illegible]

### Miscellaneous Items

[illegible]

### Section 3.2.4 - The break room with the following design options

Section Total: \$ -

#### Tables

Description	QTY	MNFTR	Part No.	Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
36"d x 36"w laminate tops with two 29"h metal column with "X" legs	1							\$ -
								\$ -
								\$ -
								\$ -
								\$ -
Subtotal								\$ -

#### Seating

Description	QTY	MNFTR	Part No.	Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Chairs: molded poly shell no upholstery metal frame without arms, 4 legs, stationary	4							\$ -
								\$ -
Subtotal								\$ -

Section Total: \$ -

### Section 3.2.5 - Storage Room to contain

#### Miscellaneous Items

Description	QTY	MNFTR	Part No.	Catalog#	Page	Location/Rooms	Unit Price	EXT. Price
Shelves								
6 high 36" w x 12" deep open style shelving heavy duty, 20 gauge steel, 1000 lb. max load per shelf	2							\$ -
								\$ -
								\$ -
								\$ -
Subtotal								\$ -

Section Total: \$ -

OVERALL TOTAL COST: \$ -

## BID BOND PREPARATION INSTRUCTIONS

 AGENCY (A) \_\_\_\_\_  
 RFQ/RFP# (B) \_\_\_\_\_
**Bid Bond**

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E) as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G), \_\_\_\_\_ (H), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (I) with its principal office in the City of \_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of \_\_\_\_\_ (K) (\$ \_\_\_\_\_ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for \_\_\_\_\_

(M)

## NOW THEREFORE

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Oblige may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P).

Principal Seal

(R)

 \_\_\_\_\_ (Q)  
 (Name of Principal)

 By \_\_\_\_\_ (S)  
 (Must be President, Vice President, or  
 Duly Authorized Agent)

 \_\_\_\_\_ (T)  
 Title

Surety Seal

(U)

 \_\_\_\_\_ (V)  
 (Name of Surety)

 \_\_\_\_\_ (W)  
 Attorney-in-Fact

NOTE 1: **Dated Power of Attorney with Surety Seal must accompany this bid bond.**

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

Agency \_\_\_\_\_  
 REQ.P.O# \_\_\_\_\_

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
 \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
 \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
 \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
 of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
 well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
 Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NOW THEREFORE,

- (a) If said bid shall be rejected, or  
 (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
 attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
 the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
 full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
 event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
 way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
 waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
 Surety, or by Principal individually if Principal is an individual, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal Seal

\_\_\_\_\_  
 (Name of Principal)

By \_\_\_\_\_  
 (Must be President, Vice President, or  
 Duly Authorized Agent)

\_\_\_\_\_  
 (Title)

Surety Seal

\_\_\_\_\_  
 (Name of Surety)

\_\_\_\_\_  
 Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
 must attach a power of attorney with its seal affixed.**



**State of West Virginia**  
**DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT**  
**West Virginia Code §21-1D-5**

**STATE OF WEST VIRGINIA,**

**COUNTY OF \_\_\_\_\_, TO-WIT:**

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

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

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

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** \_\_\_\_\_



**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.

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(Company)

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(Authorized Signature)

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(Representative Name, Title)

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(Phone Number)

(Fax Number)

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(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: BCF14070**

**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 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.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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