



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Request for  
 Quotation**

RFO NUMBER  
 LAWN09

PAGE  
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

*B.E.T. Ltd.  
 DBA - Bridgeport Equipment & Tool  
 1200 S Bridge St.  
 New Martinsville, WV 26155*

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

DATE PRINTED 06/27/2008	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 07/10/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 1*****						
1. LAWN09 PRICING PAGES, REVISED 06/27/08 CLARIFYING DISCOUNT FROM LIST IS FOR PARTS ONLY.						
2. VENDOR'S SHALL FURNISH MANUFACTURER'S CERTIFICATION OR AUTHORIZATION THAT INDICATES THE VENDOR IS ABLE TO SUPPLY NEW EQUIPMENT AND PARTS AS BID.						
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. 1*****						

RECEIVED

2008 JUL 17 A 10:36

PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-455-6686	DATE 7/8/08
TITLE General Manager	FEIN 3A-1800A84	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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



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# 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

VENDOR

**B.E.T. Ltd**  
 DBA - Bridgeport Equipment & Tool  
 1200 S Bridge St.  
 New Martinsville, WV 26155

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: **07/10/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>REQUEST FOR QUOTATION</b>  FOR BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY LAWN MAINTENANCE EQUIPMENT TO WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.  VENDORS SHALL USE THE ATTACHED "PRICING PAGE" LAWN09 TO ENTER THEIR QUOTATION FOR EACH ITEM. AN ELECTRONIC VERSION OF LAWN09 PRICING PAGE CAN BE OBTAINED BY REQUEST TO JO.A.ADKINS@WV.GOV  ALL PRICES SHALL BE F.O.B. DESTINATION - SHIPPING PREPAID AND INCLUDED IN THE VENDOR PRICE SHOWN. PLEASE COMPLETE ALL INFORMATION REQUESTED ON THE LAWN09 PRICING PAGES.  ***** <b>INQUIRIES</b> WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON WEDNESDAY, JUNE 25, 2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: JO.A.ADKINS@WV.GOV						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-455-6686	7/8/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
General Manager	34-1800484	

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		515-45		
<p>THIS REQUEST FOR QUOTATION IS PER ALL THE STANDARD TERMS AND CONDITIONS, AND GENERAL SPECIFICATIONS DATED 06/12/2008.</p> <p>PRICING SHALL BE ENTERED ON THE ATTACHED PRICING PAGES, ALL REQUESTED INFORMATION SHOULD BE SUPPLIED.</p> <p><b>GASOLINE POWERED LAWN MAINTENANCE EQUIPMENT</b></p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE **304-455-6686** DATE **7/8/08**

TITLE **General Manager** FEIN **34-1800484** ADDRESS CHANGES TO BE NOTED ABOVE

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<p>YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE **304-455-6680** DATE **7/8/08**

TITLE **General Manager** FEIN **3A-1800484** ADDRESS CHANGES TO BE NOTED ABOVE

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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE <b>304-455-1686</b>	DATE <b>7/8/08</b>
TITLE <b>General Manager</b>	FEIN <b>3A-180048A</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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**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).

A. APPLICATION IS MADE FOR 2.5% 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 HEAD-QUARTERS 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 CORPORATION 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.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE [Signature] TELEPHONE **304-455-10086** DATE **7/8/08**

TITLE **General Manager** FEIN **3A-18048A** ADDRESS CHANGES TO BE NOTED ABOVE

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B. APPLICATION IS MADE FOR 2.5% 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

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 BIDDERS' 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.

BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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 ISSUED; 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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **304-455-6680** DATE **7/8/08**

TITLE **General Manager** FEIN **3A-1800484** ADDRESS CHANGES TO BE NOTED ABOVE

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PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.

UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), 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: Chris Walter  
 DATE: 7-8-08  
 SIGNED: [Signature]  
 TITLE: General Manager

\* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)

NOTICE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u>[Signature]</u>	TELEPHONE <b>304-455-1686</b>	DATE <b>7/8/08</b>
TITLE <b>General Manager</b>	FEIN <b>3A-1800484</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: LAWN09</p> <p>BID OPENING DATE: JULY 10, 2008</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            -----  <b>304 455 6685</b>            -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):            -----  <b>Chris Walter</b>            -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Chris Walter</i>	TELEPHONE <b>304-455-6686</b>	DATE <b>7/8/08</b>
TITLE <b>General Manager</b>	FEIN <b>34-180048A</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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 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

PROPERTY

B.E.T. Ltd.  
 DBA Bridgeport Equipment & Tool  
 1200 S Bridge St.  
 New Martinsville, WV 26155

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/10/2008				

BID OPENING DATE: 07/17/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 2*****						
1. BID OPENING DATE HAS BEEN MOVED TO 07/17/2008.						
2. UNIT PRICING IS TO REMAIN FIRM FOR A PERIOD OF ONE YEAR.						
*****END OF ADDENDUM NO. 2*****						
0001	1	EA		515-45		
GASOLINE POWERED LAWN MAINTENANCE EQUIPMENT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: 304-455-6686 DATE: 7/11/08  
 TITLE: General Manager FEIN: 3A-1800484 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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace 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."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:  
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,  
Charleston, WV 25305-0130

Lawn09  
Pricing/Information Page


Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
8	Lawn Edger, engine displacement 28.4 cc	Stihl	FC 90	4				—
9	Lawn Edger, 4 HP, 9" blade	Troy-bilt	Lawn Edger	8				—
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: 4:30 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	John Deere	LA 175	\$ 2500	\$ 10,000
18	Garden Tractor, 25 HP, side discharge, hydrostatic, 50" cut, 18" turn radius, key choice mowing.	Cub Cadet	LT 1050	4	John Deere	X540	\$ 5800	\$ 23,200

Optimal

Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
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	John Deere	Z830A	\$7990	\$23,970
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	Gravelly	272H XDZ	2	John Deere	Z850A	\$8890	\$17,780
21	Utility Vehicle, 11 HP, 900 lb. towing capacity, ground clearance of 9.8" from foot platform. Seating capacity of 2.	Gator	TS	2	John Deere	TS Gator	\$5190	\$10,380
Discount from list for PARTS ONLY:							12 %	\$118,380

Vendor Name Bridgeport Equipment & Tool  
120 S Bridge St.  
 Address  
New Martinsville, WV 26155

Phone # 304-455-1686  
 Fax # 304-455-1685  
 Email: betamw1@johnco.com

Company Representative David Walker  
 (Please print)  
 Authorized Signature 

Region II - Mason, Cabell, Wayne, Mingo, Logan, Boone, Lincoln, Kanawha, Putnam, Roane and Jackson		Company Name: B.E.T. Ltd. DBA Bridgport Equipment & Tool		Must be equal to or exceed:		Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
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	John Deere	G-15 - Gear	\$2490	\$9910		
4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	John Deere	7H17	4	John Deere	T618 - Gear	\$3390	\$13,500		
5	Lawn Mower, 20 HP, side discharge, self propelled type, 52" cut width, swivel front wheels, hydro drive	Exmark	TT23KCFMDS24	7	John Deere	7H17 - Hydro	\$4090	\$16,300		
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-bit	Lawn Edger	8				—		

Optimal

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	John Deere	LA175	\$2600	\$10,400
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	John Deere	Z830A	\$8090	\$24,270

Optional



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	Gravelly	272H XDZ	2	John Deere	Z850A	\$8990	\$17,980
21	Utility Vehicle, 11 HP, 900 lb. towing capacity, ground clearance of 9.8" from foot platform. Seating capacity of 2.	Gator	TS	2	John Deere	TS Gator	\$5290	\$10,580
	Discount from list for PARTS ONLY:							\$120,980

Vendor Name Bridgeport Equipment #1001

Address 1200 S Bridge St.

Mad Martinsville, WV 26155

Phone # 304-455-1686

Fax # 304-455-1685

Email: vltnvm1@1qahod.com

Company Representative Chris Walker

Authorized Signature [Signature] (Please print)

Region III - Lewis, Upshur, Randolph, Pendleton, Hardy, Grant, Hampshire, Mineral, Morgan, Berkeley, Jefferson, Tucker, Barbour, Taylor, and Preston

Company Name: **B.E.T. WA. DBA Bridgport Equipment Tool**

Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
	Must be equal to or exceed:							
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	John Deere	615-Gear	\$2590	\$10,360
4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	John Deere	7H17	4	John Deere	7618-Gear	\$3490	\$13,960
5	Lawn Mower, 20 HP, side discharge, self propelled type, 52" curt width, swivel front wheels, hydro drive	Exmark	TT23KCFMD524	7	John Deere	7H17-Hydro	\$4190	\$16,700
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				—

