



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

State of West Virginia
Master Agreement

Order Date: 2014-12-15

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE BUYER.

Order Number: CMA 0212 0212 SWC0000000008	Procurement Folder: 62116
Document Name: SYSFURN15B - Statewide Contract for Systems Furniture	Reason for Modification:
Document Description: SYSFURN15B - Statewide Contract for Systems Furniture	
Procurement Type: Central Master Agreement	
Buyer Name:	
Telephone:	
Email:	
Shipping Method: Best Way	Effective Start Date: 2014-12-15
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2015-12-14

VENDOR	DEPARTMENT CONTACT
CONTEMPORARY GALLERIES OF WV I 1210 SMITH ST CHARLESTON WV 25301 US Vendor Contact Phone: (304) 344-1231 Extension: Discount Percentage: 0.0000 Discount Days: 30	Requestor Name: Robert Kilpatrick Requestor Phone: (304) 558-0067 Requestor Email: robert.p.kilpatrick@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 12/17/14 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: 12/14/14 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE
---	--	---

Extended Description:

The vendor, Contemporary Galleries of WV, Inc., agrees to enter into a Statewide Contract for providing systems furniture on an as-needed basis, per the specifications, bid requirements and terms and conditions of the Request for Quotations (CRFQ 0506 HHR1500000002), Addendum #1 (dated 10/3/2014), Addendum #2 (dated 10/3/2014), Addendum #3 (dated 10/20/2014), and the vendor's bid dated 10/29/2014, all incorporated herein by reference and made a part of hereof.

The Vendor shall provide systems furniture items (Industrial Shelving only), at the discount percentage provided on their pricing pages, in the Item Types and from the Catalogs listed on the attached Summary (and attached hereto).

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	56111500			JOB	\$0.000000

Description: Workstations and office packages

Extended Description:

Systems Furniture, by Separate Quote by Catalog Discount (Industrial Shelving - IS - Item Type Only)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	56111500			HOUR	\$50.000000

Description: Workstations and office packages

Extended Description:

All-inclusive, 24/7 hourly rate for designing reconfigurations of systems furniture

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	56111500			HOUR	\$50.000000

Description: Workstations and office packages

Extended Description:

All-inclusive hourly rate for labor to reconfigure systems furniture, M-F, between 7:00am and 5:00pm

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	56111500			HOUR	\$75.000000

Description: Workstations and office packages

Extended Description:

All-inclusive hourly rate for labor to reconfigure systems furniture after hours, on weekends, or on State holidays

Total Order Amount	Open End
--------------------	----------

SWC0000000008	Document Phase Draft	Document Description SYSFURN15B - Statewide Contract for Systems Furniture	Page 3 of 3
----------------------	---------------------------------------	---	------------------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SYSFURN15B: Statewide Contract for System Furniture & Accessories

The vendor, Contemporary Galleries of WV, Inc., agrees to enter into a Statewide Contract for providing systems furniture on an as-needed basis, per the specifications, bid requirements and terms and conditions of the Request for Quotations (CRFQ 0506 HHR1500000002), Addendum #1 (dated 10/3/2014), Addendum #2 (dated 10/3/2014), Addendum #3 (dated 10/20/2014), and the vendor's bid dated 10/29/2014, all incorporated herein by reference and made a part of hereof.

The Vendor shall provide systems furniture items, at the discount percentage provided on their pricing pages, only in the following Item Types and from the following Catalogs:

<u>ITEM TYPE</u>	<u>CATALOG</u>	<u>DISCOUNT PERCENTAGE</u>
IS	SAFCO-WV "Heavy Duty Commercial and Industrial Steel Shelving"	23.60%

Separate Quotes and Invoices should clearly indicate the Item Type, the Catalog Name, the Catalog Page Number, the Catalog Price, the Discount Percentage, and the final Contract Price.

ORDERING PROCEDURE: State Agencies shall issue Agency Delivery Orders for any orders not exceeding \$25,000.00. Agency Delivery Orders shall not be split so as to circumvent this limit. State Agencies will transmit these orders to the vendor directly.

For orders in excess of \$25,000.00, State Agencies shall submit Centralized Delivery Orders to the State Purchasing Division. A copy of the Quote, and any other relevant documentation, shall be attached to the Centralized Delivery Order (to the Header in WVOasis).

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. "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. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 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 December 15, 2014 and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. 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.

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
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 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 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.

☒ **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:** In the amount of \$1,000,000.00 _____ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☐☐☐☐☐

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

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

☐☐☐☐

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

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

10. **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.

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

for _____
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. 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 Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. 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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

29. 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>.

30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

31. 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.

32. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
33. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
34. **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.
35. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open 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:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Health and Human Resources to establish an open-end Statewide contract for the provision and installation of systems furniture and accessories, filing cabinets, desks, seating, tables, and other types of office furniture for purchase, as needed, by various State Agencies and political subdivisions. The Contract awarded from this RFQ shall cover Eligible Items from Vendor's Catalog(s), including only those items considered to be furniture, systems furniture and accessories, filing cabinets, seating, and case goods.

The intent is to award a contract to a single vendor whose bid Catalog or Catalogs will cover all of the components listed herein, plus a full range of products within the same types of components. All bidders must be able to provide a single Catalog or multiple Catalogs which cover ALL of the component types covered in the Systems Furniture Pricing Page. The attached Floor Plan is provided only to give an example of the layout of a hypothetical State Agency office; references to specific offices, room numbers, etc. are irrelevant to this Contract, but are provided to indicate what details may be required when preparing floor plans for the delivery orders issued by individual Agencies from this Contract. Items that may appear on the Floor Plan, but that are not included on the Systems Furniture Pricing Page, may be available in the successful Vendor's Catalog, but are not required to be.

If the contract Vendor is a distributor, and their contract with the manufacturer has territory restrictions, more than one contract may be awarded, so that coverage for the entire State is accomplished. Any distributor bidding the contract must indicate in their bid any counties in the State of WV which they are unable to provide and install items to fulfill this Contract. If the contract Vendor is a manufacturer, distributor territory responsibility will be the sole responsibility of the manufacturer. The successful Vendor, whether distributor or manufacturer, shall be the contract Vendor. All delivery orders shall be issued to the contract Vendor; all invoices shall be from that contract Vendor; all payments shall be made by the State to the contract Vendor. Successful Vendor(s) shall not require or request that State Agencies issue purchase orders to or make payments to any entity other than the contract Vendor. If a manufacturer is the contract Vendor, any relationship between the contract Vendor and a servicing dealer shall be strictly between those parties.

