

**Response to:**

**Invitation to Bid**

**Lowe's of East Charleston, WV**

**Chain link Fence**

**Installation and Material**

**Prepared For:**

**State of West Virginia, Department of Administration.**

**Prepared and Offered By:**



**1000 Lowe's Boulevard**

**Mail Code: A3ECS**

**Mooresville, North Carolina 28115**

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

**May 18, 2010**

RECEIVED

2010 MAY 19 PM 1:18

WV PURCHASING  
DIVISION

2010-05-03

17:38

304-926-6678

06759COMMERCIAL SALE

P 2



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
GSD106445

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RFQ COPY

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

RFQ COPY

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
JOBSITE  
SEE SPECIFICATIONS

304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
04/14/2010						
BID OPENING DATE: 05/19/2010		BID OPENING TIME: 01:30PM				
LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		* Material - 988-15 * Labor	\$46,143.90 \$39,411.10	\$85,555.00
NEW FENCE FOR PARKING LOT AT BLDG#86						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR THE INSTALLATION OF NEW CHAIN-LINK FENCE AT BUILDING #84 (GREENBROOKE BUILDING) LOCATED AT 1124 SMITH STREET IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.						
A MANDATORY PRE-BID WILL BE HELD ON APRIL 29, 2010 AT 1:00 PM AT BUILDING #86 AT THE ADDRESS LISTED ABOVE. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE: <i>Mickel J. Ke...</i>				TELEPHONE: 704-757-4141 opt 1	DATE: 5-18-10	
FIRM: VP Commercial Svc		FAX: 56-0748358		ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'

*EB*



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Department of Administration  
Purchasing Division  
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RFQ NUMBER  
**GSD106445**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**KRISTA FERRELL  
304-558-2526**

RFQ COPY

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

RFQ COPY

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
JOBSITE  
SEE SPECIFICATIONS

304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP W/V	FOB	FREIGHT TERMS
04/14/2010				
BID OPENING DATE: 05/19/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	UNIT PRICE	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID, WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS MAY 5, 2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO THIS PROJECT ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-ID-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 10, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Michael J. ...* TELEPHONE: 704-757-4141 opt 1 DATE: 5-18-10

TITLE: VP Commercial Svc. FBIN 56-0748358 ADDRESS CHANGES TO BE NOTED ABOVE

*ES*



State of West Virginia  
 Department of Administration  
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**Request for  
 Quotation**

RFP NUMBER
GSD106445

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION FOR
KRISTA FERRELL 304-558-2596

ADDRESS

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

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 JOBSITE  
 SEE SPECIFICATIONS  
 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/14/2010				
BID OPENING DATE: 05/19/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	704-757-4141 opt 1	5-18-10
TITLE VP Commercial Svc	56-0748358	ADDRESS CHANGES TO BE NOTED ABOVE

*[Handwritten mark]*



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4

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL
304-558-2596

Auction

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

SPECIAL

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 JOBSITE  
 SEE SPECIFICATIONS

304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/14/2010				

BID OPENING DATE: 05/19/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
COVERAGE REQUIRED IS \$1,000,000.00.  ( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.  (XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.  ( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.  REV. 11/00  EXHIBIT 7  DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS  IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND,						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
<i>Michael...</i>	704-757-4141 opt	5-18-10
TITLE VP Commercial svcs 56-0748358		ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25306-0130

### Request for Quotation

RFQ NUMBER:  
**GSD106445**

PAGE:  
**5**

ADDRESS CORRESPONDENCE TO A VENDOR OR:  
**KRISTA FERRELL  
304-558-2596**

RFQ COPY

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

RFQ COPY

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
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04/14/2010				
BID OPENING DATE: 05/19/2010		BID OPENING TIME: 01:30PM		
LINE	QUANTITY	UOM	UNIT PRICE	AMOUNT
<p>IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]*  
TITLE: VP Commercial SVCS 56-0748358

704-757-4141 opt 1 DATE: 5-18-10

ADDRESS CHANGES TO BE NOTED ABOVE

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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

RFQ NUMBER
GSD106445

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ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL
304-558-2526

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

**DEPARTMENT OF ADMINISTRATION**  
**GENERAL SERVICES DIVISION**  
**JOBSITE**  
**SEE SPECIFICATIONS**  
 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/14/2010				
BID OPENING DATE: 05/19/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 704-757-4141 opt 1 DATE: 5-18-10

TITLE: VP Commercial SVC FAX: 56-0748358 ADDRESS CHANGES TO BE NOTED ABOVE



State of West Virginia  
Department of Administration  
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2019 Washington Street East  
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### Request for Quotation

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PAGE  
**7**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
304-558-2596**

RFQ COPY

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

SHIP TO

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
JOBSITE  
SEE SPECIFICATIONS

304-558-2317

DATE PRINTED <b>04/14/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>05/19/2010</b>	BID OPENING TIME <b>01:30PM</b>			

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 NOS.:</p> <p>NO. 1 ..... XX</p> <p>NO. 2 ..... XX</p> <p>NO. 3 ..... XXX</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE 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><i>Michael [Signature]</i> ..... SIGNATURE</p> <p>Lowe's Home Centers, Inc ..... COMPANY</p> <p>5-18-10 ..... DATE</p> <p>REV. 11/96</p>						

Approved by Legal Dept  
VP Approval *[Signature]*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE **704-757-4141 opt 1** DATE **5-18-10**

VP Commercial Svc IBIN **56-0748358** ADDRESS CHANGES TO BE NOTED ABOVE

*[Handwritten mark]*





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### Request for Quotation

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**8**

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**KRISTA FERRELL  
304-558-2596**

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1605 Curtis Bridge Road  
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394-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/14/2010				

