

Solicitation Response(SR) Dept: 0310 ID: ESR04111900000004689 Ver.: 1 Function: New Phase: Final

Modified by batch , 04/11/2019

Header 1



General Information Contact Default Values Discount Document Information

Procurement Folder: 562860	SO Doc Code: ARFQ
Procurement Type: Agency Purchase Order	SO Dept: 0310
Vendor ID: 000000177068	SO Doc ID: DNR1900000098
Legal Name: BRIDGEPORT EQUIPMENT & TOOL	Published Date: 3/26/19
Alias/DBA: BET LTD	Close Date: 4/11/19
Total Bid: \$109,353.00	Close Time: 13:30
Response Date: 04/11/2019	Status: Closed
Response Time: 12:33	Solicitation Description: Wildlife - Tractor Implements
	Total of Header Attachments: 1
	Total of All Attachments: 1



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

Procurement Folder : 562860

Document Description : Wildlife -Tractor Implements

Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2019-03-26	2019-04-11 13:30:00	ARFQ 0310 DNR1900000098	1	Draft

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 *Rondel A. Gardner* FEIN # 34-1800484 DATE 4/11/2019

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

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources Section
Tractor Implements

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

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources Section
Tractor Implements

- 6.1.10 Item 7 WV Division of Natural Resources, Tomblin WMA, District 5 DNR Office, Alum Creek, WV (Kanawha County).**
- 6.1.11 Item 7 WV Division of Natural Resources, Green Bottom WMA, District 5 DNR Office, Alum Creek, WV (Kanawha County).**
- 6.1.12 Item 7 WV Division of Natural Resources, South Branch WMA, District 2 DNR Office, Romney, WV (Hampshire County).**

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Section seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the West Virginia Division of Natural Resources' Chief Procurement Officer.

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within thirty (30) days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources Section
Tractor Implements

5. PAYMENT:

5.1 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 Shipment and Delivery: Vendor shall deliver the Contract Items within forty (40) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered the following locations:

- 6.1.1 Item 1** WV Division of Natural Resources, Summersville WMA, District 3 DNR Office, French Creek, WV (Upshur County).
- 6.1.2 Item 1** WV Division of Natural Resources, Tomblin WMA, District 5 DNR Office, Alum Creek, WV (Kanawha County).
- 6.1.3 Item 2** WV Division of Natural Resources, Pleasant Creek WMA, District 1 DNR Office, Farmington, WV (Marion County).
- 6.1.4 Item 3** WV Division of Natural Resources, Burnsville WMA, District 3 DNR Office, French Creek, WV (Upshur County).
- 6.1.5 Item 4** WV Division of Natural Resources, Summersville WMA, District 3 DNR Office, French Creek, WV (Upshur County).
- 6.1.6 Item 5** WV Division of Natural Resources, Tomblin WMA, District 5 DNR Office, Alum Creek, WV (Kanawha County).
- 6.1.7 Item 6** WV Division of Natural Resources, Tomblin WMA, District 5 DNR Office, Alum Creek, WV (Kanawha County).
- 6.1.8 Item 6** WV Division of Natural Resources, McClintic WMA, District 5 DNR Office, Alum Creek, WV (Kanawha County).
- 6.1.9 Item 6** WV Division of Natural Resources, South Branch WMA, District 2 DNR Office, Romney, WV (Hampshire County).

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

Signed: Donald A. Gardner

Date: 4/11/2019

Title: SALES

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

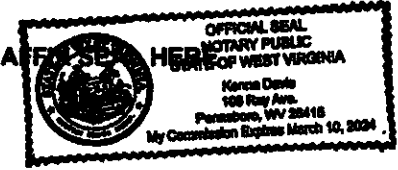
Authorized Signature: *Donald A. Gardner* Date: 4/11/2019

State of WV

County of Ritchie to-wit:

Taken, subscribed, and sworn to before me this 11 day of April, 2019.

