



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: 126804

Doc Description: Addendum 1 CLASS 137 2 WHEEL DRIVE TRACTOR

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-08-20	2015-09-02 13:30:00	CRFQ 0803 DOT1600000011	2

**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

09/02/15 13:12:50  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Misty Delong  
 (304) 558-8802  
 misty.m.delong@wv.gov

Signature X

*Ronald A. Gardner*

FEIN # 34-1800484

DATE 9/01/2015

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

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY FORK RD CROSSING BUCKHANNON WV26201 US		DIVISION OF HIGHWAYS EQUIPMENT DIVISION 33 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	2 WHEEL DRIVE TRACTOR W/RIGHT SIDE HYD FLAIL AND	20.00000	EA	\$67,880.69	\$1,357,613.80

Comm Code	Manufacturer	Specification	Model #
21100000	JOHN DEERE	AS PER SPECIFICATION	6105M WITH TRI-TECH MFG. LLC SIDE AND REAR FLAIL MOWER

**Extended Description :**

CONTRACT: TO PROVIDE CLASS 137 - 2 WHEEL DRIVE TRACTOR WITH RIGHT SIDE HYDRAULIC FLAIL MOWER AND REAR MOUNTED PTO FLAIL MOWER

DOT1600000011	<b>Document Phase</b> Final	<b>Document Description</b> Addendum 1 CLASS 137 2 WHEEL D RIVE TRACTOR	<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

Exhibit A

### Pricing Sheet

RFQ 7015EC07

1	20	Each	One complete unit: 2 Wheel Drive Tractor w/right side hyd. Flail and rear mounted PTO flail mower	\$67,880.69	\$1,357,613.80
				Grand Total	\$1,357,613.80

Vendor should also supply the year, make, and model of the following:

2 Wh. Dr. Tractor w/Right side Hydraulic Flail and Rear Mounted PTO Flail Mower

2015 - JOHN DEERE 2 WHEEL DRIVE CAB TRACTOR - MODEL 6105M

2015 - TRI-TECH MFG. LLC - MODEL TT-75-SF MOW MASTER - SIDE FLAIL MOWER

2015 - TRI-TECH MFG. LLC - MODEL TT-102-RF MOW MASTER - REAR FLAIL WITH OFFSET MOWER

**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* RONALD A. GARDNER - SALES  
(Authorized Signature) (Representative Name, Title)

304-659-2917    304-659-3276    9/01/2015  
(Phone Number) (Fax Number) (Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT160000011**

**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:**

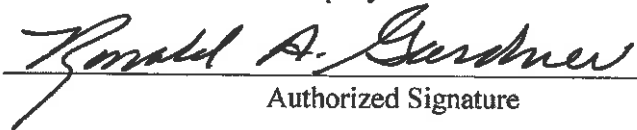
(Check the box next to each addendum received)

- |                                                    |                                          |
|----------------------------------------------------|------------------------------------------|
| <input checked="" 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

  
Authorized Signature

9/01/2015

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**SOLICITATION NUMBER:** CRFQ DOT1600000011

**Addendum Number:** 1

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. Attach vendor questions and responses
2. Attach pre-bid sign-in sheet.

No other changes made.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

# ATTACHMENT A



**ADDENDUM FOR PRE-BID**

**CRFQ 0803 DOT1600000011**

**CLASS 137 2 WHEEL DRIVE TRACTOR WITH RIGHT SIDE HYD. FLAIL MOWER & REAR MOUNTED PTO  
FLAIL MOWER**

**The original language in contract will be listed first with question and answer to follow below.**

- 1. 3.1.1.3 Tractor dry weight (without ballast): shall be 7,500 lbs., minimum.**

**Question # 1: Can weight be lowered to 7,000 lbs.?**

**Answer: This will remain as written.**

- 2. 3.1.13.1 Shall have power shift design and must have a transmission that can be shifted on the go without using a clutch and shift on the go.**

**Question: Would the State consider a power shuttle instead of a power shift transmission?**

**Answer: This will remain as written.**

- 3. 3.1.18.2 Tractor shall have two (2) control valves with three (3) detent position and flow.**

**Question: What is the purpose of 3 detent?**

**Answer: It is for the operation of mower attachments.**

- 4. 3.1.19.3 Tractor shall have wet-type disk brakes which must be both adjusting and equalizing.**

**We need to revise this to read: 3.1.19.3 Tractor shall have wet-type disk brakes which must be both self-adjusting and equalizing.**

