

**Response to:**

**Invitation to Bid**

**#765**

**Appliances**

**Televisions and Microwaves**

**Prepared For:**

**West Virginia Division of Natural Resources**

**Prepared and Offered By:**



**1000 Lowe's Boulevard**

**Mail Code: A3ECS**

**Mooreville, North Carolina 28115**

**Email: [GovMilAccounts@Lowe.com](mailto:GovMilAccounts@Lowe.com)**

**March 2, 2010**



Doc #D  
Store 675  
# 765

**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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

**Request for  
Quotation**

DNR210133

1

FRANK WHITTAKER  
304-558-2316

RFQ CDPY  
TYPE NAME/ADDRESS HERE  
Lowe's Home Centers, INC ]  
1605 Curtis Bridge Road  
Wilkesboro, NC 28697

DIVISION OF NATURAL RESOURCES  
TWIN FALLS RESORT  
ATTN: PARK SUPERINTENDENT  
RT. 97, PO BOX 667  
MULLENS, WV  
25882 304-294-6000

02/03/2010		03/03/2010		BID OPENING TIME 01:30PM	
0001	LS	840-60	*See final page for total		
TELEVISIONS AND APPLIANCES					
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE APPLIANCES AND TELEVISIONS FOR TWIN FALLS STATE PARK, PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST VE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 01/14/2010. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON March 31, 2010 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>					
Vaughn Hayes		Vaughn Hayes		704-757-4141	
Sr. V. President		56-0748358		3-1-2010	

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

*Handwritten initials*



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

**Request for Quotation**

DNR210133	2
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FRANK WHITTAKER  
 304-558-2316

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
 Lowe's Home Centers, Inc  
 1605 Curtis Bridge Road  
 Wilkesboro, NC 28697

**DIVISION OF NATURAL RESOURCES**  
**TWIN FALLS RESORT**  
**ATTN: PARK SUPERINTENDENT**  
**RT. 97, PO BOX 667**  
**MULLENS, WV**  
**25882**      **304-294-6000**

<b>02/03/2010</b>		<b>03/03/2010</b>		<b>BID OPENING TIME 01:30PM</b>	
<p><b>RENEWAL:</b> THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p><b>CANCELLATION:</b> THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p><b>OPEN MARKET CLAUSE:</b> THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p><b>QUANTITIES:</b> QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p><b>ORDERING PROCEDURE:</b> SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY.</p>					
Vaughn Hayes		Vaughn Hayes		704-757-4141	
Sr. V President		FEN 56-0748358		3-1-10	

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



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

**Request for  
 Quotation**

DNR210133	5
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FRANK WHITTAKER  
 504-558-2514

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**  
 Lowe's Home Centers, Inc  
 1605 Curtis Bridge Road  
 Wilkesboro, NC 28697

**DIVISION OF NATURAL RESOURCES  
 TWIN FALLS RESORT  
 ATTN: PARK SUPERINTENDENT  
 RT. 97, PO BOX 667  
 MULLENS, WV  
 25882 304-294-6000**

<b>02/03/2010</b>		<b>03/03/2010</b>		<b>BID OPENING TIME 01:30PM</b>	
<p>MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p><b>BANKRUPTCY:</b> IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p><b>LOCAL GOVERNMENT BODIES:</b> UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>					
<p><i>Vaughn Hayes</i>          Sr. V President</p>		<p>Vaughn Hayes          56-0748358</p>		<p>704-757-4141          DATE 3-1-10</p>	
ADDRESS CHANGES TO BE NOTED ABOVE					

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



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

**Request for  
 Quotation**

RFQ NUMBER	DNR210133
PAGE	4

ADDRESS CHANGES TO BE NOTED ABOVE
FRANK WHITTAKER 304-558-2316

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
 Lowe's Home Centers, Inc  
 1605 Curtis Bridge Road  
 Wilkesboro, NC 28697

