

Response to:

Invitation to Bid

Lowe's of Charleston, WV

Litter Grabbers

Prepared For:

State of West Virginia

Prepared and Offered By:



1000 Lowe's Boulevard

Mail Code: A3ECS

Mooresville, North Carolina 28115

Email: GovMilAccounts@Lowe.com

April 12, 2010



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

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

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

INSTRUCTIONS TO BIDDERS

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



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

Request for Quotation

LITTER10A	1
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JO ANN ADKINS
 506-558-8802

RFQ COPY

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

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

DATE PRINTED		03/16/2010	
BID OPENING DATE		04/14/2010	
BID OPENING TIME		01:30PM	
REQUEST FOR QUOTATION			
<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR AN BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY LITTER GRABBERS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>ATTACHED:</p> <ol style="list-style-type: none"> 1. LITTER10A SPECIFICATIONS, 3 PAGES. 2. LITTER10A PRICING PAGE 3. RESIDENT VENDOR PREFERENCE 4. PURCHASING AFFIDAVIT 			
0001	EA	488-67	see attached price sheet \$ 115,080.00
<p>LITTER GRABBERS</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON April 14, 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>VP Commercial, LLC 56-0748358</p>		704-757-4141	4-12-10
ADDRESS CHANGES TO BE NOTED ABOVE			
WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'			

Approved by Legal Dept. *Kimberly Wells*
 VP Approva: *[Signature]*



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

Request for Quotation

LITTER10A	2
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JO ANN ADKINS
 506-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

ckw



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
LITTER10A

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/16/2010				

BID OPENING DATE: **04/14/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael J. [Signature]</i>	TELEPHONE 704-757-4141 opt 1	DATE 4-12-10
TITLE VP COMMERCIAL SVC	FEIN 56- 0748358	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
 2010 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
LITTER10A

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ADDRESS WHERE RESPONSES SHOULD BE SENT TO
**JO ANN ADKINS
 304-588-8802**

RFQ COPY

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

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

DATE PRINTED	03/16/2010	RFQ NO.	LITTER10A	RFQ NUMBER	LITTER10A
BID OPENING DATE	04/14/2010	BID OPENING TIME	01:30PM		
<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, 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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>					
EXHIBIT 10				REQUISITION NO.: litter10A..	<p>Approved by Legal Dept <i>[Signature]</i> VP Approva: <i>[Signature]</i></p>
SIGNATURE	<i>[Signature]</i>			TELEPHONE	704-757-4141
DATE	4-12-10			ADDRESS RESPONSES TO BE NOTED ABOVE	
VP COMMERCIAL SVC	56-0748358				

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

RFQ NUMBER
LITTER10A

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ADDRESS FOR CORRESPONDENCE TO BE PRINTED OR
**JO ANN ADKINS
304-558-8802**

RFQ COPY

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

RFQ COPY

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

DATE PRINTED 03/16/2010		TERMS OF SALE		RFQ		PAGE	
BID OPENING DATE: 04/14/2010				BID OPENING TIME: 01:30PM			
LINE	QUANTITY	UNIT	UNIT PRICE	DESCRIPTION	TOTAL PRICE	TAXES	REMARKS
<p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE Lowe's Home Centers, Inc COMPANY</p>							
SIGNATURE <i>[Signature]</i>		PHONE 704-757-4141 opt 1		DATE 4-12-10		ADDRESS CHANGES TO BE NOTED ABOVE	
TITLE VP Commercial SVC		FON 56-0748358					

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

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

[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**

RFQ NUMBER
LITTER10A

PAGES
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ADDRESSES OF RESPONDENCE TO THIS RFQ
**JO ANN ADKINS
 304-558-8802**

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

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

DATE: 03/16/2010		RFQ NO: LITTER10A		PAGE: 5	
BID OPENING DATE: 04/14/2010		BID OPENING TIME: 01:30PM			
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: LITTER10A</p> <p>BID OPENING DATE: 04/14/2010</p> <p>BID OPENING TIME: 1:30 PM</p>					
SIGNATURE: <i>[Signature]</i>		TELEPHONE: 704-757-4141 opt 1		DATE: 4-12-10	
TITLE: VP Commercial SVC		FIRM: 56-0748358		ADDRESS CHANGES TO BE NOTED ABOVE	

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

Approved by Legal Dept *[Signature]*
 VP APPROV: *[Signature]*

[Handwritten mark]