- 5. 3.1.21. Three Point Hitch**

**This section will remain as written**

- 6. 3.2.1.1. Mower shall consist of mid frame which can be mounted to the tractor. An arm shall be pinned to side of frame to permit vertical movement. At end of arm, a right side flail mowing attachment shall be mounted. It shall be operated hydraulically by means of a system of lifting cylinders. Mower shall include a positive transport locking position.**

**We need to revise this to read: 3.2.1.1 Mower shall consist of mid frame which can be mounted to the tractor. An arm shall be pinned to side of frame to permit vertical movement. At end of arm, a right side flail mowing attachment shall be mounted. It shall be operated hydraulically by means of a system of lifting cylinders using the tractors hydraulics.**

7. **3.2.2.1 Cutter shaft shall be equipped with a heavy duty main shaft that is constructed of steel 5-1/2 inches minimum in diameter. Flail cutter main shaft bearing shall be grease lubricated self-aligning bearings.**

**Question: Will you modify the specs to a 4 ¾ inch cutter shaft (for the proper class 5 mower specification)?**

**Answer: This will remain as written**

8. **3.2.2.3 Cutter shaft speed shall be 2200 RPM minimum.**

**Question: Is a shaft speed of 1800 RPM acceptable as long as the tip speed is 9306 FPM?**

**Answer: This will remain as written.**

9. **3.2.2.5 Cutting swath for right side mower shall be (74) inches in length minimum.**

**Question: Is 75" acceptable for the cutting swath on the right side mower?**

**Answer: Yes**

10. **3.2.3.1 Manufacturer's auxiliary shaft driven hydraulic pump shall be mounted on front of tractor capable of operating right side flail mower within manufacturer's pre-set hydraulic temperature range.**

**Question: This hydraulic pump should read: be cast iron gear type, can you change it?**

**Answer: This will now read: 3.2.3.1 Manufacturer's auxiliary shaft driven hydraulic pump shall be cast iron gear type mounted on front of tractor capable of operating right side flail mower within manufacturer's pre-set hydraulic temperature range.**

11. **3.2.3.4 All necessary control valves and cylinders shall be furnished.**

**Question # 1:** Is it acceptable to control the side flail with either the tractor remotes or a mid-mount loader valve and joystick?

**Question # 2:** Are you using joystick or tractor control?

**Question # 3:** Can tractor be ordered with motor control options?

**Answer:** Has to operate using the tractors hydraulic controls.

**12. 3.3.2.1** Rear flail cutter shall be equipped with a heavy duty main shaft that shall be constructed of steel minimum 5-1/2 inches in diameter. Cutter shaft bearings shall be self-aligning and greaseable.

**Question:** Would you modify the specs to a 4 ¾ inch cutter shaft?

**Answer:** This will remain as written.

**13. 3.3.2.3** Cutter speed shall be a minimum of 2200 RPM inherently and shall be dynamically balanced.

**Question:** Is a shaft speed of 1800 RPM acceptable as long as the tip speed is 9306 FPM?

**Answer:** Leave as written.

**14. 3.3.2.5** Cutting swath shall be 88 inches minimum in length.

**Question:** Is 102" or 90" acceptable for the cutting swath for the rear mower?

**Answer:** Yes

**PRE-BID CONFERENCE  
SIGN IN SHEET**

Request for Quotation Number:

CRFO @303 DETH 0000011

Date: 8/10/15

Project Description: 2 Loh. Drive Tractor w/ Fork class 137

**PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.**

Firm Name:	Cecil I Walker Machinery
Firm Address:	#5 Peak Road Mingo WV 25143
Representative Attending:	Rochy Peck
Phone Number:	304-255-2500
Fax Number:	304 259 6404
Email Address:	rpeck@walker-cat.com

Firm Name:	Tri Tech MFG
Firm Address:	2404 St Rt 666 Delphos OH 45833
Representative Attending:	Daw Tomlin
Phone Number:	419 863 2409
Fax Number:	419 692 9291
Email Address:	TritechMFG@ya1ho.com

Firm Name:	Boone Tractor
Firm Address:	1668 Sorensen Trail Lewisburg WV
Representative Attending:	Greg Booth
Phone Number:	304 645 1711
Fax Number:	304 645 2464 .com
Email Address:	Gbooth@boone-tractor.com

Firm Name:	Bridgeport Equip
Firm Address:	6777 Mennitts Church Aminty, WV 25102
Representative Attending:	David Miller
Phone Number:	304 736 2120
Fax Number:	304 302 2301
Email Address:	d.miller@bridgeportequip.com

Firm Name:	TRI TECH MFG
Firm Address:	2404 St Rt 666 Delphos OH 45833
Representative Attending:	JOE KREWEL
Phone Number:	419-236-0240
Fax Number:	419-692-9291
Email Address:	JOE.KREWEL@MOWMASTER.COM