The intent of this Contract is not to supersede the rights of the West Virginia Division of Corrections, WV Correctional Industries, to furnish and supply office furniture to State Agencies. All State Agencies are required to contact WV Correctional Industries to determine if same or similar items to what they are to request from the Contract Vendor

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

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

- 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 "Catalog"** means the price list(s), price book(s) or sales catalog(s) that include the Eligible Items that Vendor is bidding and will sell under this Contract. Bidders may provide a different Catalog for each Type of Eligible Item, or one or more Catalogs to cover all Item Types, but shall not provide more than one Catalog for each Type of Eligible Item. For example, a bidder may provide a different Catalog for System than they do for Seating – Task Chair, or may provide a Catalog which covers both of these items, but may not provide two Catalogs for System.
- 2.2 "Catalog Price"** means the lowest price listed for the item in Vendor's Catalog. Catalog Price remains firm for the life of the contract, as the Catalog(s) provided in response to this bid solicitation will be made part of the awarded Contract, but may be changed upon renewal(see 5.3, Catalog Modification).
- 2.3 "Discount Percentage"** means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items of a single Type in a Catalog. Discount Percentage remains firm for the entire life of the Contract, and will not be subject to change at renewal.
- 2.4 "Contract Unit Price"** means the discounted price of one Unit of an Eligible Item purchased under this Contract, calculated by taking its match Catalog Price and applying the Discount Percentage for its Type.
- 2.5 "Eligible Item"** means furniture, system furniture and accessories, filing cabinets, seating, and case goods available in the successful Vendor's Catalog(s), and matching the basic Type of Item bid on the Pricing Page. For example, if a 36" wide Systems Panel (Type: System) is bid with X% discount from the price in the Vendor's Catalog on the Pricing Page, then all Systems Panels in that provided Catalog, whether of a different height or different width, receive the exact same Discount Percentage.
- 2.6 "Systems Furniture Pricing Page," "Pricing Page" or "Pricing Pages"** means the schedule of prices, Discount Percentage, estimated quantities, totals, etc., attached hereto as Exhibit A CRFQ 0506 HHR1500000002 Systems Furniture Pricing Page.

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

- 2.7 "RFQ" or "CRFQ" means the official request for quotation published by the Purchasing Division and identified as CRFQ 0506 HHR1500000002.
- 2.8 "Total Bid Cost" means the sum of the Total Bid column on the Pricing Page shown below the bid total column and identified as the total bid cost.
- 2.9 "Type of Item" or "Type" means the category of Eligible Item, and includes: System (panels, connectors, work surfaces, pedestal supports, etc), SysAcc (eg, system accessories, such as keyboard trays, toolbars, coat hooks, etc), PDU (Pedestal Drawer Units), FC (File Cabinets – non-pedestal), STC (Seating – Task Chairs), SGC (Seating – Guest Chairs), SSC (Seating – Side Chairs and Stackable Chairs), CG (Case Goods: Storage Cabinets, Book Shelves), IS ("industrial" steel shelving units); FSF (Free-standing furniture: sofas, credenzas, etc), and FSD (free-standing desks and tables). Bidders may use the same manufacturer and Discount Percentage for different Types. When completing their bid, bidders may substitute any other Type listed here for any listed on the Pricing Sheet, to accommodate bidding in the category appropriate to the vendor; however, bidders should indicate or note this action in some manner.

3. GENERAL REQUIREMENTS:

- 3.1 **Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.
- 3.1.1 Eligible Items must be the manufacturer's current standard production.
- 3.1.2 Eligible Items must have compatible accessories (items for filing, coat hooks, racks, doors, etc.,) available for purchase on an as needed basis.
- 3.1.3 Eligible Items must be installed in accordance with the manufacturer's guidelines by installers who are trained in installing the line of products bid in response to this RFQ.
- 3.1.4 Eligible Items of a single type shall be from the same Catalog. For example, all System Panels, connectors and accessory parts for installing system panels shall be from the same Catalog.
- 3.1.5 Vendor must provide standard manufacturer's warranty (which

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

shall be a minimum of ten years for all composite material other than textiles on panels and seating, which should be for at least five years) for all Items delivered and installed under this Contract. Copies of warranties should be made available to the Agency upon delivery of the order.

- 3.2 System Panels (Type: System):** Panels shall be of the manufacturer's standard design and be Type I Style A or B and/or Type II Style A or B as specified. The raceway cover shall be securely held in place. The same raceway may be used for both communication and electrical wires. All panels must have a flame spread rating not to exceed 25 and a smoke development rating not to exceed 450. Panel attachments must be designed so that users are able to add and rearrange panel configurations without specialized help and/or tools while maintaining the system integrity (with the understanding that end user rearrangement of installed items may void provided warranty). Connection shall provide for assembling panels in 2-way, 3-way, or 4-way intersections. All panels must be individually removable without requiring dismantling or moving adjacent panels. When conditions of the installation jobsite allow, panels should be mounted no more than 1" off the floor for maximum noise insulation. All components resting on the floor shall have rustproof adjustable glides. Assembled panels shall be free-standing and self-supporting with no connection to any surface without advanced approval from the Agency. Panel frames shall be constructed in a manner to allow for support of add-on components without warping, bending, flexing, and/or breaking. Fabric shall be applied smoothly and wrinkle free and the weave shall be straight with panel – no seams or fabric joints shall be visible on the panel face. Fabric shall be attached to the frame in a manner that allows for removal and replacement of fabric as required. All panel connections and perimeter framing components are to be fastened by interlocking concealed connector and shall have smooth, tight fitting connections. All connections between adjacent panels in straight runs and at intersections shall be light proof. All panel components (clips, splines, connectors, feet, posts, levers, etc.,) shall be of the manufacturer's standard inventory.

