

Solicitation Response(SR) Dept: 0310 ID: ESR0312200000005239 Ver.: 1 Function: New Phase: Final

Modified by batch , 03/12/2020

Header 1



General Information Contact Default Values Discount Document Information

Procurement Folder:
692334

Procurement Type:
Agency Master Agreement

Vendor ID:
000000177068

Legal Name:
BRIDGEPORT EQUIPMENT & TOOL

Alias/DBA:
BET LTD

Total Bid:
\$110,337.00

Response Date:
03/12/2020

Response Time:
12:59

SO Doc Code:
ARFQ

SO Dept:
0310

SO Doc ID:
DNR2000000035

Published Date:
3/9/20

Close Date:
3/12/20

Close Time:
13:30

Status:
Closed

Solicitation Description:
Addendum No.1 Wildlife Open-
End Contract for UTV/ATV

Total of Header Attachments:
1

Total of All Attachments:
1

DISQUALIFIED
Did Not Bid All Items

Solicitation Response(SR) Dept: 0310 ID: ESR0312200000005239 Ver.: 1 Function: New Phase: Final

Modified by batch , 03/12/2020

Commodity		Total Lines: 3		Line: 3		Commodity: 25101905		Total Price: \$0.00	
Line	Commodity	CL Description	Total Price	Award Date	Requested Contract Amount	Contract Amount			
1	25101905	All -Terrain Vehicle (ATV)	\$7,659.00						
2	25101905	Utility Task Vehicle (UTV)	\$102,678.00						
3	25101905	Side By Side Utility Task Vehicle	\$0.00						
From 1 to 3 Total: 3									

General Information Commodity Information Specification Shipping and Handling

<p>CL Description: Side By Side Utility Task Vehicle</p> <p>Commodity: 25101905 All terrain vehicles tracked or wheeled</p> <p>Commodity Specifications:</p> <p>Line Type: Item</p> <p>Total Price: \$0.00</p> <p>Response Type: Bid</p> <p>Comments: NO BID. HAVE NO UNITS TO MEET SPECS.</p>	<p>Alternate Specs Submitted:</p> <input type="checkbox"/>
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**State of West Virginia
Request For Quotation
Vehicles**

Procurement Folder : 692334

Document Description : Wildlife Resources-Open-End Contract for UTV's and ATV's

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No		Version	Phase
2020-02-24	2020-03-12 13:30:00	ARFQ	0310 DNR2000000035	1	Final

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON US	Vendor Name, Address and Telephone BRIDGEPORT EQUIPMENT AND TOOL 1504 OAKHURST DRIVE CHARLESTON, WV 304-659-2917
WW 25303-1228	

FOR INFORMATION CONTACT THE

James H Adkins
(304) 558-3397
jamie.h.adkins@wv.gov

Signature X

Ronald A. Gardner FEIN #

34-1800484

DATE 3/12/2020

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

ADDITIONAL INFORMATION:

The West Virginia Division of Natural Resources is soliciting bids on behalf of the Wildlife Resources Section to establish an open-end contract for utility terrain vehicles and all terrain vehicles.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	All -Terrain Vehicle (ATV)	1.00000	EA	\$7,659.00	\$7,659.00

Commodity Code	Manufacturer	Model #	Specification
25101905	HONDA	HONDA FOREMAN	AS PER SPECIFICATION

Extended Description

All-Terrain Vehicle (ATV)

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2	Utility Task Vehicle (UTV)	6.00000	EA	\$17,113.00	\$102,678.00

Commodity Code	Manufacturer	Model #	Specification
25101905	HONDA	HONDA 700 PIONEER DELUXE	AS PER SPECIFICATION

Extended Description

Utility Task Vehicle (UTV)

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
3	Side By Side Utility Task Vehicle	1.00000	EA	NO BID	NO BID

Commodity Code	Manufacturer	Model #	Specification
25101905			

Extended Description
 Side By Side Utility Task Vehicle

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical Question Deadline at 9:00 a.m. EST	2020-03-03

DNR2000000035	Document Phase Final	Document Description Wildlife Resources-Open-End Contract for UTV's and ATV's	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



**State of West Virginia
Request For Quotation
Vehicles**

Procurement Folder : 692334

Document Description : Addendum No.1 Wildlife Open-End Contract for UTV/ATV

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No		Version	Phase
2020-03-09	2020-03-12 13:30:00	ARFQ	0310 DNR2000000035	2	Final

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON US	Vendor Name, Address and Telephone BRIDGEPORT EQUIPMENT AND TOOL 1504 OAKHURST DRIVE CHARLESTON, WV 25314 304-659-2917
WV 25303-1228	

