



MIDDLETOWN TRACTOR SALES

2345 Whitehall Boulevard
Fairmont, WV 26554
304-366-4690
304-366-4698 (FAX)

17 July 2008

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130
REF: RFQ#: LAWN09
ADDENDUM # 2
ATTN: Jo Ann Adkins

Ms. Adkins

Please include this memo into our Bid Package

Respectfully yours;

Phillip A. Cottrille
Sales Consultant.
304-366-4690 (EX-42)
phil@middletowntractor.com

PURCHASING DIVISION
STATE OF WV

2008 JUL 17 A 10:32

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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
LAWN09

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

RFQ COPY

MIDDLETOWN TRACTOR SALES
2345 WHITEHALL BLVD.
FAIRMONT, WV 26554

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

DATE PRINTED 07/10/2008	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 07/17/2008	BID OPENING TIME 01:30PM			

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 2*****						
1. BID OPENING DATE HAS BEEN MOVED TO 07/17/2008.						
2. UNIT PRICING IS TO REMAIN FIRM FOR A PERIOD OF ONE YEAR.						
*****END OF ADDENDUM NO. 2*****						
001	1	EA		515-45		
GASOLINE POWERED LAWN MAINTENANCE EQUIPMENT.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NATURE *Phillip A. Cottrell* TELEPHONE **304-366-4690** DATE **17 July 2008**

SOZES CONSULTANT FEIN **55-054-7175** ADDRESS CHANGES TO BE NOTED ABOVE



State of West Virginia
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**MIDDLETOWN TRACTOR SALES
 2345 WHITE HALL BLVD
 FAIRMONT, WV 26554**

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

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SHIP TO

DATE PRINTED 06/12/2008	TERMS OF SALE NET 30 DAYS	SHIP VIA OUR TRUCKS	F.O.B. DESTINATION	FREIGHT TERMS PRE-PAID
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BID OPENING DATE: **07/10/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REQUEST FOR QUOTATION</p> <p>FOR BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY LAWN MAINTENANCE EQUIPMENT TO WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>VENDORS SHALL USE THE ATTACHED "PRICING PAGE" LAWN09 TO ENTER THEIR QUOTATION FOR EACH ITEM. AN ELECTRONIC VERSION OF LAWN09 PRICING PAGE CAN BE OBTAINED BY REQUEST TO JO.A.ADKINS@WV.GOV</p> <p>ALL PRICES SHALL BE F.O.B. DESTINATION - SHIPPING PREPAID AND INCLUDED IN THE VENDOR PRICE SHOWN. PLEASE COMPLETE ALL INFORMATION REQUESTED ON THE LAWN09 PRICING PAGES.</p> <p>***** INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON WEDNESDAY, JUNE 25, 2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: JO.A.ADKINS@WV.GOV</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE **304-366-4690** DATE **2 July 2008**

TITLE **PRESIDENT** FEIN **55-054-7175** ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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Request for Quotation

RFQ NUMBER
LAWN09

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2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

RFQ COPY

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: **07/10/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		515-45		
<p>THIS REQUEST FOR QUOTATION IS PER ALL THE STANDARD TERMS AND CONDITIONS, AND GENERAL SPECIFICATIONS DATED 06/12/2008.</p> <p>PRICING SHALL BE ENTERED ON THE ATTACHED PRICING PAGES, ALL REQUESTED INFORMATION SHOULD BE SUPPLIED.</p> <p>GASOLINE POWERED LAWN MAINTENANCE EQUIPMENT</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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Request for Quotation

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<p>YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p>						

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Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF
JD ANN ADKINS 304-558-8802

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VENDOR

SHIP TO

ALL STATE AGENCIES
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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						

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State of West Virginia
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RFQ NUMBER: LAWN09

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ADDRESS CORRESPONDENCE TO ATTENTION OF: JO ANN ADKINS 304-558-8802
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<p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p>						

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PURCHASING

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<p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE</p>						

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<p>PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>MIDDLETOWN TRACTOR</u></p> <p>DATE: <u>02 July 2008</u></p> <p>SIGNED: <u><i>James A. Boyles</i></u></p> <p>TITLE: <u>PRESIDENT</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p>						

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BID OPENING DATE: **07/10/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: LAWN09</p> <p>BID OPENING DATE: JULY 10, 2008</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 304-366-4698 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- James A. BOYERS -----</p>						

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LAWN09 General Specifications/Information:

1. Grade of equipment: All commercial grade equipment shall be designed for long hours of continuous use with very few equipment failures. Gasoline powered hand-held tools shall be powerful and light in weight and easily controlled. Engine shall have full crank shafts supported with heavy duty ball bearings on each end.
2. In order to assure the availability of required lawn equipment, the State has been divided geographically into four regions as follows:

Region I: Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Doddridge, Ritchie, Gilmer, Pleasants, Calhoun, Wirt, Wood, and Tyler Counties;

Region II: Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane and Jackson Counties;

Region III: Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor and Preston Counties; and

Region IV: Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster and Monroe Counties.

Vendors may bid on one or more regions at their discretion based on their ability to adequately serve specified regions.