Firm Name:	BRIDGEPORT EQUIPMENT AND TOOL
Firm Address:	1584 OAKHURST RIVER CHARLESTON, WV 25314
Representative Attending:	RONALD A. GARDNER
Phone Number:	304-659-2917
Fax Number:	304-659-3276
Email Address:	R.GARDNER@bridgeportequip.com

**PRE-BID CONFERENCE  
SIGN IN SHEET**

Request for Quotation Number:

CRFO 0803 Det. K. [unclear]

Date: 5/10/15

Project Description:

2.5th. Dr. & Tactor w/FM. 1 class 137

**PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.**

Firm Name:	Diamond Mowers
Firm Address:	2050 Boyer Dr. Fairmount W.V. 26804
Representative Attending:	Philip R. Cornille
Phone Number:	804-360-4640
Fax Number:	804-360-4645
Email Address:	phil@diamondmowers.com

Firm Name:	Diamond Mowers
Firm Address:	27134 S. Parklane Dr Sioux Falls, SD 57106
Representative Attending:	Rollin Barnett
Phone Number:	615 8560047
Fax Number:	605-498 1222
Email Address:	rollin.barnett@diamondmowers.com

Firm Name:	ALAMO SALES CO
Firm Address:	1502 EAST WALNUT Seguin TX 78155
Representative Attending:	Brian Dunleavy
Phone Number:	830-405-2295
Fax Number:	865 693-0436
Email Address:	bdunleavy@alamogroup.com

Firm Name:	Bridgeport Equipment & Tool
Firm Address:	1504 Oakhurst Drive Charleston W.V 25314
Representative Attending:	Brandon Neville
Phone Number:	304-744-0555
Fax Number:	304-744-0556
Email Address:	bneville@bridgeportequip.com

Firm Name:	Tiger Mowers
Firm Address:	3301 N. Louise Ave Sioux Falls, SD 57106
Representative Attending:	Steven Marks
Phone Number:	605-212-0610
Fax Number:	605-238-9702
Email Address:	smarks@tigermowers.com

Firm Name:	Bridgeport Equipment and Tool
Firm Address:	1504 Oakhurst Drive Charleston, W.V 25314
Representative Attending:	Chris Walker
Phone Number:	304-744-0555
Fax Number:	304-744-0556
Email Address:	cwalker@bridgeportequip.com

**PRE-BID CONFERENCE  
SIGN IN SHEET**

Request for Quotation Number:

CRFO #803 DOT/10000011

Date: 8/10/15

Project Description: 2 LHM. Dr. & Tractor w/First class 137

**PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.**

Firm Name:	Matrim Tire
Firm Address:	P.O. Box 850 Cambridge NH
Representative Attending:	Jack O. Cartner
Phone Number:	740-439-2725
Fax Number:	740-432-2098
Email Address:	

Firm Name:	Matrim Tire
Firm Address:	P.O. Box 850 Cambridge NH 03725
Representative Attending:	Mark L. Goodman
Phone Number:	740-439-2725
Fax Number:	740-432-2089
Email Address:	

Firm Name:	PARCS Superstore
Firm Address:	14 Tunnel Hill Dr. Salem WV 26426
Representative Attending:	Ashley Cook
Phone Number:	304-838-4721 304-782-1000
Fax Number:	304-782-4000
Email Address:	acook@parcs.com

Firm Name:	Parcs/Kipley
Firm Address:	1169 Ripley Rd Kipley WV 25271
Representative Attending:	Mike Scott
Phone Number:	(304) 372-9875
Fax Number:	(304) 372-2713
Email Address:	m.scott@parcs.com

Firm Name:	Fairplay Tractor Sales
Firm Address:	1169 Ripley Rd Ripley WV 25271
Representative Attending:	
Phone Number:	304-372-9875
Fax Number:	304-372-2713
Email Address:	Fairplay@fairplay.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

CRFC 0803 DOT/Accessories

Date: 8/10/15

Project Description:

2 Wheel Drive Tractor w/Flat class 137

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	Angie Morrison
Firm Address:	3 Doh
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	TODD Campbell
Firm Address:	D.O.H.
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	Pam Hill
Firm Address:	Doh
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	MARCIA Lee
Firm Address:	Doh
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

REQUEST FOR QUOTATION  
CLASS 137 2 WHEEL DRIVE TRACTOR W/RIGHT SIDE HYDRAULIC FLAIL  
MOWER AND REAR MOUNTED PTO FLAIL MOWER

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**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract items must meet or exceed the mandatory requirements as shown below.