- 3.2.1 TYPE I – Acoustical Panels:** Panels must have fabric covering on both sides with the manufacturer's standard trim supplied and a minimum noise reduction coefficient (NRC) of .50.

- 3.2.1.1 Style A – Communications panel** with raceway for running wires and cables to adjacent panels. The raceway shall be able to accommodate a minimum of eight (8) Cat 5 or ten (10) Cat 6 cables.

- 3.2.1.2 Style B – Electrified panels** with raceway for a minimum of two pre-wired electrical outlets on each side. The raceway

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

shall be able to accommodate all specified power requirements. All Style B panels shall have an eight-wire, four circuit supply.

3.2.2 TYPE II – Non-Acoustical Panels:

3.2.2.1 Style A – Communications panel with raceway for running wires and cables to adjacent panels. The raceway shall be able to accommodate a minimum of eight (8) Cat 5 or ten (10) Cat 6 cables.

3.2.2.2 Style B – Electrified panels with raceway for a minimum of two pre-wired electrical outlets on each side. The raceway shall be able to accommodate all specified power requirements. All Style B panels shall have an eight-wire, four circuit supply.

3.3 System Worktops (Work Surfaces)(Type: System): Worktops shall be a minimum of 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. Worktop sizes shall be of the manufacturer's standard sizes and will mesh with panel standards. All worktops shall be surfaced with decorative thermosetting high pressure plastic laminate. The top shall be rounded, or soft vinyl double edged, securely applied. Provision must be made in the worktop (holes with grommets, cutouts in the worktop adjacent to the panel, cable management troughs, etc.,) to accommodate the routing of communication and electrical cables from tabletop devices to the electrical and communication outlets. Worktops shall be constructed so as to allow the attachment of hanging drawer units on the underside of the worktop. Worktops shall be supported at each end by one or more of the following means and may be mounted by one (1) or more of the methods listed below.

- a. End clip attached to panel vertical support standard.
- b. Floor standing pedestal.
- c. Cantilever bracket.
- d. Floor standing leg with bracket(s) to attach worktop to vertical support standard. When floor standing leg is used, the installation of said leg shall not restrict or interfere with occupant movement.

For any worktop that has a span of 72" or more, that has an unsupported span of 66" or more, shall be supported by one (1) or more intermediate supports listed below.

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

- a. Floor standing pedestal.
- b. Cantilever bracket.
- c. Floor standing leg with bracket(s) to attach worktop to vertical support standard. When floor standing leg is used, the installation of said leg shall not restrict or interfere with occupant movement.

3.4 Filing Cabinets (Type: FC): Vendor shall provide two quality levels of metal casework office furniture for use by Agency where quality levels are defined below.

3.4.1 Class A – Heavy Duty/Heavy Use: Drawers are used twenty-five (25) times or more per day with a weight of two (2) pounds per linear inch for letter size drawers and three (3) pounds per linear inch for legal size drawers. Drawer suspension cycle test must pass a minimum of 100,000 cycles. All components of the suspension shall be manufactured of nothing less than 16 gauge steel and the suspension shall be steel ball bearings.

3.4.2 Class B – Medium Duty/Medium Use: Drawers are used twenty (20) times or more per day with a weight of two (2) pounds per linear inch for letter size drawers and three (3) pounds per linear inch for legal size drawers. Drawer suspension cycle test must pass a minimum of 75,000 cycles. All components of the suspension shall be manufactured of nothing less than 16 gauge steel and the suspension shall be steel ball bearings or nylon /celcon with steel ball bearings.

For each model line provided, may provide all paint colors available in the manufacturer's catalog, but shall not charge any upcharge for specific colors. If vendors wish to not make these colors which require upcharges available under the Contract (ie, at the same rate as the other colors), they shall clearly indicate so by either striking them through or providing a cover letter declaring which colors shall be made available for no upcharge.

All file cabinets shall be free from defects, imperfections, and/or hazards that might affect appearance, normal life, serviceability, and/or user safety. 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/or braces shall assure rigidity, strength, and proper alignment. File cabinets shall have one (1) piece or unitized construction. If modular construction is used, each module shall be

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

unitized. File cabinets shall not tilt and/or deviate from a true vertical state.

Vertical file drawer construction 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 must be located in the center of the drawer front above the drawer pull. The follower shall have no more than 3/4" maximum increment movement and shall be adjustable.

Lateral file drawer construction (cabinet front, back, sides, top, and interior members (drawers and shelves) shall be manufactured of not less than 22 gauge steel, rigidly formed, braced, and welded to withstand usage without distortion, warping, and/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 material that prohibits rust and has the strength to support loaded shelves and/or drawers. Suspension shall accommodate uneven drawer loading and uneven push/pull forces when opening/closing. Drawers and shelves shall operate smoothly without sticking and/or uneven motion. Drawers shall have a positive acting latch capable of holding loaded drawers 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 be conveniently located to the drawer pull.

- 3.5 **Pedestal Drawer Units - Mobile or Floor Standing (Type: PDU):** Pedestal units shall be steel, equipped with casters or shall stand on the floor as specified. Unit shall fit under worktop with no visible vacant space between the pedestal and worktop. Pedestal depth must conform to the worktop surface dimension.
- 3.6 **Pedestal Drawer Unit – Hanging (Type: PDU):** Pedestal units shall be steel, equipped with a mechanism to securely fasten to the underside of the worktop.
- 3.7 **Hanging Shelf Unit – Full and Half Height (Type: System)** Unit shall be a horizontal shelf designed to accommodate vertical dividers.
- 3.8 **Paper Management – Vertical Shelf Dividers and Horizontal Paper Storage (Type: System):** Units shall be flat shelves and have metal end supports and full height panels equipped with safety locks to prevent

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

accidental dislodgment.