FOR INFORMATION CONTACT THE
 James H Adkins
 (304) 558-3397
 jamie.h.adkins@wv.gov

Signature X *Ronald A. Gardner* FEIN # 34-1800484 DATE 3/12/2020

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

ADDITIONAL INFORMATION:

Addendum No.1 is issued to publish and distribute the attached information to the Vendor Community.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	All -Terrain Vehicle (ATV)	1.00000	EA	\$7,659.00	\$7,659.00

Commodity Code	Manufacturer	Model #	Specification
25101905	HONDA	HONDA FOREMAN	PER SPECIFICATIONS

Extended Description
All-Terrain Vehicle (ATV)

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2	Utility Task Vehicle (UTV)	6.00000	EA	\$17,133.00	\$102,678.00

Commodity Code	Manufacturer	Model #	Specification
25101905	HONDA	HONDA PIONEER DELUXE	AS PER SPECIFICATION

Extended Description
Utility Task Vehicle (UTV)

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
3	Side By Side Utility Task Vehicle	1.00000	EA	NO BID	NO BID

Commodity Code	Manufacturer	Model #	Specification
25101905			

Extended Description
Side By Side Utility Task Vehicle

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical Question Deadline at 9:00 a.m. EST	2020-03-03

DNR2000000035	Document Phase Final	Document Description Addendum No.1 Wildlife Open-End Contract for UTV/ATV	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR20*35

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

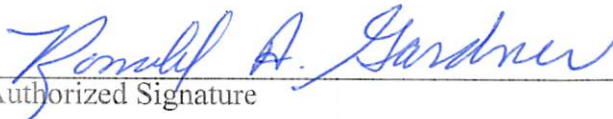
(Check the box next to each addendum received)

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

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

BRIDGEPORT EQUIPMENT AND TOOL

Company


Authorized Signature

3/12/2020

Date

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

SOLICITATION NAME: Open-End Wildlife Resources ATV/UTV Side by Side
SOLICITATION NO: ARFQ DNR20*35
ADDENDUM NO: No. 01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Addendum issued to publish Vendor technical questions and Agency answers

No further 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

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources Section
Open Ended Contract for ATV's/UTV's
ARFQ DNR20*35 • Technical Questions

Q1: 3.1.3 Side by Side Utility Vehicle.
3.1.3.2.3 Must have front and rear hydraulic drum brakes.
Will front and rear hydraulic Disc Brakes be acceptable?

A1: Disc brakes acceptable

Q2: 3.1.3 Side by Side Utility Vehicle.
3.1.3.2.7 Must have a steel cargo bed minimum dimensions 40x51x11.
Will you accept a poly constructed cargo box 36.75x54.2x12.5?

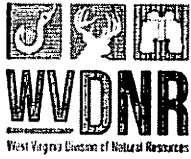
A2: No, must have steel bed

Exhibit "A" Pricing Page

West Virginia Division of Natural Resources-Wildlife Resources Section
Open-End Contract for All Terrain Vehicles and Utility Terrain Vehicles

Section	Description	Make and Model	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
3.1.1	2020 model year or newer: All-terrain vehicle, Honda FourTrax Foreman or equal	2020 HONDA FOREMAN	Each	1	7,659.00	\$7,659.00
3.1.2	2020 model year or newer: Utility Task Vehicle, Honda Pioneer 700 or equal.	2020 HONDA PIONEER 700 DELUXE	Each	6	17,113.00	\$102,678.00
3.1.3	2020 model or newer side by side utility vehicle	NO BID	Each	1	\$0.00	\$0.00
TOTAL BID AMOUNT (INCLUDES SHIPPING CHARGES)						\$110,337.00

If Bidding an or Equal Product, Vendor must identify Make and Model at time of submitting Bid Response. Vendor should provide Product Brochure(s) indicating within the specifications that are equal. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only.



West Virginia Division of Natural Resources

INSTRUCTIONS TO VENDORS
&
AGENCY TERMS AND CONDITIONS

INSTRUCTIONS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of a Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY** pre-bid meeting will be held at the following place and time:

A **MANDATORY** pre-bid meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's e-mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five (5) business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Property and Procurement Office. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Tuesday March 3, 2020 at 9:00am EST

Submit Questions to: West Virginia Division of Natural Resources
Property and Procurement Office
Attention: Jamie Adkins
South Charleston, WV 25303
Fax: (304) 558-2165
Email: jamie.h.adkins@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Property and Procurement Office is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

West Virginia Division of Natural Resources
Property and Procurement Office
324 4th Avenue
South Charleston, WV 25303

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the West Virginia Division of Natural Resources.:

SEALED BID:

BUYER: Jamie Adkins

SOLICITATION NUMBER: ARFQ DNR20*35

BID CLOSING DATE: Thursday March 12, 2020

BIDCLOSING TIME: 1:30 pm EST

FAX NUMBER: 304-558-2165

The Property and Procurement Office may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Agency Request for Proposal ("ARFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Property and Procurement Office at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:

Technical

Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Property and Procurement Office time clock (in the case of hand delivery).

