



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

State of West Virginia  
 Request for Quotation  
 13 - Equipment

Proc Folder: 421101

Doc Description: TIGER ROTARY & BOOM MOWER OEM PARTS OR EQUAL

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-02-20	2018-03-08 13.30.00	CRFQ 0803 DOT1800000066	1

**BIDDER INFORMATION**  
 BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**  
 Vendor Name, Address and Telephone Number:  
 THE TRACTOR GUYS, LLC  
 1169 RIPLEY ROAD  
 RIPLEY WV 25271  
 304-372-9875

03/06/18 10:02:19  
 Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**  
 Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature: *Shanice Hackney* FEIN # 27-0951894 DATE 3.3.18  
 All offers subject to all terms and conditions contained in this solicitation

**ALL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation (WVDOT), the West Virginia Division of Highways (WVDOT), to establish an open-end contract for Tiger Rotary and Boom Mower OEM Parts or Equal per attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TIGER ROTARY & BOOM MOWER OEM PART OR EQUAL	0.00000	EA	2708.40	2708.40

Comm Code	Manufacturer	Specification	Model #
30101700			

Extended Description :  
TIGER MOWER OEM PART NUMBER 32143 BEAM OR EQUAL

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page to their bid. See Section 18 of Instructions to Bidders for additional information.

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No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	TIGER ROTARY & BOOM MOWER OEM PART OR EQUAL	0.00000	EA	97.58	97.58

Comm Code	Manufacturer	Specification	Model #
30101700			

Extended Description :  
TIGER MOWER OEM PART NUMBER TF4500A ARM PIVOT OR EQUAL

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page to their bid. See Section 18 of Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	TIGER ROTARY & BOOM MOWER OEM PART OR EQUAL	0.00000	EA	84.80	84.80

Comm Code	Manufacturer	Specification	Model #
31163213			

Extended Description :  
TIGER MOWER OEM PART NUMBER TF4506B ARM, LIFT, LINKAGE OR EQUAL

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page to their bid. See Section 18 of Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	TIGER ROTARY & BOOM MOWER OEM PART OR EQUAL	0.00000	EA	73.99	73.99

Comm Code	Manufacturer	Specification	Model #
31163213			

Extended Description :  
TIGER MOWER OEM PART NUMBER TF4507B ARM, LIFT, LINKAGE OR EQUAL

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page to their bid. See Section 18 of Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	TIGER ROTARY & BOOM MOWER OEM PART OR EQUAL	0.00000	EA	60.39	60.39

Comm Code	Manufacturer	Specification	Model #
42322003			

**Extended Description :**

TIGER MOWER OEM PART NUMBER 34655 ELBOW OR EQUAL

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page to their bid. See Section 18 of Instructions to Bidders for additional information.

VOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	TIGER ROTARY & BOOM MOWER OEM PART OR EQUAL	0.00000	EA	170.81	170.81

Comm Code	Manufacturer	Specification	Model #
30103900			

**Extended Description :**

TIGER MOWER OEM PART NUMBER 28857A DRIVESHFT OR EQUAL

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page to their bid. See Section 18 of Instructions to Bidders for additional information.

VOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	TIGER ROTARY & BOOM MOWER OEM PART OR EQUAL	0.00000	EA	368.57	368.57

Comm Code	Manufacturer	Specification	Model #
26101749			

**Extended Description :**

TIGER MOWER OEM PART NUMBER 32613 CRANKSHAFT OR EQUAL

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page to their bid. See Section 18 of Instructions to Bidders for additional information.

NOTE 13		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	TIGER ROTARY & BOOM MOWER OEM PART OR EQUAL	0.00000	EA	50.29	50.29

Comm Code	Manufacturer	Specification	Model #
31161612			

**Extended Description :**  
TIGER MOWER OEM PART NUMBER 6T3001 PIN OR EQUAL

Note: Vendor shall use Exhibit\_A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page to their bid. See Section 18 of Instructions to Bidders for additional information.

NOTE 13		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	TIGER ROTARY & BOOM MOWER OEM PART OR EQUAL	0.00000	EA	827.32	827.32

Comm Code	Manufacturer	Specification	Model #
40141600			

**Extended Description :**  
TIGER MOWER OEM PART NUMBER 34115 VALVE OR EQUAL

Note: Vendor shall use Exhibit\_A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page to their bid. See Section 18 of Instructions to Bidders for additional information.

