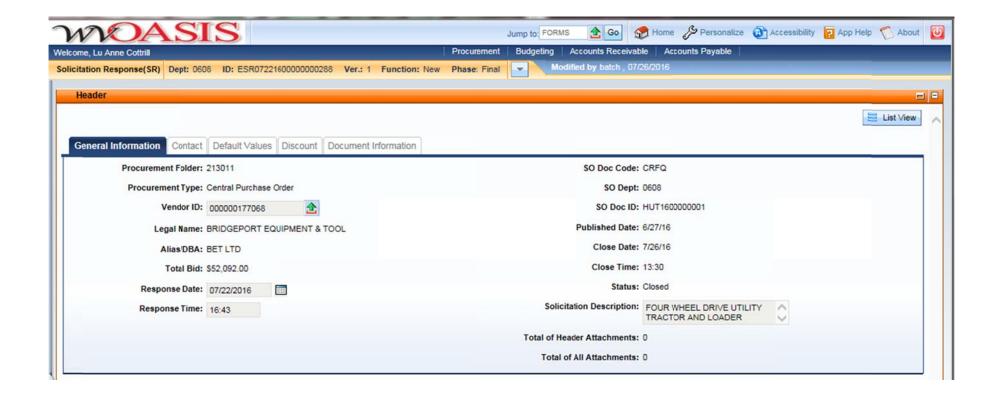


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





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

State of West Virginia Solicitation Response

Proc Folder: 213011

 $\textbf{Solicitation Description}: \ \mathsf{FOUR} \ \mathsf{WHEEL} \ \mathsf{DRIVE} \ \mathsf{UTILITY} \ \mathsf{TRACTOR} \ \mathsf{AND} \ \mathsf{LOADER}$

Proc Type: Central Purchase Order

Version
1

VENDOR

000000177068

BRIDGEPORT EQUIPMENT & TOOL

BET LTD

FOR INFORMATION CONTACT THE BUYER

Crystal Rink (304) 558-2402 crystal.g.rink@wv.gov

Signature X FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	FOUR WHEEL DRIVE UTILITY TRACTOR	1.00000	EA	\$46,760.000000	\$46,760.00

Comm Code	Manufacturer	Specification	Model #	
25101901				

Extended Description :

UTILITY TRACTOR PER REQUIREMENTS IN SECTION 3.1.1.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	FRONT END LOADER	1.00000	EA	\$5,332.000000	\$5,332.00

Comm Code	Manufacturer	Specification	Model #	
22101501				

Extended Description:

FRONT END LOADER ATTACHMENT, PER REQUIREMENT 3.1.1.3



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

State of West Virginia Request for Quotation

13 - Equipment

Proc Folder: 213011

Doc Description: FOUR WHEEL DRIVE UTILITY TRACTOR AND LOADER

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation	on No	Version
2016-06-27	2016-07-26 13:30:00	CRFQ	0608 HUT1600000001	1

and the many little of the inerties.

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

Vendor Name, Address and Telephone Number:

BRIDGEPORT EQUIPMENT AND TOOL 1504 OAKHURST DRIVE CHARLESTON, WV 25314 304-659-2917

FOR INFORMATION CONTACT THE BUYER

Crystal Rink (304) 558-2402 crystal.g.rink@wv.gov

Signature X

34-1800484

DATE

7/25/2016

All offers subject to all terms and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001

ATTORICATION WAVES

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS FOR THE ONE-TIME PURCHASE OF A FOUR WHEEL DRIVE UTILITY TRACTOR AND LOADER FOR HUTTONSVILLE CORRECTIONAL CENTER PER THE ATTACHED.

BUSINESS OFFICE		BUSINESS OFFICE	The state of the s
HUTTONSVILLE CORREC	TIONAL CENTER	HUTTONSVILLE CORRECT	TIONAL CENTER
PO BOX 1		PO BOX 1	
RT 250 SOUTH		RT 250 SOUTH	
HUTTONSVILLE	WV26273-0001	HUTTONSVILLE	WV 26273-0001
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	FOUR WHEEL DRIVE UTILITY TRACTOR	1.00000	EA	\$46760.00	\$46760.00

Comm Code	Manufacturer	Specification	Model #	
25101901	JOHN DEERE	AS PER SPECIFICATION		
	SELECTION OF THE PROPERTY OF T		5100E	

Extended Description:

UTILITY TRACTOR PER REQUIREMENTS IN SECTION 3.1.1.1

		Billions .	
BUSINESS OFFICE HUTTONSVILLE CORREC PO BOX 1	TIONAL CENTER	BUSINESS OFFICE HUTTONSVILLE CORRECT PO BOX 1	TIONAL CENTER
RT 250 SOUTH		RT 250 SOUTH	
HUTTONSVILLE	WV26273-0001	HUTTONSVILLE	WV 26273-0001
US	No.	US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	FRONT END LOADER	1.00000	EA		
			\$	5332.00	\$5332.00

Comm Code	Manufacturer	Specification	Model #	
22101501	JOHN DEERE	AS PER SPECIFICATION	н240	

Extended Description:

FRONT END LOADER ATTACHMENT, PER REQUIREMENT 3.1.1.3

Signabling of the Prints				
Line	Event	Event Date		
1	VENDOR QUESTION DEADLINE	2016-07-11		

HUT1600000001	Document Phase	Document Description FOUR WHEEL DRIVE UTILITY TRACTOR	Page 3
		AND LOADER	013

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

CRFQ HUT1600000001

ITEM	BRAND NAME	MODEL NUMBER	UNIT PRICE	
UTILITY TRACTOR 4WD	JOHN DEERE	5100E	\$46,760.00 -	
FRONT END LOADER	JOHN DEERE	Н240	\$ 5,332.00	
		TOTAL BID AMOUNT	\$ 52.092.00 -	

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.

