



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

**Procurement Folder :** 425714

**Document Description :** Wildlife Resources - 4X4 UTV

**Procurement Type :** Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-02-23	2018-03-08 13:30:00	ARFQ 0310 DNR1800000041	1	Draft

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

**FOR INFORMATION CONTACT THE**

James R Jones  
 (304) 558-3397  
 james.r.jones@wv.gov

Signature X

*Ronald A. Gardner* FEIN #

34-1800484

DATE

3/7/2018

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

**ADDITIONAL INFORMATION:**

One-Time Purchase:

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 a Kawasaki Mule 4010 , or equal.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION WILDLIFE CENTER PO BOX 38 FRENCH CREEK WV26218 US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION WILDLIFE CENTER RT 20 SOUTH FRENCH CREEK WV 26218 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Utility task vehicle UTV or recreational off highway vehicle	1	EA	\$14,250.00	\$14,250.00

Commodity Code	Manufacturer	Model #	Specification
25101940	JOHN DEERE	XUV590M	AS PER SPECIFICATION

**Extended Description**

Item 3.1.1 2017, or current model year, Kawasaki Mule 4010, or equal

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions Deadline @ 9:00 AM EST	2018-03-01

DNR180000041	<b>Document Phase</b> Draft	<b>Document Description</b> Wildlife Resources - 4X4 UTV	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

**Procurement Folder :** 425714

**Document Description :** Addendum No. 1-Wildlife Resources - 4X4 UTV

**Procurement Type :** Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-03-01	2018-03-08 13:30:00	ARFQ 0310 DNR1800000041	3	Draft

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

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FEIN #

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DATE

3/7/2018

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**ADDITIONAL INFORMATION:**

Addendum No 1 to correct the quantity.

One-Time Purchase:

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 a Kawasaki Mule 4010 , or equal.

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DNR180000041	<b>Document Phase</b> Draft	<b>Document Description</b> Addendum No. 1-Wildlife Resources - 4X4 UTV	<b>Page 3 of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**SOLICITATION NUMBER: ARFQ DNR1800000041**

**Addendum Number: No. 1**

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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:**

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

1. To correct quantity in OASIS document.

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.

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: DNR1800000041

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:

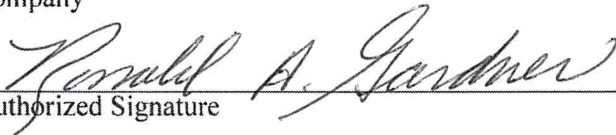
*(Check the box next to each addendum received)*

- |  |  |
|--|--|
| <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

3/7/2018

Date

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





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

**Procurement Folder** : 425714

**Document Description** : Addendum No. 1-Wildlife Resources - 4X4 UTV

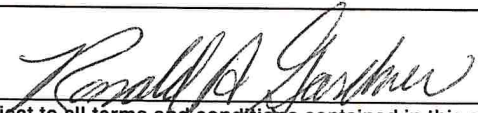
**Procurement Type** : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-03-01	2018-03-08 13:30:00	ARFQ 0310 DNR1800000041	3	Draft

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

**FOR INFORMATION CONTACT THE**

James R Jones  
 (304) 558-3397  
 james.r.jones@wv.gov

Signature X  FEIN # 34-1800484 DATE 3/7/2018

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

**ADDITIONAL INFORMATION:**

Addendum No 2 to publish response to vendor questions

One-Time Purchase:

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 a Kawasaki Mule 4010 , or equal.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION WILDLIFE CENTER PO BOX 38 FRENCH CREEK WV26218 US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION WILDLIFE CENTER RT 20 SOUTH FRENCH CREEK WV 26218 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
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Commodity Code	Manufacturer	Model #	Specification
25101940	JOHN DEERE	XUV590M	AS PER SPECIFICATION

**Extended Description**

Item 3.1.1 2017, or current model year, Kawasaki Mule 4010, or equal

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions Deadline @ 9:00 AM EST	2018-03-01

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: DNR180000041

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.

