

# ORIGINAL

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

## The City of Parkersburg

FINANCE OFFICE

PARKERSBURG, WEST VIRGINIA

Inquiry # 2664

August 2, 2024

Bids Due: **4:00 P.M., FRIDAY, AUGUST 9, 2024**

Bid Opening: **10:00 A.M., MONDAY, AUGUST 12, 2024**

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ITEM – QUANTITY – UNIT

DESCRIPTION

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Sealed bids for **ONE (1) ARTICULATING COMPACT TRACTOR** will be received in the office of the Finance Director, First Floor, City Building, #1 Government Square, Parkersburg WV 26101, until 4:00 P.M. local time on FRIDAY, AUGUST 9, 2024. ALL SEALED BIDS WILL BE PUBLICLY OPENED AND READ ALOUD AT 10:00 A.M. MONDAY, AUGUST 12, 2024 local time. Bids received after the time for opening of bids will be returned to the bidder unopened. The City will not be responsible for late mail or other deliveries. Vendors shall be registered in West Virginia.

ONLY ONE PROPOSAL MAY BE SUBMITTED BY EACH RESPONDENT UNLESS THERE ARE ALTERNATE BID SPECIFICATIONS INCLUDED IN THE PROPOSAL.

Envelopes must be plainly marked: **Inquiry #2664, "Bids for Finance Director"**.

Each bid shall contain the full name and address of every person, firm or corporation interested in the same, and if a corporation, the name and address of the President and Secretary.

The Finance Director reserves the right to reject all bids or parts of bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served.

E.E.O. Clause statements apply to this purchase order.

THE CITY OF PARKERSBURG DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY IN THE ADMISSION OR ACCESS TO, OR EMPLOYMENT IN, ITS PROGRAMS OR ACTIVITIES.

Unless this contract is exempted by Rules and Regulations of the Secretary of Labor, there is incorporated herein by reference paragraphs (1) through (7) of the contract clause set forth in Section 202 of Executive Order 11246: Section 402 of the Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973.

### NOTE – IMPORTANT INSTRUCTIONS

Unless otherwise stated, prices quoted are assumed to be firm. Any deviations from our specifications must be clearly indicated. Reply on your form. Where applicable, indicates list price, discount, extended net price for each item, terms, F.O.B. point, and shipping schedule.



DIRECTOR OF FINANCE

**CITY OF PARKERSBURG  
BID SPECIFICATIONS  
FOR**

**1 (ONE) Articulating Compact Tractor**

**1.0 INTENT**

It is the intent of this specification to provide for the purchase of **1 (ONE) Articulating Compact Tractor** per the specifications listed.

In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged to best serve the interests of the City when standardization, price, product, safety, quality, and delivery are considered. The City reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of the specification.

**2.0 EQUIVALENT PRODUCT**

Bids will be accepted for consideration on any make or model that is equal or superior to the equipment specified. Decisions of equivalency will be at the sole interpretation of the City's Department of Public Works. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal.

All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.

**3.0 INTERPRETATIONS**

In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the City. Based upon such inquiry, the City may choose to issue an Addendum.

**4.0 GENERAL**

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES NO) will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

<u>ITEM</u>	<u>MINIMUM REQUIREMENTS</u>	<u>YES</u>	<u>NO</u>	<u>OFFERED</u>
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**MANDATORY TERMS AND CONDITIONS**

The equipment dealer shall be registered with the West Virginia Secretary of State, the West Virginia Tax Department and all other appropriate West Virginia agencies and be current with all taxes and fees.

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In addition to equipment specified, machine shall be equipped with all standard equipment as specified by manufacturer for this model, and shall comply with all EPA emission standards.

\_\_\_\_\_

**Parts and Service**

The proposal shall clearly state where a complete stock of repair parts and service facilities are available.

**Delivery**

The equipment shall be delivered F.O.B. to the City of Parkersburg City Park, 1920 Park Avenue. The bidder shall clearly state on the bid the anticipated delivery date that the equipment will be delivered. The unit is to be delivered in operating condition with acceptance subject to the purchaser's inspection and approval.

**Warranty**

Manufacturer's standard warranty shall apply.  
A complete set of the warranty shall be included in the proposal.