**3.1.1 General – 2 Wheel Drive Tractor general mandatory requirements.**

3.1.1.1 Unit shall be 2 wheel drive.

3.1.1.2 Wheelbase shall be 90 inches minimum.

3.1.1.3 Tractor dry weight (without ballast): shall be 7,500 lbs. minimum.

3.1.1.4 All daily services/checks shall be done from ground level.

3.1.1.5 Unit shall be equipped with manufacturer's lockable side panels.

3.1.1.6 Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at the time of manufacture of the unit. Please see Exhibit C.

3.1.1.7 The unit specified herein and offered shall be manufactured on or after January 1, 2015 and will be clearly identified and marked with date of manufacture.

**3.1.2 Engine –** The following are mandatory requirements related to the tractor's engine.

3.1.2.1 Engine shall be; Tier 4 Interim Compliant, or better.

3.1.2.2 Shall have 70 PTO horsepower minimum.

3.1.2.3 Shall be Manufacturers standard water cooled, diesel powered engine.



**REQUEST FOR QUOTATION**  
**CLASS 137 2 WHEEL DRIVE TRACTOR W/RIGHT SIDE HYDRAULIC FLAIL**  
**MOWER AND REAR MOUNTED PTO FLAIL MOWER**

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3.1.2.4 Shall be Manufacturers standard governor with engine key shut off, wire sealed by Manufacturer.

**3.1.3 Engine Lubrication System** – The following are mandatory requirements related to engine's lubrication system.

3.1.3.1 The engine shall have full pressure lubrication with oil filter and oil by pass system.

3.1.3.2 Shall have engine oil cooler

**3.1.4 Engine Cooling System** – The following are mandatory requirements related to the engine's cooling system.

3.1.4.1 Shall have manufacturer's largest cooling system offered.

3.1.4.2 Cooling system shall be equipped with a coolant recovery tank and sight glass.

**3.1.5 Air Induction System**

3.1.5.1 Dry type dual element (2 stage) air cleaner with self dumping valve shall be provided.

3.1.5.2 Unit shall have dash mounted air filter restriction indicator with light that is operator visible when service is required.

**3.1.6 Exhaust System** – The following are mandatory items related to the exhaust system.

3.1.6.1 The muffler shall be mounted in compliance with Tier 4 Interim or better standards and not interfere with the right side flail.

**3.1.7 Electrical System** – The following are mandatory items related to the electrical system.

3.1.7.1 Unit's electrical system shall be manufacturer's noise suppression wiring, and must have 12 volts negative ground.

REQUEST FOR QUOTATION  
CLASS 137 2 WHEEL DRIVE TRACTOR W/RIGHT SIDE HYDRAULIC FLAIL  
MOWER AND REAR MOUNTED PTO FLAIL MOWER

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3.1.7.2 Neutral start switch (for safety purposes) shall be provided.

3.1.7.3 Shall have minimum 1200 cold cranking amp (CCA) battery.

3.1.7.4 OSHA approved back up alarm shall be provided on unit.

**3.1.8 Charging System** – The following are mandatory items related to the charging system.

3.1.8.1 Charging system shall be manufacturer heavy duty for model bid.

**3.1.9 Engine Fuel System** – The following are mandatory requirements related to the engine's fuel system.

3.1.9.1 If fuel tank is exposed, manufacturers skid plate must be provided.

3.1.9.2 Dual stage fuel filtering shall be provided.

3.1.8.3 Unit shall have a fuel water separator.

**3.1.10 Lighting** – The following are mandatory requirements related to the lights.

3.1.10.1 Unit shall have Class 1 LED amber beacon; mounted in rear by use of brackets.

3.1.10.2 Shall have two (2) high-low beam head light (halogen) with manufacturers heavy duty console mounted switch.

3.1.10.3 Shall have four (4) roof mounted work lights; two (2) front and two (2) rear.

3.1.10.4 Shall have fender mounted rear tail lights and turn signals. Lights shall be shock mounted.

3.1.10.5 Unit shall have seven (7) factory installed terminal out sockets to provide lighting for towed equipment.

REQUEST FOR QUOTATION  
**CLASS 137 2 WHEEL DRIVE TRACTOR W/RIGHT SIDE HYDRAULIC FLAIL  
MOWER AND REAR MOUNTED PTO FLAIL MOWER**

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3.1.10.6 Shall have four (4) roof mounted flashing warning lights; two (2) front and two (2) rear .