BID OPENING DATE: **05/19/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>CONTRACTORS LICENSE</b>						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME: ...Lowe's Home Centers, Inc.....						
CONTRACTORS LICENSE NO.: ...WV014656.....						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
<b>APPLICABLE LAW</b>						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						
ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Michael</i>	TELEPHONE <b>704-757-4141 opt 1</b>	DATE <b>5-18-10</b>
TITLE <b>VP Commercial Svcs</b> FEN <b>56-0748358</b>		ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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### Request for Quotation

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PAGE  
**9**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL**  
**304-558-2596**

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

S H P C

DEPARTMENT OF ADMINISTRATION  
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304-558-2317

DATE PRINTED <b>04/14/2010</b>	TERMS OF SALE	SHIP VIA	FCB	FREIGHT TERMS
BID OPENING DATE: <b>05/19/2010</b>	BID OPENING TIME <b>01:30PM</b>			

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</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>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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: KRISTA FERRELL-FILE 21</p> <p>REQ. NO.: GSD106445</p> <p>BID OPENING DATE: 04/29/2010</p> <p>BID OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 704-757-4141 opt 1 DATE: 5-18-10

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*[Handwritten mark]*



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### Request for Quotation

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10

ADDRESS CORRESPONDENCE TO AGENCY OF
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304-558-2596

VENDOR ROOM

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

S H E E T

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
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304-658-2317

DATE PRINTED: 04/14/2010	TERM OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 05/19/2010	BID OPENING TIME		01:30PM	

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 336-651-3300 -----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Neil Smith (local Store)-304)926-6700 ----- Jean Crawford - (Corporate location) - 704-758-2845 -----						
***** THIS IS THE END OF RFQ GSD106445 ***** TOTAL:						\$85.555.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael...</i>	TELEPHONE 704-757-4141 opt 1	DATE 5-18-10
--------------------------------	---------------------------------	-----------------

VP Commercial Svc 56-0748358

ADDRESS CHANGES TO BE NOTED ABOVE

89

State of West Virginia  
General Services Division

Building 88 – Greenbrooke Bldg  
Parking Lot Fence  
Project No GSD 106445

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**REQUEST FOR QUOTATIONS #GSD106445**

**PARKING LOT FENCE**  
**BUILDING 86 (GreenBrooke) Parking Lot–**  
**Leon Sullivan Drive to Morris Street**

Location: West Virginia State Office Building #86  
1124 Smith Street  
Charleston, West Virginia 25311

For: State of West Virginia  
General Services Division  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Buyer Supervisor  
Purchasing Division  
P. O. Box 50130  
Charleston, West Virginia 25305-0130  
Telephone: (304) 558-2596  
Fax: (304) 558-4115  
[Krista.S.Ferrell@wv.gov](mailto:Krista.S.Ferrell@wv.gov)

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide Chain Link Fencing and Gate at the Greenbrooke Building located at 1124 Smith Street in downtown Charleston, West Virginia. This document is intended to supplement information provided in the standard "Request for Quotations" and "General Terms and Conditions" issued by the Purchasing Division for this project. Vendors should carefully review all documents.

**Mandatory Pre-Bid Meeting:**

A mandatory pre-bid conference will be held on Thursday, April 29, 2010 at 1:00pm. Contractors attending the meeting shall assemble in the lobby in the Greenbrooke Building. See Purchasing Division Request for Quotations for additional information.

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Building 86 - Greenbrooke Bldg  
Parking Lot Fence  
Project No. GSD 106445

**Scope of Work:**

The work consists of the demolition of existing fencing and replacement with new eight foot high chain link fencing and a new twelve foot gate at Brooks Street. Work includes, but is not limited to, the demolition of the existing fence; construction of new fence including slats (where indicated); new twelve foot gate opposite Brooks Street; relocation of parking lot bumpers and other related work.

Work shall be conducted as a single project. Within three (3) business days following award of the purchase order, submit a schedule showing the commencement and completion dates for each proposed area or subsystem. The schedule shall be reviewed and approved by the Owner prior to commencement of the work. Coordinate the schedule around Owner's work requirements.

Furnish all materials, labor, and equipment necessary to complete all work as indicated by these specifications. Intent is that the completed work consists of a fully completed fence system integrated into the existing fencing. Furnish any incidental work, materials, labor and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

Any equipment contracted for prior to receipt of the signed purchase order and written Notice to Proceed letter shall be at the Bidder's risk.

**Documents:**

This Request for Quotations also incorporates the attached documents:

1. The WV Purchasing Division "Request for Quotations" and "General Terms and Conditions"
2. Drawings:
  - 1 - GSD106445 Greenbrooke Building - Site Plan
  - 2 - GSD106445 Gate & Fence Detail-Model
3. GSD106445 Section 02821 - Chain Link Fences and Gates
4. GSD106445 Greenbrooke Fence Bid Form

**Contract Period:**

The Contract shall be completed within Sixty (60) calendar days from the issuance of the written Notice to Proceed. In accordance with the West Virginia State Code 5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to complete the project within the contract period. This clause shall in no way be considered exclusive and

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shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the vendor

#### Reference Requirement:

The qualified contractor shall have at least three years experience performing such work on projects of a similar size and type. Bidders shall supply at least three references indicating their capabilities to perform such work. References should include the name, location, ownership and use of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the duct cleaning work.

#### Definitions:

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, West Virginia shall be hereinafter called the "Owner".
- B. The vendor or service organization contracted by these specifications shall hereinafter be called the "Contractor".
- C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
- D. "Owners Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.
- E. "Architect/Engineer", as stated in these Contract Documents shall refer to the General Services Division.

#### Payment

The Contractor shall submit two copies (one original and one copy) of current invoices once each month on AIA forms G702 and G703. Invoices shall be signed in blue ink. Deliver invoices to:

General Services Division  
Attn: Business Manager  
1900 Kanawha Blvd. East  
Building 1, Room MB-68  
Charleston, West Virginia 25305

Payments shall be made monthly based on the percentage of work completed. A ten percent (10%) retainage will be deducted until substantial completion of the contract. Progress payments shall not be made when the total value of the work performed since the last estimate amounts to less than Five Hundred (\$500.00) dollars.