- 3.9 **Keyboard Trays (Type: System):** must be fully adjustable with mouse pad (including palm support) that can be moved to either the left or right side of the keyboard tray, with no knob or lever needed for height adjustment. 6" of height adjustment, negative and positive tilt, with 360° swivel.
- 3.10 **Seating – Task Chair (Type: STC):** Upholstered in fabric, height adjustable arms, adjustable lumbar, standard pneumatic height adjustment with tilt and swivel features on five star metal frame base with casters. Mid back design, back and seat depth adjustable.
- 3.11 **Seating – Guest Chair (Type: SGC):** Molded poly shell, no upholstery, metal frame –no arms, with four (4) stationary legs – no casters.
- 3.12 **Seating – Side Chair (Type: SSC):** Upholstered in fabric, metal frame, arms, rounded back with four (4) legs with casters.

4 CONTRACT AWARD, DISCOUNT PERCENTAGE, PRICING PAGE:

- 4.1 **Contract Award:** The Contract is intended to provide the Agency with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the RFQ specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.
- 4.2 **Discount Percentage:** Vendor shall quote a single Discount Percentage (Discount %) that will reduce the lowest price shown in the Catalog for every Eligible Item appearing in the Catalog bid for the specific Item Type. The resulting Contract Unit Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

The Catalog Price on the Pricing Page should match the exact price listed in the provided Catalog. However, if the vendor's provided Catalog shows the Contract Unit Price, it must also clearly show the base Catalog Price and the applied Discount Percentage (and the Discount Percentage appearing in the vendor's provide Catalog must exactly match the Discount Percentage listed on the Pricing Page).

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

The Discount Percentage and Contract Unit Price generated when it is applied must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Contract Unit Price for items purchased under this Contract.

- 4.3 Pricing Pages:** Vendor should complete the Systems Furniture Pricing Page by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each item includes the Catalog Number, Catalog Page No.; Manufacturer name, Manufacturer Part No., Catalog Price, Discount %, Vendor Part No., Contract Unit Price, and Total Bid for each item line. The Contract Unit Price shall include all costs associated for providing, delivering and installing the item. No additional charges will be paid by the Agency ordering items from this contract to achieve delivery of the product in an installed and operable state. The Vendor should also include the Total Furniture Bid Cost. Vendor should also bid each Hourly Labor Rate, then provide the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified. If responding in WVOasis, enter Total Furniture Bid Cost from the Pricing Pages as the first Commodity Line Unit Price/Total Price, and enter each Hourly Labor Rate on its matching Commodity Line.

Vendors are strongly encouraged to complete the Pricing Pages electronically in Microsoft Excel. Doing so should reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Robert.p.kilpatrick@wv.gov. The Microsoft Excel version of the Pricing Pages is also available as an attachment to the solicitation in WVOasis.

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

Vendor shall price the items listed below for evaluation purposes only. Vendor is permitted to bid their products closest match for system panels, with a 5" +/- variance, if their product does not conform to the dimensions of the items listed below; alternate dimensions should be summarized and included with the bid. Vendor must bid on all items in the quantity specified, even if the items come package in a larger quantity per package. For example,

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

coat hooks are priced per individual coat hook, even if they are commonly sold in boxes of 10. The burden is on the bidder to perform the necessary arithmetic to bid the correct price.

4.3.1 Workstations: 6' x 7' - 87 Units (Room 127 – 45 Units, Room 138 – 34 Units, Room 157 – 8 Units)

All panels shall be 62" high (+/-) 5" except where noted for service windows and have wing panels. Panels shall be powered so that each workstation has three (3) duplex outlets (meaning that, in any floor plan drawing, vendor must incorporate powered and non-powered panels so that each workstation has at least three duplex outlets, while also minimizing the overall number of required powered panels to achieve this condition); no power strips will be accepted. Electric/communication will be supplied from poles as necessary to operate each grouping of workstations. Workstations shall have the components listed below:

- 24"d x 36"w laminate work surface
- 24"d x 36" w laminate corner work surface
- 24"d x 48" w laminate work surface
- 36" w steel flipper door unit with lock
- 48" w steel flipper door unit with lock
- 24"d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface
- 24"d pedestal full height file cabinet with lock with two (2) small box drawers position above one (1) file drawer to attach to work surface
- 11"h x 36" w tack board
- 30"w task light (must be within 6" of the width of flipper door unit)
- 42"w task light (must be within 6" of the width of flipper door unit)
- Keyboard tray
- 48" toolbar to include one (1) horizontal in/out basket with one (1) divider to allow for two (2) levels of storage and one (1) vertical slot to consist of three (3) slots. (This will be located on the 48" wide panel and needs to match the panel system. The bars that hold the trays have to attach/hang on the panels.)
- Coat hook – one (1) per workstation
- Task chair – one (1) per workstation

4.3.1.1 File Room Workstation 7' x 13' - 1 Unit (Room 164)

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

- One (1) 24"d x 36"w laminate work surface
- Four (4) 24"d x 60" w laminate work surface
- Two (2) 60"w steel flipper door unit with lock
- Two (2) 24"d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface
- Two (2) 24"d pedestal full height file cabinet with lock with two (2) small box drawers position above one (1) file drawer to attach to work surface
- 11"h x 60"w tack board
- 11"h x 36" w tack board
- Two (2) 54"w task light (must be within 6" of the width of the flipper door unit)
- Two (2) Keyboard trays
- Two (2) 60" toolbar to include one (1) horizontal in/out basket with one (1) divider to allow for two (2) levels of storage and one (1) vertical slot to consist of three (3) slots. (This will be located on the 60" wide panel and needs to match the panel system. The bars that hold the trays have to attach/hang on the panels.)
- Two (2) Coat hooks (One (1) per work station)
- Two (2) Task chairs

4.3.1.2 File Room Workstation 7' x 12' - 2 Units (Room 164)

- One (1) 24"d x 24"w laminate work surface
- Four (4) 24"d x 60" w laminate work surface
- Two (2) 60"w steel flipper door unit with lock
- Two (2) 24"d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface
- Two (2) 24"d pedestal full height file cabinet with lock with two (2) small box drawers position above one (1) file drawer to attach to work surface
- 11"h x 60"w tack board
- 11"h x 36" w tack board
- Two (2) 54"w task light (must be within 6" of the width of the flipper door unit)
- Two (2) Keyboard trays
- Two (2) 60" toolbar to include one (1) horizontal in/out basket with one (1) divider to allow for two (2) levels of storage and one (1) vertical slot to consist of three (3) slots. (This will be located on the 60" wide panel and needs to match the panel system. The bars that hold the trays have to attach/hang on the panels.)