NOTE 13		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	TIGER ROTARY & BOOM MOWER OEM PART OR EQUAL	0.00000	EA	106.82	106.82

Comm Code	Manufacturer	Specification	Model #
31251510			

Extended Description :

TIGER MOWER OEM PART NUMBER 34093 SOLENOID OR EQUAL

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page to their bid. See Section 18 of Instructions to Bidders for additional information.

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ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City                      WV99999	No City                      WV 99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	TIGER ROTARY & BOOM MOWER OEM PART OR EQUAL	0.00000	EA	109.83	109.83

Comm Code	Manufacturer	Specification	Model #
39103900			

Extended Description :

TIGER MOWER OEM PART NUMBER TF1045B STUB SHAFT OR EQUAL

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page to their bid. See Section 18 of Instructions to Bidders for additional information.

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ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City                      WV99999	No City                      WV 99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	TIGER ROTARY & BOOM MOWER OEM PART OR EQUAL	0.00000	EA	52.65	52.65

Comm Code	Manufacturer	Specification	Model #
31181719			

Extended Description :

TIGER MOWER OEM PART NUMBER TF4514A PIN, SWIVEL OR EQUAL

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page to their bid. See Section 18 of Instructions to Bidders for additional information.

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No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	TIGER ROTARY & BOOM MOWER OEM PART OR EQUAL	0.00000	EA	92.58	92.58

Comm Code	Manufacturer	Specification	Model #
40141615			

Extended Description :  
TIGER MOWER OEM PART NUMBER TF1016 FLAP OR EQUAL

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page to their bid. See Section 18 of Instructions to Bidders for additional information.

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No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	TIGER ROTARY & BOOM MOWER OEM PART OR EQUAL	0.00000	EA	46.33	46.33

Comm Code	Manufacturer	Specification	Model #
41113622			

Extended Description :  
TIGER MOWER OEM PART NUMBER 34689 COIL OR EQUAL

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page to their bid. See Section 18 of Instructions to Bidders for additional information.

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No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	TIGER ROTARY & BOOM MOWER OEM PART OR EQUAL	0.00000	EA	84.00	84.00

Comm Code	Manufacturer	Specification	Model #
22101505			

**Extended Description :**

TIGER MOWER OEM PART NUMBER 28735 ROLLER OR EQUAL

Note: Vendor shall use Exhibit A Pricing Page(s) for bid pricing. If bidding online vendor must attach the pricing page to their bid. See Section 18 of Instructions to Bidders for additional information.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 2 00pm EST.	2018-02-26



<b>DOT1800000066</b>	<b>Document Phase</b> Final	<b>Document Description</b> TIGER ROTARY & BOOM MOWER OEM PARTS OR EQUAL	<b>Page 9</b> of 9
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

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Tiger Rotary and Boom Mower OEM or Equal Parts

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation (WVDOT), the West Virginia Division of Highways (WVDOH), to establish an open-end contract for Tiger Rotary and Boom Mower OEM Parts or Equal.
  
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 **“Adjusted Unit Price”** means the Unit Price either reduced by the Discount Percentage or increased by the Markup Percentage.
  
  - 2.2 **“Attachment”** or **“Attachments”** means any device that is not integrated to the original manufacturers design that modifies or expands the range of tasks that can be done by the equipment or motor vehicle; or alters the capacity, stability, or operation of that equipment or motor vehicle.
  
  - 2.3 **“Catalog”** means the current price list or sales catalog that includes Contract Item or Contract Items that the Vendor can and will sell under this Contract.
  
  - 2.4 **“Catalog Unit Price”** means the lowest price listed for a Contract Item in Vendors Current Catalog.
  
  - 2.5 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  
  - 2.6 **“Discount Percentage”** means the percentage discount that Vendor will apply to all Agency purchases of Contract Item or Contract Items.
  
  - 2.7 **“OEM”** or **“Original Equipment Manufacturer”** means the Manufacturer or Manufacturers involved in the original assembly.
  
  - 2.8 **“Or Equal”** means Contract Item or Items must meet or exceed the Original Equipment Manufacturers (OEM) standards in form, fit and function.
  