3.1.10.7 Unit shall be provided with console and dome lighting.

3.1.10.8 License plate bracket shall be provided on rear of unit with slow moving vehicle sign.

**3.1.11 Unit Instrumentation** – The following are mandatory requirements related to the units instrument panel.

3.1.11.1 Unit Instrumentation shall include:

- A. Tachometer
- B. Speedometer
- C. Hour meter operable from engine operation not key switch
- D. Coolant temperature indicator with audible buzzer or warning light
- E. Oil pressure indicator with audible buzzer or warning light
- F. Hydraulic oil temperature indicator with audible buzzer or warning light, to warn operator when manufacturers recommended hydraulic oil temperature is exceeded.

**3.1.12 Clutch** - The following are mandatory requirements related to the clutch.

3.1.12.1 Clutch shall be wet type.

**3.1.13 Transmission** – The following are mandatory requirements related to the transmission's design and arrangement.

3.1.13.1 Shall have power shift design and must have a transmission that can be shifted on the go without using a clutch (within the speed gears).

3.1.13.2 Shall have transmission forward and reverser that can be shifted from forward to reverse without the use of a clutch and shifted on the go.

3.1.13.3 The unit shall have a minimum of 12 forward speeds and 12 reverse speeds.

REQUEST FOR QUOTATION  
CLASS 137 2 WHEEL DRIVE TRACTOR W/RIGHT SIDE HYDRAULIC FLAIL  
MOWER AND REAR MOUNTED PTO FLAIL MOWER

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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 Highways, Department of Transportation to establish an open-end contract for a Two (2) Wheel Drive Tractor with Right Side Hydraulic Flail Mower and Rear Mounted PTO Flail Mower
  
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, Subsection 1 below.
  - 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 **“WVDOH”** means West Virginia Division of Highways.
  - 2.5 **“EPA”** means Environmental Protection Agency.
  - 2.6 **“PTO”** means Power Take Off.
  - 2.7 **“OSHA”** means Occupational Safety and Health Act.
  - 2.8 **“MPH”** means miles per hour.
  - 2.9 **“GPM”** means gallons per minute.
  - 2.10 **“PSI”** means pounds per square inch.
  - 2.11 **“ROPS”** means Roll-over Protection Structures.
  - 2.13 **“RPM”** means Revolutions per minute.
  - 2.14 **“CCA”** means cold cranking amps.

REQUEST FOR QUOTATION  
CLASS 137 2 WHEEL DRIVE TRACTOR W/RIGHT SIDE HYDRAULIC FLAIL  
MOWER AND REAR MOUNTED PTO FLAIL MOWER

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3.1.13.4 Gear range selections requires clutch usage, but can be shifted while moving.

**3.1.14 Differential** – The following are mandatory requirements related to the differential.

3.1.14.1 Differential shall be manufacturer's heavy duty.

3.1.14.2 Shall have manufacturer's differential lock engagement and disengagement capability and must be able to engage differential lock on the go.

**3.1.15 Front Axle** – The following are mandatory requirements related to the front axle.

3.1.15.1 Front axle shall be manufacturer's heavy duty.

**3.1.16 Rear Axle** – The following are mandatory requirements related to the rear axle.

3.1.16.1 The rear axle shall be heaviest duty available.

**3.1.17 Planetary Final Drives** – The following are mandatory requirements related to the tractor's planetary final drives.

3.1.17.1 Planetary final drives shall be in board type.

**3.1.18 Hydraulic System** – The following are mandatory requirements related to the tractor's hydraulic system.

3.1.18.1 Tractor hydraulic system shall provide sufficient pressure and flow to operate all tractor functions at peak efficiency.

**REQUEST FOR QUOTATION**  
**CLASS 137 2 WHEEL DRIVE TRACTOR W/RIGHT SIDE HYDRAULIC FLAIL**  
**MOWER AND REAR MOUNTED PTO FLAIL MOWER**

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3.1.18.2 Tractor shall have two (2) control valves with three (3) detent position and flow.

