

September 15, 2006

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

Re: RFQ SYSFURN07

Dear Betty,

Trendway Corporation is pleased to offer the State of West Virginia this proposal for Office Furniture in response to RFQ SYSFURN07.

We are bidding Trendway Choices, Contrada, Trendwall, Seating and Intrinsic lines as most appropriate to your supplied specifications. Our products are compliant with the required test standards and meet the overall intent of the specifications.

We are represented in West Virginia by our sales organization, Binford and Associates and a statewide network of authorized dealers to provide sales and services to the various state agencies. Trendway also has an in-house staff of designers and installers to assist our dealers and sales force when needed.

Thanks for the opportunity to present this bid and please call me if you need anything else.

Sincerely,



Keeley Boeve
Contract Administrator



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

Request for Quotation

RFO NUMBER	AUG 27 2006	PAGE
SYSFURN07		1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETTY FRANCISCO 304-558-0468

VENDOR

Trendway Corporation
 Keeley Boeve
 P. O. Box 9016
 Holland, MI 49422-9016

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/27/2006				

BID OPENING DATE: 09/20/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM # 01						
1. IF MANUFACTURER SIMPLY CHANGES THE CODES OR THE NUMBERING SYSTEM IDENTIFYING PRODUCTS, THOSE CHANGES WILL BE ACCEPTED WHEN THEY OCCUR. NOTE: IF ANY PRICING CHANGES OCCUR WITH THIS CHANGE, THEY WILL ONLY BE ACCEPTED AT RENEWAL. ANY CHANGE OF MODEL NUMBERS ACCEPTED MUST INCLUDE ENTIRE REPLACEMENT OF THE PRICING BOOK/CD/ETC. NO PARTIAL LIST OF ITEMS IN CATALOG, ETC. SHALL BE ACCEPTED.						
2. SPECIFICATIONS, REVISED 8/24, ARE ATTACHED.						
3. THE MAXIMUM RATE OF \$30.00/HOUR APPLIES TO BOTH DESIGN AND LABOR FOR REARRANGEMENT. NO LABOR FEE WILL BE PERMITTED WITH NEW INSTALLATION.						
4. SECTION D - GENERAL REQUIREMENTS FOR FILING CABINETS: PREVIOUSLY REQUESTED "PRICING". THAT HAS BEEN DELETED FROM THE REVISED SPECIFICATIONS. NOTE: BIDDERS SHOULD LIST THE CLASS OF ALL FILE CABINETS BID, A, B, OR C.						
5. PROOF OF INSURANCE AND WORKER'S COMPENSATION SHALL BE REQUIRED PRIOR TO ANY AWARD.						
6. IT WAS REQUESTED THAT THE USERS BE REQUIRED TO PERFORM ROUTINE MAINTENANCE. THIS REQUEST IS DENIED. THE POTENTIAL FOR THE USER TO DAMAGE THE SYSTEM FURNITURE AND THEREBY VOID THE WARRANTY IS TOO GREAT. CONTRACT HOLDER WHO IS AWARDED AND SUPPLIES THE SYSEM FURNITURE IS RESPONSIBLE FOR ALL MAINTENANCE.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Keeley Boeve</i>	TELEPHONE 616-399-3900	DATE 09/15/06
TITLE Contract Administrator	FON 38-1864337	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

**STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET**

Buyer:

Page

Req. or P. O. No.:

Vendor: Trendway Corporation

Spending Unit:

Requisition No.: _____

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1 X

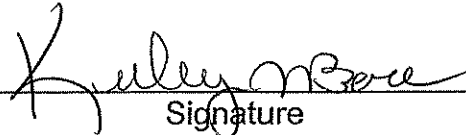
No. 2

No. 3

No. 4

No. 5

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.