  - 2.9 **“Markup Percentage”** means the percentage markup that Vendor will apply to all Agency purchases of Contract Item or Contract Items.

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**2.10 "Part" or "Parts"** means any system, part, or component of equipment or motor vehicle as originally manufactured; or any similar part or component manufactured or sold for replacement or improvement of a system, part, or component, or as an accessory to equipment or motor vehicle.

**2.11 "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.

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

**2.13 "Total Bid Price"** means the sum of the bid total column.

**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.1.1 Tiger Rotary and Boom Mower "OEM" or Equal Parts**

**3.1.1.1** Contract Items must be Tiger "OEM" Parts or Equal.

**3.1.1.2** Vendor must bid straight Tiger Rotary and Boom Mower "OEM" product line or straight "or Equal" product line.

**3.1.1.2.1** Vendor may submit multiple bids so long as the two product lines are not represented in a single bid.

**3.1.1.3** If bidding an "or Equal" product line, Vendor should provide written certification from the Manufacturer with bid, and will be required prior to award, that product line is completely compatible and interchangeable in form, fit and function with the "OEM" product line.

**3.1.1.4** If bidding an "or Equal" product line with non "OEM" part numbers, Vendor must provide a complete written cross reference of their product line numbers as they coincide with the "OEM" product line numbers.

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- 3.1.1.5 If bidding an "or Equal" product line, Vendor must be able to supply a contract item for each "OEM" contract item.
  - 3.1.1.6 If bidding an "or Equal" product line, the Vendor must be able to supply product warranty comparable with "OEM" product line warranty.
  - 3.1.1.7 Vendor shall furnish any consulting services which might be needed in the proper installation of these parts at no additional cost to the West Virginia Division of Highways.
  - 3.1.1.8 Concurrently with each shipment, Vendor shall forward a proper and current material safety data sheet ("MSDS") on hazardous materials only, to the West Virginia Division of Highways, Equipment Division, P O Box 610, Buckhannon, West Virginia 26201.
- 3.1.2 This contract shall exclude the purchase of any "Attachment or Attachments" that may be listed within the manufacturer's catalog.
- 3.2 **Catalog Submission:** Vendor should submit its Catalog with bid, but must submit it prior to award of this contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this contract. Copies of the Catalog may be requested in an electronic format and should be provided in that format if possible. Vendor's Catalog will be used by Agencies to order Contract Items under this Contract.
- Vendor should identify all items listed on the Pricing Section by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the Unit Price listed in the Catalog, the Unit Price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.
- 3.3 **Catalog Modification:** The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing

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of the following: (1) any Contract Items being removed, Discounted Unit Price for those items, Agencies quantity usage of those items, and total spent by the Agencies on those items; (2) any Contract Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Contract Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirements if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Contract Items available under this Contract and Unit Prices for those items shall remain unchanged during the term of this Contract.

**4. CONTRACT AWARD, PRICING PAGES, DISCOUNT/MARKUP PERCENTAGE:**

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

**4.2 Pricing Pages:** Vendor shall complete the Pricing Pages by inserting either a Discount Percentage or a Markup Percentage. Vendor should insert the Catalog Unit Price from Vendor's current catalog for each of the items listed. Vendor's bidding an "or Equal" product line must reference their part number for each of the "OEM" part numbers as they coincide on the Pricing Pages. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document

**4.3 Discount Percentage:** Vendor may quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Contract Item. The resulting Adjusted Unit Price shall be the price Agency pay for purchases of that Contract Item under this Contract.

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Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Adjusted Unit Price for each Contract Item.

The Discount Percentage and subsequent Adjusted Unit Price derived from that discount must consider all fees, charges, or other miscellaneous costs that the Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Adjusted Unit Price for items purchased under this Contract.

- 4.4 Markup Percentage:** Vendor may quote a single Markup Percentage that will increase the lowest price shown in the Catalog for every Contract Item. The resulting Adjusted Unit Price shall be the price Agency pay for purchases of that Contract Item under this Contract.

Vendor shall not incorporate Markup Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Markup Percentage and the Adjusted Unit Price for each Contract Item.

The Markup Percentage and subsequent Adjusted Unit Price derived from that markup must consider all fees, charges, or other miscellaneous costs that the Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Adjusted Unit Price for items purchased under this Contract.