**DIVISION OF NATURAL RESOURCES**  
**TWIN FALLS RESORT**  
**ATTN: PARK SUPERINTENDENT**  
**RT. 97, PO BOX 667**  
**MULLENS, WV**  
**25882 304-294-6000**

DATE PRINTED	02/05/2010
BID OPENING DATE	03/03/2010
BID OPENING TIME	01:30PM
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130	
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:	
SEALED BID	
BUYER:	44
RFQ. NO.:	DNR210133
BID OPENING DATE:	03/03/2010
BID OPENING TIME:	1:30 PM
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:	
336-651-3300	
CONTACT PERSON (PLEASE PRINT CLEARLY):	
Neil Smith/ Jean Crawford	
BUYER'S NAME	V. V. President
TELEPHONE	704-757-4141
DATE	3-1-10
FAX	56-0748358
ADDRESS CHANGES TO BE NOTED ABOVE	

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

DNR210133

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**Twin Falls Resort State Park**  
**Guest Room Appliances, Televisions, and Accessories -**  
**Open End Contract**

The West Virginia Division of Natural Resources is requesting bids for the purchase, assembly, and set up of guest room appliances, televisions, and accessories for its new twenty-seven (27) guest room addition and twenty (20) existing guest rooms at Twin Falls Resort State Park. All items are to be F.O.B. Destination. Freight or delivery charges must be included in the price of the goods. Delivery must be made within thirty (30) days of purchase order award.

**General Specifications:**

Guest room appliances, televisions, and accessories must be manufactured for commercial contract hospitality use. All items must be new.

**Information for Bidders:**

Bidders must submit a unit price bid for each item to furnish all items specified. Partial and/or conditional bids will not be considered.

**Basis of Award:**

The contract will be awarded to the lowest qualified bidder submitting the lowest bid for all guest room appliances, televisions, and accessories stipulated on the bid schedule and in complete accordance with all specifications stipulated herein.

**Coordination:**

Vendor must coordinate shipping and receiving with the West Virginia Division of Natural Resources, Twin Falls Resort State Park. Vendor must notify the park not less than seventy-two (72) hours in advance as to the exact date and time of delivery.

**Delivery, Storage and Handling:**

The successful Vendor must deliver and handle all items according to Manufacturer's recommendations, including means and methods that will prevent damage, deterioration, and loss. Goods must be delivered in the Manufacturer's original sealed containers complete with labels and instructions for handling, storage, unpacking, protecting, and installing. The owner must supply labor to inspect the goods upon delivery, to ensure compliance with the purchase order, and to ensure all items are undamaged and protected against damage. All items must be stored according to Manufacturer's recommendations and in an order that will facilitate

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**Twin Falls Resort State Park  
Guest Room Appliances, Televisions, and Accessories  
Open End Contract**

inspection and measurement of quantity. All Items must be stored using means and methods that will prevent damage, deterioration, theft, or other loss. All items must be stored within a range of temperature and humidity as required by the Manufacturer's Instructions.

**Assembly and Set-Up:**

The successful Vendor must assemble when necessary and set up guest room appliances, televisions, and accessories purchased under this Purchase Order on-site according to manufacturer's guidelines. Vendor must assemble and set-up all guest room appliances, televisions, and accessories in appropriate locations within the Lodge as directed by the Owner. Vendor must clean-up work area and dispose of boxes, packaging materials and installation debris.

The Owner will conduct a pre-assembly and set-up details walk-through prior to the actual assembly and set-up. The Vendor must coordinate this meeting with the Superintendent of Twin Falls Resort State Park.

**Damaged Items:**

All items must be inspected by the Owner subsequent to delivery to ensure that each item is not damaged or defective. Damaged or defective items must be rejected, removed, and replaced at no additional expense to the Owner.

**Project Closeout:**

Vendor must provide an inventory list of all items received and accepted. Vendor must provide the manufacturers recommendations for maintenance and cleaning.

**Applications for Payment:**

Vendor must submit Applications for Payment upon completion of work for all guest room appliances, televisions, and accessories delivered and accepted and upon completion of project closeout requirements.