Quote single percent discount from price list for all OEM Parts.

All equipment shall have operator safety warning labels attached as recommended by the outdoor power equipment institute (OEPI).

2. All equipment shall be furnished with operator's manual and parts list (if available). If, for example, one agency purchases (10) of one unit of the same model, then there shall be ten (10) operator's manuals, but one parts list is sufficient.
3. Warranty: A minimum warranty period of 1 year shall be provided for all commercial equipment including parts, labor, and faulty workmanship. A copy of the manufacturer's warranty should be provided with the vendor bid response.
4. Service/repair facilities: On this request for quotation, the bidder must identify at least four authorized service and repair facilities located in

various areas of the State of West Virginia. Provide name, location, phone and fax number. This information shall be entered on the pricing/information pages.

5. All orders from this contract totaling \$250.00 or more shall be delivered FOB: Destination. Delivery shall be within fourteen (14) days after receipt of order by vendor. All equipment orders less than \$250.00 shall be delivered FOB: Shipping Point. Any transportation costs will be invoiced as a separate charge with the original freight bill attached to the invoice.
6. Bidder is required to supply information on the contract coordinator(s) in the event they are the successful bidder. This information shall be entered on the pricing/information pages and shall include name, telephone number and fax number.
7. Pricing: All pricing is firm for a period of one (1) year. If the manufacturer should change or discontinue a model number, then the vendor shall provide an alternate model with the same performance and construction features at the original bid price.
8. The item(s) as specified is (are) shown only as an example of the quality level and operational characteristics required by the State of West Virginia and not intended to mean the only acceptable brand. Vendors who are bidding alternates must so state and include pertinent literature and specifications. Failure to provide information covering any alternates bid may be grounds for rejection of the bid.
9. If any proprietary, trade, brand, or manufacturer's name or part number is used here in describing the required equipment, it shall be understood to indicate the minimum standard of composition and quality required and shall not be construed to exclude equipment that equals or exceeds the functional capability and quality of the named equipment.
10. The equipment bid herein shall be of standard manufacturer and shall be new and shall be of the current production year model.
11. Each vendor should provide detailed specifications for the make and model offered with their bid.
12. Verification of product quality is the responsibility of the vendor. The State of West Virginia may require certified mail test data, certifications or samples for testing of material bid.

13. Successful vendor is to provide a nine (9) month summary report of procurement volumes by item and dollar amounts. This report must also include any purchases made by any political subdivision as well as state agencies in the State of West Virginia. This is a single annual report which is to be furnished at the beginning of the tenth month of the contract. The report is to be delivered to Jo Ann Adkins, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, West Virginia 25305-0130 or jo.a.adkins@wv.gov.
14. Vendor shall furnish manufacturer's certification that indicates you are able to supply new equipment as bid. This certification must have been in effect at the time of this bid.
15. Evaluation Procedure: All bids will be evaluated as to the lowest pricing on equipment which meets the specifications and is capable of being serviced and/or repaired at a minimum of four service locations within the State of West Virginia.
16. Previous annual purchases against the contract amount to approximately \$65,000. Subject annual dollar amount is shown for informational purposes only and is not intended to be construed as any guarantee of future contract usage.

LAWN09 Item Specifications

Items 1-5 – Lawn Mowers: Commercial Grade, Push & Walk – Behind, Rotary -Type:

- a. Engine: Gasoline Powered, 4 cycle, over-head valve (OHV), cast iron cylinder sleeve, full pressure lubrication, horsepower (minimum) is indicated on each line item.
- b. Deck: 12 to 14 gauge stamped steel or cast metal.
- c. Handles: Minimum 7/8" diameter, 14 gauge or 1" or 16 gauge continuous lopped, tubular steel.
- d. Controls: Positive control from the operator's position; variable running speeds, stoop, "Dead man" bar or lever to disengage the blade/engine.
- e. Wheels: Metal hubs with ball bearings on steel axel; rear wheel diameter: Minimum 8" semi-pneumatic wheel.
- f. Cutting: 3/4 inches to 4 inches acceptable; adjustable by hand without the use of hand tools. Minimum cutting width is indicated below.
- g. Equipment shall meet 2005 CA emission test

Items 6-7 – Trimmer and Brush Cutters: Commercial Grade

- a. Engine: Two or four cycle, gasoline powered; piston ported engine, aluminum piston with two piston rings, full crank shaft supported with heavy duty ball bearings on each end; recoil starter, 18 ounce (minimum) fuel tank capacity. Engine displace (minimum) is indicated below.
- b. Controls: Positive controls from the operator's position; variable running speeds, stop.
- c. Shaft: Straight solid steel shaft.
- d. Head: String trimmer with shield, 17" Minimum
- e. Warranty: One year commercial warranty, with lifetime clutch and shaft warranty.
- f. Accessories: Mandrel, t-wrench, safety glasses, with barrier bar.

Item 8-9 Lawn Edger

- a. Engine: Two or four cycle, gasoline powered, full crank shaft Supported with heavy duty ball bearings on each end; recoil starter, 18 ounce (minimum) fuel tank capacity.
- b. Shaft: Item 8 has a curved shaft
- c. Warranty: One year commercial warranty.

