



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

State of West Virginia Purchase Order

Order Date: 07-21-2022

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

Order Number:	CPO 0803 1058 DOT2300000004 1	Procurement Folder:	1049203
Document Name:	Specified Power Tools 10-22-B608	Reason for Modification:	
Document Description:	Specified Power Tools 10-22-B608		
Procurement Type:	Central Purchase Order		
Buyer Name:	John W Estep		
Telephone:	304-558-2566		
Email:	john.w.estep@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000001912 HOME TOWN SOLUTIONS LLC 15951 Northwestern Pike Augusta WV 26704 US Vendor Contact Phone: 304-496-8900 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Debrina K Woods Requestor Phone: (304) 487-4281 Requestor Email: debrina.k.woods@wv.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV 24740 US	DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV 24740 US

Total Order Amount: \$25,647.00

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: 8/2/2022 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 8/3/2022 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: 8/4/2022 ELECTRONIC SIGNATURE ON FILE
---	--	---

Extended Description:

The Vendor, Home Town Solutions, agrees to enter with the West Virginia Department of Transportation (WVDOT), the West Virginia Division of Highways (WVDOH), into a contract for the one-time purchase of Specified Power Tools, per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 06/23/2022 incorporated herein by reference and made apart hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	27112700	4.00000	EA	600.000000	2400.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Chainsaw w/16-20" Bar

Extended Description:

Stihl MS 261 C-M Chainsaw 16-20" Bar or Equivalent Model

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	27112700	5.00000	EA	190.000000	950.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Lightweight Chainsaw w/16" bar

Extended Description:

Stihl MS 170 Lightweight Chainsaw 16" bar or Equivalent Mod

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	27112700	6.00000	EA	425.000000	2550.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Loop-Handled Trimmer

Extended Description:

Stihl FS 131R Trimmer or Equivalent Model

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	27112700	4.00000	EA	490.000000	1960.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Bicycle Handled Trimmer

Extended Description:

Stihl FS 131 Trimmer or Equivalent Model

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	27112700	6.00000	EA	675.000000	4050.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: 14" Pole Pruner

Extended Description:

Stihl HT 131 or Equivalent Model

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
6	27112700	2.00000	EA	985.000000	1970.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Road Saw

Extended Description:
Stihl TS 420 Cutquik Road Saw or Equivalent

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
7	27112700	5.00000	EA	400.000000	2000.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Backpack Blower

Extended Description:
Stihl BR 430 Backpack Blower or Equivalent Model

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
8	27112700	8.00000	EA	8.500000	68.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Saw Chain Files 1/8" (3.2mm)

Extended Description:
3-Pack

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
9	27112700	9.00000	EA	8.500000	76.50
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Saw Chain Files 1/16" (4.5mm)

Extended Description:
3-Pack

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
10	27112700	9.00000	EA	8.500000	76.50
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Saw Chain Files 9/64" (3.5mm)

Extended Description:
3-Pack

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
11	27112700	8.00000	EA	8.500000	68.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Saw Chain Files 5/32" (4.0mm)

Extended Description:
3-Pack

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
12	27112700	8.00000	EA	8.500000	68.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Saw Chain Files 3/16" (4.8mm)

Extended Description:
3-Pack

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
13	27112700	8.00000	EA	8.500000	68.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Saw Chain Files 46/64" (5.2mm)

Extended Description:
3-Pack

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
14	27112700	9.00000	EA	20.000000	180.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: 14" Chainsaw Chains 61 PMM3 50 or Equivalent

Extended Description:
14" Chainsaw Chains 61 PMM3 50 or Equivalent

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
15	27112700	13.00000	EA	20.000000	260.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: 16" Chainsaw Chains 61 PMM3 50 or Equivalent

Extended Description:
16" Chainsaw Chains 61 PMM3 50 or Equivalent

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
16	27112700	12.00000	EA	29.000000	348.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: 16" Chainsaw Chains 26 RM3 67 or Equivalent

Extended Description:
16" Chainsaw Chains 26 RM3 67 or Equivalent

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
17	27112700	12.00000	EA	29.000000	348.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: 18" Chainsaw Chains 26 RM3 74 or Equivalent

Extended Description:
18" Chainsaw Chains 26 RM3 74 or Equivalent

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
18	27112700	9.00000	EA	35.000000	315.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: 20" Chainsaw Chains 26 RM3 81 or Equivalent

Extended Description:

20" Chainsaw Chains 26 RM3 81 or Equivalent

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
19	27112700	11.00000	EA	115.000000	1265.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: HP Ultra 2-Cycle Engine Oil 5.2 ounce 48/Case

Extended Description:

