



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 @ 2

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 188948

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0310

Vendor ID: 000000177068

SO Doc ID: DNR1700000008

Legal Name: BRIDGEPORT EQUIPMENT & TOOL

Published Date: 9/27/16

Alias/DBA: BET LTD

Close Date: 10/13/16

Total Bid: \$22,647.00

Close Time: 13:30

Response Date: 10/08/2016

Status: Closed

Response Time: 11:22

Solicitation Description: Addendum No 01 DNR 52" Open-End Zero-Turn Mower

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 188948

Solicitation Description : Addendum No.01 DNR 52" Open-End Zero-Turn Mower

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-10-13 13:30:00	SR 0310 ESR10081600000001529	1

VENDOR
000000177068 BRIDGEPORT EQUIPMENT & TOOL BET LTD

Solicitation Number: CRFQ 0310 DNR1700000008

Total Bid : \$22,647.00 **Response Date:** 2016-10-08 **Response Time:** 11:22:08

Comments:

FOR INFORMATION CONTACT THE BUYER
 Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@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	Zero Turn Riding Lawn Mower	3.00000	EA	\$7,549.000000	\$22,647.00

Comm Code	Manufacturer	Specification	Model #
27112014			

Extended Description :	Gravelly Model 992277 or Equal
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Comments: BIDDING JOHN DEERE Z950M WITH 60 INCH MID MOWER.



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: 188948

Doc Description: DNR Fisheries Mgt.52" Open-End Zero-Turn Mowers

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-15	2016-10-13 13:30:00	CRFQ 0310 DNR1700000008	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

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X *Ronald A. Gardner* FEIN # 34-1800484 DATE 10/08/2016
 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 (WVDNR) Fish Hatchery System to establish an Open-End contract for the purchase of zero turn riding lawn mowers with a fifty-two (52) inch mowing deck per the specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Zero Turn Riding Lawn Mower	3.00000	EA	\$7549.00	\$22647.00

Comm Code	Manufacturer	Specification	Model #
27112014	JOHN DEERE	AS PER SPECIFICATION	Z950M

Extended Description :

Open end contract to purchase zero turn riding lawn mowers for DNR Fisheries Management-Hatcheries.

DNR1700000008	Document Phase Final	Document Description DNR Fisheries Mgt.52" Open-End Zero-Turn Mowers	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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: 188948

Doc Description: Addendum No.01 DNR 52" Open-End Zero-Turn Mower

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-27	2016-10-13 13:30:00	CRFQ 0310 DNR1700000008	2

BID RECEIVING LOCATION

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

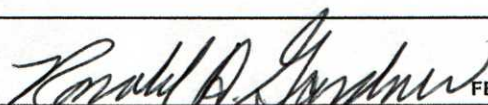
VENDOR

Vendor Name, Address and Telephone Number:

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

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X  FEIN # 34-1800484 DATE 10/08/2016

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to publish and distribute the attached information to the Vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources (WVDNR) Fish Hatchery System to establish an Open-End contract for the purchase of zero turn riding lawn mowers with a fifty-two (52) inch mowing deck per the specifications and terms and conditions as attached hereto.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Zero Turn Riding Lawn Mower	3.00000	EA	\$7549.00	\$22647.00

Comm Code	Manufacturer	Specification	Model #
27112014	JOHN DEERE	AS PER SPECIFICATION	Z950M

Extended Description :
Gravely Model 992277 or Equal

SOLICITATION NUMBER: CRFQ 0310 DNR1700000008

Addendum Number: No.01

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:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To publish and distribute corrected Exhibit A Pricing sheet as attached with updated model being referenced.

No other Changes.

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

Exhibit "A "Pricing Page

West Virginia Division of Natural Resources Wildlife Resources' Fisheries Management
Open-End Contract for Zero-Turn Lawnmowers

Section	Description	Year, Make and Model	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
3.1.1	Zero Turn Riding Lawn Mower, Gravely <u>Model 992277</u> or Equal (Must include Shipping Costs)	2016 - JOHN DEERE - Z950M WITH 60 INCH MOWER DECK	EACH	3	\$7549.00	\$22647.00

TOTAL BID AMOUNT: \$22647.00

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0310 DNR1700000008

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

Ronald A. Gardner

Authorized Signature

10/08/2016

Date

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

Revised 6/8/2012

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)
 10/08/2016

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

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources- Wildlife Resources' Fisheries Management
Open-End Contract for Zero Turn Riding Lawn Mowers

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources (WVDNR) Fish Hatchery System to establish an Open-End contract for the purchase of zero turn riding lawn mowers with a fifty-two (52) inch mowing deck.

PLEASE NOTE: The cost for shipping must be included as a part of the Total Bid Amount. Delivery will be to various locations throughout West Virginia as noted in Item 6 of this Solicitation.