Bid Opening Date and Time: March 12, 2020 at 1:30pm EST

Bid Opening Location:
West Virginia Division of Natural Resources
Property and Procurement Office
324 4th Avenue
South Charleston, WV 25303

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This solicitation is based upon a standardized commodity established under W. Va. Code §5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or

modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §6.6. communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code §5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with the W. Va. Code §5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at : <http://www.state.wv.us/admin/purchase/vrc/Venpref/pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Property and Procurement Office with its bid, and must be properly certified under W. Va. Code R. § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. Code R. § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

20. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1. f. and §6.4. b.

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET(S), OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

AGENCY TERMS & CONDITIONS

1. **CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Chief Procurement Officer, or his or her designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

- a. **"Agency"** means the West Virginia Division of Natural Resources.
- b. **"Bid"** or **"Proposal"** means a vendor's submitted response to a solicitation.
- c. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- d. **"Chief Procurement Officer"** means the Chief Procurement Officer of the West Virginia Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.
- e. **"Property and Procurement Office"** means the unit within the West Virginia Division of Natural Resources' Administration Section headed by the Chief Procurement Officer and its personnel.
- f. **"Director of the Purchasing Division"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- g. **"Award Document"** means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General that identifies the Vendor as the contract holder.
- h. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.
- i. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- j. **"Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

- k. **“Will”, “Shall” and “Must”** identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General’s office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of month available in all renewal years combined. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on Section delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Property and Procurement Office and Attorney General’s office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one (1) year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event, will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open-End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Property and Procurement Office and Attorney General's office.

6. EMERGENCY PURCHASES: The Chief Procurement Officer may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Chief Procurement Officer, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the Contract value. The performance bond must be received by the Property and Procurement Office prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Property and Procurement Office prior to Contract award.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Property and Procurement Office prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Property and Procurement Office.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a check mark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancellation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of \$500,000.00

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third-Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Other _____

Notwithstanding anything contained in this section to the contrary, the Chief Procurement Officer reserves the right to waive the requirement that the Agency be named as an additional insured on one or more of the Vendor's insurance policies if the Chief Procurement Officer finds that doing so is in the best interest of the Agency.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods or through the state designated credit cards.)

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the

solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Chief Procurement Officer reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Property and Procurement Office and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or

remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Property and Procurement Office, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under the provision must occur prior to performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the

Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or to a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the State or a political subdivision of the State.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned, Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or

steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.


All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid, or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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 @%#!\$
(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)
3/12/2020
(Date)
304-659-2917 304-659-3276
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
WV Division of Natural Resources – Wildlife Resources Section
Open Ended Contract for ATV's/UTV's

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of Wildlife Resources to establish an open-end contract for ATV's and UTV's.

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 **"2WD"** means 2-wheel drive.

 - 2.2 **"4WD"** means 4-wheel drive.

 - 2.3 **"ASAE"** means American Society of Automotive Engineers.

 - 2.4 **"ATV"** means All-Terrain Vehicle.

 - 2.5 **"cc"** means cubic centimeters.

 - 2.6 **"Contract Item"** or **"Contract Items"** means the list of items identified in Agency 3.1 below and on the Pricing Pages.

 - 2.7 **"DC"** means direct current.

 - 2.8 **"KFI"** means Kappers Fabricating, Incorporated.

 - 2.9 **"lb."** means pound.

 - 2.10 **"LxWxH"** means length by weight by height.

 - 2.11 **"OHV"** means off highway vehicle.

 - 2.12 **"PTO"** means power take off.

 - 2.13 **"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.

 - 2.14 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Natural Resources.

309-543-8685

REQUEST FOR QUOTATION
WV Division of Natural Resources – Wildlife Resources Section
Open Ended Contract for ATV's/UTV's

2.15 “UTV” means Utility Vehicle.

2.16 “V” means volt. ,

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 4WD all-terrain vehicle with the following specifications: Must be 2020 model year or newer, Honda FourTrax Foreman or equal.

