



**State of West Virginia
Agency Request for Quote
Equipment**

Proc Folder: 865489			Reason for Modification: Addendum No. 01 is issued to publish and distribute the attached information to the Vendor Community.
Doc Description: Addendum No. 01-Watters Smith- Tractor 4x4 w/loader & bucket			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-04-15	2021-04-22 13:30	ARFQ 0310 DNR2100000066	2

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code: 000000205464

Vendor Name : STATE EQUIPMENT, INC.

Address :

Street : 560 NEW GOFF MOUNTAIN ROAD

City : CROSS LANES

State : WV

Country : USA

Zip : 25313

Principal Contact : SETH GARDNER

Vendor Contact Phone: 304-776-4405

Extension:

FOR INFORMATION CONTACT THE BUYER

James H Adkins

(304) 558-3397

jamie.h.adkins@wv.gov

**Vendor
Signature**

FEIN# 550658298

DATE 4/21/21

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

Addendum No. 01 is issued to publish and distribute the attached information to the Vendor Community.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES WATTERS SMITH MEMORIAL STATE PARK PO BOX 296 LOST CREEK WV US	DIVISION OF NATURAL RESOURCES WATTERS SMITH MEMORIAL STATE PARK 831 RR 3 LOST CREEK WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	John Deere 4052R Tractor or equal with attachments	1.00000	EA	\$36,899.00	\$36,899.00

Comm Code	Manufacturer	Specification	Model #
25101901	KUBOTA	TRACTOR 4X4 W/LOADER AND BUCKET	MX5400HSTC

Extended Description:

Price must include delivery to: WATTERS SMITH MEMORIAL STATE PARK, LOST CREEK, WV
4x4 UTILITY TRACTOR w/FRONT LOADER and quick attach BUCKET, per the attached specifications.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTION DEADLINE 9:00 a.m. ET	2021-04-13

	Document Phase	Document Description	Page 3
DNR2100000066	FINAL	Addendum No. 01-Watters Smith- Tractor 4x4 w/loader & bucket	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXHIBIT A - PRICING PAGE
WV Division of Natural Resources - WV State Parks and Recreation Section
4x4 Utility Tractor for Watters Smith State Park

Item	Description of Contract Item	Or Equal Brand*	Qty	Price**
3.1.1	John Deere 4052R tractor with front end loader and quick attach bucket, or equal.	KUBOTA MX5400HSTC WITH FRONT END LOADER AND QUICK ATTACH BUCKET	1	\$36,899.00
TOTAL BID \$			36,899.00	

*If bidding an or equal brand that meets minimum specifications, list the Brand, Make and Model.
 **All pricing MUST include delivery to Watters Smith Memorial State Park. Freight can not be added as a separate charge.



Authorized Vendor Signature

4/21/21

Date

SOLICITATION NAME: Watters Smith Memorial-Tractor 4x4 Utility w/Loader, Bucket

SOLICITATION NO: ARFQ DNR21*66

ADDENDUM NO: No. 01

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

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other: *(Any referenced Drawing and/or Specification in this addendum being attached to this document is by reference only. It is the bidder's responsibility to obtain these documents.)*

Description of Modification to Solicitation

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

1. To publish Vendor technical questions and Agency responses.

NO OTHER CHANGES.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Attachment A

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources
Watters Smith Memorial State Park – 4x4 Utility Tractor
ARFQ DNR21*066
Technical Questions

Question 1: Due to Covid, availability on equipment has been delayed. Delivery may be longer than the (90) days. Is this acceptable?

Answer 1: A vendor will not be penalized for not meeting the 90-day deadline, if it is due to unforeseen circumstances beyond the vendor's control, such as being delayed by Covid.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR21*066

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.

STATE EQUIPMENT, INC.

Company

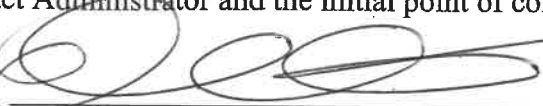
Authorized Signature

4/21/21

Date

NOTE: This addendum acknowledgment 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.


GENERAL MANAGER

(Name, Title)

EDDIE ROWAN, JR. GENERAL MANAGER

(Printed Name and Title)

560 NEW GOFF MOUNTAIN ROAD CROSS LANES, WV 25313

(Address)

(304)776-4405 (304)776-4409


(Phone Number) / (Fax Number)

eddie@stateequipment.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.

STATE EQUIPMENT, INC.
(Company)


GENERAL MANAGER

(Authorized Signature) (Representative Name, Title)

EDDIE ROWAN, JR. GENERAL MANAGER

(Printed Name and Title of Authorized Representative)

4/21/21

(Date)

(304)776-4405 (304)776-4409

(Phone Number) (Fax Number)

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: STATE EQUIPMENT, INC.