**Vendor shall only quote either a single Discount Percentage or a Markup Percentage per Solicitation. If a solicitation response contains both a Discount Percentage and a Markup Percentage for the same bid response, the bid response will be disqualified.**

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agency may utilize the on-line ordering system. Vendor

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shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall ship deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day, upon the Agencies request. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Contract Items must be delivered to the ordering Agency attached hereto as Exhibit B.

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

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

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. Destination to the Agency's location. Vendor shall include the cost of standard delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that the Agency requests emergency delivery and Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**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.

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**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.
  - 7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.



<b>VENDOR: THE TRACTOR GUYS, LLC</b>	<b>TIGER ROTARY AND BOOM MOWER OEM PARTS or EQUAL - Pricing Page</b>
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Discount Percentage\*\* 0.00% (Please enter as a negative. Example discount of 5% should be -5.0%)

Markup Percentage\*\* 0.00%

Vendor's Catalog Date: \_\_\_\_\_

Item No.	TIGER MOWER OEM Part number	"Or Equal" Parts	Estimated Unit Quantity	Unit (for calculation purposes)	Catalog Unit Price	Units Provided for Catalog Price	**Discount/Markup** Percentage	Adjusted Unit Price	Item Total Cost
1	Part No. 32143  Description: BEAM	Part No.  Description:	1		\$2,708.40	1.00	0.00%	\$2,708.40	\$2,708.40
2	Part No. TF4500A  Description: ARM	Part No.  Description:	1		\$97.58	1.00	0.00%	\$97.58	\$97.58
3	Part No. TF4506B  Description: ARM	Part No.  Description:	1		\$84.80	1.00	0.00%	\$84.80	\$84.80
4	Part No. TF4507B  Description: ARM	Part No.  Description:	1		\$73.99	1.00	0.00%	\$73.99	\$73.99
5	Part No. 34655  Description: ELBOW	Part No.  Description:	1		\$60.39	1.00	0.00%	\$60.39	\$60.39
6	Part No. 28857A  Description: DRIVESHAFT	Part No.  Description:	1		\$170.81	1.00	0.00%	\$170.81	\$170.81
7	Part No. 32613  Description: CRANKSHAFT	Part No.  Description:	1		\$368.57	1.00	0.00%	\$368.57	\$368.57
8	Part No. 6T3001  Description: PIN	Part No.  Description:	1		\$50.29	1.00	0.00%	\$50.29	\$50.29

Item No.	TIGER MOWER OEM Part number	*Or Equal* Parts Part No.	Estimated Unit Quantity	Unit (for calculation purposes)	Catalog Unit Price	Units Provided for Catalog Price	**Discount/Markup** Percentage	Adjusted Unit Price	Item Total Cost
9	Part No. 34115 Description: VALVE	Part No. Description:	1		\$827.32	1.00	0.00%	\$827.32	\$827.32
10	Part No. 34093 Description: SOLENOID	Part No. Description:	1		\$106.82	1.00	0.00%	\$106.82	\$106.82
11	Part No. TF1045B Description: STUB SHAFT	Part No. Description:	1		\$109.83	1.00	0.00%	\$109.83	\$109.83
12	Part No. TF4514A Description: PIN	Part No. Description:	1		\$52.65	1.00	0.00%	\$52.65	\$52.65
13	Part No. TF1016 Description: FLAP	Part No. Description:	1		\$92.58	1.00	0.00%	\$92.58	\$92.58
14	Part No. 34689 Description: COIL	Part No. Description:	1		\$46.33	1.00	0.00%	\$46.33	\$46.33
15	Part No. 28735 Description: ROLLER	Part No. Description:	1		\$84.00	1.00	0.00%	\$84.00	\$84.00
<b>Total Bid Cost</b>									<b>\$4,934.36</b>

CONTRACT MANAGER: Ralph Sayre  
 TELEPHONE NUMBER: 304-372-9875  
 FAX NUMBER: 304-372-2713  
 E-MAIL ADDRESS: rsayre@parcs.com

**REQUEST FOR QUOTATION  
CRFQ 0803 DOT1800000066  
Tiger Rotary and Boom Mower OEM or Equal Parts**

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**8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** RALPH SAYRE

