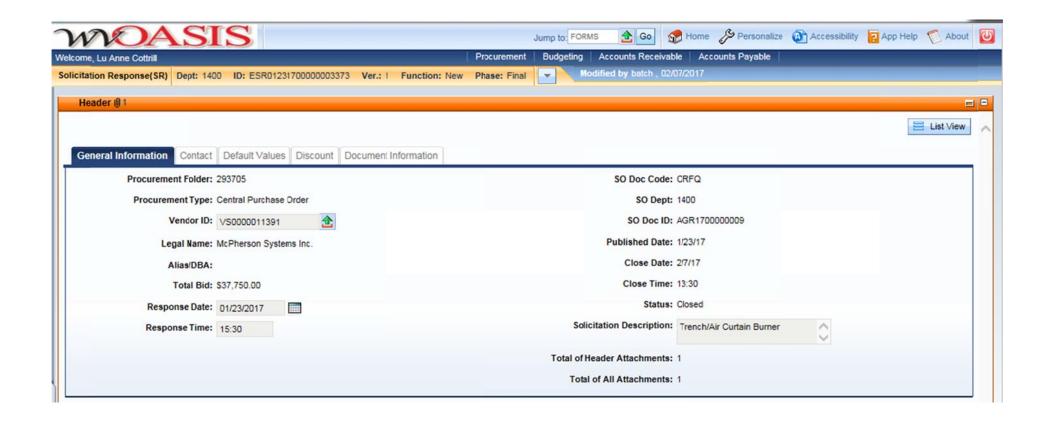


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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.





State of West Virginia Solicitation Response

Proc Folder: 293705

Solicitation Description: Trench/Air Curtain Burner

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-02-07	SR 1400 ESR01231700000003373	1
	13:30:00		

VENDOR

VS0000011391

McPherson Systems Inc.

Solicitation Number: CRFQ 1400 AGR1700000009

Total Bid : \$37,750.00 **Response Date**: 2017-01-23 **Response Time**: 15:30:38

Comments:

FOR INFORMATION CONTACT THE BUYER

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

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Trench/Air Curtain Burner	1.00000	EA	\$35,800.000000	\$35,800.00

Comm Code	Manufacturer	Specification	Model #	
41102401				
Extended Descrip	otion: Trench/Air Curtain	Burner per attached specifications	6	

Comments: See attached pdf file.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Freight	1.00000	EA	\$1,950.000000	\$1,950.00

Comm Code	Manufacturer	Specification	Model #	
78121603				
Extended Descrip	otion: Freight			

Comments: See attached pdf file.



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

State of West Virginia Request for Quotation

01 - Agricultural

Proc	Fo	Ider.	2937	OF

Doc Description: Trench/Air Curtain Burner

Proc Type: Central Purchase Order

Date Issued Solicitation Closes Solicitation No Version 2017-01-23 2017-02-07 CRFQ 1400 AGR1700000009 13:30:00

BID	RE	CEIV	ING	LOC	ATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

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Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Linda Harper (304) 558-0468

linda.b.harper@wv.gov

Signature X

FEIN#

58-1631110

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

Page: 1

Contract Administrator and the initial point of contact for matters relating to this Contract. Tory MMe President
(Name, Title) Tony McPherson, President
(Printed Name and Title)3706 US Hwy 82 West, Tifton, GA 31793
(Address) (229) 386-2367 office - (229) 387-0132 fax
(Phone Number) / (Fax Number)mcsales@mcphersys.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 understant 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 execut 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. McPherson Systems Inc.
(Company) Tony Moller Prender of
(Authorized Signature) (Representative Name, Title)
Tony McPherson, President
(Printed Name and Title of Authorized Representative)
01/23/2017
(Date)
(229) 386-2367 office, (229) 387-0132 fax
(Phone Number) (Fax Number)

		Exhibit A - Pricing Pa	age			
Item Number	Description	Manufacturer and Part # of Product Bid	Unit of Measure	Qty	Unite Price	Extended Price
1	Trench/Air Curtain Burner with 30 foot manifold. (See other specifications in Request for Quotation)	McPherson M30F	EA	1	\$ 35,800.00	\$ 35,800.00 _
2	Freight		EA	1	\$ 1,950.00	\$ 1,950.00 -
,					Total Bid Amount	\$ 37,750.00 -
Bidder/Vend	dor Information >>>>>	> Failure to use this form may re-	sult in disqual	lification	s <<<<<	
Name:	McPherson Systems Inc.					
Address:	3706 US Hwy 82 West					
	Tifton, GA 31793					

Phone:	229-386-2367 office					
Email Address:	mcsales@mcphersys.com					
Authorized Signature	Tony Mc/C					

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WV Conservation Agency to establish a contract for the one time purchase of a trench burner.
- 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, Trench/Air Curtain On-site Waste Burning System, as more fully described by these specifications.
 - 2.2 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 Trench/Air Curtain Burner

Clarification- see note below

- → 3.1.1.1 Trench/Air Curtain Burner must be trailer mounted for over-the-road transportability.
 - 3.1.1.2 Trench/Air Curtain Burner, must have Tier 3 diesel engine.
 - 3.1.1.3 Trench/Air Curtain Burner must have a minimum 30-foot aircurtain manifold.
 - 3.1.1.4 Trench/Air Curtain Burner must have instrument panel to monitor oil pressure, water temperature, tachometer (engine revolutions per minute).

As air curtain destructors are considered an off-road piece of equipment, the unit will not be furnished with a Statement of Origin for a title or a 17 digit VIN.

3.1.1.5 Trench/Air Curtain Burner must have automatic emergency shut down safety feature in the event that the engine overheats or loses oil pressure.

Clarification- unit ships with two removable stop, turn taillights.

- → 3.1.1.6 Trench/Air Curtain Burner must have full trailer lighting for overthe-road transport.
 - 3.1.1.7 Trench/Air Curtain Burner must have minimum 1-year bumper to bumper warranty for defects in workmanship and materials from date of shipment from vendor.
 - 3.1.1.8 Trench/Air Curtain Burner must come with one-time, on-site vendor training which includes hands-on use of the burner including an actual trench burn.

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 reviewing the Exhibit A Pricing Page attached to the solicitation and entering the Unit Price, Extended Price, Grand Total, Bidder/Vendor Information, Name, Address, Phone Number, Email Address, and Authorized signature. Vendor should complete the Exhibit A Pricing Page in full as failure to complete the Exhibit A 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.

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 45 days after receiving a purchase order. Contract Items must be delivered to WV Conservation Agency at 255 Gus R. Douglass Lane, Charleston, WV 25312.
- 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.

- 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.