3.1.18.3 Shall have hydraulic hoses that can be coupled and uncoupled while under pressure.

3.1.18.4 Shall have stand by hydraulic pressure 2900PSI minimum.

**3.1.19 Brakes** – The following are mandatory requirements related to the brakes.

3.1.19.1 Manufacturer's standard emergency braking system shall be provided.

3.1.19.2 Tractor shall have hydraulic actuated service brakes.

3.1.19.3 Tractor shall have wet-type disk brakes which must be both adjusting and equalizing.

**3.1.20 Tires** – The following are mandatory requirements related to the tires.

3.1.20.1 Manufacturer's standard size tires for unit bid.

A. Front Tires shall be F2 tread design

B. Rear Tires shall be R1W tread, design radial

**3.1.21 Three Point Hitch** – The following are mandatory requirements related to the hitch.

3.1.21.1 Hitch shall have external switch to control raising and lowering from rear of tractor for safety purposes.

3.1.21.2 Hitch lift capacity shall be 3,190 lbs. minimum at 24 inches behind lift point.

3.1.21.3 Hitch shall be electro-hydraulically operated.

3.1.21.4 Three point hitch shall be Category 2.

**3.1.22 Cab and Related Accessories** – The following are mandatory requirements related to the cab and accessories.

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- 3.1.22.1 Cab shall be OSHA approved ROPS.
- 3.1.22.2 Cab shall be mounted by the manufacturer, insulated and pressurized.
- 3.1.22.3 Cab shall have safety glass, tinted at all locations.
- 3.1.22.4 Cab unit shall be equipped with heater, defroster, and air conditioning and shall be installed by the manufacturer.
- 3.1.22.5 Cab shall have two (2) lockable entry doors keyed alike.
- 3.1.22.6 Seat shall be cloth covered type protected with scotch guard (or equal) and equipped with a seat belt.
- 3.1.22.7 Seat shall have a height and swivel adjustment.
- 3.1.22.8 Seat shall be equipped with adjustable arm rests.
- 3.1.22.9 Unit shall be equipped with a tilt/telescoping steering wheel.
- 3.1.22.10 Tool box shall be provided, weather resistant, lockable, and mounted for operator convenience.
- 3.1.22.11 Cab unit shall have front and rear windshield wipers and washers.
- 3.1.22.12 Left and right side view mirrors and in cab rear view mirror shall be provided.
- 3.1.22.13 Cab and tractor shall have a type of non-skid step (steps) and hand holds for safety purposes.
- 3.1.22.14 Unit shall be equipped with a first aid kit mounted inside of cab.
- 3.1.22.15 All features that are considered to be manufacturer's standard equipment that are not specifically addressed above shall be provided.
- 3.1.22.16 Unit shall be delivered to the WVDOH with all manufacturers recommended safety related decals and safety features intact.

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**3.1.23 PTO Requirements** – The following are mandatory requirements related to the PTO (power take off).

3.1.23.1 Tractor shall have a minimum of 540 PTO R.P.M.

3.1.23.2 PTO shall be able to be engaged and disengaged on the go.

**3.1.24 Advertisement** – The following are mandatory requirements related to advertising.

3.1.24.1 Manufacturer shall attach a metal plate on the unit stating manufacturer, serial number, or model number, etc. No decals or painted advertisement are permitted.

**3.1.25 Paint** – The following are mandatory items related to the color of unit.

3.1.25.1 The tractor shall be painted manufacturer's standard color.

**3.2 Side Flail Mower** – The following are general mandatory requirements related to the above mower.

**3.2.1 General**

3.2.1.1 Mower shall consist of mid frame which can be mounted to the tractor. An arm shall be pinned to side of frame to permit vertical movement. At end of arm, a right side flail mowing attachment shall be mounted. It shall be operated hydraulically by means of a system of lifting cylinders. Mower shall include a positive transport locking position.

3.2.1.2 Side mower shall have electric on and off switch control with starter interrupt within easy reach of operator.

3.2.1.3 Vendor must certify that unit offered will meet or exceed the "Occupational Safety and Health Act of 1970" or subsequent changes that are in effect at the time of manufacture of the unit. See Exhibit C attached.



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3.2.1.4 The unit specified herein and offered shall be manufactured on or after January 1, 2015 and will be clearly identified and marked with date of manufacture.

**3.2.2 Cutter Shaft** – The following are mandatory items related to the frame.

3.2.2.1 Cutter shaft shall be equipped with a heavy duty main shaft that is constructed of steel 5-1/2 inches minimum in diameter. Flail cutter main shaft bearing shall be grease lubricated self-aligning bearings.

3.2.2.2 Cutter housing shall be constructed of steel, minimum 10 gauge and shall include full length replacement skid shoes and manufacturer's standard trash deflectors, and shall be equipped with bearing guards.

3.2.2.3 Cutter shaft speed shall be 2200 RPM minimum.

3.2.2.4 Rear roller must be full length of mower and shall be six (6) inches minimum in diameter, adjustable from one (1) inch minimum to six (6) inches minimum with greaseable bearings.

3.2.2.5 Cutting swath for right side mower shall be (74) inches in length minimum.

3.2.2.6 Flail cutters shall be driven by an oil motor which can be reversed.

3.2.2.7 Cutter shall be equipped with four (4) ounce cut knives, reversible and self-cleaning and mounted on cutter shaft.