3.1.1.1 Must be 4X4 and have 2WD/4WD selectability with limited slip front differential.

3.1.1.2 Must have minimum 500cc single cylinder and four-stroke engine with fuel injection.

3.1.1.3 Must have a five-speed transmission with automatic clutch and reverse.

3.1.1.4 Must have independent front suspension.

3.1.1.5 Must have skid plates and bumper guard.

3.1.1.6 Must have minimum 7.5” ground clearance.

3.1.1.7 Must have twin fender-mounted headlights with minimum 30-watt lights and combination stop/taillight.

3.1.1.8 Must have a 12-volt automotive-style electrical outlet.

3.1.1.9 Must have as minimum an instrument display that includes the following: speedometer, odometer, trip

REQUEST FOR QUOTATION
WV Division of Natural Resources – Wildlife Resources Section
Open Ended Contract for ATV's/UTV's

odometer, and neutral, reverse, and oil temperature indicator lights.

3.1.1.10 Must have a minimum of a 3.5-gallon fuel tank.

3.1.1.11 Must have as a minimum all terrain tires, front dimensions of 25x8-12 and rear dimensions of 25x10-12.

3.1.1.12 Must be fully assembled and come with a KFI (or equal) 2,500-pound winch with roller fairlead spooled with 50' of 3/16-inch synthetic rope installed.

3.1.2 4WD Utility Task Vehicle (side by side) with the following specifications: All items must be 2020 model year or newer. Honda Pioneer 700 Deluxe or equal.

3.1.2.1 Must have a minimum of 675-cc liquid-cooled OHV single-cylinder four-stroke or greater gasoline engine or larger.

3.1.2.2 Must have a fuel injected engine.

3.1.2.3 Must have automotive-style transmission with hydraulic torque converter, three forward gears and reverse.

3.1.2.4 Must have 2WD, 4WD and 4-wheel drive with differential lock.

3.1.2.5 Must have front and rear hydraulic disc brakes.

3.1.2.6 Must have as a minimum all terrain tires, front dimensions of 25 x 8-12 and rear dimensions of 25 x 10-12.

3.1.2.7 Must have at least 10.5" of ground clearance and come with skid plates.

3.1.2.8 Must have at least a 7.5-gallon gas tank.

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3.1.2.9 Must have 1,000 lb bed capacity or greater with dumping capabilities.

3.1.2.10 Must have a hard roof, fenders and minimally a removable polyethylene windshield installed. ✓

3.1.2.11 Must have easily removable hard side doors with sliding windows installed ✓

3.1.2.12 Must have a polyethylene back window installed. ✓

3.1.2.13 Must have a cab heater with adjustable vents and Minimally a 2-speed fan. ✓

3.1.2.14 Must have a 3,500 lb KFI winch or similar installed. ✓
Installed winch must have a roller Fairlead and be Spooled with at least 3/16 braided synthetic rope.

3.1.2.15 Must come fully assembled, and completely serviced in Accordance with Manufacturers Dealer “make ready” Preparation in accordance with these specifications.

3.1.3 Side by Side Utility Vehicle: Must be 2020 model or newer

3.1.3.1 Power Trane:

3.1.3.1.1 Must have a minimum of 600cc liquid cooled, four-stroke gasoline engine.

3.1.3.1.2 Must have continuously variable transmission with high and low range, forward and revers, 2WD/4WD.

3.1.3.1.3 Must have dual-mode differential with selectable 2WD/4WD.

3.1.3.1.4 Must have an electric ignition.

3.1.3.2 Capacity:

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- 3.1.3.2.1 Must have electric power assisted steering.
- 3.1.3.2.2 Must have a 2-inch hitch receiver with a minimum towing capacity of 1,200 lbs.
- 3.1.3.2.3 Must have front and rear hydraulic drum brakes.
- 3.1.3.2.4 Must have a minimum 6-inch ground clearance.
- 3.1.3.2.5 Must have a tilt bed.
- 3.1.3.2.6 Must have a minimum 6-gallon gas tank.
- 3.1.3.2.7 Must have a steel cargo bed with minimum dimensions 40 x 51 x 11 inches (LxWxH).
- 3.1.3.2.8 Must have a minimum cargo bed capacity of 800 lbs.
- 3.1.3.2.9 Must have minimum payload capacity of 1,300 lbs.

3.1.3.3 Instruments and Cab:

- 3.1.3.3.1 Must have a fuel gauge, clock hour meter, and parking brake indicator, horn, 12V DC outlet, coolant temperature warning light.
- 3.1.3.3.2 Must have full bench seat
- 3.1.3.3.3 Must have a full cab structure that includes hard top cab with windshield and doors.
- 3.1.3.3.4 Must have installed cab heater and fan.