**Telephone Number:** 304-372-9875

**Fax Number:** 304-372-2713

**Email Address:** RSAYRE@PARCS.COM

REQUEST FOR QUOTATION  
TIGER ROTARY AND BOOM MOWER OEM OR EQUAL PARTS  
CRFQ DOT1800000066

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*EXHIBIT B: DIVISION OF HIGHWAYS LOCATIONS*

Equipment Division  
WV Division of Highways  
P.O. Box 610  
Buckhannon, WV. 26201  
Attn: Tammy Clevenger (FOUR COPIES)

WVDOT/Division of Highways  
District 1 Headquarters  
1340 Smith St.  
Charleston, WV. 25301  
Attn: Bob Heckert

WVDOT/Division of Highways  
District 6 Headquarters  
1 DOT Drive  
Moundsville, WV. 26041-2353  
Attn: Mike McGreal

WVDOT/Division of Highways  
District 2 Headquarters  
P.O. Box 880  
Huntington, WV. 25712  
Attn: Linda Hatfield-Corder

WVDOT/Division of Highways  
District 7 Headquarters  
Drawer 1228  
Weston, WV. 26452  
Attn: Melissa Jordan

WVDOT/Division of Highways  
District 3 Headquarters  
626 Depot St.  
Parkersburg, WV. 26101  
Attn: Karen Greenburg

WVDOT/Division of Highways  
District 8 Headquarters  
P.O. Box 1516  
Elkins, WV. 26241  
Attn: Debbie Barnett

WVDOT/Division of Highways  
District 4 Headquarters  
P.o. Box 2570  
Clarksburg, WV. 26301  
Attn: Bryan Henry

WVDOT/Division of Highways  
District 9 Headquarters  
103 1/2 Church Street  
Lewisburg, WV. 24901  
Attn: Sherry Bostic

WVDOT/Division of Highways  
District 5 Headquarters  
P.O. Box 99  
Burlington, WV. 26710  
Attn: Laranda Baldwin

WVDOT/Division of Highways  
District 10 Headquarters  
270 Hardwood Lane  
Princeton, WV. 24740  
Attn: Angela Roske

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(f), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate, or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: THE TRACTOR GUYS, LLC

Authorized Signature: Manda Dickey Date: 3/3/18

State of WV

County of Jackson, to-wit:

Taken, subscribed, and sworn to before me this 3 day of March, 2018.

My Commission expires 10/21, 2023

AFFIX SEAL HERE



NOTARY PUBLIC Carroll D Fisher

# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code, §5A-3-37*. (Does not apply to construction contracts). *West Virginia Code, §5A-3-37*, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4.  **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code §5A-3-59* and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: THE TRACTOR GUYS, LLC

Signed: Shaneta Dackey

Date: March 3, 2018

Title: F&I

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

**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.

AMANDA HACKNEY F&I  
\_\_\_\_\_  
(Name, Title)  
Amanda Hackney F&I  
\_\_\_\_\_  
(Printed Name and Title)  
1169 RIPLEY ROAD, RIPLEY WV 25271  
\_\_\_\_\_  
(Address)  
304-372-9875 304-372-2713 FAX  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
AHACKNEY@PARCS.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.

THE TRACTOR GUYS, LLC  
\_\_\_\_\_  
(Company)

Amanda Hackney F&I  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Amanda Hackney F&I  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

March 3, 2018  
\_\_\_\_\_  
(Date)

304-372-9875 304-372-2713 FAX  
\_\_\_\_\_  
(Phone Number) (Fax Number)

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

**"Business entity"** means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

**"Interested party" or "Interested parties"** means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

**"State agency"** means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*



West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: THE TRACTOR GUYS, LLC Address: 1169 RIPLEY ROAD, RIPLEY WV 25271

Authorized Agent: AMANDA HACKNEY Address: 1169 RIPLEY ROAD, RIPLEY WV 25271

Contract Number: DOT1800000066 Contract Description: TIGER ROTARY & BOOM MOWER OEM PARTS

Governmental agency awarding contract: STATE OF WEST VIRGINIA

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Amanda Hackney Date Signed: March 3, 2018

**Notary Verification**

State of WV, County of Jackson:

I, Carroll David Fisher, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 3 day of March 2018.

Carroll D Fisher  
Notary Public's Signature

**To be completed by State Agency:**  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_