My Commission expires 8-10, 2024



NOTARY PUBLIC *Kenna Davis*

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

BRIDGEPORT EQUIPMENT AND TOOL

Company _____


Authorized Signature _____

4/11/2019

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

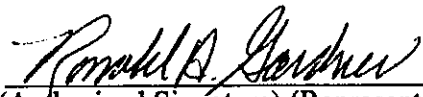
(Address) 304-659-2917 304-659-3276

(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.

BRIDGWPORT EQUIPMENT AND TOOL

(Company)
 SALES

(Authorized Signature) (Representative Name, Title)

RONALD A. GARDNER SALES

(Printed Name and Title of Authorized Representative)
4/11/2019

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

(Phone Number) (Fax Number)

Exhibit A - Pricing Page
West Virginia Division of Natural Resources-Wildlife Resources Section

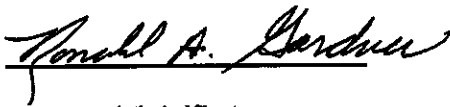
One Time Purchase-Tractor Implements

Item No.	Description	Manufacturer and Model for "or equal" bids	Qty	Unit Price	Extended Price
1	2019 or current model year: 175 to 200 gallon Ag Spray 5302389-BLU or equal.	2019 AG SPRAY MOD - 5302389-BLU	2	\$2645.00	\$5290.00
2	2019 or current model year: Land Pride HR3584, box scraper or equal.	2019 FRONTIER - MODEL BB4284H	1	\$3389.00	\$3389.00
3	2019 or current model year: Tuffline Model 38/91624 offset disc or equal.	2019 TUFLINE - MODEL 38/91624	2	\$8689.00	\$17378.00
4	2019 or current model year: Tuffline Model BCP2416 cultipacker or equal.	2019 TUFLINE - MODEL BCP2416	1	\$3639.00	\$3639.00
5	2019 or current model year: Tuffline Model 42/92424 offset disc or equal.	2019 TUFLINE - MODEL 42/92424	1	\$10927.00	\$10927.00
6	2019 or current model year: John Deere HX 10 rotary cutter or equal.	2019 JOHN DEERE - MODEL HX10	3	\$8397.00	\$25191.00
7	2019 or current model year: Frontier DH 1612 disc harrow or equal.	2019 FRONTIER - MODEL DH1612	3	\$14513.00	\$43539.00
TOTAL BID :					\$109353.00

Unit prices must include any and all processing fees:

BRIDGEPORT EQUIPMENT AND TOOL

Vendor Name



Authorized Signature

4/11/2019

Date

DNR1900000088	Document Phase Draft	Document Description Wildlife -Tractor Implements	Page 5 of 5
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
5	Offset Disc	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
21101502			

Extended Description

Item 3.1.5 2019 or current year Tufline Model 42/92424, or equal.

INVO			
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
6	Brush cutter	3.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
27112037			

Extended Description

Item 3.1.6 2019 or current model John Deere HX 10 rotary cutter, or equal.

INVO			
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
7	Disc Harrow	3.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
21101502			

Extended Description

Item 3.1.7 2019 or current year Frontier Model DH1612, or equal.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Deadline at 9:00 A.M., EST	2019-04-04

INVOICE 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
3	Offset Disc	2.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
21101502			

Extended Description
Item 3.1.3 2019 or current year Tufline Model 38/91624 off set disc, or equal.

INVOICE 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
4	Cultipacker	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
21101506			

Extended Description
Item 3.1.4 2019 or current year, Tufline Model BCP2416 or equal.

INVOICE 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

ADDITIONAL INFORMATION

The WV Division of Natural Resources is soliciting bids on behalf of the Wildlife Resources Section, to establish a contract for the one-time purchase of sprayers, box scraper, off set disc, cultipacker, rotary cutter, and disc harrow per the bid requirements, specifications and terms and conditions that are a part of this solicitation and attached here 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	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Sprayers	2.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
21101801			

Extended Description

Item 3.1.1 2019 or current model AG Spray 5302389 175-gallon three-point sprayer or equal.

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	
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2	Box Scraper	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
21101506			

Extended Description

Item 3.1.2 2019 or current model, Land Pride HR3584 Box Scraper, or equal.