



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

Procurement Folder : 562861

Document Description : Wildlife Resources - Tractor with Front End Loader

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2019-04-11	2019-04-30 13:30:00	ARFQ 0310 DNR1900000099	1	Final

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

FOR INFORMATION CONTACT THE

Angela W Negley
(304) 558-3397
angela.w.negley@wv.gov

Signature X *Ronald A. Gardner* FEIN # 34-1800484 DATE 4/29/2019

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

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

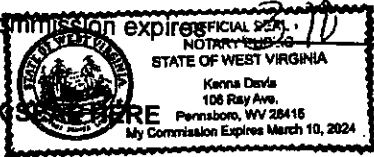
Authorized Signature: *Ronald A. Gardner* Date: 4/29/2019

State of WV

County of Pitche, to-wit:

Taken, subscribed, and sworn to before me this 29 day of April, 2019

My Commission expires 2024



NOTARY PUBLIC *Kenna Davis*

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 Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident 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% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident 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% resident 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% resident 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.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: BRIDGEPORT EQUIPMENT AND TOOL

Date: 4/29/2010

Signed: *Ronald B. Gardner*

Title: SALES

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

Exhibit A
Pricing Page
WVDNR Wildlife Resources Section
Tractor with Front-End Loader

Item No.	Description	Manufacturer and Model for "or equal" bids	Qty	Unit Price	Extended Price
1	2019 or Current Year John Deere Model 5075M tractor or equal	2019 JOHN DEERE 5075M CAB TRACTOR AS SPECIFIED	2	\$50,245.00	\$100,490.00
2	2019 or Current Year John Deere Model H260 Front End Loader or equal	2019 JOHN DEERE 540M FRONT LOADER AS SPECIFIED	2	\$7,719.00	\$15,438.00


Unit prices must include any and all processing fees:

TOTAL BID:

\$115,928.00

BRIDGEPORT EQUIPMENT AND TOOL

Vendor Name


Authorized Signature

4/29/2019

Date

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources Section
Open-End Contract for Tractors with Front Loaders

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

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources Section
Open-End Contract for Tractors with Front Loaders

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.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources Section
Open-End Contract for Tractors with Front Loaders

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

- 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.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources Section
Open-End Contract for Tractors with Front Loaders

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 completing the attached pricing page. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes may download from the wvOASIS Vendor Self-Serve website.

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. **Unit prices must include any and all processing fees:**

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Contract Items must be available for delivery to all WVDNR locations. Vendor shall deliver the Contract Items within forty-five (45) calendar days after receiving a purchase order.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources
Section
Open-End Contract for Tractors with Front Loaders

3.1.1.16.2 Front, minimum: 320/85R24 (12.4R24)
R1W Radial.

3.1.1.17 Must be equipped with a wet hydraulic clutch system.

3.1.1.18 Must be equipped with minimum twenty one (21) gallon fuel tank.

3.1.1.19 Must be equipped with a grill guard.

3.1.1.20 Must have Inboard Planetary Final Drive with flanged axle and wet disc brakes.

3.1.1.21 Must be fully assembled.

3.1.1.22 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 manufacturers recommendation. Owner’s manual must be delivered with the equipment.

3.1.2 2019 or Current Year: John Deere H260 MSL Front-End Loader or Equal

3.1.2.1 Must integrate with Vendor’s submitted equipment for Item 3.1.1 of this solicitation.

3.1.2.2 Must have a free-standing, quick attachment system for loader frame and bucket.

3.1.2.3 Must have a minimum front loader lift capacity of three thousand (3,000) pounds with a minimum front loader lift height of one-hundred twenty (120) inches.

3.1.2.4 Must have a self-leveling bucket with a minimum seventy-two (72) inch width.

3.1.2.5 Must have a joystick control with two (2), open center, mid-mounted loader valves.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources Section
Open-End Contract for Tractors with Front Loaders

- 3.1.1.5** Must have a minimum fifty seven (57) Power Take Off horsepower.
- 3.1.1.6** Must have a Hydraulic Shuttle Transmission, with wet clutch. Tractor must be able to shift from forward to reverse without pressing the clutch.
- 3.1.1.7** Must have a minimum of eight (8) forward and four (4) reverse gears.
- 3.1.1.8** Must have an implement gear pump with a minimum of twelve (12) gallons per minute flow.
- 3.1.1.9** Must have category two (2), three-point hitch with telescoping arms and external hydraulic cylinders.
- 3.1.1.10** Must have an electric remote switch which operates the three-point hitch located on or near the rear fender.
- 3.1.1.11** Must be equipped with two (2) lever-controlled, rear, remote hydraulic valves.
- 3.1.1.12** Must have an enclosed cab equipped with air conditioning, heat.
- 3.1.1.13** Must be equipped with an engine block heater.
- 3.1.1.14** Must have a four-wheel drive (mechanical front wheel drive) front axle.
- 3.1.1.15** Tractor with cab must weigh a minimum of six thousand (6,000) pounds without fluid in tires or other additional weights.
- 3.1.1.16** Must have at least the following Agricultural Type Tires for a tractor with a front loader:
 - 3.1.1.16.1** Rear, minimum: 460/85R30 (18.4R30) R1W Radial.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources Section
Open-End Contract for Tractors with Front Loaders

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of the West Virginia Division of Natural Resources to establish an open-end contract for tractor with front end loader.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Agency 3.1 below and on the Pricing Pages.

 - 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

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

- 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 2019 or Current Year Model: John Deere Model 5075m Tractor or Equal.**
 - 3.1.1.1** Tractor must have a diesel engine.

 - 3.1.1.2** Must have a minimum of one-hundred seventy-five (175) cubic inch cylinder displacement.

 - 3.1.1.3** Must have a turbocharged engine with minimum of three (3) cylinders.

 - 3.1.1.4** Must have a minimum of seventy-three (73) gross engine horsepower.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- 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 _____

4/29/2019

Date _____

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

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

RONALD A. GARDNER SALES

(Name, Title)
RONALD A. GARDNER SALES

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


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

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

(email address)

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

BRIDGEPORT EQUIPMENT AND TOOL

(Company)
 RONALD A. GARDNER SALES

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

(Printed Name and Title of Authorized Representative)
4/29/2019

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

(Phone Number) (Fax Number)

DNR1900000099	Document Phase Final	Document Description Wildlife Resources - Tractor with Front End Loader	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDITIONAL INFORMATION:

Open-End Contract for:

2019 or Current Year: John Deere Model 5115M tractor with Attached John Deere model H260 Front-End Loader or Equal

INVOICE TO:		BILL 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	Agricultural tractors	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
25101901			

Extended Description

2019 or Current Year: John Deere Model 5075M tractor.

INVOICE TO:		BILL 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	Front end loader	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
22101501			

Extended Description

2019 or current year: John Deere model H260 Front-End Loader or equal.

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical Questions Deadline 9:00 AM EST	2019-04-18