Submit the proposed invoice to the General Services Division - Projects / Engineering Section for approval of format prior to submission of first invoice. All work shall be inspected and

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approved prior to payment

Submit certified payrolls with each payment application

**Supplementary General Conditions:**

- 1 The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body
- 2 The Contractor shall pay any applicable sales, use, or personal property taxes, arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract
- 3 Contractor shall be responsible for parts and materials as follows:
  - A The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
  - B Contractor shall furnish a warranty of twelve (12) months for labor and materials

**Bonds and Insurance:**

Refer to Purchasing Division's 'Request for Quotation' for requirements on bonding; insurance; wage rates; "Foreign made aluminum, glass and steel in Public Works Projects", and other project requirements.

**General Requirements:**

**Submittals:**

All submittals for this project shall be reviewed and approved by the General Services Division Architectural/Engineering Section

**Project Closeout:**

- 1 Closeout documents, including marked-up shop drawings shall be submitted in bound format prior to final application payment.
- 2 Final cleanup shall be completed prior to final acceptance.
- 3 Submit As-Built Drawings and record documents
- 4 Submit "Affidavit of Payment of Debts and Claims."

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**Final Inspection:**

The Final Inspection will be conducted by a Project Manager from the General Services Division, Architectural / Engineering Section

Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Contractor to conform with the Contract Documents

The date of Substantial Completion shall be determined by the Architect/Engineer conducting the final inspection based on all work being complete for final acceptance or substantially complete to permit beneficial use by the Owner. Final payment shall not be made until all work is finally accepted.

**Limits of Work**

Work areas will be limited to those spaces required for access to the Parking Area

Some exterior space may be utilized for temporary (overnight) storage of equipment and tools. Contractor shall be responsible for security. Coordinate storage needs with the GSD Building Manager

Owner and Agency facilities shall remain in use during this contract. Contractor shall work with the Building Manager to coordinate the temporary access to work areas, relocation of parking and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to Parking areas and building access

**Use of Facilities**

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Coordinate the location of service connections or use of receptacles with the building manager to avoid overloading existing circuits



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**Contractor Schedule:**

Provide overall project schedule within three (3) business days of the award of the purchase order

Provide a proposed construction schedule indicating rooms and floor areas to be worked. Where coordination or disruption of office workspaces or occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Adhere to schedule provided and coordinate with through Project Manager

**Waste Removal**

Contractor to make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a daily basis

**Work Restrictions:**

Work shall be generally performed during normal business working hours of 7:00 am to 7:00 pm, Monday through Friday, except state recognized holidays

This is a non-smoking building. Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes

The Parking area is necessary to the functioning of the building. Expect traffic during work periods. Traffic through the parking area cannot be blocked for extended or unscheduled periods of time. Secure work area when unattended or after hours

**Parking**

Minimal parking is available on the project site. A limited number of spaces will be allocated for contractors vehicles near the project site. Provisions will be made for locating refuse dumpsters if required by the project

**Codes:**

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards

**Safety:**

Perform all work in compliance with applicable safety regulations. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies

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17:45

304-926-6678

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Notify Owner if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the GSD under separate contract

Hot Work Permit:

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit

Workmanship:

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

Warranty:

In addition to individual material warranties, Contractor shall warranty all work for a period of one year from the date of Substantial Completion

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Greenbrooke Building Fence  
Project No GSD 108445

SECTION 02821 - CHAIN-LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

- 1. Chain-Link Fences: Industrial
- 2. Gates: Swing

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show locations, components, materials, dimensions, sizes, weights, and finishes of components. Include plans, gate elevations, sections, details of post anchorage, attachment, bracing, and other required installation and operational clearances.
  - 1. Gate Operator: Show locations and details for installing operator components, switches, and controls. Indicate motor size, electrical characteristics, drive arrangement, mounting, and grounding provisions.

1.3 QUALITY ASSURANCE

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

- A. General: 8 feet High. Comply with ASTM A 392, CLFMI CLF 2445, and requirements indicated below:
  - 1. Steel Wire Fabric: Metallic coated wire with a diameter of 0.192 inch.
    - a. Mesh Size: 2 inches
    - b. Aluminum Coating: ASTM A 491, Type I.
    - c. Metallic (Zinc) Coating: ASTM A 392, Type II.
    - d. Zn-5-Al-MM Aluminum-Mischmetal Alloy Coating: ASTM F 1345, Type III.
  - 2. Selvage: Knuckled at both selvages



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## 2.2 INDUSTRIAL FENCE FRAMING

- A. Posts and Rails: Comply with ASTM F 1043 for framing, ASTM F 1083 for Group IC round pipe, and the following:
1. Group: IA, round steel pipe, Schedule 40 or IC, round steel pipe, yield strength 50,000 psi
  2. Fence Height: 8 feet
  3. Strength Requirement: Heavy industrial according to ASTM F 1043
  4. Coating for Steel Framing: Metallic coating.

## 2.3 TENSION WIRE

- A. General: Provide horizontal tension wire at bottom of fence fabric
- B. Metallic-Coated Steel Wire: 0.177-inch- diameter, marcelled tension wire complying with ASTM A 817 and ASTM A 824.
1. Metallic Coating: Type III, Zn-5-Al-Mn alloy.