Items 10-13 – Chain Saws

- a. Engine: Two cycle, gasoline powered; chrome cylinder and aluminum; piston with two piston rings, full crank shaft supported with ball bearings on each end; recoil starter, solid state ignition, 1 pint (minimum) fuel tank capacity. Engine displacement (minimum) is indicated below. Anti-vibration; chain brake, outboard mounted sprocket, fully automatic oiler.
- b. Bar scabbard and t-wrench
- c. Must meet EPA emissions standards.

LAWN09 Item Specifications

Item 14 - Pole Pruner

- a. Engine: Two cycle, Gasoline Powered; chrome cylinder liner, piston with two piston rings, full crank shaft supported with ball bearings on each end; recoil starter, solid state ignition, 18 ounce minimum fuel tank capacity, automatic gear driver oiler.
- b. Extension: Adjustable extension shaft to 11.5 feet.

Item 15 – Power Washer

- a. Engine: Gasoline Powered; 2 cycle, recoil starter, XXXX ounce Minimum fuel tank capacity.
- b. Controls: Positive control of throttle lever and shut-off switch from Operator's position.
- c. Hose: High pressure hose.
- d. Warranty: 2 year commercial warranty.

Item 16-17 – Blower: Commercial Grade

- a. Engine: Gasoline Powered; 2 cycle, recoil starter, 16 ounce minimum fuel tank capacity. Engine displacement is indicated on each line item.
- b. Blower: Centrifugal type, metal housing or material of equivalent strength/durability.
- c. Controls: Positive control of throttle lever and shut-off switch from operator's position.
- d. Nozzles and Tubes: Detachable sections attached at blower discharge-flexible coupling on back pack type.
- e. Shoulder Harness Kit: Required on back pack type.

Item 18 – Garden Tractor

- a. Frame: Heavy duty 10 gauge welded steel frame.
- b. Engine: 25 HP twin cylinder engine with power steering.
- c. Transmission: Hydrostatic with cruise control.
- d. Deck: Free floating mower deck with full width rollers and quick hitch attachment removal system
- e. RMO: Reverse mowing option and 18" turn radius.

Item 19 – Garden Tractor – Zero Turn Radius

- a. Engine: 27 HP twin-cylinder engine with power steering.
- b. Transmission: Hydrostatic with cruise control.
- c. Speed: Up to 12 MPH forward and 8 MPH reverse.
- d. Cutting Deck: 60" cut ANSI-approved, 5.5" deep deck
- e. ROPS: Foldable rollover protection system
- f. Parking Brake: Lever actuated drum and band integrated with transmission neutral interlock.

Item 20 – Garden Tractor – Zero Turn Radius

- a. Engine: 31 HP twin-cylinder engine with power steering.
- b. Transmission: Hydrostatic
- c. Speed: Up to 13 MPH forward and 8 MPH reverse.
- d. Cutting Deck: 72" cut, ANSI-approved, 5.5" deep deck
- e. ROPS: Foldable rollover protection system
- f. Parking Brake:

LAWN09 Item Specifications

Item 21 – Utility Vehicle

- a. Engine: 11 HP / 4 cycle gasoline engine. OHV
 - b. Towing Capacity: 900 lb on level terrain.
- Speed: Up to 20 MPH forward.

Lawn09
Pricing/Information Page

Region I - Hancock, Brooke, Ohio, Marshall, Wetzel, Monongalia, Marion, Harrison, Doddridge, Gilmer,									
Company Name:									
Must be equal to or exceed:									
Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total	
1	Lawn Mower, 4.5 HP, side discharge, push type, 21" Cut Width	Toro	22175	10	No Bid				
2	Lawn Mower, 5.5 HP, side discharge, self propelled type, 21" cut width	Toro	22145	10	No Bid				
3	Lawn Mower, 15HP, side discharge, hydrostatic, 36" cut width (walk-behind)	Gravelly	HE1536FXP	4	JOHN DEERE	7417	4348 ²	17,392 ²⁴	
4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	John Deere	7417	4	JOHN DEERE	7417	4348 ²	17,392 ²⁴	
5	Lawn Mower, 20 HP, side discharge, self propelled type, 52" cut width, swivel front wheels, hydro drive	Exmark	TT23KCFMD524	7	JOHN DEERE	7419	4865 ²⁵	34056 ²⁸	
6	Line Trimmer/Brush Cutter, engine displacement 31.4cc engine,	Stihl	FS100RX	30	No Bid				
7	Line Trimmer/Brush Cutter, engine displacement 36 cc engine minimum,	Stihl	FS130R	40	No Bid				
7a	Bulk String, 5 lbs .95	Stihl	0000-930-2718	50	No Bid				
7b	Brush Knife, 3 prong	Stihl	4112-713-4100	10	No Bid				
7c	Shoulder Strap for item 6 and 7			25	No Bid				

