



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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

Header @ 1

General Information

Procurement Folder: 308239

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0211

Vendor ID: 000000177068

SO Doc ID: GSD1700000018

Legal Name: BRIDGEPORT EQUIPMENT & TOOL

Published Date: 3/2/17

Alias/DBA: BET LTD

Close Date: 3/16/17

Total Bid: \$41,216.31

Close Time: 13:30

Response Date: 03/16/2017

Status: Closed

Response Time: 9:20

Solicitation Description: Compact Utility Tractor, Attachments and Accessories

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 308239

Solicitation Description : Compact Utility Tractor, Attachments and Accessories

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-03-16 13:30:00	SR 0211 ESR0316170000004394	1

VENDOR
000000177068 BRIDGEPORT EQUIPMENT & TOOL BET LTD

Solicitation Number: CRFQ 0211 GSD1700000018

Total Bid : \$41,216.31 **Response Date:** 2017-03-16 **Response Time:** 09:20:25

Comments:

FOR INFORMATION CONTACT THE BUYER
 Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	John Deere 3039R (or equal) Compact Tractor with Attachments	1.00000	LS	\$41,216.310000	\$41,216.31

Comm Code	Manufacturer	Specification	Model #
25101901			

Extended Description :	John Deere 3039R (or equal) Compact Utility Tractor
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Comments: Bidding one (1) John Deere 3039R Cab Tractor with attachments as specified.



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: 308239

Doc Description: Compact Utility Tractor, Attachments and Accessories

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-03-02	2017-03-16 13:30:00	CRFQ 0211 GSD1700000018	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

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X *Ronald A. Gardner* FEIN # 34-1800484

DATE 3/16/2017

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

ADDITIONAL INFORMAITON:

The West Virginia Purchasing Division for the Agency, The West Virginia Department of Administration's, General Services Division is soliciting bids from qualified vendors to establish a "One-Time" contract for the purchase of Compact Utility Tractor with Attachments per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 1900 KANAWHA BLVD E, BLDG 1, RM MB-68 CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 53 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	John Deere 3039R (or equal) Compact Tractor with Attachments	1.00000	LS	\$41,216.31	\$41,216.31

Comm Code	Manufacturer	Specification	Model #
25101901	JOHN DEERE	AS SPECIFIED	JOHN DEERE 3039R CAB TRACTOR EQUIPPED WITH H165 LOADER _ JOHN DEERE

Extended Description :

John Deere 3039R (or equal) Compact Utility Tractor

HEAVY DUTY 60 INCH ROTARY BRÖÖM
 FRONTIER AP12F PALLET FORKS AND
 CURTIS FAST -CAST 400 SPREADER.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 3:00 p.m.	2017-03-10

GSD170000018	Document Phase Final	Document Description Compact Utility Tractor, Attachments and Accessories	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

RONALD A. GARDNER SALES

(Name, Title)
RONALD A. GARDNER SALES

(Printed Name and Title)
1504 OAKHURST DRIVE, CHARLESTON, WV 25314

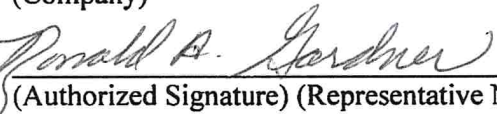
(Address) 304-659-2917 304-659-3276

(Phone Number) / (Fax Number) rgardner@bridgeportequip.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

BRIDGEPORT EQUIPMENT AND TOOL

(Company)
 RONALD A. GARDNER SALES

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

(Printed Name and Title of Authorized Representative)
3/16/2017

(Date)
304-659-2917 304-659-3276

(Phone Number) (Fax Number)

**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

3/16/2017

Date

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

REQUEST FOR QUOTATION
Compact Utility Tractor and Attachments

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the General Services Division to establish a contract for the one-time purchase of a John Deere 3039R (or equal) Compact Utility Tractor, Attachments and Accessories.

This Centralized Request for Quotation includes the following documents as attachments:

Attachment A: Specification Checklist

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 Items”** means Compact Utility Tractor, Attachments and Accessories as more fully described by these specifications.
- 2.2 **“Pricing Page”** means the pages, **contained in wvOASIS**, 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.
3. **GENERAL REQUIREMENTS:**
- 3.1 **Mandatory Contract Item Requirements:** Contract Items must meet or exceed the mandatory requirements listed below.
- 3.1.1 **John Deere 3039R (or equal) Compact Utility Tractor and Accessories**
- 3.1.1.1 Compact Utility Tractor must include an enclosed cab with air ride seat.
- 3.1.1.2 Compact Utility Tractor must include air conditioning and heat.
- 3.1.1.3 Compact Utility Tractor must include front and rear wiper.
- 3.1.1.4 Compact Utility Tractor must include forward and rear work (two lights) lights.