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Twin Falls Resort State Park  
Guest Room Appliances, Televisions, and Accessories  
Open End Contract

**Other Government Bodies:**

Unless otherwise stated in the response, the vendor agrees to extend the same prices, terms and conditions to other government bodies. If the vendor does not wish to extend the same prices, terms and conditions to other government entities, it must be clearly stated in the response to such refusal. Such refusal shall not prejudice the award of this contract in any way.

**Warranty:**

All guest room appliances, televisions, and accessories must be guaranteed to be free of defects in workmanship and material for a minimum of one (1) year from date of acceptance. However, if manufacturer warranty periods are longer than the required minimum one year warranty, those warranties shall apply.

**Microwave Oven**

Sanyo 800W, 0.7 Cubic Feet Compact Microwave, or equal. Microwave must meet the following specifications:

- 800W minimum;
- 0.7 cu. Ft. minimum;
- Must include a minimum of eight (8) direct access keys;
- Must include a minimum of ten (10) power levels (defrost by eight (8) and time frost keys included);
- Must have a digital display;
- Must have child safety lock;
- Must have a minimum 9 ½ inch diameter glass and a turn table with minimum dimensions of 17" W X 10 ½" H X 12 ½" D;
- Must be Underwriters Laboratories® listed. Underwriters Laboratories® is defined as a standard safety requirement; and
- Color must be black to match the décor of the park.

DNR210133

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Twin Falls Resort State Park  
Guest Room Appliances, Televisions, and Accessories  
Open End Contract

**Refrigerator/Freezer**

Sanyo 3.6 cubic feet refrigerator/freezer, Model Number SR-3620K, or equal.  
Refrigerator/freezer must meet the following specifications:

- Must be Energy Star Compliant;
- Smooth back dimensions must be a minimum of 18 5/8" W x 33 1/2" H x 19 7/8" D;
- Must have the reversible round door design;
- Must have a minimum of three (3) adjustable wire shelves;
- Must have ice compartment with ice tray;
- Must have full range temperature control;
- Must have triple deck door storage;
- Must have full width freezer;
- Must have a minimum of two (2) leveling legs;
- Must have a minimum of 115V AC;
- Must be Underwriters Laboratories® listed. Underwriters Laboratories® is defined as a standard safety requirement; and
- Color must be black to match the décor of the park.

**LCD HD Television**

Samsung 32" LCD HD TV, or equal. Television must meet the following specifications:

- Must be Energy Star Compliant;
- Must be commercial grade;
- Screen size must be a minimum of 32";
- Must have PPV capabilities;
- Must have USB 2.0 and HDMI-CEM interfaces;
- Must have AV (audio/video) ports;
- Must have the ability to be clone programmed;
- Must have a minimum resolution of 1080p high definition resolution, and SRS surround sound;
- Must be able to accommodate 60hz video;
- Must be Underwriters Laboratories® listed. Underwriters Laboratories® is defined as a standard safety requirement;
- Color must be black to match the décor of the park; and
- Must include universal remote control.

DNR210133

8

Twin Falls Resort State Park . . . . .  
Guest Room Appliances, Televisions, and Accessories  
Open End Contract

**Television Wall Mounts**

Pivot wall mount, Peerless Model # SP740P, or equal. Universal tilt wall mount, Peerless Model # ST640, or equal.

- Mount must accommodate LCD HD television specified in the vendor's bid response.



