



BRIDGEPORT EQUIPMENT AND TOOL

1504 OAKHURST DRIVE

CHARLESTON, WV 25314

PHONE NUMBER: 304-659-2917

DATE: NOVEMBER 16, 2015

TO: WEST VIRGINIA PURCHASING DIVISION

11/17/15 08:20:37
WV Purchasing Division

SEALED BID:

BUYER: GUY NISBET

SOLICITATION NUMBER: CRFQ 0310 DNR1600000019

BID OPENING DATE: 11/17/2015

BID OPENING TIME: 1:30 PM

FAX NUMBER: 304-558-3970

NOTE: BID HAS ALSO BEEN FILED ON LINE IN OASIS.



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

State of West Virginia
Request for Quotation
13 - Equipment

Proc Folder: 114749

Doc Description: UTV, Mower and Tractor for Watters Smith Memorial SP

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-30	2015-11-17 13:30:00	CRFQ 0310 DNR1600000019	1

BID RECEIVING LOCATION	
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25306 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	
Guy Nisbet (304) 558-2596 guy.l.nisbet@wv.gov	

Signature X <i>Ronald A. Gardner</i>	FEIN # 34-1800484	DATE 11/13/2015
All offers subject to all terms and conditions contained in this solicitation		

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Parks and Recreation Section to establish a contract for the one-time purchase of a UTV, Mower and Tractor for Watters Smith Memorial State Park, Lost Creek, WV 26385. Per the specifications, terms and conditions, and bid requirements as attached.

INVOICE TO		SHIP TO	
SUPERINTENDENT DIVISION OF NATURAL RESOURCES WATTERS SMITH MEMORIAL STATE PARK PO BOX 296 LOST CREEK WV26385-0296 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES WATTERS SMITH MEMORIAL STATE PARK 831 RR 3 LOST CREEK WV 26385 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Utility Vehicle, John Deere XUV 625i 4x4, or equal, 3.1.1	1.00000	EA	\$8,993.00	\$8,993.00

Comm Code	Manufacturer	Specification	Model #
25101507	JOHN DEERE	AS PER SPECIFICATION	XUV625I 4x4

Extended Description :
Utility Vehicle, John Deere XUV 625i 4x4, or equal, 3.1.1

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SUPERINTENDENT DIVISION OF NATURAL RESOURCES WATTERS SMITH MEMORIAL STATE PARK PO BOX 296 LOST CREEK WV26385-0296 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES WATTERS SMITH MEMORIAL STATE PARK 831 RR 3 LOST CREEK WV 26385 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Mower, John Deere X738, or equal per section 3.1.2	1.00000	EA	\$9,399.00	\$9,399.00

Comm Code	Manufacturer	Specification	Model #
21101701	JOHN DEERE	AS PER SPECIFICATION	X738

Extended Description :
Mower, John Deere X738, or equal per section 3.1.2

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SEALED BID:

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SUPERINTENDENT DIVISION OF NATURAL RESOURCES WATTERS SMITH MEMORIAL STATE PARK PO BOX 298 LOST CREEK US	WV26385-0296	SUPERINTENDENT DIVISION OF NATURAL RESOURCES WATTERS SMITH MEMORIAL STATE PARK 831 RR 3 LOST CREEK US	WV 26385

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Tractor, John Deere 5075E, or equal per section 3.1.3	1.00000	EA	\$36,275.00	\$36,275.00

Comm Code	Manufacturer	Specification	Model #
25101901	JOHN DEERE	AS PER SPECIFICATION	5075E

Extended Description :
Tractor, John Deere 5075E, or equal per section 3.1.3

Exhibit "A" Pricing Page
 Division of Natural Resources – Watters Smith Memorial State Park
 Mower Equipment

Section	Description	Manufacturer and Model for "or equal" bids	Qty.	Unit Cost	Extended Cost
3.1.1	Utility Vehicle, John Deere XUV 625i 4x4, or Equal.	JOHN DEERE XUV 625I 4x4	1	\$8,993.00	\$8,993.00
3.1.2	Mower, John Deere X738 with gasoline engine, full time 4 wheel drive with 60 inch mower deck, or Equal	JOHN DEERE X738 4 WHEEL DRIVE WITH 60 INCH DECK.	1	\$9,399.00	\$9,399.00
3.1.3	Tractor, John Deere 5075E, or Equal with loader bucket and backhoe attachment	JOHN DEERE 5075E TRACTOR WITH LOADER AND BACKHOE ATTACHMENT.	1	\$36,275.00	\$36,275.00
TOTAL BID AMOUNT (Includes Shipping Costs)					\$54,667.00

*If bidding "or equal" brands, vendor should include manufacturer's literature documenting it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the RFQ. This information may be required before award.

REQUEST FOR QUOTATION
Watters Smith Memorial State Park
UTV, Mower & Tractor

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Parks and Recreation Section to establish a contract for the one-time purchase of a UTV, Mower and Tractor for Watters Smith Memorial State Park, Lost Creek, WV. 26385
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 UTV, Mower and Tractor 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 "PTO" means Power Take Off.
 - 2.5 "GPM" means Gallons per Minute use.
 - 2.6 "CC" means cubic centimeters displacement.
 - 2.7 "hp" means horsepower.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Utility Vehicle, John Deere XUV 625i 4x4, or Equal. All items must be new. Utility vehicle must meet the following specifications:**
 - 3.1.1.1 Must have a minimum 600 cc liquid cooled, gasoline engine.
 - 3.1.1.2 Must have a continuously variable/automatic transmission with high and low range, neutral and reverse.

