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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

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LAWN09

ADDRESS CORRESPONDENCE TO ATTENTION OF

JO ANN ADKINS 304-558-8802

*709050845 304-338-4856 ROUTE 1 BOX 55 **VALLEY BEND WV**

MOUNTAIN VIEW EQUIPMENT SALES

26293

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### 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.
- 15. West Virginia Alcohol & Drug-Free Workplace Act: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

### **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.
- 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
Department of Administration
Purchasing Division

Request for
Quotation 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

RFQ NUMBER LAWN09

ADDRESS CORRESPONDENCE TO ATTENTION OF

JO ANN ADKINS 04-558-8802

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

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### 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: Mountain	View	Eguipmon	1 Sales Inc		
Authorized Signature: Leon	分	Kenny	Date:	7/7/08	

Purchasing Affidavit (Revised 06/15/07)

# LAWN09 SERVICE / REPAIR FACILITIES

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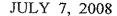
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2	Lawn Mower, 5.5 HP, side discharge, self propelled type, 21" cut width	Toro	22145	10				, p. 4. p. 1. p. 4. p. 1. p. 4. p. 1. p. 4. p. 1. p. 1
က	Lawn Mower, 15HP, side discharge, hydrostatic, 36" cut width (walk- behind)	Gravely	HE1536FXP	4	Graveh	988 120 HR1536 FXP Recol Start	3644.00	1477600
4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	John Deere 7H17	7H17	4				
Q	Lawn Mower, 20 HP, side discharge, self propelled type, 52" curt width, swivel front wheels, hydro drive	Exmark	TT23KCFMD524	2	The state of the s			
ဖ	Line Trimmer/Brush Cutter, engine displacement 31.4cc engine,	Stihl	FS100RX	30				
	Line Trimmer/Brush Cutter, engine displacement 36 cc engine minimum,	Stihl	FS130R	40				
7a	Bulk String, 5 lbs .95	Stihl	0000-930-2718	50				
2/2	Shoulder Strap for Item 6 and 7	UID CILL	4112-713-4100	10				
8	Lawn Edger, engine displacement 28.4 cc	Stihl	FC 90	4				
6	Lawn Edger, 4 HP, 9" blade	Troy-bilt	Lawn Edger	8				

# LAWN09 Pricing/Information Page

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	Heavy Duty 16" chain saw, 56.5 cc		Management 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975 - 1975					
9	(minimum), 3.8 BHP,	Stihi	MS290	2				
	Heavy Duty 18" Chain Saw, 64.1 cc		A-A-A-L-y-a-t-y-y-a-t-y-y-a-t-y-y-a-t-y-y-a-t-y-y-a-t-y-y-a-t-y-y-a-t-y-y-a-t-y-y-a-t-y-y-a-t-y-y-a-t-y-y-a-t-y		**************************************	**************************************		
=	(minimum) 4.3 BHP	Stihl	MS390	2				
	Heavy Duty 20" chain saw, 59.0 cc		**************************************			***************************************		
12	(Minimum) 4.4BHP	Stihl	MS361	S				
	Heavy Duty 25" Chain Saw, 76.5 CC							
13	(Minimum) 6.0 BHP	Stihl	MS460	ഹ				
	Pole Pruner, 12 " chain bar, engine		MANATA PARTITION OF THE PROPERTY OF THE PARTITION OF THE					
	displacement 31.4 CC (Minimum), 1.3				•			
14	ВНР	Stihl	HT101	9				
						ALAMAMA AND THE TRANSPORT OF THE PROPERTY OF T		
	Power washer, 3000 PSI, 190 cc, 30'							
15	1/4" high pressure hose	Troy-bilt	3000 PSI MAX	9				
	Blower, hand-tote, engine							
	displacement 27 CC (Minimum), air							
16	volume: 4r30 CFM at end of tube	Stihl	BG65 D	ည				
	Blower, back pack, engine							
	displacement - 64CC (Minimum), 530							
	CFM air volume at the end of the							
	tube, handle with controls mounted on							
17	tube, padded shoulder strap.	Stihl	BR550	30				
	Garden Tractor, 25 HP, side				***************************************	***************************************		
	discharge, hydrostatic, 50" cut, 18"							· · · · · · · · · · · · · · · · · · ·
48	turn radius, key choice mowing,	Cub Cadet	Cadet  LT 1050	4				*****
	Lawn Mower, 27 HP, zero turn radius,		ARABINA (ALABANA) AND			***************************************		
	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							
19	adjustment	John Deere Z830A	Z830A	3				

LAWN09 Pricing/Information Page

Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
20	ທົ	Gravely	272H XDZ	2	Graveh	992168 272HX02		
. 21	Utility Vehicle, 11 HP, 900 lb. towing capacity, ground clearance of 9.8" from foot platform. Seating capacity of 2.		TS	2			,	
	Discount from list for PARTS ONLY:	ری %						
Vendor Na  Refresent  Authorized Signature	Vendor Name Mountain View Equipment Soles RT1 BoxSS Address Valley Bowl, W V 26283 Company Representative Leon K Rennix Authorized Signature Signature	gmont S	526	Phone Fax #Email:	Phone # 304-338-4986  Fax # 304-338-6945  Email: Mrt Vica Eguile	Phone # 304-338-6945 Fax # 304-338-6945 Email: Mrt Vica Eguin (9) moor wet	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	





To Whom It May Concern:

Mountain View Equipment, dealer number, 65006982, is a registered and legal dealer for for all products for the Ariens Company. This is to include full factory authorization for repair, warranty and service work on all GRAVELY PRODUCTS. They have been a dealer since 1978 and act as our agent for the state of West Virginia.

Stan Root District Manager The Ariens Company

> Ariens Company 655 West Ryan Street P.O. Box 157 Brillion, WI 54110-0157 U.S.A.

**920-756-2141**Fax: 920-756-2407
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