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3.1.3.3.5 Must have installed windshield wiper kit.

3.1.3.4 Warranty:

3.1.3.4.1 Must include in the total bid amount a Minimum three (3) year warranty.

3.1.3.4.2 Pre-delivery: Prior to delivery each piece of equipment must be completely serviced in accordance with Manufacturers Dealer “make ready” preparation in accordance with these specifications and the manufacturer’s recommendation. Owner’s manual must be delivered with equipment.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by including price per line item that includes shipping and or delivery fees. 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.

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.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Jamie.H.Adkins@wv.gov.

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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 the Agency may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within forty-five (45) working days after orders are received. Vendor shall deliver emergency orders within fifteen (15) working day(s) after orders are received.

Contract Items must be delivered to agency at any of the following addresses:

Bear Rocks WMA
District 1 DNR Office
Farmington, WV (Marion County)

Frozen Camp WMA
District 6 DNR Office
Parkersburg, WV (Wood County)

Hughes River WMA
District 6 DNR Office
Parkersburg, WV (Wood County)

Coopers Rock WMA
District 1 DNR Office
Farmington, WV (Marion County)

Shenandoah WMA
District 2 DNR Office
Romney, WV (Hampshire County)

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Elk River WMA
District 3 DNR Office
French Creek, WV (Upshur County)

Chief Cornstalk WMA
District 5 DNR Office
Alum Creek, WV (Kanawha County)

Bowden Fish Hatchery
Elkins, WV (Randolph County)

- 6.2 Late Delivery:** The Section 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 Section seeking to obtain items from a third party under this provision must first obtain approval of the Chief Procurement Officer.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 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.

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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.

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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
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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

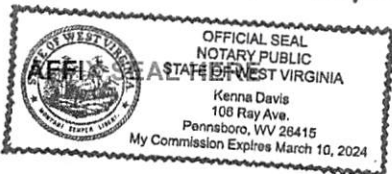
Authorized Signature: *Ronald A. Gardner* Date: 3/12/2020

State of WV

County of Ritchie, to-wit:

Taken, subscribed, and sworn to before me this 12 day of March, 2020.

My Commission expires March 10, 2024.



NOTARY PUBLIC _____

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, 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**,
 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.
8. **Application is made for reciprocal preference.**
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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

Signed: Ronald A. Gardner

Date: 3/12/2020

Title: _____

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

AFFIDAVIT

State of West Virginia

County of RITCHIE

I, Ronad A. Gardner, of Pennsboro, in Ritchie, West Virginia, MAKE OATH AND SAY THAT:

1. I, Ronald A. Gardner, Sales of Bridgeport Equipment and Tool, confirm that the attached list of employees is complete and accurate.

STATE OF WEST VIRGINIA

COUNTY OF RITCHIE

SUBSCRIBED AND SWORN TO BEFORE ME,

On the 6 day of January, 2020.



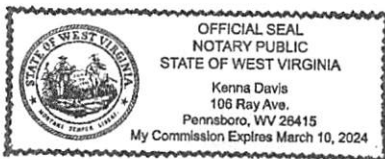
Signature

Ronald A. Gardner

Signature  (Seal)