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Watters Smith Memorial State Park
UTV, Mower & Tractor

- 3.1.1.3 Must be 2 WD/4 WD selectable with locking differential.
- 3.1.1.4 Must have a steel dumping cargo box with minimum 800 lb. capacity.
- 3.1.1.5 Must have front brush guard installed.
- 3.1.1.6 Must have a 2 inch hitch receiver with minimum towing capacity of 1,000 lbs.
- 3.1.2 **Mower, John Deere X738 with gasoline engine, full time 4 wheel drive with 60 inch mower deck, or Equal**
 - 3.1.2.1 Must have minimum 25 hp motor.
 - 3.1.2.2 Must have hydrostatic full time 4 wheel-drive.
 - 3.1.2.3 Must have front tires minimum 18 x8.5 and rear tires minimum 25x12-12.
 - 3.1.2.4 Must have hydraulic power steering.
 - 3.1.2.5 Must have minimum 60 inch deck constructed of steel and compatible with John Deere x738 or Equal or Vendor's submitted Equal mower.
- 3.1.3 **Tractor, John Deere 5075E, or Equal with loader bucket and backhoe attachment**
 - 3.1.3.1 Must have a 4-cycle engine with minimum of three cylinders.
 - 3.1.3.2 Must have a minimum 75 hp. engine.
 - 3.1.3.3 Must have a minimum 61 PTO horsepower.
 - 3.1.3.4 Must have a mechanical shuttle, synchronized transmission with a minimum of two (2) reverse and eight (8) forward gears.
 - 3.1.3.5 Must have an implement gear pump with a minimum rated flow of 11.4 gpm.

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Watters Smith Memorial State Park
UTV, Mower & Tractor**

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- 3.1.3.6 Must have an equipped, lever-controlled second rear remote valve.
- 3.1.3.7 Must have flexible link arms.
- 3.1.3.8 Must be equipped with an engine block heater.
- 3.1.3.9 Must have a 4-WD (mechanical front wheel drive) front axle.
- 3.1.3.10 Must be equipped with foldable rollover protection structure.
- 3.1.3.11 Must have the following type tires: general farming – rear; minimum: 16.9 - 28; R1, front; minimum: 9.5-24; R1.
- 3.1.3.12 Must be equipped with a drawbar clevis.
- 3.1.3.13 Must come with manufactures operators manual and instrumentation manual.
- 3.1.3.14 Must have an equipped front loader with general purpose bucket and meet the following specifications:
 - 3.1.3.14.1 Must have a free standing quick attachment system for loader frame and bucket.
 - 3.1.3.14.2 Must have minimum front loader lift capacity of 3,100 lbs. with minimum front loader lift height of 122".
 - 3.1.3.14.3 Must have a general purpose style bucket (minimum of 72" width and maximum of 78" width).
- 3.1.3.15 Must come with a compatible backhoe attachment and meet the following specifications:
 - 3.1.3.15.1 Must have subframe mounting brackets, hydraulics and hardware for John Deere model 5075 E or Vendors submitted equal bid.

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Watters Smith Memorial State Park
UTV, Mower & Tractor

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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.

If bidding "or equal" brands, vendor should include manufacturer's literature documenting it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the RFQ. This information may be required before award.

4.2 Pricing Page: Vendor should complete the Pricing Page by entering the Unit Cost and Extended Cost. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically 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 Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. 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 Exhibit "A" Pricing Pages 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.

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UTV, Mower & Tractor

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 calendar days after receiving a purchase order. Contract Items must be delivered to Agency at 831 RR3 Duck Creek Road, Lost Creek, WV 26385, Contact Andy Bennett, 304-859-7081.

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 will 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 a 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 a resalable condition. Items shall be deemed to be in a 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.

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UTV, Mower & Tractor

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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.

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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; 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)

Ronald A. Gardner RONALD A. GARDNER SALES
(Authorized Signature) (Representative Name, Title)

304-659-2917 304-659-3276 11/13/2015
(Phone Number) (Fax Number) (Date)

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WV-10
Approved / Revised
08/01/15

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
Date: 11/13/2015

Signed: Ronald A. Gardner
Title: SALES

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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 addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

BRIDGEPORT EQUIPMENT AND TOOL
Company

Ronald A. Gardner
Authorized Signature

11/13/2015
Date

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

Revised 10/27/2015

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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 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: 11/13/2015

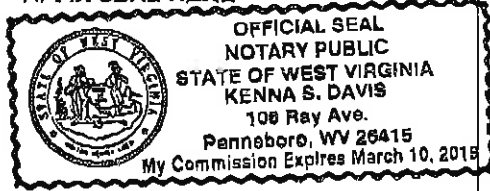
State of WV

County of Kitchie, to-wit:

Taken, subscribed, and sworn to before me this 13 day of November, 2015.

My Commission expires March 10, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC *Kenna S. Davis*

Purchasing Affidavit (Revised 08/01/2015)