



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  
 DEFK11039

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 TARA LYLE  
 304-558-2544

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIV ENGINEERING & FACILITIES  
 VARIOUS LOCALES AS  
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/22/2011				

BID OPENING DATE: 08/11/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. REVISED BID FORM ATTACHED. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 2						
0001	1	LS		515-15		
ENGINES, LAWN EQUIPMENT						
***** THIS IS THE END OF RFQ DEFK11039 ***** TOTAL:						

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**  
**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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

## DEFK11039 Addendum # 2

Q1: Since all vendors present at pre-bid intend to bid on all regions, can you omit regions and make all bids statewide?

A1: Yes, delete the regions in the Request for Quotation and all bids will be statewide. The revised bid form is attached. Vendors are to bid by item number and each item number will be awarded to the lowest responsible bidder.

Q2: Is there a minimum order on which the agency will pay shipping costs?

A2: Yes, The purchasing agency will pay shipping costs on all orders less than \$200.00.

Q3: Can you add Engine manufacturers and Engine parts by manufacturer to bid form?

A3: Yes, we have added engines and engine parts on the revised bid form.

Q4: We can supply many parts for the majority of the brands you have listed. However we cannot supply every part for some of the brands. I am wondering if you will award to multiple vendors to meet all your demands or if our company being able to supply you with a major amount of these parts.

A4: No , vendors are to bid by bid item number, and each will be awarded to the lowest responsible bidder.

Q5: Are aftermarket parts acceptable?

A5: Yes, aftermarket parts are acceptable only if they are equal and interchange and function of OEM parts and do not void any warranty with the stated manufacturer.

## DEFK11039 - Lawn Equipment Parts

## Request for Quotation - REVISED Bid Form

Bid Item #			Estimated Quantity	Unit Bid Price	% Off Mfg Suggested	Extended Price
<b>1</b>		<b>Husqvarna Mowers</b>				
	a	model# LRH 125 PART# 532142830 or equal	6	\$	%	\$
	b	model# 968999224 xp series part#539112057 or equal	20	\$	%	\$
	c	model# 5521chvb Part# 532175577 or equal	6	\$	%	\$
	d	model# 7021ch1 part# 532180767 or equal	12	\$	%	\$
		<b>Husqvarna Weedeater</b>				
	a	model #232l part# 503-28-15-05 or equal	12	\$	%	\$
<b>Total Bid Item # 1</b>						<b>\$</b>
<b>2</b>		<b>Cub Cadet Mowers</b>				
	a	model# 3625 part# 751-3158 or equal	6	\$	%	\$
	b	model# 3660 part# 103-3200 or equal	12	\$	%	\$
	c	model# 11a-10m8010 part# 987-02107a or equal	6	\$	%	\$
	d	model# cc550sp12a-18mc part# 918-04463 or equal	6	\$	%	\$
<b>Total Bid Item # 2</b>						<b>\$</b>
<b>3</b>		<b>Toro Mowers</b>				
	a	model# xl-38 part# 110513 or equal	12	\$	%	\$
	b	model# xmlz23 part#1-632511-01 or equal	12	\$	%	\$
	c	model# 20018 part# 104-7915 or equal	4	\$	%	\$
	d	model# 20018 part# 91-2258 or equal	6	\$	%	\$
<b>Total Bid Item # 3</b>						<b>\$</b>
<b>4</b>		<b>Gravely Mowers</b>				
	a	model # 8179kt part#011243 or equal	12	\$	%	\$
	b	model# 992168pm27hxdz part# 59202600 or equal	12	\$	%	\$
	c	model # 5000 series part# 41651 or equal	6	\$	%	\$
<b>Total Bid Item # 4</b>						<b>\$</b>
<b>5</b>		<b>Dixie Chopper Mowers</b>				
	a	model # xwf2700 part# 500062 or equal	6	\$	%	\$
<b>Total Bid Item # 5</b>						<b>\$</b>
<b>6</b>		<b>John Deere</b>				
	a	model # 6x4 gator part #am135627	4	\$	%	\$
	b	model #1023e compact tractor part # ar87167 or equal	6	\$	%	\$
	c	model # 5x95 rear eng rider part # m1a10318or equal	6	\$	%	\$
<b>Total Bid Item # 6</b>						<b>\$</b>