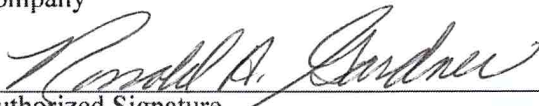
Addendum Numbers Received:

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" 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

3/7/2018

Date

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

**SOLICITATION NUMBER: ARFQ DNR1800000041**

**Addendum Number: No. 2**

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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:**

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

1. To attach responses to vendor questions.

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**

**ARFQ DNR1800000041**

**Wildlife Resources – 4X4 UTV**

**Vendor Questions and Responses**

**Q1** - On the bid for the Kawasaki Mule, how many people does the Mule need to seat? Any other specifications for this unit?

**A1** - The item submitted should seat two (2) people. No other modifications to the specifications.



**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  

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**(Name, Title)** RONALD A. GARDNER  

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

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

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

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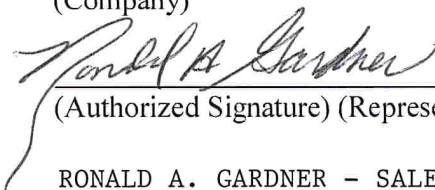
**(E-mail address)**

**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

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(Company)



RONALD A. GARDNER SALES

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(Authorized Signature) (Representative Name, Title)

RONALD A. GARDNER - SALES

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(Printed Name and Title of Authorized Representative)

3/7/2018

---

(Date)

304-659-2917 304-659-3276

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(Phone Number) (Fax Number)

**Exhibit "A" Pricing Page**  
 West Virginia Division of Natural Resources, Wildlife Resources Section -  
 One-Time Purchase of Utility Task Vehicle (UTV) for West Virginia State Wildlife Center

Section	Description	Make and Model	Estimated Quantity	Unit Price
3.1.1	2017 or current year model: Utility Task Vehicle, Kawasaki Mule 4010 or equal	2018 JOHN DEERE XUV590M GATOR	1	\$14,250.00
<b>TOTAL BID AMOUNT (INCLUDES SHIPPING AND OTHER CHARGES)</b>				<b>\$14,250.00</b>

**If bidding an Or Equal product, Vendor must identify Brand, Model, and Year of equipment being bid at time of submitting Bid Response. Vendor should provide Product Brochure(s) indicating within the specifications that are equal.**

BRIDGEPORT EQUIPMENT AND TOOL

Vendor Name



Authorized Vendor Signature

3/7/2018

Date

**REQUEST FOR QUOTATION**

West Virginia Division of Natural Resources, Wildlife Resources Section -  
One-Time Purchase of Utility Task Vehicle (UTV) for West Virginia State Wildlife Center

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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 -  
One-Time Purchase of Utility Task Vehicle (UTV) for West Virginia State Wildlife Center

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### SPECIFICATIONS

1. **Purpose and Scope:** The West Virginia Division of Natural Resources is soliciting bids to establish a contract for the one-time purchase of a utility task vehicle (UTV) for the West Virginia State Wildlife Center.
2. **Definitions:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1. **“Contract Item”** means the item identified in Section 3.1 below and on the Exhibit A Pricing Page, as more fully described by these specifications.
  - 2.2. **“Pricing Page”** means the page attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Item.
  - 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.
  - 2.4. **“cc”** means cubic centimeter.
  - 2.5. **“OHV”** means overhead valve engine.
3. **GENERAL REQUIREMENTS:**
  - 3.1. **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1. **2017 or current year model: Utility Task Vehicle, Kawasaki Mule 4010 or equal.**
      - 3.1.1.1. Must have a minimum 570cc liquid-cooled OHV four-stroke, two-cylinder gasoline engine.
      - 3.1.1.2. Must have an engine with fuel injection,
      - 3.1.1.3. Must have selectable two-wheel drive and four-wheel drive with differential lock.
      - 3.1.1.4. Bed capacity must be a minimum of 800 lbs. with dumping capabilities.
      - 3.1.1.5. Bed must have minimum dimensions of 46 X 51 X 11 inches.