**Articulating Compact Tractor Minimum specification**

	Yes	No	Offered
<b>Engine</b>			
Gasoline			
32 hp			
Electronic Fuel injection			
Liquid Cooled			
3 point hitch			
<b>Electrical</b>			
12 volts			
Battery disconnect			
Sealed fuses box			
<b>Drivetrain</b>			
Hydraulic			
Direct drive pump			
Forged Axles with integrated forged hub			
Hydraulic oil cooler			
Bar type dual wheels			
<b>Hitch and PTO</b>			
Front hitch			
Electric PTO with clutch brake			
2 inch rear receiver hitch			
Category 1, 3-point hitch			
<b>Travel speed F/R</b>			
Low Range Forward 5 mph			
Low Range Reverse 4 mph			
High Range Forward 10 mph			
High Range reverse 8 mph			
<b>Lighting</b>			
LED Head light			
Red Led Tail lights			
<b>Controls</b>			
Forward/reverse			
attachment lift			
Front hitch lock			
PTO belt tensioner			
Weight transfer			
high low range			
3pt control			
Power steering			
<b>Max slope Rating</b>			
Dual wheels 30 degrees			
<b>Optional Attachments to be price separately</b>			
83" Contour Mower			
Stump Grinder			

**Base Bid**

**Add Alternate**

**Articulating Compact Tractor**

	Item	Qty	UNIT PRICE IN WORDS	UNIT PRICE BID IN NUMERALS	TOTAL AMOUNT
Base Bid	Articulating Compact Tractor	1			
Alternate	83" Contour Mower	1			
Alternate	Stump Grinder	1			

**\*Award will be base on based bid**

## **INFORMATION FOR BIDDERS**

### **SPECIAL CONDITIONS**

**Special conditions included in the specifications shall take precedence over any provisions stipulated hereunder.**

### **SUBMISSION OF PROPOSAL**

**Bids must be submitted on this proposal form and enclosed in a sealed envelope marked as specified in the legal notice. Blank spaces in the proposal may result in its rejection. It is important the entire bid documents be returned intact and that all pages be in proper sequence. If vendor does not wish to bid, the proposal should be so marked and returned. Bidders are invited to be present at the opening of the proposals. All vendors and contractors shall be registered in West Virginia.**

### **ACCEPTANCE AND REJECTION**

**This proposal submitted by the bidder to the City of Parkersburg will be accepted or rejected within a period of sixty (60) days from the bid opening date. The City reserves the right to reject any or all bids, to waive technicalities, and to request a re-bid on the required material. If more than one item, prices shall be quoted on the units requested. However, each item shall be considered a separate bid and the City of Parkersburg reserves the right to award the contract on each item separately or on all items as a whole or any combination thereof. Bidders whose proposal is made on an "All or None" basis must clearly state such fact in the proposal.**

### **SIGNATURE REQUIRED**

**The proposal page must be signed in ink. If the bidder is a firm or corporation, insert the corporate name followed by the signature of a person authorized to sign said bid; if a sole proprietorship the signature of the owner is required. Where the person signing for a corporation is other than the president, an affidavit or a resolution of the Board of Directors showing the authority of that person to bind the corporation must be furnished.**

### **DEFAULT PROVISION**

**In the case of default by the bidder or contractor, the City of Parkersburg may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.**

## **APPLICABLE LAWS**

**The Revised Code of the State of West Virginia, the Charter of the City of Parkersburg, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts and purchases are made a part thereof.**

## **INFRINGEMENTS AND INDEMNIFICATIONS**

**The contractor shall indemnify and save from loss the City of Parkersburg, West Virginia, from all suits and expense, over and above those included in the contract prices, for royalties or infringement or patents that may be involved in the use of equipment, machinery, supplies or material, and the contractor shall undertake to defend, at his own expense, any and all suits brought against the City of Parkersburg, by reason of the things above specified.**

## **LIABILITY, INSURANCE, LICENSES AND PERMITS**

**Where bidders are required to enter or go onto City of Parkersburg property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance when required. The bidder shall be liable for any damages or loss to the City of Parkersburg occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract as a result of his bid.**

## **TAXES**

**For purchases of equipment and materials, Federal and/or State taxes are not to be included in prices quoted. The successful bidder will be furnished the City's tax exemption certificate if needed.**

**For contractual services, the City's tax exemption will not be extended to any contractor for the purchase of materials.**

## **CHANGES AND ADDENDA TO BID DOCUMENTS**

**Each change or addendum issued in relation to this bid document will be on file in the office of the Purchasing Director no less than five (5) working days prior to the scheduled bid opening date. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. Total bid inquiry or specified item cancellations may be issued later than the time specified above.**

## **PRICING**

**Bidders are to quote firm or fixed prices unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. In the event of a conflict between the price in numbers and the price in words, the price in words will control.**

**Quotations are requested F.O.B. destination. If quoted F.O.B. Shipping Point include freight estimate and full value insurance cost.**