Optional

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	John Deere	LH175	\$2100	\$10,800
	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	John Deere	Z830A	\$8190	\$24,510

Optional

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	Gravelly	272H XDZ	2	John Deere	Z850A	\$9090	\$18,180
21	Utility Vehicle, 11 HP, 900 lb. towing capacity, ground clearance of 9.8" from foot platform. Seating capacity of 2.	Gator	TS	2	John Deere	TS Gator	\$5390	\$10,780
Discount from list for PARTS ONLY:								\$123,580

Vendor Name Bridgesport Equipment Tool

Address 1200 S Bridge St.

New Martinsville, WV 26155

Company Representative Chris Walter

(Please print)

Authorized Signature 

Phone # 304-455-1080

Fax # 304-455-1085

Email: betrum1@john0.com

Region IV - Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, McDowell, Mercer, Summers, Greenbrier, Pocahontas, Webster and Monroe

Company Name: *B.E.T. WA DBA Bridgport Equipment & Tool*

Item	Description	Brand	Model	Est. Usage	Brand Bid	Model Bid	Unit Cost	Total
	Must be equal to or exceed:							
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	<i>John Deere</i>	<i>615 - Gear</i>	<i>\$2590</i>	<i>\$10,360</i>
4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	John Deere	7H17	4	<i>John Deere</i>	<i>7618 - Gear</i>	<i>\$3490</i>	<i>\$13,960</i>
5	Lawn Mower, 20 HP, side discharge, self propelled type, 52" cut width, swivel front wheels, hydro drive	Exmark	TT23KCFMDS24	7	<i>John Deere</i>	<i>7H17 - Hydro</i>	<i>\$4190</i>	<i>\$16,160</i>
6	Line Trimmer/Brush Cutter, engine displacement 31.4cc engine,	Stihl	FS100RX	30		<i>7H19 - Hydro</i>	<i>\$4590</i>	<i>\$32,130</i>
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				—

*Optional*

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, 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	Cub Cadet	LT 1050	4	John Deere	LX175 X540	\$2700 \$6000	\$10,800 \$24,000
19		John Deere	Z830A	3	John Deere	Z830A	\$8190	\$24,570

Optional

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	Gravelly	272H XDZ	2	John Deere	Z850A	\$9090	\$18,180
21	Utility Vehicle, 11 HP, 900 lb. towing capacity, ground clearance of 9.8" from foot platform. Seating capacity of 2.	Gator	TS	2	John Deere	TS Gator	\$5390	\$10,780
Discount from list for PARTS ONLY:								\$173,580

Vendor Name Bridgport Equipment & Tool

1200 S Bridge St.

Address

New Martinsville, WV 26155

Company

Representative

Chris Walter

(Please print)

Authorized Signature



Phone # 304-455-1086

Fax # 304-455-1085

Email: betnum1@yahoo.com

LAWN09 SERVICE / REPAIR FACILITIES

Northern West Virginia

Company Name Bridgeport Equipment & Tool  
 Address 1200 S. Bridge St.  
New Martinsville, WV 26155  
 Telephone 304-455-1080  
 Fax 304-455-1085  
 E-mail brtmw1@yahoo.com

Western West Virginia

Company Name Cornichards Equipment  
 Address 10797 Weyhitt Circle PA.  
Huntington, WV 25702  
 Telephone 304-780-2120  
 Fax 304-302-2300  
 E-mail \_\_\_\_\_

Eastern West Virginia

Company Name Middlebrook Tractor  
 Address 2032 Fairmont Ave.  
Fairmont, WV 26554  
 Telephone 304-340-4698  
 Fax 304-340-4698  
 E-mail \_\_\_\_\_

Southern West Virginia

Company Name ET Farm Equipment  
 Address 14.3 St. Pk. 4820 Box 153  
Blackman, WV 26201  
 Telephone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 E-mail \_\_\_\_\_

Central West Virginia

Company Name Bridgeport Equipment & Tool  
 Address 1200 S. Bridge St.  
New Martinsville, WV 26155  
 Telephone 304-455-1080  
 Fax 304-455-1085  
 E-mail brtmw1@yahoo.com



STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: B.E.T. Ltd DBA Bridgeport Equipment and Tool

Authorized Signature:  Date: 7-11-08