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

- Two (2) Coat hooks (One (1) per work station)
- Two (2) Task chairs

4.3.2 Printer Stations within Work Station Area - 5 Units (Room 127 – 1 Unit, Room 138 – 2 Units, Room 157 – 2 Units)

- Two (2) 72" w x 24" d laminate work surfaces to span entire back of work station
- Two (2) 24" d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface
- Four (4) open shelves to match panel widths
- Two (2) 24" w x 62" h work station panels for end panels
- Two (2) Storage Cabinets with leveling guides – 22 gauge steel, 24" d x 36" w x 41" h with hinged locking doors, two (2) adjustable shelves (One (1) unit to be located beside Room 127 and Room 157)

4.3.2.1 Printer Stations within Work Station Area -2 Units (Room 127)

- One (1) 36" w x 24" d laminate work surface to span entire back of work station
- One (1) 48" w x 24" d laminate work surface to span entire back of workstation
- Two (2) 24" d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface
- Two (2) open shelves to match panel widths
- Two (2) 24" w x 62" h work station panels for end panels

4.3.3 Mail Area - 1 Unit (Room 127)

- One (1) 48" w x 24" d laminate work surface to span entire back of work station
- Two (2) 60" w x 24" d laminate work surface to span entire back of workstation
- One (1) 84" w x 24" d laminate work surface to span entire back of workstation
- One (1) 36" w steel flipper door unit with lock
- Two (2) 48" w steel flipper door unit with lock
- 30" w task light (must be within 6" of the width of flipper door unit)
- 42" w task light (must be within 6" of the width of flipper door unit)
- Two (2) 24" d pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

- Three (3) Task chairs

4.3.4 Interview Rooms -9 Rooms (Rooms 111, 113, 114, 115, 116, 117, 118, 119 and 120)

- Nine (9) desks 48"l x 30"w x 29"h laminate top, full laminate desk, no steel, single pedestal box/box/file free standing design. Outside and surface panels are made from 1" thick 45 lb. density particle board and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use ¾ extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering. Locks are standard. Drawers are opened with side pulls. Full leg end panels and modesty panel.
- Nine (9) Keyboard trays
- Nine (9) Tack boards 11"h x 36"w to attach to the wall
- Nine (9) Task chairs
- Eighteen (18) Guest Chairs (Two (2) per room)

4.3.4.1 Printer Room - 1 Room (Room 112)

- Two (2) tables – 30"d x 72"w each with laminate tops with steel base and four (4) legs on casters

4.3.5 Enclosed Private Offices -28 Rooms (Rooms 128, 129, 130, 131, 133, 134, 135, 136, 137, 139, 140, 141, 142, 143, 144, 145, 147, 148, 149, 150, 152, 153, 154, 157A, 157B, 157C, 157D, and 165)

- Twenty-eight (28) Peninsula Desks – 36"w x 72"d Outside and surface panels are made from 1" thick 45 lb. density particle board and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use ¾ extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering. Locks are standard. Drawers are opened with side pulls. Full leg end panels and modesty panel.
- Twenty-eight (28) 48"w return with pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface
- Twenty-eight (28) 16"w x 19"d x 28"h laminate pedestal mobile with casters, full height file cabinet with lock with two (2) small box drawers position above one (1) file drawer
- Twenty-eight (28) 48"w over desk with tack board

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

- Twenty-eight (28) 36" w task light
- Twenty-eight (28) Keyboard trays
- Twenty-eight (28) 36" w x 4 drawer high laminate lateral files with locks
- Twenty-eight (28) Bookcases 12" d x 36" w x 48" h laminate with finished back, one (1) stationary shelf and two (2) adjustable shelves, maximum 1" increment between adjustable shelving
- Twenty-eight (28) Task chairs
- Fifty-six (56) Guest Chairs (Two (2) per room)
- One (1) Storage Cabinet with leveling guides – 22 gauge steel, 3 high, 36" w with hinged locking doors (To be located beside Room 142)
- Two (2) Storage Cabinets with leveling guides – 22 gauge steel, 5 high, 42" w with hinged locking doors (To be located beside Room 152).

4.3.6 Enclosed Office (Room 151)

- Peninsula Desk – 36" w x 72" d Outside and surface panels are made from 1" thick 45 lb. density particle board and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use ¾ extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering. Locks are standard. Drawers are opened with side pulls. Full leg end panels and modesty panel.
- 48" w return with pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface
- 16" w full height laminate pedestal mobile with casters, full height file cabinet with lock with two (2) small box drawers position above one (1) file drawer
- 48" w over desk with tack board
- 36" w task light
- One (1) Keyboard Tray
- Four (4) 36" w x 4 drawer high laminate lateral files with locks
- One (1) Task chair
- Two (2) Guest Chairs

4.3.7 Enclosed Office (Room 132)

- Peninsula Desk – 36" d x 72" w x 29" h Outside and surface panels are made from 1" thick 45 lb. density particle board

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use $\frac{3}{4}$ extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering. Locks are standard. Drawers are opened with side pulls. Full leg end panels and modesty panel.

- 48"w x 24"d x 29"h return with pedestal full height file cabinet with lock with two (2) file drawers to attach to work surface
- 16"w x 19"d x 28" full height laminate pedestal mobile with casters, full height file cabinet with lock with two (2) small box drawers position above one (1) file drawer
- 48"w over desk with tack board
- 36"w task light
- One (1) Keyboard tray
- 36"w x 20"d x 52.5"h four (4) drawer laminate lateral files with locks
- One (1) Task chair
- Two (2) Guest Chairs
- Bookcase 12"d x 36"w x 48"h laminate with finished back, one (1) stationary shelf and two (2) adjustable shelves, maximum 1" increment between adjustable shelving
- 48" round laminate table with one (1) round 29"h laminate pedestal base
- Four (4) Side Chairs
- Visual Board Cabinet 48"w x 48"h – Two (2) side opening doors, fifty sheet writing pad on left door, cork board on right door, white dry erase board in center – marker board must be able to be used for video projection. Set of four (4) dry erase markers and eraser shall be included.