## **QUALITY**

**Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with specifications outlined in the Bid Document.**

**References to a particular trade, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City of Parkersburg. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.**

## **SAMPLES**

**Samples, when requested, must be furnished free of expense to the City of Parkersburg and if not destroyed, will be returned at the bidder's expense.**

## **CONTRACT AND BOND**

**The bidder to whom an award is made may be required to execute a written contract with the City of Parkersburg, West Virginia, within ten days after receiving such contract for execution, and as specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond, (if applicable) shall be in the form hereto attached.**

**Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by the Purchasing Director on behalf of the City of Parkersburg, that no such award or**



**signing by the Purchasing Director shall be considered a binding contract without the proper certificate by the City of Parkersburg Finance Director that funds are available, or without the approval of the City Attorney as to the form and legality of the contract.**

### **AWARD OF CONTRACT:**

**Contract shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, in addition to price, the Purchasing Director shall consider:**

- A. The ability, capacity and skill of the bidder to perform the contract or provide the services required;**
- B. The character, integrity, reputation, judgement, experience and efficiency of the bidder;**
- C. The quality of performance of other contracts or services;**
- D. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services;**
- E. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.**

### **OMISSIONS**

**Bidders shall not be permitted to use to their advantage any omissions or error in the specifications, requirements or contract documents, and the City of Parkersburg reserves the right to issue new instructions as addendum.**

**PLEASE READ CAREFULLY**

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**NOTICE TO WEST VIRGINIA RESIDENT  
VENDORS AND VENDORS THAT PAY  
PARKERSBURG CITY B & O TAXES**

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You are entitled to a bid preference equal to 2% of your bid if you are a WV resident vendor.

In addition if you pay B & O taxes to the City of Parkersburg you may receive an additional bid preference equal to the amount of B & O tax you would have to pay as the result of being awarded the contract which is the object of this bid.

**WARNING**

In order to qualify for either or both preferences you must claim the preference(s) on your bid application. If you fail to do so you can not receive the applicable preference(s)

**EXCEPTION: IF THIS PROJECT IS FUNDED WITH FEDERAL  
MONIES THE 2% BIDDER PREFERENCE IS NOT APPLICABLE  
FOR THIS BID.**

**WE (I), THE BELOW SIGNED HEREBY PROPOSE TO FURNISH THE FOLLOWING ARTICLES(S) AND/OR SERVICE(S) ST THE PRICES AND TERMS STATED SUBJECT TO ALL INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, AND ALL ATTACHMENTS HERETO, (I) HAVE READ ALL ATTACHMENTS INCLUDING THE SPECIFICATIONS AND FULLY UNDERSTAND WHAT IS REQUIRED.**

**PRICES ARE TO BE QUOTED F.O.B.: PARKERSBURG, WEST VIRGINIA**

ITEM NO.	QTY	UNIT	ITEM	UNIT PRICE	UNIT PRICE IN WORDS	TOTAL BID IN FIGURES

**I CLAIM THE 2% BID PREFERENCE FOR WEST VIRGINIA RESIDENT VENDORS:**

\_\_\_\_\_ **YES**                      \_\_\_\_\_ **NO**

**I IN ADDITION PAY B & O TAXES TO THE CITY OF PARKERSBURG AND THERE FORE ALSO CLAIM THIS BID PREFERENCE:**

\_\_\_\_\_ **YES**                      \_\_\_\_\_ **NO**

**IF YES, PLEASE GIVE ID#** \_\_\_\_\_

**DELIVERY:** \_\_\_\_\_ **CALENDAR DAYS AFTER RECEIPT OF ORDER**

**TERMS:** \_\_\_\_\_

**COMPANY NAME OR BIDDERS NAME:** \_\_\_\_\_

**BUSINESS ADDRESS OF BIDDER:** \_\_\_\_\_

**THE FULL NAME AND RESIDENCE OF ALL PERSONS AND PARTIES INTERESTED IN THE FOREGOING BID ARE:**

**(IF A CORPORATION, GIVE THE NAME AND ADDRESS OF THE PRESIDENT AND SECRETARY; IF FIRM OR PARTNERSHIP, THE NAMES AND ADDRESSES OF THE MEMBERS OR PARTNERS.)**

**NAME**

**ADDRESS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SIGNATURE MUST BE IN WRITING**

**TITLE MUST BE GIVEN**

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Eric S. Jiles, CPA  
DIRECTOR OF FINANCE



CITY OF PARKERSBURG  
ONE GOVERNMENT SQUARE  
P.O. BOX 1627  
PARKERSBURG, WV 26102

Pursuant to Article 135.02 (see below) of the Codified Ordinances of the City of Parkersburg, contracts with certain vendors may be prohibited.

