

BRIDGEPORT EQUIPMENT AND TOOL

1504 OAKHURST DRIVE

CHARLESTON, WV 25314

304-659-2917

DATE: SEPTEMBER 5, 2015

TO: WEST VIRGINIA PURCHASING DIVISION

09/08/15 08:31:10

WV Purchasing Division

SEALED BID:

BUYER: LAURA E. HOOPER

SOLICITATION NO: CRFQ 0211 GSD1600000005

BID OPENING DATE: 09/08/2015

BID OPENING TIME: 1:30 PM

FAX NUMBER: 304-558-3970



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

**State of West Virginia  
 Request for Quotation**

Proc Folder: 117123

Doc Description: Large Equipment Rental

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-08-04	2015-09-08 13:30:00	CRFQ 0211 GSD1600000005	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

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

**FOR INFORMATION CONTACT THE BUYER**

Laura E Hooper  
 (304) 558-0468  
 laura.e.hooper@wv.gov

Signature X *Ronald A. Gardner* FEIN # 34-1800484 DATE 9/04/2015

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

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 1900 KANAWHA BLVD E, BLDG 1, RM MB-68 CHARLESTON WV25305 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Large Equipment Rental	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72141702			

**Extended Description :**

Large Equipment Rental - see separate Pricing Page for equipment lists.

THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE GENERAL SERVICES DIVISION TO ESTABLISH AN OPEN-END CONTRACT FOR THE LEASE OF LARGE EQUIPMENT ROUTINELY USED BY THE GENERAL SERVICES DIVISION THROUGHOUT THE STATE OF WEST VIRGINIA.

GSD1600000005	<b>Document Phase</b> Final	<b>Document Description</b> Large Equipment Rental	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 8/19/2015 5:00PM

Submit Questions to: Laura E. Hooper  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Laura.E.Hooper@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

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A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

**SEALED BID:**

**BUYER:** Laura E. Hooper

**SOLICITATION NO.:** CRFQ\_GSD1600000005

**BID OPENING DATE:** 09/08/2015

**BID OPENING TIME:** 1:30 PM

**FAX NUMBER:** 304-558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus <sup>N/A</sup> convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to CRFP)

Technical

Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** 09/08/2015 1:30PM

**Bid Opening Location:** Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

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same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
18. **ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

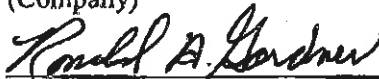
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**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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)



RONALD A. GARDNER - SALES

(Authorized Signature) (Representative Name, Title)

304-659-2917    304-659-3276    9/04/2015

(Phone Number) (Fax Number) (Date)

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**REQUEST FOR QUOTATION  
CRFQ\_GSD160000005 - Large Equipment Rental**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the General Services Division to establish an open-end contract for the lease of large construction equipment from organizations to be used by the General Services Division throughout the State of West Virginia.
- 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" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.3 "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 "Release Order"** shall be defined as order placed against the Contract by the Agency.
  - 2.5 "Agency Representative"** shall be defined as that person so designated by the Director of the General Services Division.
- 3. GENERAL REQUIREMENTS:**
  - 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide equipment for lease to all Agency owned and operated buildings. General Services Division buildings are located predominantly in Charleston WV; however, the Vendor shall provide leased equipment for Agency owned buildings throughout the State of West Virginia. The Agency currently has facilities in the West Virginia cities of Charleston, Beckley, Clarksburg, Fairmont, Huntington, Logan, Parkersburg, Weirton, and Williamson. During the life of the contract, the Agency may add facilities in other areas of West Virginia upon the mutual agreement between the successful Vendor and the Agency and will be established via change order.