## 2.4 INDUSTRIAL SWING GATES

- A. General: Comply with ASTM F 900 for double swing gate types.
1. Metal Pipe and Tubing: Galvanized steel Comply with ASTM F 1083 and ASTM F 1043 for materials and protective coatings
  2. Metal Pipe and Tubing: Aluminum. Comply with ASTM B 429 and ASTM F 1043 for materials and protective coatings.
- B. Frames and Bracing: Fabricate members from round galvanized steel tubing with outside dimension and weight according to ASTM F 900 and the following:
1. Gate Fabric Height: 2 inches less than adjacent fence height.
  2. Leaf Width: Six (6 ft) feet
  3. Frame Members:
    - a. Tubular Steel: 1.90 inches round
- C. Frame Corner Construction:
1. Welded or assembled with corner fittings and 5/16-inch- diameter, adjustable truss rods for panels 5 feet wide or wider
- D. Hardware: Latches permitting operation from both sides of gate, hinges, center gate stops and keepers for each gate leaf more than 5 feet wide. Fabricate latches with integral eye openings for padlocking

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## 2.5 FITTINGS

- A. General: Comply with ASTM F 626.
- B. Finish:
  - 1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz. /sq. ft. zinc

## 2.6 PRIVACY SLATS

- A. Material: PVC, UV-light stabilized or Fiber-glass-reinforced plastic
- B. Color: As selected by Owner from manufacturer's full range

## 2.7 CAST-IN-PLACE CONCRETE

- A. Materials: Portland cement complying with ASTM C 150, Type I aggregates complying with ASTM C 33, and potable water.
  - 1. Concrete Mixes: Normal-weight concrete, air entrained with not less than 3000-psi compressive strength (28 days), 3-inch slump, and 1-inch maximum size aggregate.

## 2.8 FENCE GROUNDING

- A. Conductors: Bare, solid wire for No. 6 AWG and smaller; stranded wire for No. 4 AWG and larger.
  - 1. Material above Finished Grade: Copper
  - 2. Material on or below Finished Grade: Copper.
  - 3. Bonding Jumpers: Braided copper tape, 1 inch wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.
- B. Connectors and Grounding Rods: Comply with LL 467.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. General: Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified
- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
- C. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.

CHAIN-LINK FENCES AND GATES

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- I. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
- D. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment.
- E. Line Posts: Space line posts uniformly at maximum 10 feet o.c.
- F. Post Bracing and Intermediate Rails: Install according to ASTM F 567. Install braces at end and gate posts and at both sides of corner and pull posts.
- G. Top Rail: Install according to ASTM F 567.
- H. Bottom Rails: Install, spanning between posts.
- L. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 2 inches between finish grade or surface and bottom selvage, unless otherwise indicated.
- J. Tie Wires: Attach wire per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
- K. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- L. Privacy Slats: Install slats securely locked in place.

### 3.2 GATE INSTALLATION

- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

### 3.3 GROUNDING AND BONDING

- A. Fence Grounding: Install at maximum intervals of 750 feet.
  - I. Grounding Method: At each grounding location, drive a grounding rod vertically until the top is 6 inches below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at the grounding location.
- B. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.
  1. Connections: Make connections so possibility of galvanic action or electrolysis is minimized.

END OF SECTION 02821

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General Services Division

Greenbrooke Building  
Parking Lot Fence  
Project No. GSD 103445

**GSD106445 BID FORM**

**PARKING LOT FENCE**  
**GreenBrooke Building**

**BID OR PROPOSAL**

Lowe's Home Centers, Inc

NAME OF BIDDER

1605 Curtis Bridge Road Wilkesboro, NC 28697

ADDRESS OF BIDDER

704-757-4141 opt 1 or 704-758-2845

PHONE NUMBER

WV014656

WV CONTRACTOR'S LICENSE NO

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents

**BASE BID:** All labor, materials and equipment as stipulated in the Bidding Documents.

**BASE BID AMOUNT for Fence, Gate and other specified work:**

eighty five thousand, five hundred fifty five dollars and 00/100

(\$ 85,555.00 )

*(Total to be written in figures and words)*

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the

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required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within Sixty (60) consecutive calendar days following issuance of the OWNER'S written notice to proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount of \$100.00 per day

No work shall be performed prior to receipt of a signed Purchase Order and Notice to Proceed issued by the Owner. Any materials contracted for prior to the receipt of the OWNER'S written Notice to Proceed shall be at the Bidder's risk

RESPECTFULLY SUBMITTED:

DATE: 5-18-10

WV VENDOR NUMBER:

BY:

*Michael J Horn*  
Michael J Horn (Signature in ink)

TITLE: VP Commercial Services

FIRM NAME: Lowe's Home Centers, Inc

ADDRESS: 1605 Curtis Bridge Road Wilkesboro, NC 28697



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General Services Division

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Project No. GSD 106445

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References:

Reference Name: Chuck Terry  
Position: General Contractor  
Address: 161 West Reynolds Ave Belle WV  
Telephone Number: 304-887-6343  
Project Name: Ladle job  
Project Description: Chain link with wood fence install

Reference Name: Jeff Shoemaker  
Position: Plant Supervisor  
Address: P O Box 1000 Athen WV  
Telephone Number: 304-384-5233  
Project Name: Concord University  
Project Description: Commercial Carpet install

Reference Name: SWANCO  
Position: General Contractor  
Address: Fayetteville, WV  
Telephone Number: 304-425-5031  
Project Name: Appalachian Labor School  
Project Description: Commercial Chain link fence install

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

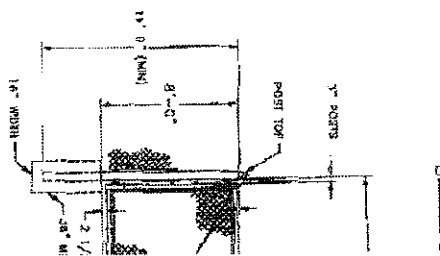
1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All 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/wvc/hipaa.htm](http://www.state.wv.us/admin/purchase/wvc/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 disqualification: 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).