Lawn09
Pricing/Information Page

Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
8	Lawn Edger, engine displacement 28.4 cc	Stihl	FC 90	4	No Bid			
9	Lawn Edger, 4 HP, 9" blade	Troy-bilt	Lawn Edger	8	" "			
10	Heavy Duty 16" chain saw, 56.5 cc (minimum), 3.8 BHP,	Stihl	MS290	5	" "			
11	Heavy Duty 18" Chain Saw, 64.1 cc (minimum) 4.3 BHP	Stihl	MS390	5	" "			
12	Heavy Duty 20" chain saw, 59.0 cc (Minimum) 4.4BHP	Stihl	MS361	5	" "			
13	Heavy Duty 25" Chain Saw, 76.5 CC (Minimum) 6.0 BHP	Stihl	MS460	5	" "			
14	Pole Pruner, 12" chain bar, engine displacement 31.4 CC (Minimum), 1.3 BHP	Stihl	HT101	10	" "			
15	Power washer, 3000 PSI, 190 cc, 30' 1/4" high pressure hose	Troy-bilt	3000 PSI MAX	6	John Deere	LP020298	699.88	4199.28
16	Blower, hand-tote, engine displacement 27 CC (Minimum), air volume: 4r30 CFM at end of tube	Stihl	BG65 D	5	No Bid			
17	Blower, back pack, engine displacement - 64CC (Minimum), 530 CFM air volume at the end of the tube, handle with controls mounted on tube, padded shoulder strap.	Stihl	BR550	30	" "			
18	Garden Tractor, 25 HP, side discharge, hydrostatic, 50" cut, 18" turn radius, key choice mowing,	Cub Cadet	LT 1050	4	John Deere	LA175	2802.93	11211.72

Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
19	Lawn Mower, 27 HP, zero turn radius, 60" cut width, 5.5" deep deck, ANSI approved, deluxe roll suspension seat, fuel capacity, 10 gallons(min), Standard foldable rollover protection systems (ROPS), Hydro tracking adjustment	John Deere	Z830A	3	John Deere	Z830A	11540 ⁸⁵	34620 ⁸²
20	Lawn Mower, 31 HP, zero turn radius, 72" cut width, 5.5" deep deck, ANSI approved, fuel capacity 12 gallons(min.), standard foldable rollover protection systems (ROPS), Hydro tracking adjustment	Gravelly	272H XDZ	2	John Deere	Z850A	12725 ⁶¹	25447 ⁷²
21	Utility Vehicle, 11 HP, 900 lb. towing capacity, ground clearance of 9.8" from foot platform. Seating capacity of 2.	Gator	TS	2	John Deere	TS	6587 ⁸¹	13175 ⁶²
	PARTS Discount from list:							
			10 %					

Vendor Name MIDDLETOWN TRACTOR

Phone # 304-366-4690

3345 WINTERHALL BLVD.

Fax # 304-366-4698

FAIRMONT, W.V. 26554

Email: Tom@MiddletownTractor.com

Company Representative Thomas A. Boyars
(Please print)

Authorized Signature [Signature]

Region II - Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane and Jackson		Company Name:		Must be equal to or exceed:	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
Item	Description	Brand	Model	Usage	Brand Bid	Model Bid	Unit Cost	Total	
1	Lawn Mower, 4.5 HP, side discharge, push type, 21" Cut Width	Toro	22175	10	No Bid				
2	Lawn Mower, 5.5 HP, side discharge, self propelled type, 21" cut width	Toro	22145	10	" "				
3	Lawn Mower, 15HP, side discharge, hydrostatic, 36" cut width (walk-behind)	Gravelly	HE1536FXP	4	John Deere	7417	4415 ²¹	17661 ²⁵	
4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	John Deere	7417	4	" "	"	4415 ²¹	17661 ²⁴	
5	Lawn Mower, 20 HP, side discharge, self propelled type, 52" cut width, swivel front wheels, hydro drive	Exmark	TT23KCFMD524	7	" "	7419	4932 ²⁵	34529 ²⁸	
6	Line Trimmer/Brush Cutter, engine displacement 31.4cc engine,	Stihl	FS100RX	30	No Bid				
7	Line Trimmer/Brush Cutter, engine displacement 36 cc engine minimum,	Stihl	FS130R	40	" "				
7a	Bulk String, 5 lbs .95	Stihl	0000-930-2718	50	" "				
7b	Brush Knife, 3 prong	Stihl	4112-713-4100	10	" "				
7c	Shoulder Strap for Item 6 and 7			25	" "				
8	Lawn Edger, engine displacement 28.4 cc	Stihl	FC 90	4	" "				
9	Lawn Edger, 4 HP, 9" blade	Troy-bilt	Lawn Edger	8	" "				

Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
10	Heavy Duty 16" chain saw, 56.5 cc (minimum), 3.8 BHP	Stihl	MS290	5	No Bid			
11	Heavy Duty 18" Chain Saw, 64.1 cc (minimum) 4.3 BHP	Stihl	MS390	5	" "			
12	Heavy Duty 20" chain saw, 59.0 cc (Minimum) 4.4BHP	Stihl	MS361	5	" "			
13	Heavy Duty 25" Chain Saw, 76.5 CC (Minimum) 6.0 BHP	Stihl	MS460	5	" "			
14	Pole Pruner, 12" chain bar, engine displacement 31.4 CC (Minimum), 1.3 BHP	Stihl	HT101	10	" "			
15	Power washer, 3000 PSI, 190 cc, 30' 1/4" high pressure hose	Troy-bilt	3000 PSI MAX	6	John Deere	LP020898	699. ⁰⁰	4,199. ⁰⁸
16	Blower, hand-tote, engine displacement 27 CC (Minimum), air volume: 4r30 CFM at end of tube	Stihl	BG65 D	5	No Bid			
17	Blower, back pack, engine displacement - 64CC (Minimum), 530 CFM air volume at the end of the tube, handle with controls mounted on tube, padded shoulder strap.	Stihl	BR550	30	" "			
18	Garden Tractor, 25 HP, side discharge, hydrostatic, 50" cut, 18" turn radius, key choice mowing.	Cub Cadet	LT 1050	4	John Deere	LA 175	2870. ⁰³	11480. ⁰⁸
19	Lawn Mower, 27 HP, zero turn radius, 60" cut width, 5.5" deep deck, ANSI approved, deluxe roll suspension seat, fuel capacity, 10 gallons(min), Standard foldable rollover protection systems (ROPS), Hydro tracking adjustment	John Deere	Z830A	3	" "	Z 830 A	11608. ⁰⁴	34824. ⁰⁸

Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
20	Lawn Mower, 31 HP, zero turn radius, 72" cut width, 5.5" deep deck, ANSI approved, fuel capacity 12 gallons(min.), standard foldable rollover protection systems (ROPS), Hydro tracking adjustment	Gravely	272H XDZ	2	John Deere	Z850A	17750	25581
21	Utility Vehicle, 11 HP, 900 lb. towing capacity, ground clearance of 9.8" from foot platform. Seating capacity of 2.	Gator	TS	2	John Deere	TS	665501	13310
	PARTS	Discount from list:	10 %					

Vendor Name MIDDLETOWN TRACTOR

Phone # 304-366-4690

2345 WATKINS BLVD
Address

Fax # 304-366-4698

FARMORT, W.V. 26054

Email: Tim@MiddleTownTractor.com

Company Representative James Boyles
(Please print)
Authorized Signature [Signature]

Region III - Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor, and Preston

Company Name:

Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
		Must be equal to or exceed:						
1	Lawn Mower, 4.5 HP, side discharge, push type, 21" Cut Width	Toro	22175	10	No Bid		17	17
2	Lawn Mower, 5.5 HP, side discharge, self propelled type, 21" cut width	Toro	22145	10	" "			
3	Lawn Mower, 15HP, side discharge, hydrostatic, 36" cut width (walk-behind)	Gravelly	HE1536FXP	4	John Deere	7H17	4482 ⁵¹	17520 ²⁴
4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	John Deere	7H17	4	" "	7H17	4482 ⁵¹	17930 ²⁴
5	Lawn Mower, 20 HP, side discharge, self propelled type, 52" cut width, swivel front wheels, hydro drive	Exmark	TT23KCFMD524	7	" "	7H19	4999 ⁹⁵	34999 ⁶⁵
6	Line Trimmer/Brush Cutter, engine displacement 31.4cc engine,	Stihl	FS100RX	30	No Bid			
7	Line Trimmer/Brush Cutter, engine displacement 36 cc engine minimum,	Stihl	FS130R	40	" "			
7a	Bulk String, 5 lbs. .95	Stihl	0000-930-2718	50	" "			
7b	Brush Knife, 3 prong	Stihl	4112-713-4100	10	" "			
7c	Shoulder Strap for Item 6 and 7			25	" "			
8	Lawn Edger, engine displacement 28.4 cc	Stihl	FC 90	4	" "			
9	Lawn Edger, 4 HP, 9" blade	Troy-bilt	Lawn Edger	8	" "			

Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
10	Heavy Duty 16" chain saw, 56.5 cc (minimum), 3.8 BHP,	Stihl	MS290	5	No Bid			
11	Heavy Duty 18" Chain Saw, 64.1 cc (minimum) 4.3 BHP	Stihl	MS390	5	" "			
12	Heavy Duty 20" chain saw, 59.0 cc (Minimum) 4.4BHP	Stihl	MS361	5	" "			
13	Heavy Duty 25" Chain Saw, 76.5 CC (Minimum) 6.0 BHP	Stihl	MS460	5	" "			
14	Pole Pruner, 12" chain bar, engine displacement 31.4 CC (Minimum), 1.3 BHP	Stihl	HT101	10	" "			
15	Power washer, 3000 PSI, 190 cc, 30' 1/4" high pressure hose	Troy-bilt	3000 PSI MAX	6	John Deere	LP020298	699. 88	4,199. 28
16	Blower, hand-tote, engine displacement 27 CC (Minimum), air volume: 4r30 CFM at end of tube	Stihl	BG65 D	5	No Bid			
17	Blower, back pack, engine displacement - 64CC (Minimum), 530 CFM air volume at the end of the tube, handle with controls mounted on tube, padded shoulder strap.	Stihl	BR550	30	" "			
18	Garden Tractor, 25 HP, side discharge, hydrostatic, 50" cut, 18" turn radius, key choice mowing.	Cub Cadet	LT 1050	4	John Deere	LA175	2937. 33	11749. 32
19	Lawn Mower, 27 HP, zero turn radius, 60" cut width, 5.5" deep deck, ANSI approved, deluxe roll suspension seat, fuel capacity, 10 gallons(min), Standard foldable rollover protection systems (ROPS), Hydro tracking adjustment	John Deere	Z830A	3	John Deere	Z830A	11675. 29	35025. 87

Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
20	Lawn Mower, 31 HP, zero turn radius, 72" cut width, 5.5" deep deck, ANSI approved, fuel capacity 12 gallons(min.), standard foldable rollover protection systems (ROPS), Hydro tracking adjustment	Gravelly	272H XDZ	2	John Deere	Z850A	12856 ⁰¹	25716 ⁰²
21	Utility Vehicle, 11 HP, 900 lb. towing capacity, ground clearance of 9.8" from foot platform. Seating capacity of 2.	Gator	TS	2	John Deere	TS	6722 ²¹	13444 ⁴²
	PARTS Discount from list:	10 %						

Vendor Name MIDDLEBURY TRACTOR
2345 WHITEHALL BLDG.
 Address
FARMINGTON, VT 26554

Phone # 304-366-4690
 Fax # 304-366-4698
 Email: John MiddleburyTractor.com

Company Representative Tim Bayers
 (Please print)
 Authorized Signature [Signature]
 Signature [Signature]

Region IV - Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster and Monroe

Company Name:

Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
Must be equal to or exceed:								
1	Lawn Mower, 4.5 HP, side discharge, push type, 21" Cut Width	Toro		10	No Bid			
2	Lawn Mower, 5.5 HP, side discharge, self propelled type, 21" cut width	Toro	22145	10	" "			
3	Lawn Mower, 15HP, side discharge, hydrostatic, 36" cut width (walk-behind)	Gravelly	HE1536FXP	4	John Deere	7H17	4482 ⁵¹	17930 ⁸⁹
4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	John Deere	7H17	4	" "	7H17	4482 ⁵¹	17930 ⁸⁹
5	Lawn Mower, 20 HP, side discharge, self propelled type, 52" cut width, swivel front wheels, hydro drive	Exmark	TT23KCFMD524	7	" "	7H19	4999 ⁹⁵	34999 ¹⁵
6	Line Trimmer/Brush Cutter, engine displacement 31.4cc engine,	Stihl	FS100RX	30	No Bid			
7	Line Trimmer/Brush Cutter, engine displacement 36 cc engine minimum,	Stihl	FS130R	40	" "			
7a	Bulk String, 5 lbs .95	Stihl	0000-930-2718	50	" "			
7b	Brush Knife, 3 prong	Stihl	4112-713-4100	10	" "			
7c	Shoulder Strap for Item 6 and 7			25	" "			
8	Lawn Edger, engine displacement 28.4 cc	Stihl	FC 90	4	" "			
9	Lawn Edger, 4 HP, 9" blade	Troy-bilt	Lawn Edger	8	" "			

Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
10	Heavy Duty 16" chain saw, 56.5 cc (minimum), 3.8 BHP,	Stihl	MS290	5	No Bid			
11	Heavy Duty 18" Chain Saw, 64.1 cc (minimum) 4.3 BHP	Stihl	MS390	5	" "			
12	Heavy Duty 20" chain saw, 59.0 cc (Minimum) 4.4BHP	Stihl	MS361	5	" "			
13	Heavy Duty 25" Chain Saw, 76.5 CC (Minimum) 6.0 BHP	Stihl	MS460	5	" "			
14	Pole Pruner, 12" chain bar, engine displacement 31.4 CC (Minimum), 1.3 BHP	Stihl	HT101	10	" "			
15	Power washer, 3000 PSI, 190 cc, 30' 1/4" high pressure hose	Troy-bilt	3000 PSI MAX	6	John Deere	LP020298	657. 00	4199.28
16	Blower, hand-tote, engine displacement 27 CC (Minimum), air volume: 4f30 CFM at end of tube	Stihl	BG65 D	5	No Bid			
17	Blower, back pack, engine displacement - 64CC (Minimum), 530 CFM air volume at the end of the tube, handle with controls mounted on tube, padded shoulder strap.	Stihl	BR550	30	" "			
18	Garden Tractor, 25 HP, side discharge, hydrostatic, 50" cut, 18" turn radius, key choice mowing.	Cub Cadet	LT 1050	4	John Deere	LA175	2937. 00	11749. 00
19	Lawn Mower, 27 HP, zero turn radius, 60" cut width, 5.5" deep deck, ANSI approved, deluxe roll suspension seat, fuel capacity, 10 gallons(mn), Standard foldable rollover protection systems (ROPS), Hydro tracking adjustment	John Deere	Z830A	3	John Deere	Z830A	11675. 00	35025. 00

Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
20	Lawn Mower, 31 HP, zero turn radius, 72" cut width, 5.5" deep deck, ANSI approved, fuel capacity 12 gallons(min.), standard foldable rollover protection systems (ROPS), Hydro tracking adjustment	Gravely	272H XDZ	2	John Deere	Z850A	12858.01	25716.02
21	Utility Vehicle, 11 HP, 900 lb. towing capacity, ground clearance of 9.8" from foot platform. Seating capacity of 2.	Gator	TS	2	John Deere	TS	6722.21	13444.42
	Parts							
	Discount from list:	10 %						

Vendor Name MIDDETTOWN TRACTOR

2345 WITTENAU BLVD

Address

FAIRMONT, W.V. 26554

Phone # 304-366-4690

Fax # 304-366-4698

Email: Tim@MiddletownTractor.com

Company Representative Tim Boyles

(Please print)

Authorized Signature [Signature]

LAWN09 SERVICE / REPAIR FACILITIES

Northern West Virginia

Company Name
Address
Telephone
Fax
E-mail

MIDDLETON TRACTOR
2345 WHITEHALL BLVD
FAIRMONT W.V. 26554
304-366-4690
304-366-4698

Western West Virginia

Company Name
Address
Telephone
Fax
E-mail

MIDDLETON TRACTOR
2345 WHITEHALL BLVD
FAIRMONT W.V. 26554
304-366-4690
304-366-4698

Eastern West Virginia

Company Name
Address
Telephone
Fax
E-mail

MIDDLETON TRACTOR
2345 WHITEHALL BLVD
FAIRMONT W.V. 26554
304-366-4690
304-366-4698

Southern West Virginia

Company Name
Address
Telephone
Fax
E-mail

ARMYNAEZ EQUIPMENT
6777 MERRITS CREEK
HUNTINGTON W.V. 25702
304-786-2120

Central West Virginia

Company Name
Address
Telephone
Fax
E-mail

MIDDLETON TRACTOR
2345 WHITEHALL BLVD
FAIRMONT W.V. 26554
304-366-4690
304-366-4698

See Appendix

MIDDLETOWN TRACTOR SALES

2032 FAIRMONT AVENUE
FAIRMONT WV 26554
3043664690

CARMICHAEL EQUIPMENT, INC.

6777 MERRITTS CREEK ROAD
HUNTINGTON WV 25702
3047362120

FLATWOODS LAWN & GDN SUPP

ROUTE 19
FLATWOODS WV 26621
3047655295

HAYHURST EQUIPMENT, INC.

435 W. MYLES AVENUE
PENNSBORO WV 26415
3046592917

CONN'S SERVICE CENTER, INC.

#5 MERCER PLAZA
MERCER MALL ROAD
BLUEFIELD WV 24701
3043278531

HARVEST EQUIPMENT COMPANY

ROUTE 219 NORTH
HC 82 BOX 40 G
LEWISBURG WV 24901
3046454400

L & T FARM EQUIPMENT, INC.

RT 3 ST RTS 4 & 20 BOX 153
BUCKHANNON WV 26201
3044721710

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt 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 exceed five percent of the total contract amount.

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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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

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

Vendor's Name: MIDDLETOWN TRACTOR

Authorized Signature:  Date: 02 July 2008

WARRANTY FOR NEW JOHN DEERE AGRICULTURAL PRODUCTS AND LIMITED WARRANTY FOR NEW JOHN DEERE COMMERCIAL & CONSUMER EQUIPMENT (U.S. Only)

- A. GENERAL PROVISIONS** - The warranties described below are provided by Deere & Company ("John Deere") to the original purchasers of new Agricultural and Commercial & Consumer Equipment from John Deere or authorized John Deere dealers. These warranties apply only to equipment intended for sale in the U.S. Under these warranties, John Deere will repair or replace, at its option, any covered part which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in the U.S. or Canada, and authorized by John Deere to sell and/or service the type of product involved, which will use only new or remanufactured parts or components furnished by John Deere. Warranty service will be performed without charge to the purchaser for parts or labor. The purchaser will be responsible, however, for any service call and/or transportation of product to and from the dealer's or service center's place of business, for any premium charged for overtime labor requested by the purchaser, and for any service and/or maintenance not directly related to any defect covered under the warranties below. Non-John Deere engines in self-propelled Forage Harvesters are warranted separately by their respective manufacturer. John Deere's Obligation shall not apply to Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty period.
- B. WHAT IS WARRANTED** - All parts of any new John Deere product, except non-John Deere engines in self-propelled Forage Harvesters, tires, radios, and batteries (which are warranted under separate documents provided with each product), are warranted for the number of months or operating hours specified below.