NOTARY PUBLIC

My Commission expires: March 10, 2024



James R May
126 Starlight Rd
Alum Creek, WV 25003 USA

Derrick A Herron
5027 Clear Fork Rd
Artie, WV 25008 USA

Jackie D Adkins
1281 Po Box
Danville, WV 25053 USA

Charles J Jones
111 Roberts Rd
Dunbar, WV 25064 USA

Stephen R Jackson
40 Cheyenne Ln
Elkview, WV 25071 USA

David V Matthews
300 Hubbard Fork Rd
Foster, WV 25081 USA

Julie L Spence
50 Mount Etna Rd
Poca, WV 25159 USA

Billy R Anderson
11 Clotine St
Saint Albans, WV 25177 USA

James Young
18 Toney Dr
Saint Albans, WV 25177 USA

Joshua Ramsey
590 River Ln
Saint Albans, WV 25177 USA

Walter E Woods
917 Vine St
Saint Albans, WV 25177 USA

William J Faulkner
2315 Jefferson Ave
Saint Albans, WV 25177 USA

Kimberly J Blackburn
127 Woodland Frst
Winfield, WV 25213 USA

Brayden Campbell
2201 Beech Grove Rd
Cottageville, WV 25239 USA

Kyle N Thaxton
314 Penny Ln
Cottageville, WV 25239 USA

Michael A Lorenz
8825 Ripley Rd
Cottageville, WV 25239 USA

Tony G Eckelberry
243 Sugar Run-Lick Run
Cottageville, WV 25239 USA

John A Buchanan
110 Maple Dr
Evans, WV 25241 USA

Jeffrey W Ulrich
1501 Vicars Rdg
Gandeeville, WV 25243 USA

Kaegun B Jackson
246 Fayes Valley Rd
Given, WV 25245 USA

Allyson Davis
9 Jade Rd
Kenna, WV 25248 USA

William J Winnell
3918 Fisher Ridge Rd # 25248
Kenna, WV 25248 USA

Richard B Southall
9993 Point Pleasant Rd
Millwood, WV 25262 USA

Alyson M Hoff
13040 Point Pleasant Rd
Mount Alto, WV 25264 USA

Blake A Bergdorf
6805 Gay Rd
Ripley, WV 25271 USA

Blake G Ratliff
5240 Ravenswood Pike
Ripley, WV 25271 USA

Christopher A Groves
624 Church St N
Ripley, WV 25271 USA

Daniel L Batton
6548 Charleston Rd
Ripley, WV 25271 USA

Daniel L Cobb
716 Angel Ridge Rd
Ripley, WV 25271 USA

Jesse J Engle
315 7th St
Ripley, WV 25271 USA

Stephanie M Minor

147 Brandi Ln
Ripley, WV 25271 USA

Troy A Carpenter
181 Ridgeview Dr
Ripley, WV 25271 USA

Whitney H Harmon
5361 Crooked Run Rd
Ripley, WV 25271 USA

Adriana B Miller
293 Turkey Fork Rd
Sandyville, WV 25275 USA

Anna E Anderson
5430 Parkersburg Rd
Sandyville, WV 25275 USA

Joseph V Blount
1118 Edgewood Dr Apt C
Charleston, WV 25302 USA

Ariel D Dillon
4001 MacCorkle Avenue Southeas
APT 301
Charleston, WV 25304 USA
Shane M Sigler
802 S Park Rd
Charleston, WV 25304 USA