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**3.2 Leasing Period**

- 3.2.1 The date of official receipt of leased equipment by an Agency Representative shall be considered the first day of a lease.
- 3.2.2 The date immediately preceding the date on which leased equipment is officially returned to the Vendor shall be considered the last day of a lease.
- 3.2.3 Days on which a piece of equipment is down for normal maintenance or repair for four (4) hours or more during the lease period shall be considered a day of downtime and shall not be considered a day of equipment lease.
- 3.2.4 A lease day is a day of where Agency has possession of equipment during which it is not down for four (4) hours or more.
- 3.2.5 A day or days used by the vendor solely for the purpose of travel to the site, set-up or breakdown of equipment shall not be considered as a lease day(s).
- 3.2.6 A lease week is seven (7) lease days (includes Saturdays, Sundays and Holidays).
- 3.2.7 A lease month is thirty (30) lease days (includes Saturdays, Sundays and Holidays).
- 3.2.8 The minimum lease period shall be one (1) lease day.
- 3.2.9 Equipment leased for one (1) lease day or less shall be invoiced at the daily lease rate.
- 3.2.10 Equipment leased for one (1) lease week or less shall be invoiced at the weekly lease rate or the number of lease days times the daily lease rate, whichever is less.
- 3.2.11 Equipment leased for more than one (1) lease week but for less than one (1) lease month shall be invoiced at the monthly lease rate or the number of lease weeks times the weekly lease rate or the number of complete lease weeks plus the amount calculated in 2.2.10 above for any period less than a multiple of seven (7) days, whichever is less.

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- 3.2.12 Equipment leased for one (1) month or more shall be invoiced at the monthly rate. In the event the lease period is not a multiple of thirty (30) lease days, then each day in excess of the multiple shall be evaluated as one-thirtieth (1/30) of a lease month.

### 3.3 Delivery

- 3.3.1 Vendor shall deliver leased equipment to the assigned location within two (2) days of the Agency issued release order. The Agency must be notified in writing if orders are delayed for any reason. Vendor shall carry an adequate stock to insure such delivery service for the duration of the Contract.
- 3.3.2 Vendor shall pick up leased equipment from the assigned location at scheduled pick up day and time. Failure to pick up scheduled equipment may result in removal and storage fees at Vendor's expense.
- 3.3.3 Flat rate delivery charge should include total delivery cost of both leased equipment delivery fee, and leased equipment pick up fee from vendor. There will be no delivery charge if the leased equipment is delivered and returned by the Agency. If the Agency is only involved in the delivery or return of the leased equipment, and not both, a flat rate charge of ½ the normal flat rate delivery charge may apply.
- 3.3.4 Arrangements for delivery of equipment must be coordinated with the Agency prior to shipping. Contact Dave Parsons, Building Operations Manager, at 304-558-0689 or 304-550-9650 or John Cummings, Grounds Manager, at 304-957-7151 or 304-747-8766 to arrange delivery.
- 3.3.5 The Vendor shall provide equipment to all Agency locations and shall deliver the equipment on site as agreed upon herein.

### 3.4 Quality Assurance

- 3.4.1 Upon delivery of each piece of equipment as requested through the Agency release order, the Agency shall have a representative to test and inspect the same and, if such equipment is found to be in good order, will accept such equipment and acknowledge the same in a lease ticket. The Vendor shall remove any equipment on this Contract that

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has been delivered by the Vendor but determined unsatisfactory by the Agency Representative, at no cost to the Agency.

- 3.4.2 Verification of equipment quality is the responsibility of the vendor. Vendors bidding products other than those specified should include manufacturer's information verifying products meet quality standards set by the Request for Quotations.

The Vendor shall not substitute any other equipment from that awarded herein without prior written permission from the Purchasing Division.

### 3.5 Maintenance of Leased Equipment

- 3.5.1 The Agency shall repair or replace any part of the leased equipment which is destroyed, damaged or made inoperative by reason of ordinary negligence, abuse or improper operation by Agency personnel.
- 3.5.2 The Agency shall not be responsible for any such replacement or repair caused by any defect existing in such equipment at the time of delivery or if the need for such replacement or repair of equipment resulted from normal usage.
- 3.5.3 The Agency shall replace or repair any part of said equipment which shall become lost, stolen or damaged by reason of the failure of the Agency to use ordinary care for the protection of such equipment.