## **REQUEST FOR QUOTATION**

### **West Virginia Division of Natural Resources, Wildlife Resources Section - One-Time Purchase of Utility Task Vehicle (UTV) for West Virginia State Wildlife Center**

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- 3.1.1.6. Bed must be made of steel or equal.
- 3.1.1.7. Gas tank must be a minimum of 6 gallons.
- 3.1.1.8. Must have all terrain tires with the following minimum dimensions:
  - 3.1.1.8.1. Front Dimensions: 23 x 11-10.
  - 3.1.1.8.2. Rear Dimensions: 23 x 11-10.
- 3.1.1.9. Ground clearance must be a minimum of 6.9 inches.
- 3.1.1.10. Must have a roof and windshield installed.
- 3.1.1.11. Must be equipped with a hard cab enclosure that has steel doors and rigid plastic windows, or equal.
- 3.1.1.12. Must have headlights installed.
- 3.1.1.13. Must have a minimum 3,500-lb. winch installed.
- 3.1.1.14. Must be fully assembled.
- 3.1.1.15. Pre-Delivery: Prior to delivery, Contract Item 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 the Contract Item.

#### **4. CONTRACT AWARD:**

**4.1. Contract Award:** The Contract is intended to provide the West Virginia Division of Natural Resources with a purchase price for the Contract Item. The Contract shall be awarded to the Vendor that provides the Contract Item meeting the required specifications for the lowest overall total cost as shown on the Pricing Page.

**4.2. Pricing Page:** Vendor should complete the Pricing Page by indicating the Make and Model of the submitted item as well as the Unit Price. 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.



## REQUEST FOR QUOTATION

### West Virginia Division of Natural Resources, Wildlife Resources Section - One-Time Purchase of Utility Task Vehicle (UTV) for West Virginia State Wildlife Center

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Vendor must enter the information into the Exhibit A - Pricing Page. If the vendor submits their bid through wvOASIS, vendor must complete and upload Exhibit A - Pricing Page as an attachment.

#### 5. PAYMENT:

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

#### 6. DELIVERY AND RETURN:

**6.1. Shipment and Delivery:** Vendor shall deliver the Contract Item within forty-five (45) days after receiving a purchase order or notice to proceed. Contract Item must be delivered to Agency at the following address:

West Virginia Division of Natural Resources  
District 3 Office  
163 Wildlife Road  
French Creek, WV 26218

**6.2. Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Item 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 Item from a third party.

Any Section seeking to obtain the Contract Item 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 Item F.O.B. destination to the Agency's location. Vendor shall include delivery charges on Exhibit A Pricing Page and is not permitted to charge the Agency separately for such delivery.

**6.4. Return of Unacceptable Items:** If the Agency deems the Contract Item to be unacceptable, the Contract Item 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



## REQUEST FOR QUOTATION

### West Virginia Division of Natural Resources, Wildlife Resources Section - One-Time Purchase of Utility Task Vehicle (UTV) for West Virginia State Wildlife Center

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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:

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

7.1.1. Failure to provide Contract Item 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.

## 8. MISCELLANEOUS:

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

**8.2. 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

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:**

BRIDGEPORT EQUIPMENT AND TOOL

Vendor's Name: \_\_\_\_\_

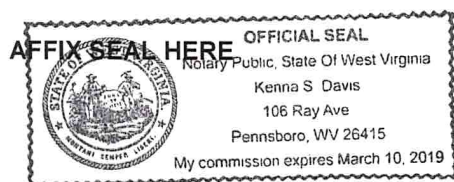
Authorized Signature: Ronald P. Gardner Date: 3/7/2018

State of WV

County of Kitchee, to-wit:

Taken, subscribed, and sworn to before me this 7 day of March, 2018

My Commission expires March 10, 2019.



NOTARY PUBLIC Kenna S 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 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.

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: 

Date: 3/7/2018

Title: SALES