Rev. 12/15/08

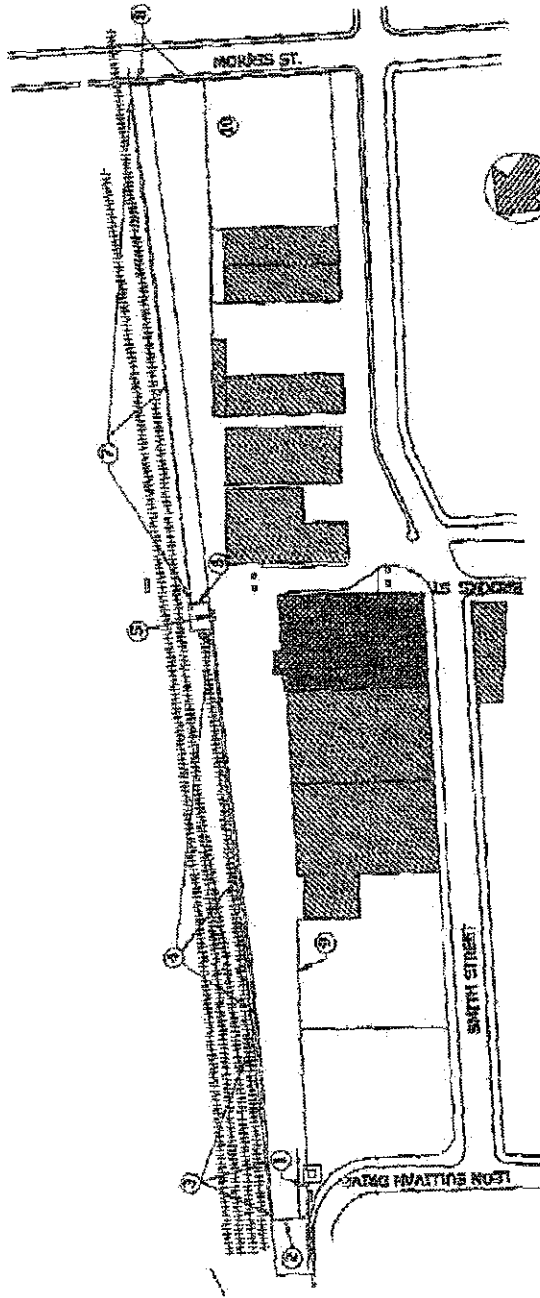
Greenbroke



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GENERAL NOTES:

1. EXISTING GATE TO REMAIN. REMOVE CHAIN AND PROVIDE LOCKED REVERSE LATCH.
2. REMOVE EXISTING FENCE AND REPLACE WITH NEW EIGHT FOOT HIGH FENCE WITH CHAIN LINK SLATS.
3. REMOVE EXISTING 48 INCH HIGH FENCE AND REPLACE WITH NEW EIGHT FOOT HIGH FENCE WITH CHAIN LINK SLATS ALONG PROPERTY LINE.
4. PROVIDE NEW EIGHT FOOT HIGH FENCE WITH CHAIN LINK SLATS ALONG PROPERTY LINE.
5. PROVIDE NEW EIGHT FOOT HIGH FENCE WITH CHAIN LINK SLATS ALONG PROPERTY LINE WITH THREE FOOT WIDE GATE (TWO - 6 FOOT PANELS) WITH SLATS.
6. PROVIDE NEW EIGHT FOOT HIGH FENCE WITH CHAIN LINK SLATS ALONG PROPERTY LINE.
7. PROVIDE NEW EIGHT FOOT HIGH FENCE WITH CHAIN LINK SLATS. LOCATE FENCE WITH CENTERLINE OF ACTIVE MAILING. RELOCATE WARNING BLOCKS TO APPROPRIATE NEW FENCE LOCATION.
8. EXISTING GATE TO REMAIN.
9. FUTURE FENCE RELOCATION - NOT IN CONTRACT.
10. EXISTING FENCE TO REMAIN.



SITE PLAN





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
GSD106445

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ADDRESS CO-RESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

VENDOR

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

SHIP TO

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
JOBSITE  
SEE SPECIFICATIONS

304-558-2317

DATE PRINTED	TERMS OFFER	SHIP VIA	FOB	FREIGHT TERMS
04/16/2010				

BID OPENING DATE: 05/19/2010 RTD OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO CLARIFY THE LOCATION OF THE PROJECT.						
BUILDING #86 (GREENBROOKE BUILDING) LOCATED AT 1124 SMITH STREET IN CHARLESTON, WEST VIRGINIA						
0001	1	LS	988-15			\$85,555.00
NEW FENCE FOR PARKING LOT AT BLDG#86						Material and Labor
***** THIS IS THE END OF RFQ GSD106445 ***** TOTAL:						\$85,555.00
						Material and Labor

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

SIGNATURE <i>[Signature]</i>			SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
TELEPHONE 704-757-4141 opt 1		DATE 5-18-10			
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'

*[Handwritten mark]*

2010-05-03

17:50

304-926-6678 WV PURCHASING AGENCY FAX 304-558-4115

06759 COMMERCIAL SALE 5/30/2010 11:17am 001/36



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

### Request for Quotation

RFC NUMBER: GSD106445

PAGE: 1

ADDRESSES CORRESPONDENCE TO AT ATTENTION OF:  
KRISTA FERRELL  
304-558-2596

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

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
JOBSITE  
SEE SPECIFICATIONS  
304-558-2317

DATE PRINTED	YEARS OF SALE	CITY/STATE	FOB	PREPARETENS		
04/30/2010						
BID OPENING DATE: 05/19/2010		BID OPENING TIME: 01:30PM				
LINE	QUANTITY	UOE	CAT NO	ITEM NAME	UNIT PRICE	AMOUNT
ADDENDUM NO. 2  THIS ADDENDUM IS ISSUED TO:  1.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST AND  2.) CLARIFY THE BID OPENING DATE AND TIME.  BID OPENING DATE IS 05/19/2010 BID OPENING TIME IS 1:30 PM  ***** END ADDENDUM NO. 2 *****						
0001	1	LS	988-15	NEW FENCE FOR PARKING LOT AT BLDG#86		\$85,555.00
						Material and Labor
***** THIS IS THE END OF RFQ GSD106445 ***** TOTAL:						\$85,555.00
						Material and Labor

