



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

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/16/2008				

BID OPENING DATE: 07/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 3*****						
1. BID OPENING DATE HAS BEEN MOVED TO 07/23/2008.						
2. LAWN09 PRICING PAGES, REVISED 07/16/08. ITEM 4 (LAWN MOWER, 18 HP, SIDE DISCHARGE, GEAR DRIVE, 48" CUT WIDTH (WALK BEHIND) REVISED MODEL# 7G18. ALL MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR.						
3. TO CLARIFY NUMBER 15 OF SPECIFICATIONS. EVALUATION PROCEDURE: ALL BIDS WILL BE EVALUATED BASED ON THE LOWEST PRICE PER EACH LINE ITEM (PER REGION) OF 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.						
THE STATE OF WEST VIRGINIA RESERVES THE RIGHT TO SPLIT AWARD BASED ON LOWEST PRICING.						
4. END OF QUESTION AND ANSWER PERIOD.						

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'

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the **West Virginia Code**.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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."

	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					
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					
4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	John Deere	7G18	4					
5	Lawn Mower, 20 HP, side discharge, self propelled type, 52" curt width, swivel front wheels, hydro drive	Exmark	TT23KCFMD524	7					
6	Line Trimmer/Brush Cutter, engine displacement 31.4cc engine,	Stihl	FS100RX	30					
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					

Lawn09
Pricing/Information Page

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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				
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				
16	Blower, hand-tote, engine displacement 27 CC (Minimum), air volume: 4r30 CFM at end of tube	Stihl	BG65 D	5				
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				
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				

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Vendor Name _____

Phone # _____

Address

#Fax

Email:

Company Representative _____
(Please print)

(Please print)

Authorized
Signature _____

Region II - Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane and Jackson									
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					
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)	Gravely	HE1536FXP	4					
4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	John Deere	7G18	4					
5	Lawn Mower, 20 HP, side discharge, self propelled type, 52" cut width, swivel front wheels, hydro drive	Exmark	TT23KCFMD524	7					
6	Line Trimmer/Brush Cutter, engine displacement 31.4cc engine,	Stihl	FS100RX	30					
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				
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				
16	Blower, hand-tote, engine displacement 27 CC (Minimum), air volume: 4r30 CFM at end of tube	Stihl	BG65 D	5				
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				
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				

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Vendor Name

Phone #

Address

#XCL

Email:

Company Representative

(Please print)

Authorized
Signature_____

Region III - Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor, and Preston									
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					
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)	Gravely	HE1536FXP	4					
4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	John Deere	7G18	4					
5	Lawn Mower, 20 HP, side discharge, self propelled type, 52" cut width, swivel front wheels, hydro drive	Exmark	TT23KCFMD524	7					
6	Line Trimmer/Brush Cutter, engine displacement 31.4cc engine,	Stihl	FS100RX	30					
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				
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				
16	Blower, hand-tote, engine displacement 27 CC (Minimum), air volume: 4r30 CFM at end of tube	Stihl	BG65 D	5				
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				
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				

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				
21	Utility Vehicle, 11 HP, 900 lb. towing capacity, ground clearance of 9.8" from foot platform. Seating capacity of 2.	Gator	TS	2				
	Discount from list:	%						

Vendor Name

Phone #

#x27

Address

Email:

Company Representative _____
(Please print)

Authorized Signature _____

Region IV - Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster and Monroe						
Company Name:						
Item	Description	Must be equal to or exceed:		Est. Usage	Brand Bid	Model Bid
		Brand	Model			
1	Lawn Mower, 4.5 HP, side discharge, push type, 21" Cut Width	Toro	22175	10		
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)	Gravely	HE1536FXP	4		
4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	John Deere	7G18	4		
5	Lawn Mower, 20 HP, side discharge, self propelled type, 52" cut width, swivel front wheels, hydro drive	Exmark	TT23KCFMD524	7		
6	Line Trimmer/Brush Cutter, engine displacement 31.4cc engine,	Stihl	FS100RX	30		
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7a	Bulk String, 5 lbs .95	Stihl	0000-930-2718	50		
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9	Lawn Edger, 4 HP, 9" blade	Troy-bilt	Lawn Edger	8		
					Unit Cost	Total

Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
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16	Blower, hand-tote, engine displacement 27 CC (Minimum), air volume: 4r30 CFM at end of tube	Stihl	BG65 D	5				
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18	Garden Tractor, 25 HP, side discharge, hydrostatic, 50" cut, 18" turn radius, key choice mowing.	Cub Cadet	LT 1050	4				
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21	Utility Vehicle, 11 HP, 900 lb. towing capacity, ground clearance of 9.8" from foot platform. Seating capacity of 2.	Gator	TS	2				
	Discount from list:	%						

Vendor Name

Phone #

Fax #

Address

Email:

Company Representative

(Please print)

Authorized
Signature