AGRICULTURAL PRODUCTS		WARRANTY TERM	LAWN & GARDEN EQUIPMENT	WARRANTY TERM
TRACTORS	24 Months - Or 2,000 Hours Whichever Comes First *		1) All Lawn & Garden Equipment and Attachments and Compact Series Gators (except for equipment listed in 2 below)	24 Months in Private Residential - Personal Use 12 Months in Any Other Application
SCRAPERS	6 Months		2) 100, L100 and G100 Series Tractors and Attachments and Walk-Behind Mowers under 36"	24 Months in Private Residential - Personal Use 90 Days in Any Other Application
OTHER PRODUCTS, Including Ag Management Solutions (AMS) Products	12 Months		COMMERCIAL EQUIPMENT	
ENGINES IN SELF-PROPELLED PRODUCTS OTHER THAN TRACTORS	24 Months - Or 2,000 Hours Whichever Comes First		3) Wide Area Mowers, Front Mower Tractor Units (with diesel or 20 HP and above engines), Z-TRAK Mowers, Commercial Walk Behind Mowers (36" or larger), and 7-IRON Mower Decks	24 Months
			4) Utility Tractors, Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
			a) Powertrain on Compact Utility Tractors (components as per B above)	36 Months or 2000 Hours, Whichever Comes First
			5) Gator Utility Vehicles (except Compact Series), Tractor Loader Backhoes (TLB), Other mower decks, implements, and attachments for Equipment listed in 3,4,5	12 Months or 1000 Hours, Whichever Comes First
			UTILITY ALL TERRAIN VEHICLES	
			6) Utility All Terrain Vehicles (UATV) and attachments	6 Months

Engine Items Covered - Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsional damper, manifolds and engine oil cooler.

Engine Items Not Covered during months 13 through 24 - Oil filler tube, engine filters and filter gaskets, air cleaners and associated parts, engine mounts and supports, all pulleys and belts, starter, alternator, linkage and cables, radiator, and hoses, engine oil lines, water piping, muffler and associated parts, fuel tank and associated parts, cold weather starting aids, fan and fan drives.

* Warranty Term for all tractors used in Earthmoving applications (other than those designated as "Scraper" tractors and ordered from the factory as such) is 90 Days.

Each warranty term begins on the date of product delivery to the purchaser (except for certain agricultural tillage, planting, cultivating, and harvesting products which may have a delayed warranty start date, but only if established by John Deere and noted by the dealer, on the purchase order).

Sweeps, Shovels, Plow Shares and Disk Blades - A replacement part will be furnished without charge if the following John Deere items break during the applicable warranty term, subject to these conditions:

SWEEPS & SHOVELS - When breakage occurs on items which do not show appreciable wear.

PLOW SHARES - When breakage occurs before the plow share reaches the following wear limits (labor not included - wear to be measured perpendicularly across the middle of the front bolt hole): INCH DIMENSION SHARES: 1/2 inch of wear (3 1/2 inches remaining); METRIC DIMENSION SHARES: 15mm of wear (100mm remaining).

DISK BLADES - When warrantable breaks occur as shown in the operator's manual on blades that have worn less than 10 percent of the original diameter (center breakage excluded).

WHEN APPLICABLE, A SEPARATE EMISSIONS WARRANTY STATEMENT WILL BE PROVIDED BY YOUR JOHN DEERE DEALER.

- C. WHAT IS NOT WARRANTED - JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING:** (1) Used Products; (2) Frontier Equipment™ products. Warranty is the responsibility of the original manufacturer. The customer should contact a Frontier Equipment™ dealer for details; (3) Any product that has been altered or modified in ways not approved by John Deere: including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (4) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow the product's Operator Manual recommendations; (5) Normal maintenance parts and service including, but not limited to, oil, filters, coolants, and conditioners, cutting parts, belts, brake and clutch linings; (6) UATV if used for racing or any other competitive activity.

- D. INCLUDED IN COMPACT UTILITY TRACTOR POWERTRAIN WARRANTY - Engine:** cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). **Powertrain:** hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders).

- E. SECURING WARRANTY SERVICE** - To secure warranty service, purchaser must (1) report the product defect to an authorized dealer and request repair within the applicable warranty term, (2) present evidence of the warranty start date, and (3) make the product available to the dealer or service center within a reasonable period of time.

- F. NO IMPLIED WARRANTY OR OTHER REMEDY - AGRICULTURAL PRODUCTS** - Where permitted by law, neither John Deere or any company affiliated with it makes any warranties, representations, or promises, express or implied as to the quality or performance, or freedom from defect of its agricultural products other than those set forth above, and NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. The only remedies the purchaser has in connection with the breach of performance of any warranty on John Deere agricultural products are those set forth above.

- G. LIMITATION OF IMPLIED WARRANTIES OR OTHER REMEDIES - COMMERCIAL & CONSUMER EQUIPMENT** - To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, or promises express or implied as to the quality, performance or freedom from defect of the Commercial & Consumer Equipment covered by this warranty. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE, SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE COMMERCIAL & CONSUMER EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the product. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

- H. NO DEALER WARRANTY** - THE SELLING DEALER MAKES NO WARRANTY OF ITS OWN AND THE DEALER HAS NO AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

- I. If further information is desired, contact your selling dealer or DEERE & COMPANY MOLINE, IL at 1-866-993-3373.**