4.3.8 Conference Rooms - 2 Rooms (Rooms 104 and 155)

- Two (2) conference tables each 96"l x 48"w laminate top with two (2) round laminate pedestal bases
- Sixteen (16) Task chairs
- Two (2) credenza 20"d x 72"w x 29" with two (2) storage cabinets full to the floor, laminate, locking
- Visual Board Cabinet 48"w x 48"h – Two (2) side opening doors, fifty sheet writing pad on left door, cork board on right door, white dry erase board in center – marker board must be able to be used for video projection. Set of four (4) dry erase

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

markers and eraser shall be included

4.3.9 Conference Room (Room 126)

- Conference table 120"w x 48"d x 29"h laminate top with two (2) round laminate pedestal bases
- Ten (10) Task chair
- Four (4) Side Chairs
- Two (2) laminate storage cabinets 24"d x 36"w x 40" with locking doors

4.3.10 Conference Room (Room 177)

- Eighteen (18) tables each 30"d x 60"w laminate top with steel base and four (4) legs on casters
- Eighty-four (84) Chairs – Stackable, metal frame with four (4) legs, upholstered in fabric
- Two (2) credenzas 20"d x 72"w x 29" with two (2) storage cabinets full to the floor, laminate, locking
- Two (2) Visual Board Cabinet 48"w x 48"h – Two (2) side opening doors, fifty sheet writing pad on left door, cork board on right door, white dry erase board in center – marker board must be able to be used for video projection. Set of four (4) dry erase markers and eraser should be included

4.3.11 Break Room (Room 162)

- Four (4) tables each 36"d x 72"w laminate top with two (2) 29"h metal "T" legs
- Twenty-four (24) Guest Chairs

4.3.12 Training Room (Room 178)

- Eight (8) tables each 30"d x 72"w laminate top with steel base and four (4) legs with casters
- Sixteen (16) Task chairs

4.3.13 Lobby (Room 102)

- Seventy-four (74) Chairs – Fully molded, stackable, hard shell – no open back, no arms, metal frame, with four (4) stationary legs – no casters. Chairs will be ganged according to floor plan.
- Two (2) tables each 30"d x 72"w laminate top with four (4) legs on casters

4.3.14 Video Conference Room (Room 123)

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

- One (1) Single pedestal desk – free standing design 24”w x 66”l box/box/file full to floor. Outside and surface panels are made from 1” thick 45 lb. density particle board and covered on both sides with high performance thermally fused laminate. File drawers have full extension steel ball bearing slides, box drawers use $\frac{3}{4}$ extension steel ball bearing slides. Drawers and end panels are edge banded on all four sides to protect clothing and the floor covering. Locks are standard. Drawers are opened with side pulls. Full leg end panels and modesty panel.
- One (1) Task Chair

4.3.15 Family Visitation Room (Room 105)

- One (1) Sofa – Upholstered in vinyl, three (3) seats, minimum of four (4) stationary legs – no casters.
- Two (2) Lounge Chairs – Upholstered in vinyl, with arms not to exceed 32”w, minimum of four (4) stationary legs – no casters.
- One (1) Round Table 48”w x 29”h metal column with cross base
- Four (4) Guest Chairs
- One (1) Bookcase 12”d x 36”w x 48”h laminate with finished back, one (1) stationary shelf and two (2) adjustable shelves, maximum 1” increment between adjustable shelving
- One (1) Coffee table – laminate with four (4) legs, minimum of 42”l x 20”w x 16”h maximum of 48”l x 22”w x 16”h
- One (1) End table – laminate with four (4) legs, minimum of 22”w x 22”d x 20”h maximum of 24”w x 24”w x 20”h
- One (1) credenza – 24”d x 72”w x 29”h with double storage full to the floor, laminate, locking

4.3.16 Storage Room (Room 122)

- Six (6) Shelving Units – 20 gauge steel, six (6) shelves per unit with a minimum load capacity of 1,050lbs per shelf, maximum 1” increment between adjustable shelving, 36”w x 12”d x 85”h

4.3.17 Storage Room (Room 168)

- Eighteen (18) Shelving Units – 20 gauge steel, six (6) shelves per unit with a minimum load capacity of 1,050lbs per shelf, maximum 1” increment between adjustable shelving, 36”w x

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

18"d x 85"h

4.3.18 Storage Room (Room 182)

- Thirteen (13) Shelving Units – 20 gauge steel, six (6) shelves per unit with a minimum load capacity of 1,050lbs per shelf, maximum 1" increment between adjustable shelving, 36"w x 18"d x 85"h
-

4.3.19 Reconfiguration Design & Labor: Vendor shall not be permitted to charge Agencies for layout design services or installation labor for any new furniture installations ordered under this Contract, as those costs are included in the pricing provided under this Contract. However, Vendor shall be permitted to charge Agencies who require the services of the Vendor to reconfigure existing furniture installations. If a reconfiguration results in the purchase of additional furniture, Vendor is not permitted to charge design or installation rates for the newly purchased portion of furniture. Vendor shall provide the following, as part of their bid:

- **Reconfiguration Design:** All-inclusive hourly rate for providing drawings and layout design services for Agencies requesting rearrangement, and/or permanent or temporary dismantling and reinstalling (ie, moving) of existing furniture. Vendor shall quote Agency separate from any quote for purchase of Items. Design Hourly Rate cover 24 hours per day, seven days per week (ie, vendor may not charge a premium rate for performing design work on a weekend, after hours, or on a holiday).
- **Reconfiguration Labor, Regular:** All-inclusive hourly rate for providing labor during the normal business hours of 7:00am to 5:00pm EST, Monday through Friday, excluding State holidays, for rearrangement, and/or permanent or temporary dismantling and reinstalling (ie, moving) of existing furniture.
- **Reconfiguration Labor, Overtime:** All-inclusive hourly rate for providing labor outside the normal business hours of 7:00am to 5:00pm EST, Monday through Friday, and for any labor performed on weekends or State holidays, for rearrangement, and/or permanent or temporary dismantling and reinstalling (ie, moving) of existing furniture.