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 704-757-4141 opt 1 DATE: 5-18-10

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 Approval *[Signature]* *[Initials]*

2010-05-10  
MAY. 10. 2010

10:23  
10:14AM

WV DIV OF PURCH

304-926-6678

06759COMMERCIAL SALE  
NO. 8730

P. 2/4



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 60130  
Charleston, WV 25305-0130

request for  
Quotation

REQUEST NUMBER  
GSD106445

P. 1/3

ADDRESS BOOKS AND JOURNALS  
KRISTA FERRELL  
304-558-2886

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

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
JOBSITE  
SEE SPECIFICATIONS

304-558-2317

05/19/2010		05/19/2010		01/20/10	
BID OPENING DATE:		BID OPENING DATE:		BID OPENING TIME:	
ADDENDUM NO. 3					
THIS ADDENDUM IS ISSUED TO ANSWER ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE RFQ.					
BID OPENING DATE REMAINS: 05/19/2010					
BID OPENING TIME REMAINS: 1:30 PM					
***** END ADDENDUM NO. 3 *****					
0001	IS	588-15			
NEW FENCE FOR PARKING LOT AT BLDG#86					
***** THIS IS THE END OF RFQ GSD106445 ***** TOTAL:					\$85,555.00 Material and Labor
SIGNATURE: <i>Michael</i>					
TITLE: VP Commercial Svc				704-757-4141 opt 5-18-10	
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 Approval *[Signature]*

*[Handwritten mark]*

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: \_\_\_\_\_

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

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO  
MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	Double Circle
Firm Address:	12524 Rockwood Dr. Cross Lanes
Representative Attending:	Dale Redman
Phone Number:	304-776-4187
Fax Number:	304-776-0223
Email Address:	

Firm Name:	Pabcock Fence Company
Firm Address:	214 Keshaw Lane Lansdown, OH 45744
Representative Attending:	MIKE PABCOCK
Phone Number:	740 896 2211
Fax Number:	740 896 2217
Email Address:	mike.pabcock@verizon.net

Firm Name:	JEAN'S RIVER CONSTR. CO.
Firm Address:	P.O. Box 479 JACKSONVILLE WV 25122
Representative Attending:	MIKE CARROLL
Phone Number:	304-776-0448
Fax Number:	304-776-0445
Email Address:	JEAN'S RIVER CONSTR. CO. @GMAIL.COM

Firm Name:	Newton Fence
Firm Address:	1005 Banks Ave. DAK HILL, WVA
Representative Attending:	Jim Newton
Phone Number:	304 469-4366
Fax Number:	304 469-4366
Email Address:	Newton Fence @SBCS.net.com

Firm Name:	C. R. FENCE SPECIALISTS
Firm Address:	P.O. Box 157 MILLSBORO W.V.
Representative Attending:	Charles McElwain
Phone Number:	304-552-1339
Fax Number:	304-552-1323
Email Address:	

Firm Name:	Co. Cook & Son Construction
Firm Address:	P.O. Box 58 BARRONDALE WV 25006
Representative Attending:	MIKE COOK
Phone Number:	304 778 2615
Fax Number:	304 778 7112
Email Address:	Charles.cook@frontier.net, Del

53

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: \_\_\_\_\_

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

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	Lox's Home Improvement
Firm Address:	5750 Montello Ave Charleston Wv 25304
Representative Attending:	Scott Smith
Phone Number:	(304) 926-6788
Fax Number:	(304) 926-6678
Email Address:	scott.smith-1@steele.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	McNabb & Co
Firm Address:	P.O. Box 6122 Charleston, WV 25362
Representative Attending:	CARLES SOTOR
Phone Number:	304 744 8051
Fax Number:	304 744 4411
Email Address:	ceslas@mcnabb.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	MD
Firm Address:	
Representative Attending:	Don Edwards Ted Pease Bob House
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	



State of West Virginia  
General Services Division

Building 86 - Greenbrooke Bldg  
Parking Lot Fence  
Project No. GSD 106445

**REQUEST FOR QUOTATIONS #GSD106445**

**PARKING LOT FENCE**  
**BUILDING 86 (GreenBrooke) Parking Lot-**  
**Leon Sullivan Drive to Morris Street**

**ADDENDUM #3**

**TECHNICAL QUESTIONS & ANSWERS**

**Question#1:** Is a Railroad Protective Insurance Policy going to be required while work is being performed on this project? I understand the installation of the fence will be within railroad right-of-way.

**Answer#1:** The section of right-of-way where work is to be performed is leased by the State for parking. Insurance will not be required.

**Question#2:** Will a flagman employed by the railroad have to be on site daily while work is being performed, and will the railroad have to be compensated for the person by the Contractor?

**Answer#2:** A flagman is not anticipated. Do not include cost in bid.

**Question#3:** If the answer to Question#2 is yes, this will impact the starting date and completion date of the project due to the fact that the railroad has to advertise the flagman's job and this is a 2-4 week process after notification to get a flagman on the project.

**Answer#3:** This lead time can be accommodated within the project schedule, allowing the successful bidder to recruit the flagman prior to issuance of Notice to Proceed on the project. This would not affect the sixty (60) calendar days allowed to complete the project after issuance of Notice to Proceed.

**Question#4:** Can we work at the site on Saturdays and Sundays?

**Answer#4:** Yes, with prior approval of the project manager.

**Question#5:** Will your employees make sure vehicles are moved from that side of the parking lot with proper notice?

**Answer#5:** Yes. The specifications require the Contractor to provide a work schedule early in the project so we can coordinate relocation of parking. Tape off the work area on the night before work so parking spaces are clear the next morning.