The Ordinance specifies the following provisions:

**135.02 FINANCIAL INTEREST IN CONTRACTS PROHIBITED**

*Any purchase order or contract within the purview of this article in which the City Director of Finance or any officer or employee of the City is financially interested, directly or indirectly, shall be void, except that before the execution of a purchase order or contract, Council has the authority to waive compliance with this section, when it finds such action is in the best interests of the City. (Ord. A-2250. Passed 5-25-71.)*

Please consider the following illustrations as examples of contracts prohibited by the Ordinance:

Direct Financial Interest: A direct financial interest is present when an employee of the City of Parkersburg has an ownership stake in any particular company wishing to do business with the City. The percentage of ownership is irrelevant when determining such a direct interest. For example, an employee of the City has a direct financial interest in a company in which he or she owns 1% or 100%, and any percentage in between.

Indirect Financial Interest: An indirect financial interest is present when an employee of the City of Parkersburg is an employee of a company in which compensation is based on commission or other performance-based metric, or has a spouse or child with a direct financial interest in a company.

NOTE: A City employee may be an employee of a company wishing to do business with the City as long as compensation is hourly or salary with no other performance-based compensation.

In order to comply with the provisions of Article 135.02, the City Purchasing Division requires a signed Conflict of Interest Disclosure Form (enclosed) prior to beginning or resuming regular business transactions. The form is required to be completed prior to beginning a new business relationship, and must be reaffirmed on a rotating two-year basis.

If you have any questions regarding Article 135.02 or the Conflict of Interest Disclosure Form, please contact the Purchasing Division of the Finance Department at 304-424-8434 or 304-424-8566.

**CONFLICT OF INTEREST DISCLOSURE FORM**

A conflict of interest is present when any officer or employee of the City of Parkersburg has a direct or indirect financial interest in a company in which the City has, or wishes to, execute a contract as set forth in Article 135.02 of the Codified Ordinances of the City of Parkersburg.

This conflict of interest disclosure form should indicate whether externally contracted entities are aware of any conflicts of interest which would reasonably appear to violate or otherwise bring into question adherence to the requirements of City Code.

This form is to be completed below and signed by an officer or owner of the entity:

Name of entity (include any DBA): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

EIN: \_\_\_\_\_

Officer/owner completing form: \_\_\_\_\_

\_\_\_\_\_ To the best of my knowledge, no officer/owner or spouse or child thereof, or employee of the entity named above, or any other affiliated entity conducting business with the City, is also an employee of the City of Parkersburg; therefore, no direct or indirect financial interest is present.

\_\_\_\_\_ Either an officer/owner or spouse or child thereof, or employee of the entity named above, or any other affiliated entity conducting business with the City, is an employee of the City of Parkersburg; therefore, a potential direct or indirect financial interest may be present or otherwise qualified as described below to mitigate any conflicts disclosed herein:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AFFIDAVIT**

**(TO BE FILLED IN AND EXECUTED IF THE CONTRACTOR IS A CORPORATION)**

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

\_\_\_\_\_, BEING DULY SWORN  
(NAME OF AFFIANT)

DISPOSES AND SAYS THAT HE IS SECRETARY OF \_\_\_\_\_

A CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS  
OF THE STATE OF \_\_\_\_\_ AND HAVING ITS PRINCIPAL  
OFFICE AT \_\_\_\_\_  
(NUMBER AND STREET) (CITY) (ZIP CODE)  
\_\_\_\_\_  
(COUNTY) (STATE)

AFFIANT FURTHER SAYS THAT HE IS FAMILIAR WITH THE RECORDS, MINUTE BOOKS  
AND BY LAWS OF \_\_\_\_\_  
(NAME OF CORPORATION)

AFFIANT FURTHER SAYS THAT \_\_\_\_\_  
(NAME OF PERSON SIGNING PROPOSAL/CONTRACT)

IS \_\_\_\_\_ OF THE CORPORATION IS  
DULY AUTHORIZED TO SIGN THE CONTRACT FOR \_\_\_\_\_  
\_\_\_\_\_ FOR SAID CORPORATION

BY VIRTUE OF \_\_\_\_\_  
(STATE WHETHER A PROVISION OF BY-LAWS OR A RESOLUTION  
OF THE BOARD OF DIRECTORS, IF BY RESOLUTION, GIVE DATE  
OF ADOPTION)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
\_\_\_\_\_  
(COUNTY) (STATE)

AFFIANT MUST BE SOMEONE OTHER THAN THE SIGNER OF PROPOSAL/CONTRACT