Andrew J Hoff
1910 Oakhurst Dr
South Charleston, WV 25309 USA

Dylan C Phillips
231 Co Rte 16/4
South Charleston, WV 25309 USA

Joshua W Pierce
151 Clara Dr
Charleston, WV 25312 USA

Garrett C Harding
5043 Dolores Dr
Charleston, WV 25313 USA

Bruce A Graley
2439 Kanawha State Forest Dr
Charleston, WV 25314 USA

Michael D Hudnall
1545 Clark Rd
Charleston, WV 25314 USA

Shaina Yeager
834 Walters Rd
Charleston, WV 25314 USA

Timothy G Lilly
306 98Th St

Charleston, WV 25315 USA

Shambra Faulkner
1820 Cliffview Ave
Charleston, WV 25387 USA

Christopher Adkins
53 Dogbone Rd
Alkol, WV 25501 USA

Roy L McQuillan
171 Dogbone Rd
Alkol, WV 25501 USA

Shelbie A Mayes
1402 Tabner Moore Rd
Apple Grove, WV 25502 USA

Tonya L Duncan
2989 Millstone Rd
Apple Grove, WV 25502 USA

Bodie L Grass
2559 Mccomas Rd
Barboursville, WV 25504 USA

Hannah R Dailey
5105 Route 10
Barboursville, WV 25504 USA

Ryan C Rowsey
231 Helen Ln
Barboursville, WV 25504 USA

Matthew Stollings
121 Blue Ridge Rd
Chapmanville, WV 25508 USA

Jeffrey R Hartley
2254 6Th St
Culloden, WV 25510 USA

Grant B Thaxton
139 E 1St St
Culloden, WV 25510 USA

Brian J Adkins
882 Po Box
Galipolis Fry, WV 25515 USA

Warren S Morrison
183 Greenhill Dr
Galipolis Fry, WV 25515 USA

Jeffrey A Puckett
7250 Lynn Ave
Hamlin, WV 25523 USA

Crystal F Bailey
10 Lower Coach Road
Hurricane, WV 25526 USA

Kelly D Goodpaster
237 Timothy Ln
Milton, WV 25541 USA

John F Johnson
478 Rr 2
Milton, WV 25541 USA

Mark Dailey
Route 2 Box 383 Aa
Milton, WV 25541 USA

Ronnie D Morton
250 Kilgore Creek Rd
Milton, WV 25541 USA

Tyler Morton
250 Kilgore Creek Rd
Milton, WV 25541 USA

Boyd J Hodge
5735 Ripley Rd
Point Pleasant, WV 25550 USA

Cassie J Alexander
76 Escort Ln
Point Pleasant, WV 25550 USA

Christa R Furlong
370 Apple Tree Dr
Point Pleasant, WV 25550 USA

Amber D' Midkiff
799 Reuben Branch Rd
Salt Rock, WV 25559 USA

Sara E Jorgensen
97 Hidden Cv
Scott Depot, WV 25560 USA

Michael R Miller
1151 Cobbs Crk
Sod, WV 25564 USA

Charles L Bullard
2793 Left Fork Millers Fork Rd
Wayne, WV 25570 USA

Johnathen R Riggs
2887 Thomas Ave
Huntington, WV 25705 USA

Adam W Richardson
104 Wickham Ave
Beckley, WV 25801 USA

Andy Willis
511 Bailey Ave
Beckley, WV 25801 USA

Chad W Sloan
111 Redden Ln
Beckley, WV 25801 USA

Gary W Asbury
218 Conway St
Beckley, WV 25801 USA

Matthew L Coleman
306 Mount Tabor Rd
Beckley, WV 25801 USA

McGuire Mackenzie
116 Lynwood Dr
Beckley, WV 25801 USA

Philip M Woods
92 Old Mill Rd
Beckley, WV 25801 USA

Sylvia D McGinnis
107 Horseshoe Dr
Beckley, WV 25801 USA

Trevor H Chandler
127 Redden Ln
Beckley, WV 25801 USA

Caleb M Shelton
PO Box 1494
Beckley, WV 25813 USA

Cody Rice
168 Sherri Ln
Beaver, WV 25813 USA

Donald C Havens
Po Box 1043
Beaver, WV 25813 USA

Caden Trump
391 Trump Rd
Bolt, WV 25817 USA

Richard E Robertson
791 3 Crosses Rd
Camp Creek, WV 25820 USA

Kevin L Parent
1215 Glenview Rd
Crab Orchard, WV 25827 USA

Penny Parrish
Box 1405
Crab Orchard, WV 25827 USA

Andrew B Lefler
138 Ashley Rd
Daniels, WV 25832 USA

Raymond H Atwell

105 Raccoon Ln
Daniels, WV 25832 USA

Jonathan L Vest
116 Lacy Ln
Fairdale, WV 25839 USA

Christopher F Cyrus
322 Shawnee Cir
Mount Hope, WV 25880 USA

Larry D Cochran
40 Knob Branch Rd
Mount Hope, WV 25880 USA

Elizabeth L Helmick
321 Rhodes St
Oak Hill, WV 25901 USA

Heather R Mullins
1904 Egeria Rd
Odd, WV 25902 USA

Erica Cooper
286 Pine St
Shady Spring, WV 25918 USA

Ronnie Lucas
116 Panda Dr
Shady Spring, WV 25918 USA

Sierrah F Summers
119 Ronald St
Shady Spring, WV 25918 USA

Thomas M Heasley
141 S Mill Rd
Shady Spring, WV 25918 USA

Jamie M Thornsberry
PO Box 1460
Beckley, WV 25921 USA

Eric M Workman
78 Miles Rd
Meadow Bridge, WV 25976 USA

Dakota E Cyrus
1900 Ramp Rd
Sandstone, WV 25985 USA

Jerri L Yesenczki
8 Halstead Ave
Wheeling, WV 26003 USA

Stephen G Fisher
241 Edgington Ln
Wheeling, WV 26003 USA

Timothy J Boskovich
36 Vista Ave

Wheeling, WV 26003 USA

Richard E Neff
109 Morton Ave
Moundsville, WV 26041 USA

Jeremy V Gump
7348 Waynesburg Pike
Moundsville, WV 26041 USA

Mark A Stewart
207 Olive Ave
Moundsville, WV 26041 USA

Michael M Goodnight
172 Goodnight Ln
Moundsville, WV 26041 USA

Victor C Lloyd
1765 Proctor Creek Rd
Proctor, WV 26055 USA

Benjamin S Helm
1500 23rd St
Parkersburg, WV 26101 USA

George L Freeman
819 Hamilton St
Parkersburg, WV 26101 USA

Jacob J Starrett
2307 Morningside Ave
Parkersburg, WV 26101 USA

Raymond E Johnson
2404 Neal St
Parkersburg, WV 26101 USA

Steven G Acree
2326 Broad St
Parkersburg, WV 26101 USA

Jon B Gardner
3415 Linden St
Parkersburg, WV 26104 USA

Ronald A Gardner
3401 Linden St
Parkersburg, WV 26104 USA

Austin D Nolan
1203 28th St
Parkersburg, WV 26104 USA

Stephen W Maher
65 Stoney Creek Ln
Parkersburg, WV 26104 USA

Caitlin N Starcher
1012 18Th St Apt 5
Vienna, WV 26105 USA

Patrick R O'Connor
58 Lexington Park Dr
Vienna, WV 26105 USA

Samuel A Moore
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Vienna, WV 26105 USA