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 the zero turn riding lawn mower as more fully described by these specifications.

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 **“Integrated pumping system”** means built-in fluid reservoir and filter system transmission

2.5 **“Wheel motor transmission”** means wheels are mounted directly on the shaft of the transmission

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 **Zero Turn Riding Lawn Mower, Gravely, Model 992277, or Equal.**

3.1.1.1 Must have a minimum fifty-two (52) inch mowing deck with a minimum of three (3) cutting blades.

REQUEST FOR QUOTATION**West Virginia Division of Natural Resources- Wildlife Resources' Fisheries Management
Open-End Contract for Zero Turn Riding Lawn Mowers**

- 3.1.1.2 Must have three (3) cast iron spindles with ball bearings and electric clutch deck engagement.
- 3.1.1.3 Must have a hydrostatic transmission with and integrated pumping system and wheel motor transmission.
- 3.1.1.3 Must have a minimum twenty-seven (27) horsepower air cooled engine
- 3.1.1.4 Must have adjustable cutting heights with a minimum cutting height of one (1.0) inches.
- 3.1.1.5 Deck must be fabricated and welded with a minimum of seven (7) gauge steel with a 0.25 inch minimum spindle reinforcement.
- 3.1.1.6 Front tires must be smooth without tread. Rear tire must have radial turf tread.
- 3.1.1.7 Must have a minimum, twelve (12) gallon fuel capacity.
- 3.1.1.8 Must have a minimum ground speed of ten (10) miles per hour in forward gear and five (5) miles per hour in reverse.
- 3.1.1.9 Must include in the Total Bid Amount, a minimum two (2) year manufactures warranty. Vendor should submit a copy of the product warranty with their submitted bid response. This information will be required before contract award.
- 3.1.1.10 **Pre-Delivery:** Prior to delivery, each piece of equipment must be completely serviced in accordance with Manufacturers' Dealer "make ready" preparation and in accordance with these specifications and the manufactures recommendations. Owner's manuals must be delivered with the equipment.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources- Wildlife Resources' Fisheries Management
Open-End Contract for Zero Turn Riding Lawn Mowers

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 TOTAL BID AMOUNT as shown on the Pricing Page.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by completing the attached pricing page. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. The Pricing Pages contain a list of the Contract Items and estimated 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. Items listed are estimates only and will be used for bid evaluation purposes only. Actual quantities may be more or less.

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 may download from the wvOASIS Vendor Self-Serve website.

Vendor should type or electronically enter the information into the Exhibit A Pricing Page to prevent errors in the evaluation.

- 4.2.1** If the Vendor is submitting an Equivalent Brand this information including Model Number must be submitted with their bid submission using Exhibit "A" Pricing Page. Any product brochures to support vendor's product should be submitted with vendor's submitted bid response. This information may be required before award of contract.
- 4.2.2** 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 including Brand, Model and Year equipment being bid 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.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources- Wildlife Resources' Fisheries Management
Open-End Contract for Zero Turn Riding Lawn Mowers

5. ORDERING AND PAYMENT:

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

Grove State Fish Hatchery

Rt. 1, Box 124,
Gallipolis Ferry, WV
(304) 576-2512

Bowden State Fish Hatchery

Rt. 1 Box 80
Elkins, WV
(304) 637-0238

Edray State Fish Hatchery

le 753 Woodrow Road
Marlinton, WV
(304) 799-6461

Palestine State Fish Hatchery

Route 1 Box 128
Elizabeth, WV

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources- Wildlife Resources' Fisheries Management
Open-End Contract for Zero Turn Riding Lawn Mowers

(304) 275-4426

Ridge State Fish Hatchery
12051 Valley Road
Berkeley Springs, WV
(304) 258-1713

Reeds Creek State Fish Hatchery
41 Hatchery Lane
Franklin, WV
(304) 358-2595

Spring Run State Fish Hatchery
1988 Spring Run Road #1
Petersburg, WV
(304) 898-3221

Tate Lohr State Fish Hatchery
4065 Pigeon Creek Road
Princeton, WV (304)-898-3221

- 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.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources- Wildlife Resources' Fisheries Management
Open-End Contract for Zero Turn Riding Lawn Mowers

- 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 thirty (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 returned items.

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.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources- Wildlife Resources' Fisheries Management
Open-End Contract for Zero Turn Riding Lawn Mowers

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.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items 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

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: RONALD A. GARDNER

Telephone Number: 304-659-2917

Fax Number: 304-659-3276

Email Address: rgardner@bridgeportequip.com

WV-10
Approved / Revised
12/16/15

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;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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) rescind the contract or purchase order; 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.