HP Ultra 2-Cycle Engine Oil 5.2 ounce 48/Case

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
20	27112700	6.00000	EA	30.150000	180.90
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Bio Plus Bar & Chain Oil-Gallon or Equivalent

Extended Description:

Bio Plus Bar & Chain Oil-Gallon or Equivalent

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
21	27112700	4.00000	EA	29.000000	116.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Trimmer Line 0.095 Diameter Spool Square

Extended Description:

Trimmer Line 0.095 Diameter Spool Square

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
22	27112700	5.00000	EA	29.000000	145.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Trimmer Line 0.105 Diameter Spool Square

Extended Description:

Trimmer Line 0.105 Diameter Spool Square

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
23	27112700	1.00000	EA	29.000000	29.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Trimmer Line 0.105 Diameter Spool Round

Extended Description:

Trimmer Line 0.105 Diameter Spool Round

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
24	27112700	3.00000	EA	10.500000	31.50
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: High-Impact Felling Wedge 5.5"

Extended Description:
High-Impact Felling Wedge 5.5"

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
25	27112700	3.00000	EA	11.500000	34.50
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: High-Impact Felling Wedge 7.5"

Extended Description:
High-Impact Felling Wedge 7.5"

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
26	27112700	3.00000	EA	14.500000	43.50
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: High-Impact Felling Wedge 10"

Extended Description:
High-Impact Felling Wedge 10"

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
27	27112700	3.00000	EA	17.500000	52.50
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: High-Impact Felling Wedge 12"

Extended Description:
High-Impact Felling Wedge 12"

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
28	27112700	8.00000	EA	275.000000	2200.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Diamond Wheel-Concrete 14" Diameter 20mm Arbor

Extended Description:
Diamond Wheel-Concrete 14" Diameter 20mm Arbor

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
29	27112700	2.00000	EA	14.400000	28.80
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Abrasive Wheel 14" Diameter, 20 mm Arbor

Extended Description:
Abrasive Wheel 14" Diameter, 20 mm Arbor

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
30	27112700	5.00000	EA	2.900000	14.50
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Air Filter for Stihl MS 170 Chainsaw or Equivalent

Extended Description:

Air Filter for Stihl MS 170 Chainsaw or Equivalent

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
31	27112700	5.00000	EA	8.900000	44.50
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Air Filter for Stihl MS 194T Chainsaw or Equivalent

Extended Description:

Air Filter for Stihl MS 194T Chainsaw or Equivalent

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
32	27112700	2.00000	EA	7.900000	15.80
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Air Filter for Stihl FS 131R Trimmer or Equivalent

Extended Description:

Air Filter for Stihl FS 131R Trimmer or Equivalent

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
33	27112700	4.00000	EA	39.500000	158.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Guide Bar for MS 261 C-M 16" Chainsaw or Equivalent

Extended Description:

Guide Bar 3003 008 6813 MS 261 C-M 16" Chainsaw or Equivalent

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
34	27112700	3.00000	EA	42.500000	127.50
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Guide Bar for MS 261 C-M 18" Chainsaw or Equivalent

Extended Description:

3033 008 6817

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
35	27112700	3.00000	EA	42.500000	127.50
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Guide Bar for MS 261 C-M 20" Chainsaw or Equivalent

Extended Description:

3003 008 6821

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
36	27112700	1.00000	EA	30.000000	30.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Guide Bar for MS 170 12" Chainsaw or Equivalent

Extended Description:
3005 000 3905

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
37	27112700	5.00000	EA	32.000000	160.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Guide Bar for MS 170 14"/Stihl HT 131 14" or Equivalent

Extended Description:
3005 000 3909

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
38	27112700	9.00000	EA	37.000000	333.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Guide Bar for MS 170 16" Chainsaw or Equivalent

Extended Description:
3005 008 3913

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
39	27112700	9.00000	EA	69.000000	621.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Guide Bar for MS 194T 14" or Equivalent

Extended Description:
3005 000 7409

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
40	27112700	2.00000	EA	0.250000	0.50
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Replacement Pull String-Variou Sizes

Extended Description:
Replacement Pull String-Variou Sizes

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
41	27112700	2.00000	EA	639.000000	1278.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Stihl MSA 220 or Equivalent to Include Battery & Charger

Extended Description:
Stihl MSA 220 or Equivalent to Include Battery & Charger

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
42	27112700	2.00000	EA	396.000000	792.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Stihl MS 194T 14" or Equivalent Model

Extended Description:
Stihl MS 194T 14" or Equivalent Model

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
43	27112700	2.00000	EA	31.000000	62.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Guide Bar 3639 005 0074 18" Chainsaw or Equivalent

Extended Description:
Guide Bar 3639 005 0074 18" Chainsaw or Equivalent

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

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

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☒ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐

☐

☐

☐

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

Revised 04/01/2022

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:

☒ State of WV
1900 Kanawha Blvd. E., Bldg 5
Charleston, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

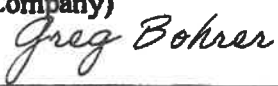
46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Jeff Whitacre, Member
(Name, Title)
Jeff Whitacre, Member
(Printed Name and Title)
15951 Northwestern Pike Augusta, WV 26704
(Address)
304-496-8900 304-496-8989
(Phone Number) / (Fax Number)
jpwhitacre@htswv.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Home Town Solutions
(Company)

(Authorized Signature) (Representative Name, Title)
Greg Bohrer, Member
(Printed Name and Title of Authorized Representative)
7/21/22
(Date)
304-496-8900 304-496-8989
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Specified Power Tools CRQS DOT 22*110

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of District 10 Division of Highways to establish a one-time purchase of specified power tools as listed on the pricing page.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 3. GENERAL REQUIREMENTS:**
 - 3.1 Contract Items and Mandatory Requirements:** Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 Chainsaw (Stihl MS 261 C-M or equal)**
 - 3.1.1.1 Engine:** 3.06 CU IN minimum displacement
 - 3.1.1.2 Engine:** 4 horsepower minimum rating
 - 3.1.1.3 2 Cycle Engine Oil**
 - 3.1.1.4 Bar** 16” minimum – 20” maximum, sprocket tip
 - 3.1.1.5 Chain:** length to match bar, .325 minimum pitch, chisel style cutters
 - 3.1.1.6 Features:** anti-vibration system, bar scabbard, bumper spikes (log dogs), automatic bar oiler, spark arrest muffler, protected spark plug, front hand guard, front handle, and rear hand guard.
 - 3.1.2 Chainsaw (Stihl MS 170 Lightweight Chainsaw or equal)**
 - 3.1.2.1 Engine:** 1.8 CU IN minimum displacement
 - 3.1.2.2 Engine:** 1.7 horsepower minimum rating

**REQUEST FOR QUOTATION
Specified Power Tools CRQS DOT 22*110**

3.1.2.3 2 Cycle Engine Oil

3.1.2.4 Bar 12" minimum – 16" maximum, sprocket tip

3.1.2.5 Chain: length to match bar, 3/8" minimum pitch, chisel style cutters

3.1.2.6 Features: anti-vibration system, bar scabbard, bumper spikes (log dogs), automatic bar oiler, spark arrest muffler, protected spark plug, front hand guard, front handle, and rear hand guard.

3.1.3 Trimmer (Stihl FS 131R or equal)

3.1.3.1 Engine: 2.2 CU IN minimum displacement

3.1.3.2 Engine: 1.9 horsepower minimum rating

3.1.3.3 Cutting Width 16.5 in.

3.1.3.4 Features: loop-handle, compensating carburetor, anti-vibration system, shoulder strap, adjustable front handle, lightweight housing, air filter cover, enclosed/protected control cables, steel-on-steel clutch, protected spark plug, and protected spark arrest muffler.

3.1.4 Trimmer (Stihl FS 131 or equal)

3.1.4.1 Engine: Gas, Minimum Displacement 36.3 cc

3.1.4.2 Engine: 1.9 BHP minimum rating

3.1.4.3 Cutting Width: 16.5 inches

3.1.4.4 Features: bike handle, shoulder strap, air filter cover, heavy-duty steel-on-steel clutch, and anti-vibration system.

3.1.5 Pole Pruner (Stihl HT 131 or equal)

3.1.5.1 Engine: Gas, 36.3 cc minimum displacement

3.1.5.2 Engine: 1.9 BHP minimum rating

3.1.5.3 Guide Bar Length: 14"

3.1.5.4 Features: telescoping pole, and reduced emission technology

REQUEST FOR QUOTATION
Specified Power Tools CRQS DOT 22*110

3.1.6 Road Saw (Stihl TS 420 Cutquik or equal)

3.1.6.1 Engine: 4.07 CU IN minimum displacement

3.1.6.2 Engine: 4.4 horsepower minimum rating

3.1.6.3 Maximum Wheel Size: 14"

3.1.6.4 Features: anti-vibration system, throttle trigger lockout, spark arrestor muffler, water kit, and electronic ignition.

3.1.7 Backpack Blower (Stihl BR 430 or equal)

3.1.7.1 Engine: 3.86 CU IN minimum displacement

3.1.7.2 Engine: 3.9 horsepower minimum rating

3.1.7.3 Blowing Force: 26 Newtons

3.1.7.4 Max Air Velocity: 219 mph

3.1.7.5 Features: multi-function control handle, anti-vibration system, adjustable support harness, protected/upright fuel tank, lightweight frame, joystick-style handle, and protected control cables.