Hourly rates are firm for the entire life of the Contract.

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

5 CATALOG:

- 5.1 Submission.** Vendor must submit its Catalog prior to award of this contract for evaluation purposes, though it is strongly preferred that Vendor's provide all bid Catalogs with their bid. Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items (to the extent possible if responding only electronically), to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes. If responding to this solicitation in WVOasis, and inclusion or attachment of the bidder's Catalog(s) is not possible (ie, due to file size limitations, etc), bidder should attach a copy of the intended catalog's cover (which shows the name, number, or whatever other identifier for the catalog) to their WVOasis solicitation response; the bidder will be required to supply a full copy of the catalog for bid evaluation. Vendors should clearly note, by either strike-through or cover letter (ie, one for each submitted catalog), what items (or styles, colors, etc) are not available for purchase under the Contract.
- 5.2 Distribution, Post-Award.** Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract. Copies of the Catalog(s) may be requested in an electronic format and should be provided in that format if possible. Vendor's Catalog(s) will be used by Agencies to order Eligible Items under this Contract. Under no circumstances should an Agency be provided with a Catalog different than any catalog approved with the award of this Contract (or updated by subsequent change order).
- 5.3 Catalog Modification.** The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items purchased during the prior life of the Contract (to the date of the request) that are being removed, Contract Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog as replacements for the Items being removed, and the Contract Unit Price of those items; (3) all changes in the Contract Unit Price to Eligible Items that have been purchased during the prior life of the

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

Contract, quantities of these purchased Eligible Items, and the total net impact of the price change for the purchase Items; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

6 ORDERING AND PAYMENT:

- 6.1 Design, Layout and Quote:** State Agencies shall work directly with the successful Vendor to design their required office spaces. Vendor shall provide the Agency with a Layout (floor plan) of the furniture installation within ten (10) business days of the Agency contacting the Vendor, or must propose a schedule for completion of the design/layout to be approved by the Agency. Layout must clearly show the individual components needed to fulfill the Delivery Order. After the Agency approves the layout with the Vendor, Vendor shall create a Quote for all items covered in the Layout, based solely on the Eligible Items from the awarded Catalog(s). This quote must be provided to the Agency no later than five (5) working days after the Agency communicates to the Vendor its approval of the layout. The Quote must be itemized to show all items to be provided on the Delivery Order; must reference the Catalog Name/Number, the Catalog Page Number, the Catalog Price, the Discount Percentage, the item Type, and the Contract Price; must show the Quantity required to complete the installation; must include a Total Quote Amount; must reference the awarded Contract number; and must be signed and dated by the Vendor. Agency must include a copy of this quote with all Delivery Orders (Agency and Centralized) and subsequent invoices. No additional fees may be charged by the vendor for design, layout or creation of quotes, nor for the labor for installing any new furniture purchases. The hourly labor rates provided for in Section 4.3.19 will apply to furniture reconfigurations. Design, layout, and quotes for any reconfigurations are required to be completed within the same timeframes for new furniture purchases, as aforementioned.
- 6.2 Ordering:** Vendor shall accept delivery orders by regular mail, facsimile, e-mail, or any other written forms of communication, including WVOasis, as applicable. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

6.2.1 Agency Delivery Orders: State Agencies shall issue Agency Delivery Orders for any orders not exceeding \$25,000.00. Agency Delivery Orders shall not be split so as to circumvent this limit. State Agencies shall be able to transmit these orders to the Vendor in the manners listed above.

6.2.2 Centralized Delivery Orders: For orders in excess of \$25,000.00, State Agencies shall submit Centralized Delivery Orders to the State Purchasing Division. No Centralized Delivery Order may be placed by the Agencies without the prior approval of the State Purchasing Division.

6.3 Invoicing and Payment: Vendor shall indicate their Part Number, the Catalog Price, the applied Discount %, and Contract Unit Price, the awarded Contract number, and the Ship-To address, Bill-To address and the individual Delivery Order number on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

7 DELIVERY AND RETURN:

7.1 Delivery Time and Place: Vendor shall deliver all orders (whether new or reconfigurations) within sixty (60) calendar days after orders are issued. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to and installed at the Agency address specified when the order is placed.

7.2 Installation: If Vendor is unable to complete installation of the delivered Items also within sixty (60) calendar days after the order is issued, Vendor shall, within sixty (60) calendar days after the order is issued, provide Agency with a schedule for delivery and installation, which must be agreed upon by the Agency.

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

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

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

first obtain approval of the Purchasing Division.

- 7.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.5 Inside Delivery:** The Vendor is to provide all labor and equipment to deliver, uncrate, assemble (if required), set in place ready for Agency to use in desired location as determined by the layout and purchasing Agency, and to remove all packaging materials from the job site. The Vendor is to coordinate the installation with the Agency's contact person for the installation (Agency should include name and contact information of contact person on every Delivery Order).
- 7.6 Return of Unacceptable Items:** Items that Agency deems damaged or incorrectly delivered due to Vendor error in fulfilling the Delivery Order shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

8 VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract.

- 8.1.1** Failure to provide Eligible Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.
- 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4** Failure to remedy deficient performance upon request.

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

REQUEST FOR QUOTATION
CRFQ 0506 HHR1500000002 Furniture and Accessories Contract

- 8.2.1 Immediate cancellation of the Contract.
- 8.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3 Any other remedies available in law or equity.