### 3.6 Fuel and Oil

- 3.6.1 The Vendor shall, prior to delivery or pick up, insure levels of fuel, oil, and other lubricants are filled to proper levels. The Agency shall, at its expense, provide only fuel, oil and other lubricants which are necessary for the operation, maintenance and use of leased equipment during the lease period prior to return or pick up.

### 3.7 Insurance

- 3.7.1 The Agency is insured by the Board of Risk and Insurance Management. Insurance coverage will be provided by the Agency for lease periods of over thirty (30) consecutive days. Insurance coverage for equipment leased for less than thirty (30) consecutive days will be the responsibility of the Vendor.

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**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a lease price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2** The State of West Virginia shall award this Contract by line item and shall be based on the lowest daily rental rate in column A on the bid form.
- 4.3** The Vendor shall provide the equipment listed at the cost provided on the bid form, Attachment A, during the life of the contract. There will be no additional, allowable charges for service fees, travel or related costs. Vendors are required to include any and all extraneous fees, such as fuel surcharges, etc., as part of the bid cost. The Agency may be charged a delivery fee, as agreed upon herein, unless the equipment is picked up by an Agency Representative.
- 4.4** Any modification of the specifications or conditions governing the bids will be a reason for bid rejection. Bid schedules must not be altered. If the bid schedule is altered in any way, the bid will be disqualified.
- 4.5** The Vendor shall provide the manufacturer's name and model number of the equipment offered for lease and the rental rate in dollars per day, dollars per week and dollars per month on Attachment A. The Vendor shall also quote one flat rate to deliver leased equipment in Kanawha County, which includes Charleston, Kanawha City and South Charleston, and one flat rate for delivery statewide which includes Beckley, Clarksburg, Fairmont, Huntington, Logan, Parkersburg, Weirton, and Williamson.
- 4.6** The Vendor shall be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.
- 4.7 Pricing Pages:** Vendor should complete the Pricing Pages by completely filling out Exhibit A Pricing Page. Indicate if "No Bid" if not bidding on any equipment listed. Indicating a "zero" bid means, an equipment is free of charge. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated lease volume. The estimated lease volume for each item represents the

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approximate volume of anticipated lease only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages and attaching it with all the mandatory documents when responding through VSS in wvOASIS. (See additional instruction when responding through VSS in WVOASIS in the attached Pricing Pages). In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Laura.E.Hooper@wv.gov.

**5. ORDERING AND PAYMENT:**

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

Agency will generate release orders to initiate equipment leasing. These release orders will be generated from the Agency's computerized maintenance management system. This release order shall have a unique number and reference the master contract number. The release order shall indicate the type of equipment and time period for which the release is issued. Issuance of the release order to the Vendor shall be considered authorization to deliver equipment. No equipment, other than that specified on the individual release order shall be delivered by the Vendor. Any alteration to a release order must be facilitated by revised release order. Vendor must be willing to accept release orders via fax or email and provide the Agency with the valid e-mail addresses and fax numbers to which release orders may be communicated.

**NO INDIVIDUAL LEASE IN EXCESS OF \$25,000 SHALL BE PERMITTED UNDER THIS CONTRACT. ISSUANCE OF MULTIPLE RELEASE ORDERS TO CIRCUMVENT THIS REQUIREMENT IS STRICTLY PROHIBITED.**

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

**5.2.1** Invoices shall be submitted to the Agency for payment (in arrears) and must include the following information:

**5.2.1.1** Copies of all rental tickets signed and dated by the Agency Representative (prior to their submittal with invoices for payment).

**5.2.1.2** The beginning date and the date on which the invoicing period ends.

**5.2.1.3** The number of lease days in the invoicing period and the number of downtime days in the invoicing period (refer to section 2.2: Leasing period).