Walter A Houser
807 32Nd St
Vienna, WV 26105 USA

Jacob B Brannon
81 Triple B Ln
Elizabeth, WV 26143 USA

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5564 Friendly Hill Rd
Friendly, WV 26146 USA

Avril S Matthews
31 Malloy St
Middlebourne, WV 26149 USA

Cliff Lancaster
102 Borman Alley
Middlebourne, WV 26149 USA

Tamara L Myers
4160 Sellers Rd
Middlebourne, WV 26149 USA

Tyler J Long
829 State Ridge Rd
Middlebourne, WV 26149 USA

Thomas J Life
329 Turkey Foot Rd
Mineral Wells, WV 26150 USA

Charles Cummins
118 E Thistle Dr
New Martinsville, WV 26155 USA

David H Hoffman
708 N Main St
N Martinsvllle, WV 26155 USA

David M Hull
32 Ross St
New Martinsville, WV 26155 USA

Gene R Wade
638 N Main St
New Martinsville, WV 26155 USA

Larry L Wade
28 Rose St Lot 6 South
New Martinsville, WV 26155 USA

Paula J Holmes
345 Wise Acres Rd
N Martinsville, WV 26155 USA

Ralph G Preston
28 Rose St. Lot 5 South
New Martinsville, WV 26155 USA

Richard D Hissom
2160 Paden Fork Road
New Martinsville, WV 26155 USA

Robert Mease
151 Commercial St
New Martinsville, WV 26155 USA

Derek R Egbert
2312 Palestine Rd
Palestine, WV 26160 USA

Alyssa M Stickler
10922 Wetzel Tyler Ridge Rd
Reader, WV 26167 USA

Clifford E Leasure
2838 Crows Run Rd
Reader, WV 26167 USA

Shane Kisner
1652 Henry Camp Rd
Saint Marys, WV 26170 USA

Daniel L Workman
201 Burt St
Sistersville, WV 26175 USA

William Rice
224 S Wells St
Sistersville, WV 26175 USA

Dale E Henthorn
306 Oil Ridge Rd
Sistersville, WV 26175 USA

Dartagnan L Atkinson
3158 Bean Ridge Rd
Smithville, WV 26178 USA

John A Jones
803 Jones Ln
Walker, WV 26180 USA

Timothy A Brammer
226 Walden Dr
Waverly, WV 26184 USA

Alicia N Walter
54 Silvercreek Dr
Williamstown, WV 26187 USA

James W Atkinson

48 Maple Dr
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Nicholas Robinson
126 E 4Th St
Williamstown, WV 26187 USA

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Williamstown, WV 26187 USA

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386 Limestone Rd
Clarksburg, WV 26301 USA

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401 Wheelers Run Rd
Alma, WV 26320 USA

Bryan D Blanchard
4168 Glendale Rd
Cairo, WV 26337 USA

Daylen J Dededaux
79 Gaines Trailer Park Rd
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704 Highland Rd
Ellenboro, WV 26346 USA

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250 Samuel Grimm Rd
Pullman, WV 26421 USA

Evan J Ford
1127 Buckeye Run Rd
Salem, WV 26426 USA

Dana L Hurst
5553 Oxford Road
West Union, WV 26456 USA

Joey D Lipscomb
34 Sparrow Lane
West Union, WV 26456 USA

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified using the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

There will be no pre-bid meeting

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Fax and email submissions are acceptable. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

3A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope, fax, or email, or the bid may be rejected by the Agency.

SEALED BID:

BUYER: Donna Harter

SOLICITATION NO.: SMCC2*17

BID OPENING DATE: 03/11/2020

BID OPENING TIME: 2:00 pm

FAX NUMBER: 304-684-5686

4. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

5. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

6. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

7. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

8. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

9. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

10. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

11. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

12. NON-RESPONSIBLE: The Director of Administrative Services reserves the right to reject the bid of any vendor as Non-Responsible, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

13. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part.

14. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.