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

Request for Quotation

FORM NUMBER LITTER10A	PAGE 6
CORRESPONDENCE TO AGENCY TO: JO ANN ADKINS 304-558-8802	

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

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

DATE PRINTED 03/16/2010	ISSUE/ISSUE DATE 04/14/2010	FORM NO.	FORM TITLE		
BID OPENING DATE: 04/14/2010		BID OPENING TIME: 01:30PM			
LINE	QUANTITY	UNIT	PRICE	FORM NUMBER	AMOUNT
<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 336-651-3300 (304) 926-6678 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Jean Crawford/Neil Smith -----</p>					
***** THIS IS THE END OF RFQ LITTER10A *****					TOTAL: <u>\$115,080.00</u>
SIGNATURE <i>[Signature]</i>		TELEPHONE 704-757-4141 opt 1		DATE 4-12-10	
VP Commercial Svc		FAX 56-0748358		ADDRESS CHANGES TO BE NOTED ABOVE	

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

Approved by Legal Dept *[Signature]*
 VP APPROV. *[Signature]*

[Handwritten mark]

LITTER10A - Specifications

This is a request for quotation to supply litter grabbers to all West Virginia state agencies and political subdivisions.

Award Conditions

The award shall be based on the lowest-cost provider meeting the specifications. The evaluation of this contract shall be done by multiplying the usage figures times the bidder's discounted unit prices. The extended total shall be the basis to determine the low bidder.

Questions

Written questions shall be accepted through close of business (5:00 p.m. EST) on Monday, March 29, 2010. Written questions may be sent via E-mail (preferred), USPS, Fax, courier or hand delivered. Send your questions to:

Purchasing Division
Attention: Jo Ann Adkins
2019 Washington Street, East
Charleston, WV 25305
304-658-4115 - FAX
Jo.a.adkins@wv.gov

All items stating "must" or "shall" are mandatory requirements. Failure to provide or meet any of these mandatory requirements shall be grounds to disqualify the entire quotation.

Samples of all items bid are required. These samples must be received no later than five (5) days after the bid opening date. If bidder wishes to have samples returned, they must include a pre-paid label or other information to have the items returned at vendor's expense. All samples shall be tested. Samples must be capable of picking up a brick without bending the grabber and must also be capable of picking up a dime.

Vendors should furnish detailed specifications and/or descriptive literature with the bid that details the strength and flexibility of the grabber.

Delivery

Successful vendor shall deliver product within 5 working days after receipt of order. If the successful vendor shows a pattern of failure to deliver, or delivery of product, which does not conform to specifications, or breach of any other terms and conditions of the contract, the contract may be subject to immediate cancellation.

KAdkins

LITTER10A - Specifications

Product Specifications

36" Heavy Duty Commercial Grade Grabber-

Ergonomic handle with trigger pull action.

Durable aluminum and/or stainless steel construction that will not rust.

1" Diameter replaceable rubber gripper cups.

Grabber must be light weight, weighing 12 ounces or less.

Grabber must be capable of picking up objects as small as a dime or heavy as an 8 lb. brick.

Hand grip must be enclosed to prevent pinching or injury to hand.

Manufacture Warranty no less than one (1) year.

32" Regular / Light Duty Grabber-

Ergonomic handle with trigger pull action.

Durable aluminum and/or stainless steel construction that will not rust.

1" Diameter replaceable rubber gripper cups.

Grabber must be lightweight, weighing 12 ounces or less.

Grabber must be capable of picking up objects as small as a dime or heavy as a 5 lb. brick.

Hand grip must be enclosed to prevent pinching or injury to hand.

Manufacture Warranty no less than one (1) year.

Pricing Page

Bidders must complete the enclosed pricing page. The prices shown shall be firm for the life of the contract.

Karl

LITTER10A - Specifications

Vendor shall list the name, physical address, phone number and e-mail address of the zone manager, factory representative, or other individuals who will coordinate orders on the contract.

Bidders shall sign the certification indicating they meet all requirements of this request for quotation. Such certification is required prior to issuance of any contract.

Kh

** Warranty- Satisfaction guaranteed if not satisfied with this product return with purchase receipt for refund

LJTTT10A - Pricing Page

Item	Quantity	Unit Price	Total	Min Order Qty
36" Heavy Duty Grabber/Pistol Grip	2,000	12.84	\$25,680	no min
32" Regular/Light Duty Grabber	7,500	11.92	\$89,400	no min
Rubber caps ***	200	0	0	n/a
TOTAL:			\$115,080.00	

**Rubber grippers are not utilized- molded in rubber grips are used and would not require replacement. *Grabber must weigh less than 12 ounces each.

Vendor Contract Coordinator

Name: Neil Smith
 Address: 5750 MACCORKLE AVE SE CHARLESTON, WV 25304
 Phone No.: 304) 926-6700 Cell 304-552-9969
 Fax No. (304) 926-6678
 E-Mail: govnilaccounts@lowes.com
 Store e-mail: neil.a.smith-1@store.lowes.com

**CORPORATE LOCATION CONTACT
 Contact: Jean Crawford
 1000 Lowe's Blvd
 Mooresville, NC 28115
 ph: 704-757-4141 opt 1
 Fax: 336-651-3300

I, Michael J Horn, representing Lowe's Home Centers, Inc (company name)

hereby certify, under penalty of law for fraud, that items priced above meet the specifications of this request for quotation.