**3.2.3 Hydraulics** – The following are mandatory items related to the hydraulic reservoir.

3.2.3.1 Manufacturer's auxiliary shaft driven hydraulic pump shall be mounted on front of tractor capable of operating right side flail mower within manufacturer's pre-set hydraulic temperature range.

3.2.3.2 Hydraulic oil shall be supplied by an adequately sized and mounted reservoir. Tank shall be constructed that it functions to maintain oil temperature at no greater than 85 degrees Fahrenheit over ambient temperature under normal operating conditions.

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3.2.3.3 Tank shall have built-in oil level sight glass and thermometer.

3.2.3.4 All necessary control valves and cylinders shall be furnished.

3.2.3.5 Hydraulic tank shall be labeled accordingly for safety and type of hydraulic fluid.

**3.2.4 Advertising** – The following is a mandatory requirement related to advertising.

3.2.4.1 Shall have only one (1) manufacturer name plate, which must include model number, may appear on exterior of unit. Logos created through the stamping or casting process of manufacturer are also acceptable. No decals or painted advertisement are permitted.

**3.2.5 Paint**

3.2.5.1 Mower shall be painted manufacturer's standard color.

**3.2.9 Miscellaneous** – The following mandatory items are related to the mower.

3.2.9.1 Complete unit shall be delivered with all manufacturers' safety features intact.

**3.3 Rear Mower** – The following are mandatory requirements pertaining to the above mower.

**3.3.1 General:**

3.3.1.1 A rear mounted flail shall be provided.

3.3.1.2 This flail cutter shall be driven by the tractors rear PTO system.

3.3.1.3 Drive train shall be equipped with spring loaded type slip clutch.

3.3.1.4 Driveshaft to outboard drive shall be totally enclosed.

3.3.1.5 Gear box shall be minimum 60 horsepower continuous.

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**3.3.2 Cutter Shaft** – The following are mandatory items related to the cutter shaft.

3.3.2.1 Rear flail cutter shall be equipped with a heavy duty main shaft that shall be constructed of steel minimum 5-1/2 inches in diameter. Cutter shaft bearings shall be self-aligning and greaseable.

3.3.2.2 Cutter housing shall be constructed of 10 gauge minimum steel and shall be equipped with bearing guards.

3.3.2.3 Cutter speed shall be a minimum of 2200 RPM inherently and shall be dynamically balanced.

3.3.2.4 Rear housing rollers shall be full length of housing and six (6) inches minimum in diameter. Shall be adjustable from 1 inch minimum to six (6) inches maximum and equipped with greaseable bearings.

3.3.2.5 Cutting swath shall be 88 inches minimum in length.

3.3.2.6 Rear mower shall be offset to overlap inside cut of side mower.

3.3.2.7 Cutter shall be equipped with four (4) ounce course cut knives, reversible and self-cleaning and shall be mounted on cutter shaft.

**3.3.3 Paint** – The following are mandatory items related to the color

3.3.3.1 Mower shall be manufacturer's standard paint color

**3.3.4 Advertising** – The following are mandatory requirements related to advertising.

3.3.4.1 Shall have only one (1) manufacturer name plate, which must include model number, may appear on exterior of unit. Logos created through the stamping or casting process of manufacturer are also acceptable. No decals or painted advertisement are permitted.

**3.3.5 Miscellaneous** – The following mandatory items are related to the mower.

3.3.5.1 Complete unit shall be delivered with all manufacturers' safety features intact.

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3.3.5.2 Vendor must certify that unit offered will meet or exceed the “Occupational Safety and Health Act of 1970” or subsequent changes that are in effect at the time of manufacture of the unit. Please see Exhibit C.

3.3.5.3 The unit specified herein and offered shall be manufactured on or after January 1, 2015 and will be clearly identified and marked with date of manufacture.

#### 4. CONTRACT AWARD:

4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase 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 **Pricing Pages:** Vendor should complete the Pricing Pages (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should take estimated Quantity and multiply by unit price to get grand total. Vendor should complete the pricing pages in their entirety as failure to do so may result in Vendor’s bids being disqualified.

The Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases 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 through wvOASIS, if available, or as an electronic document. 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:  
Misty.M.Delong@wv.gov.

#### 5. ORDERING AND PAYMENT:

5.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms 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

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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.