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: 10/08/2016

Signed: 
Title: SALES

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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: 10/08/2016

State of WV

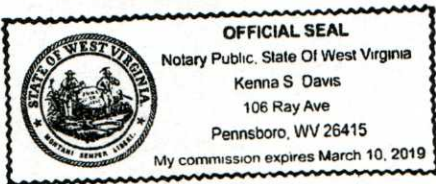
County of Ritchie, to-wit:

Taken, subscribed, and sworn to before me this 8 day of Oct, 2016.

My Commission expires March 10, 2019.

AFFIX SEAL HERE

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





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: 188948

Doc Description: DNR Fisheries Mgt.52" Open-End Zero-Turn Mowers

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-15	2016-10-13 13:30:00	CRFQ 0310 DNR1700000008	1

BID RECEIVING LOCATION

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

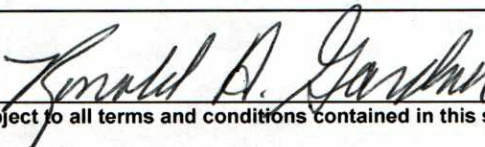
VENDOR

Vendor Name, Address and Telephone Number:

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

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X  FEIN # 34-1800484 DATE 10/08/2016
 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 (WVDNR) Fish Hatchery System to establish an Open-End contract for the purchase of zero turn riding lawn mowers with a fifty-two (52) inch mowing deck per the specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Zero Turn Riding Lawn Mower	3.00000	EA	\$7549.00	\$22647.00

Comm Code	Manufacturer	Specification	Model #
27112014	JOHN DEERE	AS PER SPECIFICATION	Z950M

Extended Description :

Open end contract to purchase zero turn riding lawn mowers for DNR Fisheries Management-Hatcheries.

DNR1700000008	Document Phase Final	Document Description DNR Fisheries Mgt.52" Open-End Zero-Turn Mowers	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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: 188948

Doc Description: Addendum No.01 DNR 52" Open-End Zero-Turn Mower

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-27	2016-10-13 13:30:00	CRFQ 0310 DNR1700000008	2

BID RECEIVING LOCATION

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

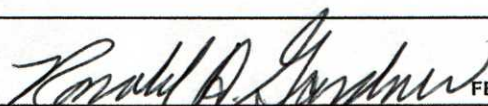
VENDOR

Vendor Name, Address and Telephone Number:

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

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X  FEIN # 34-1800484 DATE 10/08/2016

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to publish and distribute the attached information to the Vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources (WVDNR) Fish Hatchery System to establish an Open-End contract for the purchase of zero turn riding lawn mowers with a fifty-two (52) inch mowing deck per the specifications and terms and conditions as attached hereto.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Zero Turn Riding Lawn Mower	3.00000	EA	\$7549.00	\$22647.00

Comm Code	Manufacturer	Specification	Model #
27112014	JOHN DEERE	AS PER SPECIFICATION	Z950M

Extended Description :
Gravely Model 992277 or Equal

SOLICITATION NUMBER: CRFQ 0310 DNR1700000008

Addendum Number: No.01

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:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To publish and distribute corrected Exhibit A Pricing sheet as attached with updated model being referenced.

No other Changes.

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

Exhibit "A "Pricing Page

West Virginia Division of Natural Resources Wildlife Resources' Fisheries Management
Open-End Contract for Zero-Turn Lawnmowers

Section	Description	Year, Make and Model	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
3.1.1	Zero Turn Riding Lawn Mower, Gravely <u>Model 992277</u> or Equal (Must include Shipping Costs)	2016 - JOHN DEERE - Z950M WITH 60 INCH MOWER DECK	EACH	3	\$7549.00	\$22647.00

TOTAL BID AMOUNT: \$22647.00

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0310 DNR1700000008

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

Ronald A. Gardner

Authorized Signature

10/08/2016

Date

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

Revised 6/8/2012

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)

10/08/2016

(Date)

304-659-2917 304-659-3276

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources- Wildlife Resources' Fisheries Management
Open-End Contract for Zero Turn Riding Lawn Mowers

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources (WVDNR) Fish Hatchery System to establish an Open-End contract for the purchase of zero turn riding lawn mowers with a fifty-two (52) inch mowing deck.

PLEASE NOTE: The cost for shipping must be included as a part of the Total Bid Amount. Delivery will be to various locations throughout West Virginia as noted in Item 6 of this Solicitation.

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 the zero turn riding lawn mower as more fully described by these specifications.