**Question#6:** Will we need a Railroad flagger to work on their side of the property line?

2010-05-10 10:24  
MAY 10 2010 10:14AM

304-926-6678  
WV DIV OF PURCH

06759COMMERCIAL SALE P. 4/4  
NO. 8730 P. 3/3

3

State of West Virginia  
General Services Division

Building 86 - Greenbrooke Bldg  
Parking Lot Fence  
Project No. GSD 106445

**Answer#6:** See Answer#2.

**Question#7:** Will parking blocks need to be removed or replaced?

**Answer#7:** Yes. There are a total of seventy-two parking blocks that will require relocation to 30" from the inside of the new fence. Provide 15 new precast concrete blocks to replace the thirteen damaged blocks. The remaining two blocks will be used as spares in case of non-visible damage or install as directed by project manager. Anchor blocks with rebar pins. Remove old damaged parking blocks from site. The cost of the new blocks shall be included in the base, lump-sum bid; no unit pricing will be included in the RFQ. Successful bidder shall take care and caution to relocate the blocks without damaging them.

**Question#8:** Will we need to take signs down and attach them to the new fence?

**Answer#8:** Yes.

**Question#9:** I understand that surveying will be done and that some or most of the fence will not go back where it was, will we need to backfill the holes where the old fence was taken out?

**Answer#9:** Yes, old holes will have to be backfilled. This can be with material taken out of the new holes.

**Question#10:** Part of the work will be done on the railroad right of way, does the RR require liability insurance, and how much?

**Answer#10:** See Answer#1.

**Question#11:** Some of the concrete curbs on the parking lot will have to be removed. This is not listed in the scope of work. Some of these will crumble and will have to be replaced. Will this be unit pricing or lump sum?

**Answer#11:** See Answer#7.

**Question#12:** The privacy slats are manufactured in two different ways, top lock slats give more security for keeping the slats in the fences and resist vandalism better. The bottom lock slats are easier to install, but can be removed easier. We recommend the top lock slat. What color will the slats be?

**Answer#12:** The color of the top-lock lock slats shall be selected by the Owner from the "manufacturer's full range" (as per Section 2.6.B in the GSD106445 Section 02821 attachment to the original RFQ) as part of the post-award submittal process. Bidders are not required to, but can, provide the available color selection with their bid.

**Question#13:** Due to parking conditions, can any work be done on Sunday?

**Answer#13:** See Answer#4

**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](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.
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 of 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 disqualification. Department of Administration, Purchasing Division, 2018 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).

Addendum A

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

State of West Virginia  
Department of Administration  
Purchasing Division  
Request for Quotation GSD106445

**Drug-Free Workplace Requirements**

A Drug Free Workplace Conformance Affidavit is not included as part of this Quotation as Lowe's Home Centers, Inc. (Lowe's) Drug and Alcohol Use Policy does not comply with all of the requirements contained in West Virginia Code §21-1D-5 nor will it likely be compliant in the time required to complete performance under this contract.

West Virginia Code §21-1D-2 defines "public improvement" as "all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures upon which construction may be let to contract by the State of West Virginia, its counties or municipalities or any political subdivision thereof." "Construction" is defined by that same section as "any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract the value of which contract is over \$100,000." Because any contract award based upon Lowe's quote will be under \$100,000, the Drug-Free Workplace requirements of §21-1D-5 will not be applicable. Lowe's is therefore submitting its quote in response to this Request for Quotation with a disclosure of non-compliance and without completion of the Drug Free Workplace Conformance Affidavit.

**West Virginia Code §5-19-1, Domestic Aluminum, Glass and Steel in Public Works Projects**

Pursuant to the requirements of the Request for Quotation and West Virginia Code Article 19, Lowe's Home Centers, Inc. (Lowe's) is offering domestically made aluminum and steel products except for those parts identified below. These parts, which compose less than one (1) percent of the materials necessary for this project, are not domestic products based upon Lowe's supplier's representation that such parts are not produced domestically in sufficient quantities such that they are available for purchase. The following parts are non-domestic:

Truss Tightners	Quantity: 9	Dollar value: \$9.90
3/8" x 11' Truss Rods	Quantity: 9	Dollar value: \$33.12
5/16" x 1 1/4" Carriage Bolts w/ Nut	Quantity: 1	Dollar value: \$5.56
2 7/8" Bulldog Hinge	Quantity: 4	Dollar value: \$31.20
Center Stop	Quantity: 1	Dollar value: \$7.97
Gate Keeper	Quantity: 2	Dollar value: \$9.90

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV014656

**Classification:**

GENERAL BUILDING

LOWES HOME CENTERS INC  
DBA LOWES HOME CENTERS INC  
PO BOX 1800 TAX DEPT 1ETA  
MOORESVILLE, NC 28115

**Date Issued**

FEBRUARY 28, 2010

**Expiration Date**

FEBRUARY 28, 2011

Authorized Company Signature

*Michael A. Carl*  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Lowe's Home Centers, Inc.  
of \_\_\_\_\_, as Principal, and Travelers Casualty and Surety Company  
of America of Hartford, Connecticut a corporation organized and existing under the laws of the State of  
Connecticut with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of Bid \*\*\*\*\* (\$ 5% of Amount of Bid ) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Labor and Materials for the Installation of New chain Link Fence at Building \$84 (Greenbrooke Building)  
1124 Smith Street, Charleston, WV

**NOW THEREFORE,**

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
19th day of May, 20 10.

Principal Corporate Seal

*Daithen M Keeney*  
Attest:

Lowe's Home Centers, Inc.