## DEFK11039 - Lawn Equipment Parts

## Request for Quotation - REVISED Bid Form

		Estimated Quantity	Unit Bid Price	% Off Mfg Suggested	Extended Price
<b>7</b>	<b>Dr Trimmer Mower</b>				
a	model# 825 pro part# 147601 or equal	6	\$	%	\$
	<b>Dr Power Brush Cutter</b>				
a	18 hp pro xl part# 16631 or equal	6	\$	%	\$
<b>Total Bid Item # 7</b>					<b>\$</b>
<b>8</b>	<b>Lawn Boy</b>				
a	model # 10420 part#684352 or equal	6	\$	%	\$
b	model#10645 part#100-2949 or equal	6	\$	%	\$
<b>Total Bid Item # 8</b>					<b>\$</b>
<b>9</b>	<b>Poulan Mowers</b>				
a	model #pp500hka patr#532700735 or equal	6	\$	%	\$
b	model # pp752hka part #532137078 or equal	6	\$	%	\$
<b>Total Bid Item # 9</b>					<b>\$</b>
<b>10</b>	<b>Cub Cadet Snow Blower</b>				
a	model # 945swe part #634-04179 or equal	6	\$	%	\$
	<b>White Snow Blower</b>				
a	model # sb945 part # 718-04034 or equal		\$	%	\$
<b>Total Bid Item # 10</b>					<b>\$</b>
<b>11</b>	<b>Shindawia Weedeater</b>				
a	model #tc-250 part #20000-51103 or equal	12	\$	%	\$
<b>Total Bid Item # 11</b>					<b>\$</b>
<b>12</b>	<b>Stihl Weedeater</b>				
a	model #fs-85 part# 100713 or equal	24	\$	%	\$
<b>Total Bid Item #12</b>					<b>\$</b>
<b>13</b>	<b>Woods Products</b>				
a	model #bbs-060 patr#25258 or equal	4	\$	%	\$
b	model #1006 part # 56140 or equal	6	\$	%	\$
c	model # bb48x part # 57476 or equal	6	\$	%	\$
d	model # prd 6000 part # 53417kt or equal	12	\$	%	\$
<b>Total Bid Item #13</b>					<b>\$</b>
<b>14</b>	<b>Kohler Engines</b>				
a	model # ch730-0039 or equal	4	\$	%	\$
b	model #kt17 52 522 96 or equal	4	\$	%	\$
	<b>Kohler Engines Repair Parts</b>				
a	model # ch730-0039 part #24-067-24 or equal	4	\$	%	\$
b	model #kt17 52 522 96 part # 52-014-63-s or equal	4	\$	%	\$
<b>Total Bid Item #14</b>					<b>\$</b>

DEFK11039 - Lawn Equipment Parts						
Request for Quotation - REVISED Bid Form						
			Estimated Quantity	Unit Bid Price	% Off Mfg Suggested	Extended Price
15	<b>Honda Engines</b>					
	a	model # GXV340 or equal	4	\$	%	\$
	b	model # GX240 or equal	4	\$	%	\$
	<b>Honda Engines Repair Parts</b>					
	a	model # gx240 part #13310-ze2-602 or equal	4	\$	%	\$
	b	model #gxv340 part #31100-ze9-804 or equal	4	\$	%	\$
<b>Total Bid Item #15</b>						<b>\$</b>
16	<b>Briggs Engines</b>					
	a	model # CH730-0039 or equal	4	\$	%	\$
	b	model # 121q72-0020-f1 or equal	4	\$	%	\$
	<b>Briggs Engine Repair Parts</b>					
	a	model# 235432-0235-b2 part # 715782 or equal	4	\$	%	\$
	b	model # 121q72-0020-f1 part # 797302 or equal	4	\$	%	\$
<b>Total Bid Item #16</b>						<b>\$</b>
17	<b>Kawasaki Engines</b>					
	a	model #FE170D-S00 or equal	4	\$	%	\$
	b	model #FJ180V-MO8 or equal	4	\$	%	\$
	<b>Kawasaki Engine Repair Parts</b>					
	a	model # FE170D-S00 part # 49119 or equal				
	b	model # FJ180V-MO8 part # 49120 or equal				
<b>Total Bid Item #17</b>						<b>\$</b>

Vendor Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**SIGN IN SHEET**

Request for Proposal No. \_\_\_\_\_

PLEASE PRINT

Page \_\_\_\_\_ of \_\_\_\_\_

Date: 7-14-11

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Carmichael Equipment</u>	<u>6777 Menards Check Rd</u>	PHONE <u>(304) 736 2120</u>
Rep: <u>David Mills</u>	<u>Huntington WV 25702</u>	TOLL FREE
Email Address: <u>damecaneq.com</u>		FAX <u>304 302 2301</u>
Company: <u>ROPE, INC.</u>	<u>PO Box 99</u>	PHONE <u>304-548-6701</u>
Rep: <u>JOE HOESNER</u>	<u>FAYETS ROCK WV 25079</u>	TOLL FREE
Email Address: <u>joe@ropeincorporated.com</u>		FAX <u>304-548-7186</u>
Company: <u>Middletown Tractor Sales</u>	<u>2050 Boyers Dr.</u>	PHONE <u>304-366-4690</u>
Rep: <u>Rob Maddox</u>	<u>Fairmont WV 26557</u>	TOLL FREE
Email Address: <u>parts @ MiddletownTractor.com</u>		FAX <u>304-366-4628</u>
Company: <u>WV Division of Engineering and Facilities</u>		PHONE <u>304-561-6453</u>
Rep: <u>Timothy D. HERSMAN</u>	<u>1707 Coonskin Dr Chrs</u>	TOLL FREE
Email Address: <u>Cub.Hersman@wvhighway.army.mil</u>	<u>WV. 25311</u>	FAX <u>304-561-6344</u>
Company: _____		PHONE _____
Rep: _____		TOLL FREE _____
Email Address: _____		FAX _____



EXHIBIT 10

REQUISITION NO.: .....

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED  
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY  
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 .....

NO. 2 .....

NO. 3 .....

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR  
MUST CLEARLY UNDERSTAND THAT ANY VERBAL  
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY  
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES  
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE  
INFORMATION ISSUED IN WRITING AND ADDED TO THE  
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....  
SIGNATURE

.....  
COMPANY

.....  
DATE