3.1.8 Saw Chain Files 3-Pack 1/8" (3.2mm)

3.1.9 Saw Chain Files 3-Pack 11/64" (4.5mm)

3.1.10 Saw Chain Files 3-Pack 9/64" (3.5mm)

3.1.11 Saw Chain Files 3-Pack 5/32" (4.0mm)

3.1.12 Saw Chain Files 3-Pack 3/16" (4.8mm)

3.1.13 Saw Chain Files 3-Pack 13/64" (5.2mm)

3.1.14 14" Chainsaw Chains 61 PMM3 50 or equal

3.1.15 16" Chainsaw Chains 61 PMM3 55 or equal

**REQUEST FOR QUOTATION
Specified Power Tools CRQS DOT 22*110**

- 3.1.16 16" Chainsaw Chains 26 RM3 67 or equal**
- 3.1.17 18" Chainsaw Chains 26 RM3 74 or equal**
- 3.1.18 20" Chainsaw Chains 26 RM3 81 or equal**
- 3.1.19 2-Cycle Engine Oil 5.2 Ounce 48/Case or equal**
- 3.1.20 Bio Plus Bar & Chain Oil Gallons or equal**
- 3.1.21 Trimmer Line 0.095 Diameter Spool Square**
- 3.1.22 Trimmer Line 0.105 Diameter Spool Square**
- 3.1.23 Trimmer Line 0.105 Diameter Spool Round**
- 3.1.24 High-Impact Felling Wedge 5.5"**
- 3.1.25 High-Impact Felling Wedge 7.5"**
- 3.1.26 High-Impact Felling Wedge 10"**
- 3.1.27 High-Impact Felling Wedge 12"**
- 3.1.28 Diamond Wheel Concrete 14" Diameter 20mm Arbor**
- 3.1.29 Abrasive Wheel 14" Diameter 20mm Arbor**
- 3.1.30 Air Filter for Stihl MS 170 Chainsaw or equal**
- 3.1.31 Air Filter for Stihl MS 194T Chainsaw or equal**
- 3.1.32 Air Filter for Stihl FS 131R Trimmer or equal**

**REQUEST FOR QUOTATION
Specified Power Tools CRQS DOT 22*110**

- 3.1.33 Guide Bar 3003 008 6813 for MS 261 C-M 16" Chainsaw or equal**
- 3.1.34 Guide Bar 3003 008 6817 for MS 261 C-M 18" Chainsaw or equal**
- 3.1.35 Guide Bar 3003 008 6821 for MS 261 C-M 20" Chainsaw or equal**
- 3.1.36 Guide Bar 3005 000 3905 for MS 170 12" Chainsaw or equal**
- 3.1.37 Guide Bar 3005 000 3909 for MS 170 14" Chainsaw/Stihl HT 131 or equal**
- 3.1.38 Guide Bar 3005 008 3913 for MS 170 16" Chainsaw or equal**
- 3.1.39 Guide Bar 3005 000 3909 for Stihl MS 194T 14" or equal**
- 3.1.40 Replacement Pull String-Various Sizes**
- 3.1.41 Battery Operated Chainsaw (Stihl MSA 220 or equal)**
 - 3.1.59.1 Engine: Electric
 - 3.1.59.2 Battery Operated
 - 3.1.59.3 Bar 16"
 - 3.1.59.4 Chain: 3/8" PS3
 - 3.1.59.5 Features: Raised and Printed Felling Stripe, Quickstop, Quick Chain Adjuster
- 3.1.42 Chainsaw (Stihl MS 194T or equal)**
 - 3.1.42.1 Engine: 1.88 bhp minimum rating
 - 3.1.42.2 Engine: Gas powered, 31.8 cc minimum displacement
 - 3.1.42.3 2 Cycle Engine Oil
 - 3.1.42.4 Bar 14", sprocket tip
 - 3.1.42.5 Chain: length to match bar, 3/8" minimum pitch, chisel style cutters
 - 3.1.42.6 Features: Top handle, side-access chain tensioner, quickstop
- 3.1.43 Guide Bar 3639 005 0074 18"**

REQUEST FOR QUOTATION
Specified Power Tools CRQS DOT 22*110

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by entering the price per item under the unit cost, total for each line item in the Total column, and the grand total on the list line of the pricing page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 45 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 270 Hardwood Lane Princeton WV 24740.

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

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

REQUEST FOR QUOTATION
Specified Power Tools CRQS DOT 22*110

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

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

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

REQUEST FOR QUOTATION
Specified Power Tools CRQS DOT 22*110

Any other remedies available in law or equity