9 MISCELLANEOUS:

- 9.1 **No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the RFQ or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
- 9.2 **Vendor Supply:** Vendor must be capable of acquiring and providing sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
- 9.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: JENNIFER B. KIRKPATRICK
Telephone Number: 304 344 1231
Fax Number: 304 344 1262
Email Address: jkirkpatrick@cguni.com

SYSFURN15B Systems Furniture Pricing Page

Please complete the below pricing sheet to include with your bid, as follows:

Catalog Number:	Provide the number of the manufacturers catalog from which Catalog Price is taken; must match catalog included with bid.
Catalog Page Number:	Provide the Page Number for the specific catalog item bid for this line; must match page number of catalog included with bid.
Manufacturer:	Provide the name of the manufacturer for item bid for this line.
Manufacturer Part No.:	Provide the manufacturer's part number (or catalog part number) for the item being bid for this line.
Catalog Price:	Provide the price listed in the catalog; must exactly match price found in previously listed catalog number.
Discount %:	Provide the discount percentage being bid for this line's manufacturer; note: vendors may bid only one (1) unique discount percentage for each Type.
Type:	Describes the Type of Item, as specified in the Specifications document of the Request for Quotation
Vendor Part No.:	Provide the bidding vendor's part number for the item bid for this line; if same as manufacturer's, "same" is an acceptable response.
Contract Unit Price:	Provide the price for which this item will be sold under the awarded contract; THIS PRICE MUST MATCH CATALOG PRICE WITH LISTED DISCOUNT %.
Contract Hourly Rate	Contract Unit Prices for Items whose Description is exactly identical on this Pricing Page must be equal. Contract Hourly Rate of Design or Installation Labor for Reconfigurations Only (Contract Unit Price will be entered as Commodity Lines 2, 3, 4 if responding in WVOasis)

Description	Estimated Quantity	Catalog Number	Catalog Page No.	Manufacturer	Manufacturer Part No.	Catalog Price	Discount %	Type	Vendor Part No.	Contract Unit Price
Shelving Units – 20 gauge steel, six (6) shelves per unit with a minimum load capacity of 1,050 lbs per shelf, 1" increment shelving, 36"w · x 12"d x 85"h		SAFCO	1	SAFCO	6250/6256	279.00	23.60	IS	SAME	213.16

Description	Estimated Quantity	Catalog Number	Catalog Page No.	Manufacturer	Manufacturer Part No.	Catalog Price	Discount %	Type	Vendor Part No.	Contract Unit Price
Shelving Units – 20 gauge steel, six (6) shelves per unit with a minimum load capacity of 1,050 lbs per shelf, 1" increment shelving, 36"w x 18"d x 85"h		SAFCO	1	SAFCO	6252/6256	305.00	23.60	IS	SAME	233.02

Description	Estimated Quantity	Catalog Number	Catalog Page No.	Manufacturer	Manufacturer Part No.	Catalog Price	Discount %	Type	Vendor Part No.	Contract Unit Price
Shelving Units – 20 gauge steel, six (6) shelves per unit with a minimum load capacity of 1,050 lbs per shelf, 1" increment shelving, 36"w · x 18"d x 85"h		SAFCO	1	SAFCO	6252/6256	305.00	23.60	IS	SAME	233.02

[illegible]

HEAVY-DUTY COMMERCIAL STEEL SHELVING

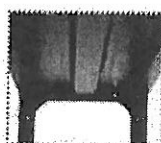
Lights! Camera! Action! The box beam shelf design and double-sided compression clips support loads up to 750 lbs. per shelf (based on a 36"W x 12"D shelf evenly loaded). Shelves can be easily repositioned in one-inch increments. Features corner brackets and hat channel. Durable Dark Gray finish.



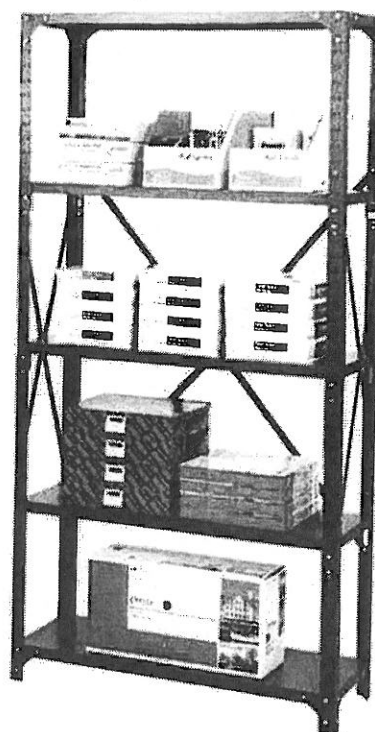
DESCRIPTION	MODEL #	# OF SHELVES	W x D x H
Commercial Shelf Unit	6263	5	36 x 12 x 75"
Commercial Shelf Unit	6266	5	36 x 18 x 75"
Commercial Shelf Unit	6267	5	36 x 24 x 75"
Commercial Shelf Unit	6268	6	36 x 12 x 75"
Commercial Shelf Unit	6269	6	36 x 18 x 75"
Commercial Shelf Unit	6270	6	36 x 24 x 75"



CORNER BRACKETS HELP PREVENT ROCKING AND IMPROVE STABILITY.



HAT CHANNEL INCREASES OVERALL STRENGTH. HELPS PREVENT BOWING AND DEFLECTION DUE TO OVERLOADING.



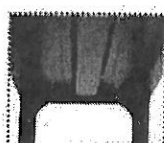
HEAVY-DUTY INDUSTRIAL STEEL SHELVING

Strung arm the competition. The box beam shelf design with double-sided compression clips support loads up to 1250 lbs. per shelf (based on 36"W x 12"D shelf evenly loaded). The shelves also lock into place, but can easily be repositioned in 1" increments to handle items of any size. Six shelves per pack. Post Kit includes four 85" high posts (must be ordered with each Shelf Pack). Features corner brackets and hat channel. Durable Dark Gray finish.

DESCRIPTION	MODEL #	# OF SHELVES	W x D
Industrial Shelf Pack	6250	6	36 x 12" Shelf
Industrial Shelf Pack	6251	6	48 x 12" Shelf
Industrial Shelf Pack	6252	6	36 x 18" Shelf
Industrial Shelf Pack	6253	6	48 x 18" Shelf
Industrial Shelf Pack	6254	6	36 x 24" Shelf
Industrial Shelf Pack	6255	6	48 x 24" Shelf
Industrial Post Kit	6256		1 1/2 x 1 1/2 x 85"



CORNER BRACKETS HELP PREVENT ROCKING AND IMPROVE STABILITY.



HAT CHANNEL INCREASES OVERALL STRENGTH. HELPS PREVENT BOWING AND DEFLECTION DUE TO OVERLOADING.



6250/6256 36"Wx12"Dx85"H Shelving Unit

\$279.00 list

6252/6256 36"Wx18"Dx85"H Shelving Unit

\$305.00 list