(Name of Principal)

By *Marshall A Cream*  
(Must be President or  
Vice President)

*Sr. Vice President, CRO*  
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)

*Maryann Dark*  
Attorney-in-Fact - Maryann Dark

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

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

*[Handwritten mark]*



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216724

Certificate No. 003557217

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Maryann Dark, and Judie M. Chisolm

of the City of Charlotte, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of May, 2009

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 12th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/05/2010

PRODUCER  
MARSH  
100 N. TRYON STREET, SUITE 3200  
CHARLOTTE, NC 28202  
FAX (704) 374-8500

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

47095 -CASUA-ONLY-10-11

## INSURERS AFFORDING COVERAGE

NAIC #

INSURED  
Lowe's Companies, Inc.  
and Subsidiaries  
PO Box 1000  
 Mooresville, NC 28115

INSURER A: Self Insured	
INSURER B: National Union Fire Ins Co Pittsburgh PA	19445
INSURER C: New Hampshire Insurance Company	23841
INSURER D: Illinois National Ins Co	23817
INSURER E: Illinois Union Insurance Co	27960

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	Self-Insured	04/01/2010	04/01/2011	EACH OCCURRENCE \$
	GENERAL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
B C B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CA6647501 (AOS)	04/01/2010	04/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
		CA6647502 (MA)	04/01/2010	04/01/2011	BODILY INJURY (Per person) \$
		CA6647503 (VA)	04/01/2010	04/01/2011	BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
B	<input checked="" type="checkbox"/> EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BE27471705	04/01/2010	04/01/2011	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
C D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N	WC020342251 (AOS)	04/01/2010	04/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC020342252 (WI)	04/01/2010	04/01/2011	E.L. EACH ACCIDENT \$ 2,000,000
B	<input type="checkbox"/> OTHER Excess WC	XWC4880417	04/01/2010	04/01/2011	WC:Stat/EL:\$3mil; xs \$2mil SIR
E	<input type="checkbox"/> TX Employers XS Indemnity	TNSC46242531	04/01/2010	04/01/2011	\$8mil EaOcc/Agg; xs \$2mil SIR

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Evidence of coverage

## CERTIFICATE HOLDER

ATL-001787259-05

## CANCELLATION

Lowe's Companies, Inc.  
and subsidiaries  
PO Box 1000  
 Mooresville, NC 28115

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.  
Diana Bentley

*Diana Bentley*



# ADDITIONAL INFORMATION

ATL-001787259-05

DATE (MM/DD/YY)  
03/05/2010

**PRODUCER**

MARSH  
100 N. TRYON STREET, SUITE 3200  
CHARLOTTE, NC 28202  
FAX (704) 374-8500

47095 -CASUA-ONLY-10-11

**INSURED**

Lowe's Companies, Inc.  
and Subsidiaries  
PO Box 1000  
 Mooresville, NC 28115

**INSURERS AFFORDING COVERAGE**

**NAIC #**

INSURER F:

INSURER G:

INSURER H:

INSURER I:

**TEXT**

**ADDITIONAL INFORMATION:**

The certificate holder is additional insured under the Automobile Liability policy and the General Liability portion of the Excess Liability policy, as their interest may appear, if required by written contract with the Named Insured, subject to the terms and conditions of the policies.

**CERTIFICATE HOLDER**

Lowe's Companies, Inc.  
and subsidiaries  
PO Box 1000  
 Mooresville, NC 28115

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.  
Diana Bentley

*Diana Bentley*



# 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"> <li>• <b>Business Credit For Easy Ordering</b> - 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.</li> <li>• <b>Dedicated Account Specialists</b> -- 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.</li> <li>• <b>Environmentally Responsible, Energy Efficient Products</b> - Lowe's is proud of our past performance in promoting products offering the highest standards in energy efficiency. EPA &amp; U.S. Department of Energy / ENERGY STAR® Awards have been given to Lowe's for seven consecutive years.</li> <li>• <b>Maintenance Supply Rack Program</b>: - 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.</li> <li>• <b>Open 7 Days a Week, Extended Business Hours</b> - 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.</li> <li>• <b>Delivery</b> - 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.</li> <li>• <b>Additional Every Day Savings with Contractor Pack Pricing</b> - 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.</li> <li>• <b>LOWE'S BECOMES FIRST RETAILER FOR 2010 TO WIN ENERGY STAR AWARD FOR SUSTAINED EXCELLENCE IN RETAIL</b> The U.S. Environmental Protection Agency has named <b>Lowe's Companies, Inc. the first winner of the ENERGY STAR Sustained Excellence Award in Retail.</b> The award recognizes Lowe's long-standing leadership as a retailer of energy-efficient products.</li> </ul>
Company Designations	<p><b>CAGE Code:</b> 1HFY9  <b>DUNS:</b> 018810275  <b>CCR / ORCA:</b> Yes – records available on-line</p> <p><b>PSC Categories:</b> 3220, 4010, 4110, 4310, 4510, 4710, 5110, 5210, 5305, 5510, 5610, 5925, 6115, 6210, 6840, 7125, 7220, 7310, 7910, 8010, 8720</p> <p><b>FSC Groups:</b> 051, 105, 341, 550, 600, 612, 613, 639, 834</p>
Past Performance	<p>Some current customers include:</p> <ul style="list-style-type: none"> <li>• United States Coast Guard</li> <li>• United States Army</li> <li>• United States Air Force</li> <li>• Maricopa County Housing Authority</li> <li>• Dover Housing Authority</li> <li>• Monroe County Board of Cooperative Educational Services (BOCES)</li> <li>• New Jersey Community Action Association</li> <li>• Alief Independent School District</li> </ul>
Point of Contact	<p style="text-align: center;">Neil Smith  Commercial Sales Specialist  (304)926-6700  Lowe's Home Centers, Inc</p>



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

STATE OF \_\_\_\_\_

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

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

1. I am an employee of \_\_\_\_\_; and,  
(Company Name)

2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with *West Virginia Code §21-1D-5*.

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

\_\_\_\_\_  
(Company Name)

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

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

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

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

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

(Seal)

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

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



RFQ No GS0106445

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 in 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 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

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: 5-18-10

State of North Carolina

County of Iredell, to-wit:

Taken, subscribed, and sworn to before me this 18 day of May, 2010

My Commission expires 1/20/15, 2010

AFFIX SEAL HERE

NOTARY PUBLIC



[Signature]

Purchasing Affidavit (Revised 12/13/09)

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