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

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within **200** working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. A completed pilot model for inspection must be provided within **140** working day(s) after receipt of the purchase agreement by the successful vendor. Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**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 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. Destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.4 Representative Unit for Test:** The successful vendor must (if specified) provide the DOH one (1) completed representative unit to be observed and evaluated on each order to insure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical

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parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order, and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

- 6.5 Condition of Unit(s) Upon Delivery:** All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break-in of the unit are to be posted conspicuously on the unit for ready observance by the operator.
- 6.6 Delivery Point:** Delivery point of the completed representative unit will be the WVDOH, Equipment Division, 83 Brushy Fork Road Crossing, Buckhannon, WV 26201.

**7. MISCELLANEOUS:**

- 7.1 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.
- 7.2 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for 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.
- 7.3 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:** RONALD A. GARDNER  
**Telephone Number:** 304-659-2917

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Fax Number: 304-659-3276

Email Address: rgardner@bridgeportequip.com

7.4 **Operating and Service Manuals and Parts Lists:** An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") must be with pilot unit upon delivery, Attn: Marcia Lee. There must be 12 service/shop/maintenance manuals and 14 parts manuals; CD-ROM is preferred in lieu of parts manuals. Manuals shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

7.5 **Training:** Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator, and Mechanic Training. In order to keep operators and mechanics updated, the successful vendor shall conduct training sessions covering the operation, maintenance, trouble shooting with each purchase order against this open end contract. Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to

**WVDOH**  
Training Academy  
P.O. Box 610  
Buckhannon, West Virginia 26201

Prior to delivery of the pilot unit. Training seminar to be held at the WVDOT, Equipment Division, Buckhannon, WV.

7.6 **Preventative Maintenance & Operator Procedures:** Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc. The successful vendor shall furnish all training aids; i.e. videos, projectors as required in conducting the training.

7.7 **Warranty and Service Policy:** The unit must be accompanied upon delivery by the unit's manufacturers executed warranty and service policy.

7.8 **Unspecified Accessories & Features:** All parts, equipment, accessories, Material, design and performance characteristics not specified herein, but which

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are necessary to provide a complete unit, must be furnished with each unit and required to conform to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included.

**8. VENDOR DEFAULT:**

**8.1** The following shall be considered a vendor default under this Contract.

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request.

**8.2** The following remedy shall be available to Agency upon default.

8.2.1 Immediate cancellation of the contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.



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EXHIBIT B

EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY OF PILOT MODEL TO THE WVDOH.

DESCRIPTION: \_\_\_\_\_ MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ FUEL TYPE: \_\_\_\_\_

HORSEPOWER: \_\_\_\_\_ CYLINDER: \_\_\_\_\_ ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: \_\_\_\_\_

BELTS: DESCRIPTION: \_\_\_\_\_ PART NUMBERS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GVW: \_\_\_\_\_ AXLE CAPACITY: FRONT: \_\_\_\_\_ REAR: \_\_\_\_\_

TIRES: FRONT MAKE & SIZE: \_\_\_\_\_

REAR MAKE & SIZE: \_\_\_\_\_

DIMENSIONS OF UNIT: LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_ LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

PARTS:

BATTERY MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ CCA: \_\_\_\_\_

TOP OR SIDE POST: \_\_\_\_\_ DIMENSIONS: LENGTH \_\_\_\_\_ WIDTH \_\_\_\_\_ HEIGHT \_\_\_\_\_

SPARK PLUGS OR FUEL INJECTORS MAKE: \_\_\_\_\_ PART # \_\_\_\_\_

FUEL PUMP OR INJECTION PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

ALTERNATOR MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

STARTER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TURBO CHARGER MAKE: \_\_\_\_\_ PART #: \_\_\_\_\_

TRANS. MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ AUTO/MANUAL: \_\_\_\_\_

HYDRAULIC PUMP MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

FILTERS	MAKE	PART NO.	LUBRICANT	MANUFACTURER TYPE
OIL	_____	_____	ENGINE	_____
AIR INNER	_____	_____	TRANSMISSION	_____
AIR OUTER	_____	_____	POWER STEERING	_____
FUEL PRIMARY	_____	_____	HYDRAULIC	_____
FUEL SECONDARY	_____	_____	DIFFERENTIALS	_____
COOLANT	_____	_____	BRAKE FLUID	_____
HYDRAULIC	_____	_____	COOLANT	_____
OTHER	_____	_____	OTHER	_____

# 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: *Ronell A. Gardner*

Date: 9/01/2015

Title: SALES

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: 9/01/2015

State of WEST VIRGINIA

County of RITCHIE, to-wit:

Taken, subscribed, and sworn to before me this 1 day of SEPTEMBER, 2015.

My Commission expires 3-10, 2019.

NOTARY PUBLIC *Kenna S Davis*