Signature/Date: Michael J Horn 4-13-10

Approved by Legal Dept. Kimberly Wells
VP Approve: [Signature]

KHW

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §6A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Lowe's Home Centers Inc

Authorized Signature: [Signature] Date: 4-12-10

State of NC

County of Iredell, to-wit:

Taken, subscribed, and sworn to before me this 12 day of April, 2010

My Commission expires January 20, 2015

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]



Purchasing Affidavit (Revised 12/16/09)

Approved by Legal Dept: [Signature]
VP Approval: [Signature]

[Handwritten mark]

Rev. 09/08

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code, §6A-3-37*. (Does not apply to construction contracts). *West Virginia Code, §6A-3-37*, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

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

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

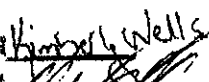

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided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

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

Bidder: Lowe's Home Centers, Inc
Date: 4-12-10

Signature: 
Title: VP COMMERCIAL SVC

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

Approved by Legal Dept 
VP Approva: 



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

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50150, Charleston, WV 25306-0150
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



Statement of Qualifications

ITEM	DESCRIPTION
Company Description	<p>Lowe's has been helping our customers improve their businesses as well as the places they call home for more than 60 years. Lowe's operates more than 1,700 stores in the United States and offers over 40,000 off-the-shelf products (SKUs) and thousands more are available for special orders. Lowe's has over 228,000 team members and for each and every one the number one priority is to deliver the highest level of service. Lowe's is Ranked 47 on the FORTUNE® 500.</p>
Commercial Services	<p>Lowe's is your contracting partner in helping to maintain the agencies you serve.</p> <ul style="list-style-type: none"> • Business Credit For Easy Ordering - Our business credit offers easy-to read itemized billing, secure online account management, customized account setup and employee spending control. Ordering is easy with Lowe's Phone/Fax/Order Online Programs. • Dedicated Account Specialists - Lowe's has a dedicated team of Government Account Specialists focused solely on maintaining the highest level of service and satisfaction for our Government customers. A Lowe's Account Specialist will work closely with your representatives to insure contract compliance, on-time delivery and more. • Environmentally Responsible, Energy Efficient Products - Lowe's is proud of our past performance in promoting products offering the highest standards in energy efficiency. EPA & U.S. Department of Energy / ENERGY STAR® Awards have been given to Lowe's for seven consecutive years. • Maintenance Supply Rack Program: - Help keep your maintenance crews in stock. With an initial supply purchase of just \$150, we provide a 5 shelf metal rack for only a penny! We also provide labels for your racks to track inventory making reorders a breeze. We even contact you regularly to inquire about your replenishment needs. Save time and money by keeping people on-site. • Open 7 Days a Week, Extended Business Hours - You may have needs outside of normal business hours. To answer the call, we are open extended hours during the week and on the weekends. • Delivery - Lowe's has one of the largest fleets of supply and construction delivery vehicles in the business to get customers what they need when they need it. Our delivery fleet runs 7 days a week. • Additional Every Day Savings with Contractor Pack Pricing - Lowe's offers additional savings on over 800 in-stock "buy in bulk" items. Look for the yellow "Contractor Pack" label to save or ask your local Account Representative. • LOWE'S BECOMES FIRST RETAILER FOR 2010 TO WIN ENERGY STAR AWARD FOR SUSTAINED EXCELLENCE IN RETAIL The U.S. Environmental Protection Agency has named Lowe's Companies, Inc. the first winner of the ENERGY STAR Sustained Excellence Award In Retail. The award recognizes Lowe's long-standing leadership as a retailer of energy-efficient products.
Company Designations	<p>CAGE Code: 1HFY9 DUNS: 018810275 CCR / ORCA: Yes - records available on-line</p> <p>PSC Categories: 3220, 4010, 4110, 4310, 4510, 4710, 5110, 5210, 5305, 5510, 5610, 5925, 6115, 6210, 6840, 7125, 7220, 7310, 7910, 8010, 8720</p> <p>FSC Groups: 051, 105, 341, 550, 600, 612, 613, 639, 834</p>
Past Performance	<p>Some current customers include:</p> <ul style="list-style-type: none"> • United States Coast Guard • United States Army • United States Air Force • Maricopa County Housing Authority • Dover Housing Authority • Monroe County Board of Cooperative Educational Services (BOCES) • New Jersey Community Action Association • Alief Independent School District
Point of Contact	<p style="text-align: center;">Neil Smith Commercial Sales Specialist 304-926-6700 Lowe's of Charleston, WV</p>