Signature

Trendway Corporation
Company

09/15/06
Date

A F F I D A V I T**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

EXCEPTION:

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

LICENSING:

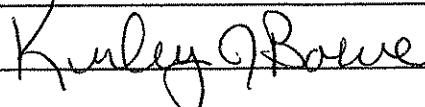
The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Trendway Corporation

Authorized Signature:  Date: 09/15/06

Certification

ABATMNT07

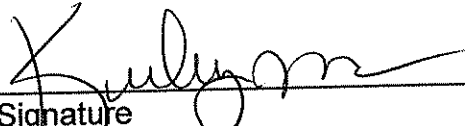
By submitting a signed bid for SYSFURN07 – supplying system furniture and other furniture requirements – vendor hereby certifies under penalty of fraud that all mandatory specifications contained in the Request for Quotation are met.

Trendway Corporation
Vendor (Type Name of Company)

PO Box 9016, Holland, MI 49422-9016
Address

Keeley Boeve
Name (Type Name)

Contract Administrator
Title


Signature

09/15/06
Date

Note: No contract shall be awarded prior to receipt of this certification.

Trendway Corporation warrants to the original purchaser that the products described in its price lists, sold after August 1, 2004 will be free from defects in materials and workmanship commencing with the date of initial purchase and continuing for as long as the original owner uses these products. This warranty provides limits on the following products:

	Systems	TrendWall	Seating
10 Year	Electrical Components		Base
5 Year	Drawer Slides Systems Textiles Finishes Electronic Ballasts	Systems Textiles Finishes	Multipurpose Seating (Guest Side, Stack Chairs)
3 Year	Veneer Magnetic Ballasts		Trim Arm Pads Fabric Foam
2 Year	Surface Trends	Surface Trends	Surface Trends
1 Year	Non Standard Product Personal Task Lighting	Non Standard Product	Non Standard Product
Not Covered	Light Bulbs Customers Own Material	Customers Own Material	Customers Own Material

The following exceptions apply to all product lines:

- The Trendway warranty applies to normal three shift office use with exception of seating which is a single shift and maximum weight limit of 250 lbs.
- Damage caused by improper treatment of the product including exposure to unusual environmental conditions (extreme climates, acids, and moisture)

This comprehensive warranty applies to all products installed by a Trendway authorized installer. Trendway will repair, or at its option, replace defective merchandise, free of charge, which, when used normally and pursuant to Trendway's published instructions, and applicable planning guide information, prove to be defective within the period stated. This remedy is expressly agreed to be exclusive as a condition of sale. No person is authorized to assume for Trendway any warranty liability, except as expressly set forth in this paragraph, or set forth in writing by an authorized officer of the company at its headquarters in Holland, Michigan.

Any and all labor chargebacks must be pre-approved by Trendway's Customer Care Manager in writing.

This warranty does not apply to damage resulting from accident, alteration, transport, or misuse, as well as damage from normal wear and tear such as dents, nicks, scratches, fading and improper maintenance.

Natural variations occurring in materials such as wood and leather are not considered defects, and Trendway does not warrant the matching of colors, grains, textures or colorfastness of these materials.

Trendway provides a three-year warranty on veneer products for quality and craftsmanship. Due to the natural properties of wood, the following are not covered under this warranty:

- Changes in wood color resulting from exposure to light or aging
- Natural color variation between wood veneer and solid wood pieces
- Natural color variation resulting from veneer lay-up
- Natural variation in wood grain or the presence of character marks
- Normal wear and tear
- Exact matching to swatch cards

Trendway makes no warranty to purchasers who acquire products for personal, family, or household purposes, or to purchasers acquiring the product other than directly from Trendway Corporation, its authorized dealers, or others who are specifically authorized by Trendway to sell such products. Trendway's liability with respect to its products shall not exceed that expressly set forth above irrespective of the theory upon which a claim might be based, including negligence. Under no circumstances shall Trendway be liable for incidental or consequential damages. Original product label must be attached to the product in question.

The warranty period is not interrupted or prolonged by the performance of a service under the terms of the warranty. There are no other warranties except as expressly set forth above, either express or implied, including any warranty of design, merchantability or fitness for any purpose.

This warranty supersedes all previously printed Trendway warranties.