DNR210133 - Twin Falls Resort State Park  
Purchase, Assembly, and Set Up of Guest Room Appliances, Televisions, and  
Accessories Open End Contract 10  
**MANUFACTURER'S LIST**

Item	Description	Manufacturer	Item No.
1	Sanyo 800W, 0.7 cubic feet compact microwave, or equal.	Sanyo	EMS-2588B
2	Sanyo 3.6 cubic feet refrigerator/freezer, Model #SR-3620K, or equal.	Sanyo	SR-3620K
3	Samsung 32" LCD HD TV, or equal.	LG	32LH250H
4	Pivot wall mount, Peerless Model #SP740P, or equal.	Sanus	MF209-B1
5	Universal tilt wall mount, Peerless Model #ST540, or equal.	Sanus	ML22-B1

DNR210133

Twin Falls Resort State Park  
 Guest Room Appliances, Televisions, and Accessories  
 Purchase, Assembly and Set-Up  
 Open End Contract  
**PRICING SHEET**

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\*\*UNIT PRICE

Item No.	Estimated Quantity	Description	Unit Price	Amount
1	27	Sanyo 800W, 0.7 cubic feet compact microwave, or equal.	89.99	2429.73
2	27	Sanyo 3.6 cubic feet refrigerator/freezer, Model #SR-3620K, or equal.	210.00	5670.00
3	27	Samsung 32" LCD HD TV, or equal.	843.87	22,784.49
4	3	Pearless Model #SP740P, Pivot wall mount, or equal.	69.15	207.44
5	27	Pearless Model #ST640, Universal tilt wall mount, or equal.	40.64	1097.15
		<b>TOTALS</b>		32,188.84

The quantities listed above are for bid evaluation purposes only.  
 Actual quantities may differ.



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

**Request for  
Quotation**

DNR210133	1
FRANK WHITTAKER 304-558-2316	

**RFQ COPY**

**TYPE NAME/ADDRESS HERE**

Lowe's Home Centers, Inc  
1605 Curtis Bridge Road  
Wilkesboro, NC 28697

**DIVISION OF NATURAL RESOURCES  
TWIN FALLS RESORT  
ATTN: PARK SUPERINTENDENT  
RT. 97, PO BOX 667  
MULLENS, WV  
25882 304-294-6000**

02/07/2010		03/03/2010		01:30PM	
***** ADDENDUM NO. 1 *****					
THIS ADDENDUM IS ISSUED TO CORRECT AN ERROR CONCERNING THE DEADLINE FOR TECHNICAL QUESTIONS. THE DEADLINE FOR TECHNICAL QUESTIONS IS CHANGED FROM 01/16/2010 TO 02/16/2010.					
0001	1	LS	640-60	**UNIT PRICE IS ON PRICE SHEET INCLUDED	*
TELEVISIONS AND APPLIANCES					*
***** THIS IS THE END OF RFQ DNR210133 ***** TOTAL:					32,188.81
Sr. V President		56-0748358		704-757-4141	
				DATE 3-1-10	

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

Approved by Legal Dept   
VP Approval

Addendum A

Lowe's Home Centers, Inc.  
Charleston, WV -- Store # 675

State of West Virginia  
Department of Administration  
Purchasing Division  
Request for Quotation DNR210133

**Further Information, Vendor Preference Certificate**

A Vendor Preference Certificate is not included as part of this bid as none of the subdivisions of this certificate apply to Lowe's Home Centers, Inc. (Lowe's). However, Lowe's requests a vendor preference for operating eighteen (18) stores within the State of West Virginia. Lowe's certifies that during the life of the contract, Lowe's will employ a minimum of one hundred West Virginia State residents.

**Revised Language, Purchasing Affidavit**

The Purchasing Affidavit has been revised to indicate that Lowe's Home Centers, Inc. (Lowe's) affirms and acknowledges after reasonable due diligence and to the best of its knowledge and belief, the information in the affidavit and compliance with the requirements as stated. This modified language is necessary based upon the difficulty of a large corporation such as Lowe's certifying with 100% accuracy that not more than \$1000 in debt is owed to the State of West Virginia at any given point in time.

**Pricing**

The prices contained in this bid are only effective for a period of thirty (30) days from bid opening date, Mar 3, 2010. Following that thirty day period, and throughout the term of the contract, Lowe's Home Centers, Inc. (Lowe's) reserves the right to increase its prices in the event that Lowe's receives a price increase from its vendor. Prices to the State of West Virginia will be increased by the same percentage as the increase paid by Lowe's to its vendor. Similarly, in the event of a price decrease, prices to the State of West Virginia will be decreased by the same percentage as the decrease paid by Lowe's to its vendor.