(Name, Title)	
RONALD A. GA	RDNER
(Printed Name and Title)	
1504 OAKHURST DRICE, C	HARLESTON, WV 25314
(Address)	
304-659-2917	304-659-3276
(Phone Number) / (Fax Number))
rgardner@bridgep	ortequip.com
(email address)	

SALES

RONALD A. GARDNER

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.

BRIDGEPORT	EQUIPMENT AND TOOL	
(Company)	1	
Korold A.	Gerenou BONALD A. GARDNER	SALES
(Authorized Signature	e) (Representative Name, Title)	
RONALD A. GARD	NER SALES	
(Printed Name and Tit	tle of Authorized Representative)	
7/25/2016		
(Date)		
304-659-2917	304-659-3276	
(Phone Number) (Fav	Number)	

SPECIFICATIONS

- 1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Huttonsville Correctional Center to establish a contract for the one time purchase of a utility tractor with front loader and quick attach bucket.
- 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. "Contract Item"** means John Deere 5100E, or Equal, as more fully described by these specifications.
 - 2.2. "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit "A," upon which Vendor should list its proposed price for the Contract Items.
 - **2.3. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4. "RPM" means rotations per minute.

3. GENERAL REQUIREMENTS:

- 3.1. Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1. Utility tractor, John Deere 5100E, or Equal
 - 3.1.1.1. Utility tractor must have a minimum of 4 cylinders, be turbocharged, be intercooled, and have a minimum of 100 horsepower at 2100 RPM.
 - **3.1.1.2.** Utility tractor must have an enclosed cab.
 - 3.1.1.3. Utility tractor must be 4WD (four wheel drive).
 - **3.1.1.4.** Utility tractor transmission must be multi-geared for both forward and reverse drive.

3.1.1.5. Utility tractor must be equipped with Type R-1 tread style agricultural tires with a minimum 6-ply, and be filled with Ream Guard.

3.1.2. Front end loader, John Deere H240NSL, or equal

- **3.1.2.1.** Front end loader must be equipped with quick attach feature to include skid steer style bucket.
- **3.1.2.2.** Front end loader must have a minimum lift capacity of 2200 lbs. at full height.
- **3.1.2.3.** Front end loader should have a lift height of at least 120 inches.

4. CONTRACT AWARD:

- **4.1. Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2. Pricing Page: Vendor should complete the Pricing Page by including the cost per Contract Item (shipping fees to be included in price per item), and including manufacturer information on "or Equal" bids. Vendor should complete the Pricing Page in full, as failure to complete the Pricing Page in its entirety may result in Vendor's bids being disqualified.

Vendor must identify "or Equal" Brand and Model of equipment being submitted for bid with their submitted bid response. Vendor should provide equipment brochures with their submitted bid noting equipment being submitted for bid with their submitted bid response. This information will be required before award of Contract.

Vendor should enter the information into the Pricing Page to prevent errors in the evaluation.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Solicitation Documents that will include detailed formal solicitation, General Terms and Conditions, specifications, and Pricing Pages. Vendors must complete this form with their pricing information and include it as an attachment to

their online response.

If unable to respond online, Vendor must submit the Solicitation Documents in their entirety with your bid prior to the scheduled bid opening date and time.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1. Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving the purchase order. Vendor shall deliver the Contract Items shall be delivered no later than June 30, 2016. Contract Items must be delivered to the Agency at:

Huttonsville Correctional Center 109 Huttonsville Correctional Center Blvd. Huttonsville, WV 26273

Please coordinate delivery with the Angela Broschart, Business Manager, or Sherri Davis, Associate Warden of Operations, by calling 304-335-2291.

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

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

- **6.3. Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 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 full credit or refund for the purchase price, at the Agency's discretion.

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 resalable condition. Items shall be deemed to be in 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.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ HUT1600000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:	
(Check the box next to each addended	um received)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
discussion held between Vendor's re	epresentation made or assumed to be made during any oral presentatives and any state personnel is not binding. Only added to the specifications by an official addendum is
BRIDGEPORT EQUIPMEN	NT AND TOOL
Company A Mondel A	erdner
Authorized Signature	
7/25/2016	
Date	

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Bidder:

7/25/2016

Date:

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

DIVIO	inch with marke the determination of the verticol in reference, 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 for four (4) years immediately preceding the date of this certification; 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 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, 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 employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; 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.
requiren	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authorize the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	enalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true surate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Ridder:	BRIDGEPORT EQUIPMENT AND TOOL Signed: Mandel A. Sandala)

SALES

Title:

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 exceed 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 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:

106 Ray Ave
Pennsboro, WV 26415
My commission expires March 10, 2019

Vendor's Name:	BRIDGEPORT EQUIP	MENT AND TOOL			
Authorized Signature: _	Knolf A.	andnes	_ Date:	7/25/2016	t ^g
1.11))				
State of				3.	
County of Kitch	, to-wit:			.1	
Taken, subscribed, and	sworn to before me this 2^{2}	day of JULY		, 20 <u>] (</u> 4	
My Commission expires	March 10	, 20/9.	1		
			Y 4	3 1)	
AFFIX SEAL HERE		NOTARY PUBLIC	eune	3 Mys	
NEST VA	OFFICIAL SEAL		Purc	hasing Affidavit (Revised 07/	(01/2012)