**5.2.1.4** The make, model and serial number of the leased equipment.

**5.2.2** FEIN number, complete address of Vendor, release order number, and master contract number.

Invoices shall be mailed to the following address:

Department of Administration  
General Services Division  
State Capitol Complex  
Building 1, Room MB-68  
1900 Kanawha Blvd. E.  
Charleston, West Virginia 25305

**5.2.3** Should the Vendor be requested by the Agency or volunteer to submit invoices electronically, invoices must meet the digital requirements of the WV State Auditor's Office.

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within two (2) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day(s) after orders are received. Vendor shall deliver all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

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

- 6.3 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 for pick up. 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. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the lease price, at the Agency's discretion.

**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.

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7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items leased, quantities of equipment being leased, and total dollar value of the equipment leased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity leased or each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** JON KITTS  
**Vendor's Address:** 1504 OAKHURST DRIVE  
CHARLESTION, WV 25314  
**Telephone Number:** 1-740-338-5741  
**Fax Number:** 740-373-3895  
**Email Address:** jkitts@bridgeportequip.com

Revised 10/27/2014

RECEIVED TIME SEP. 5. 2:05PM

PRINT TIME SEP. 8. 8:17AM

Note: Fill all informations completely. Indicate "no bid" when not bidding on an equipment.

EQUIPMENT DESCRIPTION	EQUIPMENT OFFERED		RENTAL RATE WITHOUT DELIVERY			ESTIMATED USAGE	DELIVERY FEE	
	Manufacturer	Model/Serial #	(A) \$ per Day	(B) \$ per Week	(C) \$ per Month	Yearly	Kanawha Co.	Statewide
Genie model Z-45/25RT D 4WD (or equal)	JLG	450AJ	\$280.00	\$520.00	\$1600.00	30 days	\$100.00	\$5.00 LOADED MILE
Aerial Platform Truck Genie model Z-60/34JRT D 4WD (or equal)	JLG	600AJ	\$320.00	\$680.00	\$2080.00	30 days	\$100.00	\$5.00 LOADED MILE
Shooting Boom Forklift SkyTrak 8042 (or equal)	JLG	69-43	\$320.00	\$960.00	\$2500.00	30 days	\$100.00	\$5.00 LOADED MILE
Industrial Warehouse Forklift Mitsubishi FG25NGLP (or equal)	KOMATSU	FG25	\$120.00	\$440.00	\$880.00	60 days	\$50.00	\$3.00 LOADED MILE
Skid-steer Track Loader John Deere CT322 (or equal)	JOHN DEERE	323E	\$220.00	\$720.00	\$2160.00	21 days	\$50.00	\$3.00 LOADED MILE
Skid-steer Loader, Bobcat S250 (or equal)	JOHN DEERE	332E	\$220.00	\$660.00	\$1980.00	30 days	\$50.00	\$3.00 LOADED MILE
Hydraulic Demolition Breaker INDECO HP 750 (or equal)	JOHN DEERE	HH80	\$240.00	\$720.00	\$1600.00	21 days	\$50.00	\$3.00 LOADED MILE
Box Scraper Tractor Attachment	FRONTIER	BB2072	\$80.00	\$240.00	\$480.00	2 days	\$50.00	\$3.00 LOADED MILE
Power Rake Tractor Attachment	JOHN DEERE	PR1172	\$125.00	\$375.00	\$1050.00	7 days	\$50.00	\$3.00 LOADED MILE
Post Hole Auger Tractor Attachment	FRONTIER	PHD200	\$80.00	\$240.00	\$480.00	14 days	\$50.00	\$3.00 LOADED MILE
Rotary Tiller Tractor Attachment	FRONTIER	RT1260	\$125.00	\$375.00	\$1050.00	2 days	\$50.00	\$3.00 LOADED MILE
Soil Pulverizer Tractor Attachment						2 days		
Stump Grinder Vermeer SC252 (or equal)	BARRETO	E305GB	\$180.00	\$540.00	\$1620.00	7 days	\$50.00	\$3.00 LOADED MILE
Log Splitter Iron & Oak BHVH 2602 (or equal)	BARRETO	E922LSH	\$40.00	\$165.00	\$495.00	7 days	\$50.00	\$3.00 LOADED MILE