Please consider Lowe's programs and services outlined below when reviewing our proposal. Thank you for the opportunity to earn your business.

#### **Dedicated, Service Driven Sales Specialists**

Our Commercial Team is here to assist you in your purchasing needs. Depend on us to provide you the items you need, when you need it. With our Low Price Guarantee, rest assured saving your business money is our number one priority as we are committed to providing the lowest prices in town.

#### **Lowe's Business Credit**

Lowe's is committed to offering you the easiest, most convenient business credit program anywhere. Our business credit offers easy-to read itemized billing; secure online account management, customized account setup and employee spending control. In addition to the great benefits mentioned, we also provide a discounted delivery rate when you purchase with a Lowe's Business Account (LBA) or Lowe's Account Receivable (LAR). *Contact us for a reduced delivery rate.*

#### **Quote Support Program (QSP):**

Lowe's Quote Support Program is designed to give volume discounts on orders totaling \$2500.00 or more depending on the material you are requesting. Let us submit your order to the Quote Support Team at our Customer Service Center to see what volume savings are available. Have a large project but not ready for the material? Its ok, with the Quote Support Program, pricing is good for 30 days.

#### **Phone/Fax/Order Online Program:**

At Lowe's, we understand that time away from the jobsite means money lost for your business. With the Phone/Fax/Order Online Program, Commercial Customers have the option of submitting an order via fax, calling in an order to the Commercial Sales Desk, and even placing an order online via [www.Lowesforpros.com](http://www.Lowesforpros.com). *Contact us to request a "Phone/Fax/Order Online Worksheet" to assist you in completing your order requests. Note: Certain conditions apply, see store for details.*

#### **LowesForPros.com**

Visit [LowesForPros.com](http://LowesForPros.com) to access special offers exclusively for the pros, industry articles, construction calculators, account management, and much more. You can also access Lowe's Property Management System and Lowe's Quotation Center for faster service.

#### **Maintenance Supply Rack Program:**

Utilize the Maintenance Supply Rack Program to help keep your business in stock. With an initial supply purchase of just \$150 or more, we will provide you a 5 shelf metal rack to stock your items for only a penny! We also provide labels for your racks to track inventory that makes reordering a breeze. Our Team will even contact you on a regular basis to inquire on your replenishment needs. Let Lowe's help keep your business in stock.

#### **Contractor Pack Pricing**

Lowe's offers Contractor Pack pricing on over 800 products across the store. Look for the yellow "Contractor Pack" label to save, or stop by the Commercial Sales Desk to review a complete list of Contractor Pack items.

#### **Extended Business Hours**

At Lowe's, we understand that your business may have needs outside of normal business hours. That is why we are open extended hours during the week and open on the weekend to meet your business needs. Operating hours may vary by location. See store for details.

1000 Lowe's Blvd./ Mooresville, NC 28117/Phone: 704-757-4141/Fax: 336-651-3300



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt 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 of 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 instrumentally established by a county or municipality; any separate corporation or instrumentally 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 of business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

Under penalty of law for false swearing (West Virginia Code §81-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Lowe's Home Centers, Inc

Authorized Signature: *Michael Miller* Date: 2/2/2010

State of North Carolina

County of Iredell to-wit:

Taken, subscribed, and sworn to before me this 2 day of February 2010

My Commission expires September 25, 2012

AFFIX SEAL HERE

NOTARY PUBLIC *Angel Friesinger McCarter*

**ANGEL FRIESINGER MCCARTER**  
Notary Public, North Carolina  
Iredell County  
My Commission Expires  
September 25, 2012

Purchasing Affidavit (Revised 12/13/09)

Approved by Legal Dept *Da Boy*  
VP Approval *[Signature]*

**AB**