REQUEST FOR QUOTATION
Compact Utility Tractor and Attachments

- 3.1.1.5** Compact Utility Tractor must include beacon light.
- 3.1.1.6** Compact Utility Tractor must include dual mid AND single electrohydraulic rear selective control valves (SCV).
- 3.1.1.7** Compact Utility Tractor must include must have a hydrostatic transmission.
- 3.1.1.8** Compact Utility Tractor must include must have mid power take-off (PTO).
- 3.1.1.9** Compact Utility Tractor must include must have minimum 38hp diesel engine.
- 3.1.1.10** Compact Utility Tractor must include must be equipped with front 15-19.5 (6PR, R4 Industrial, 2-position) tire and rear 25x8.5-14 (6PR, R4 Industrial, 2-position) tires (if this upgrades or downgrades from standard tires, Vendor is NOT required to provide the standard tires as well).
- 3.1.1.11** Compact Utility Tractor must include 110volt engine coolant heater must be included.
- 3.1.1.12** Compact Utility Tractor must include front three-point hitch must be included.
- 3.1.1.13** Compact Utility Tractor must include minimum 2000rpm front PTO must be included.
- 3.1.1.14** Compact Utility Tractor must include horn kit and external mirror kit must be included on cab.
- 3.1.1.15** Compact Utility Tractor must include must Include LED Work Light kit.
- 3.1.1.16** Compact Utility Tractor must include must have backup alarm.

3.1.2 John Deere 3039R (or equal) Compact Utility Tractor Attachments

REQUEST FOR QUOTATION
Compact Utility Tractor and Attachments

All switches, controls, frame kits and adapters to operate all options and accessories specified below must be included:

3.1.2.1 John Deere H165 Loader (or equal).

3.1.2.1.1 Loader must have minimum of 1500lbs lift capacity at pivot pin.

3.1.2.1.2 Bucket must be minimum 61 inches with holes for cutting edges.

3.1.2.1.3 Loader must be able to be mounted/demounted without tools.

3.1.2.1.4 Loader control must be able to be locked out when not in use.

3.1.2.2 John Deere (or equal) 60" Heavy Duty Quick Hitch Rotary Broom.

3.1.2.2.1 Must be operational from any position up to 30 degrees left or right.

3.1.2.2.2 Must have minimum 26-inch brush diameter.

3.1.2.2.3 Must be able to be mounted/demounted with no tools. Must include all hardware and controls to mount to tractor if needed.

3.1.2.3 Frontier AP12F (or equal) Fork Attachment. Must have 48" pallet tines and include all controls and mounting hardware.

3.1.2.4 Curtis Fast-Cast 400 (or equal) electric spreader.

3.1.2.4.1 Must have minimum 3.0 cu. Ft. / 180lb capacity.

3.1.2.4.2 Spreader must have adjustable spreading width, from 4' to 24'.

3.1.2.4.3 Must include adjustable deflector and weather cover.

REQUEST FOR QUOTATION
Compact Utility Tractor and Attachments

3.1.2.4.4 Must include variable speed control.

3.1.2.4.5 Must include all mounting hardware.

3.1.3 PERFORMANCE REQUIREMENTS:

3.1.3.1 Vendor must deliver unit to Agency facility and set up for Agency use.

3.1.3.2 Vendor must provide onsite training for all Agency-designated personnel within one week of delivery.

3.1.3.3 All costs for all Contract Items, freight, setup and onsite training must be included in lump sum bid.

3.1.3.4 Vendor must provide all mounting hardware for all attachments and accessories.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by providing a **single, lump-sum bid for all equipment and accessories specified herein.** 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.

5. PAYMENT:

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

REQUEST FOR QUOTATION
Compact Utility Tractor and Attachments

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. Vendor shall deliver the Contract Items within thirty (30) calendar days after receiving a purchase order. Contract Items must be delivered to the Agency at 153 West Main Street, Clarksburg, WV, 26301.

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.

7 VENDOR DEFAULT:

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

REQUEST FOR QUOTATION
Compact Utility Tractor and Attachments

- 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.