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 **"Integrated pumping system"** means built-in fluid reservoir and filter system transmission

2.5 **"Wheel motor transmission"** means wheels are mounted directly on the shaft of the transmission

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 **Zero Turn Riding Lawn Mower, Gravely, Model 992277, or Equal.**

3.1.1.1 Must have a minimum fifty-two (52) inch mowing deck with a minimum of three (3) cutting blades.

REQUEST FOR QUOTATION**West Virginia Division of Natural Resources- Wildlife Resources' Fisheries Management
Open-End Contract for Zero Turn Riding Lawn Mowers**

- 3.1.1.2 Must have three (3) cast iron spindles with ball bearings and electric clutch deck engagement.
- 3.1.1.3 Must have a hydrostatic transmission with and integrated pumping system and wheel motor transmission.
- 3.1.1.3 Must have a minimum twenty-seven (27) horsepower air cooled engine
- 3.1.1.4 Must have adjustable cutting heights with a minimum cutting height of one (1.0) inches.
- 3.1.1.5 Deck must be fabricated and welded with a minimum of seven (7) gauge steel with a 0.25 inch minimum spindle reinforcement.
- 3.1.1.6 Front tires must be smooth without tread. Rear tire must have radial turf tread.
- 3.1.1.7 Must have a minimum, twelve (12) gallon fuel capacity.
- 3.1.1.8 Must have a minimum ground speed of ten (10) miles per hour in forward gear and five (5) miles per hour in reverse.
- 3.1.1.9 Must include in the Total Bid Amount, a minimum two (2) year manufactures warranty. Vendor should submit a copy of the product warranty with their submitted bid response. This information will be required before contract award.
- 3.1.1.10 **Pre-Delivery:** Prior to delivery, each piece of equipment must be completely serviced in accordance with Manufacturers' Dealer "make ready" preparation and in accordance with these specifications and the manufactures recommendations. Owner's manuals must be delivered with the equipment.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources- Wildlife Resources' Fisheries Management
Open-End Contract for Zero Turn Riding Lawn Mowers

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 TOTAL BID AMOUNT as shown on the Pricing Page.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by completing the attached pricing page. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. The Pricing Pages contain a list of the Contract Items and estimated 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. Items listed are estimates only and will be used for bid evaluation purposes only. Actual quantities may be more or less.

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 may download from the wvOASIS Vendor Self-Serve website.

Vendor should type or electronically enter the information into the Exhibit A Pricing Page to prevent errors in the evaluation.

- 4.2.1** If the Vendor is submitting an Equivalent Brand this information including Model Number must be submitted with their bid submission using Exhibit "A" Pricing Page. Any product brochures to support vendor's product should be submitted with vendor's submitted bid response. This information may be required before award of contract.
- 4.2.2** 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 including Brand, Model and Year equipment being bid 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.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources- Wildlife Resources' Fisheries Management
Open-End Contract for Zero Turn Riding Lawn Mowers

5. ORDERING AND PAYMENT:

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

Grove State Fish Hatchery

Rt. 1, Box 124,
Gallipolis Ferry, WV
(304) 576-2512

Bowden State Fish Hatchery

Rt. 1 Box 80
Elkins, WV
(304) 637-0238

Edray State Fish Hatchery

le 753 Woodrow Road
Marlinton, WV
(304) 799-6461

Palestine State Fish Hatchery

Route 1 Box 128
Elizabeth, WV

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources- Wildlife Resources' Fisheries Management
Open-End Contract for Zero Turn Riding Lawn Mowers

(304) 275-4426

Ridge State Fish Hatchery
12051 Valley Road
Berkeley Springs, WV
(304) 258-1713

Reeds Creek State Fish Hatchery
41 Hatchery Lane
Franklin, WV
(304) 358-2595

Spring Run State Fish Hatchery
1988 Spring Run Road #1
Petersburg, WV
(304) 898-3221

Tate Lohr State Fish Hatchery
4065 Pigeon Creek Road
Princeton, WV (304)-898-3221

- 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.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources- Wildlife Resources' Fisheries Management
Open-End Contract for Zero Turn Riding Lawn Mowers

- 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 thirty (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 returned items.

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.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources- Wildlife Resources' Fisheries Management
Open-End Contract for Zero Turn Riding Lawn Mowers

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.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items 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

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: RONALD A. GARDNER

Telephone Number: 304-659-2917

Fax Number: 304-659-3276

Email Address: rgardner@bridgeportequip.com

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.

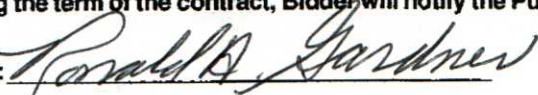
1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a partnership, association or corporation resident 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;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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) rescind the contract or purchase order; 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.

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: 10/08/2016

Signed: 
Title: SALES

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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: 10/08/2016

State of WV

County of Ritchie, to-wit:

Taken, subscribed, and sworn to before me this 8 day of Oct, 2016.

My Commission expires March 10, 2019.

AFFIX SEAL HERE

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