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	Manufacturer	Model/Serial #	(A) \$ per Day	(B) \$ per Week	(C) \$ per Month	Yearly	Kanawha Co.	Statewide
Garden Tiller, Honda FC600A (or equal)	HONDA	FRC800K	\$70.00	\$225.00	\$675.00	7 days	\$50.00	\$3.00 LOADED MILE
Sod Cutter, Classen SC-18 (or equal)	BLUE BIRD	SC18	\$48.00	\$140.00	\$420.00	14 days	\$50.00	\$3.00 LOADED MILE
Gas Straw Blower, Finn B40T (or equal)	KINCAID	KSM20	\$90.00	\$275.00	\$825.00	3 days	\$50.00	\$3.00 LOADED MILE
Heavy Duty Demolition Hammer Bosch11304K (or equal)	BOSCH	11241EVS	\$30.00	\$65.00	\$195.00	7 days	\$25.00	\$3.00 LOADED MILE
Towable Light Tower Terex AL4060D (or equal)	WACKER	LT6	\$88.00	\$180.00	\$400.00	21 days	\$50.00	\$3.00 LOADED MILE
High Volume Fan Triangle SPL 4213 (or equal)	AIR KING	36 INCH	\$20.00	\$60.00	\$160.00	7 days	\$50.00	\$3.00 LOADED MILE
Scissor Lift Genie model GS3246	JLG	3246ES	\$140.00	\$300.00	\$680.00	90 days	\$50.00	\$3.00 LOADED MILE
Electric Heater Chromalox DRA-30-43 (or equal)						7 days		
27 Lawn Aerator Ryan / LawnAire V (or equal)						30 days		
18" Lawn Aerator Classen TA19D (or equal)	BLUE BIRD	BS530A	\$40.00	\$125.00	\$375.00	30 days	\$50.00	\$3.00 LOADED MILE
Tow Behind Aeroator Ryan / LawnAire 36 (or equal)	JOHN DEERE	LPPA48JD	\$40.00	\$125.00	\$375.00	30 days	\$50.00	\$3.00 LOADED MILE
4 Wheel Gasoline Cart seat passenger hauler Club Car Villager (or equal)	JOHN DEERE	825I S4	\$200.00	\$300.00	\$750.00	60 days	\$50.00	\$3.00 LOADED MILE
Utility Vehicle 2 Seat UTV Diesel with Hard Cab Club Car CarryAll 1500 (or equal)	JOHN DEERE	825I	\$175.00	\$300.00	\$650.00	60 days	\$50.00	\$3.00 LOADED MILE

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**INSTRUCTION WHEN SUBMITTING BID THROUGH VSS IN WVOASIS:** Indicate zero (0) as the "unit price" of Commodity Line 1 when responding through WVOASIS. Include Pricing Page as an attachment for evaluation and award. Failure to attach Pricing Page will be a ground for the disqualification of your bid.

\*The amount of usage per year per piece of equipment are estimates only, actual amounts required during the life of the Contract may be greater or lower.

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Rev. 04/14

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

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

1. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia 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.

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

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

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: BRIDGEPORT EQUIPMENT AND TOOL Signed: *Donald A. Gardner*  
 Date: 9/04/2015 Title: SALES

0211 GSD160000005

RFQ No. \_\_\_\_\_

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 § 23-20-2, 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 of business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: BRIDGEPORT EQUIPMENT AND TOOL

Authorized Signature: Ronald A. Gardner Date: 9/04/2015

State of WV

County of Ritchie to-wit:

Taken, subscribed, and sworn to before me this 4 day of Sept, 2015

My Commission expires March 10, 2019

**AFFIX SEAL HERE**

NOTARY PUBLIC Kenna S. Davis

Purchasing Affidavit (Revised 07/01/2012)