Attachment A: Specification Checklist

To ensure the vehicle you are bidding meets all of the mandatory specifications required, please use this checklist to verify that you have included all mandatory components, including accessories, in your **one (1) Lump Sum bid**. This document is not required with the bid, but may be requested prior to award.

Note: All mandatory specifications may not be listed below. Be sure to thoroughly review the specifications in their entirety before submitting your bid.

- Does the vehicle being bid include an enclosed cab? (3.1.1.1)
 - Does the cab come equipped with an air ride seat? (3.1.1.1)
 - Does the cab come equipped with heating and air conditioning? (3.1.1.2)
 - Does the cab come equipped with front and rear windshield wipers? (3.1.1.3)
 - Does the cab come equipped with a beacon light? (3.1.1.5)
 - Does the cab come equipped with horn and external mirror kit? (3.1.1.14)
- Does this vehicle being bid include forward and rear (x2) work lights? (3.1.1.4)
- Does this vehicle being bid include dual mid AND single electrohydraulic rear selective control valves (SCV)? (3.1.1.6)
- Does this vehicle being bid have hydrostatic transmission? (3.1.1.7)
- Does this vehicle being bid have mid Power Take-off (PTO)? (3.1.1.8)
- Does this vehicle being bid have at least 38hp diesel engine? (3.1.1.9)
- Does this vehicle being bid come equipped with with front 15-19.5 (6PR, R4 Industrial, 2-position) tire and rear 25x8.5-14 (6PR, R4 Industrial, 2-position) tires? (3.1.1.10)
- Does this vehicle being bid come equipped with 110volt engine coolant heater? (3.1.1.11)
- Does this vehicle being bid come equipped with front three-point hitch? (3.1.1.12)
- Does this vehicle being bid come equipped with minimum 2000rpm front PTO? (3.1.1.13)
- Does this vehicle being bid come equipped with LED Work Light Kit? (3.1.1.15)
TWO (2) REAR LED WORK LIGHTS INSTALLED
- Does this vehicle being bid come equipped with backup alarm? (3.1.1.16)

- Does this vehicle being bid come equipped with a loader? (3.1.2.1)
 - Does the loader have minimum lift capacity of 1500lbs at pivot pin? (3.1.2.1.1)
 - Can the loader be mounted/demounted without tools? (3.1.2.1.2)
 - Can loader control be locked out when not in use? (3.1.2.1.3)
 - Does the loader include a minimum 61-inch bucket with holes for cutting edges? (3.1.2.1.4)
- Does this vehicle being bid come equipped with a 60" rotary broom? (3.1.2.2)
 - Does the rotary broom have brush with minimum 26-inch diameter? (3.1.2.2.2)
 - Is the rotary broom operational from any position up to 30-degrees left or right? (3.1.2.2.1)
 - Can the rotary broom be mounted/demounted without tools? (3.1.2.2.3)
- Does this vehicle being bid come equipped with fork attachment? (3.1.2.3)
 - Does the fork attachment include two (2) 48" tines? (3.1.2.3)
- Does this vehicle being bid include an electric salt spreader? (3.1.2.4)
 - Does the electric salt spreader have a minimum volume capacity of 3.0 cubic feet? (3.1.2.4.1)
 - Does the electric salt spreader have a minimum weight capacity of 180 pounds? (3.1.2.4.1)
 - Does the electric salt spreader have adjustable spreading width, from 4' to 24'? (3.1.2.4.2)
 - Does the electric salt spreader include adjustable deflector and weather cover? (3.1.2.4.3)
 - Does the electric salt spreader have variable speed control? (3.1.2.4.4)

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: Ronald A. Gardner

Date: 3/16/2017

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

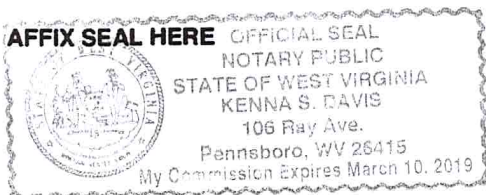
Authorized Signature: Ronald A. Gardner Date: 3/16/2017

State of WV

County of Kitchie, to-wit:

Taken, subscribed, and sworn to before me this 16 day of March, 2017.

My Commission expires March 10, 2019.



NOTARY PUBLIC Kenna S Davis
Purchasing Affidavit (Revised 08/01/2015)