Authorized Signature: [Signature] Date: 4/21/21

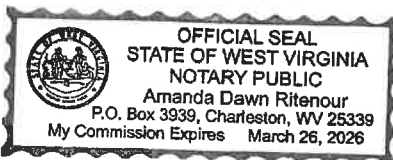
State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 21 day of April, 2021.

My Commission expires March 26, 2026.

AFFIX SEAL HERE



NOTARY PUBLIC Amanda Dawn Ritenour

Warranty Coverage effective on units sold as of 1/1/2017 (Please check on-line at www.kubota.com for update coverage)

Product Series	Usage Category	Unit / System Coverage	Coverage Period	Exclusion / Comments
BX, B, Basic Standard L & Grand L Tractors	Non-Commercial Home & Residential Use	Basic Standard Limited	24 Months or 1500 Hours (whichever occurs first)	Does not include any implement or loader/landscape utility tractors B26, L39, L45 and L47 (see below)
		Limited Powertrain Warranty	72 Months or 2000 Hours (whichever occurs first)	
Loader/Loader Utility Tractors (B26, L39, L45, L47, M35, etc.)	Commercial Use	Basic Standard Limited	24 Months or 1500 Hours (whichever occurs first)	Does not include loader/backhoe, see Implement warranty below
		Limited Powertrain Warranty	36 Months or 2000 Hours (whichever occurs first)	
BX24, BX25 Utility Tractors	All Usage	Basic Standard Limited	12 Months or 1500 Hours (whichever occurs first)	(except loader, backhoe, and mower deck, see Implement warranty below)
		Limited Powertrain Warranty	24 months or 1500 Hours (whichever occurs first)	
	Non-Commercial Home & Residential Use	Basic Standard Limited	24 Months or 1500 Hours (whichever occurs first)	
		Limited Powertrain Warranty	72 Months or 2000 Hours (whichever occurs first)	
MX Tractors	Commercial Use	Basic Standard Limited	12 Months or 1500 Hours (whichever occurs first)	
		Limited Powertrain Warranty	24 Months or 2000 Hours (whichever occurs first)	
	Non-Commercial Home & Residential Use	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	
		Limited Powertrain Warranty	72 Months or 3000 Hours (whichever occurs first)	
	Commercial Use	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	
		Limited Powertrain Warranty	36 Months or 3000 Hours (whichever occurs first)	
M Series Tractors	All Usage	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	PowerCrawler tracks - 12 months or 1000 hours, (whichever occurs first)
M1 Series Tractors (M7)	All Usage	Basic Standard Limited	36 months or 3000 Hours (whichever occurs first)	(does not include any implements, see Implement warranty below)
		Limited Powertrain Warranty	24 Months or 2000 Hours (whichever occurs first)	
W Series Walk Behind Mower	All Usage	Basic Standard Limited	24 Months	

Product Series	Usage Category	Unit / System Coverage	Coverage Period	Exclusion / Comments
Z, F series Tractors (including mower deck)	All Usage	Basic Standard Limited	24 Months	Except Z700, Z400, Z100 (see below)
Z700 Series (including mower deck)	Non-Commercial Home & Residential Use	Basic Standard Limited	48 Months or 750 Hours (whichever occurs first) Kawasaki Engine* (only - 36 months)	*Kawasaki engine warranty administered by Kawasaki, refer to Kawasaki warranty for detail
		Limited Powertrain Warranty	24 Months	
Z400 Series (including mower deck)	Commercial Use	Basic Standard Limited	48 Months or 500 Hours (whichever occurs first) Kawasaki Engine* (only - 36 months)	*Kawasaki engine warranty administered by Kawasaki, refer to Kawasaki warranty for detail
		Limited Powertrain Warranty	24 Months	
Kommander ZG100, Z100 series (including mower deck)	All Usage	Basic Standard Limited	48 Months or 300 Hours (whichever occurs first)*	*Kawasaki engine warranty administered by Kawasaki, refer to Kawasaki warranty for detail
		Limited Powertrain Warranty	24 Months or 1500 Hours (whichever occurs first)	
G, GR, T series Tractors (including mower deck)	Non-Commercial Home & Residential Use	Basic Standard Limited	12 Months or 1500 Hours (whichever occurs first)	
		Limited Powertrain Warranty	24 Months or 2000 Hours (whichever occurs first)	
SSV Skid Steer Loaders	Commercial Use	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	Rubber tracks - 12 months or 1000 hours (whichever occurs first)
		Limited Powertrain Warranty	24 Months or 2000 Hours (whichever occurs first)	
SVL Compact Track Loaders	All Usage	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	Rubber tracks - 12 months or 1000 hours (whichever occurs first)
		Limited Powertrain Warranty	24 Months or 2000 Hours (whichever occurs first)	
K, KX, U, R series Excavator and Wheel Loaders	All Usage	Basic Standard Limited	12 Months	(Screw blowers, Rotary Brooms, and Blades 24 months) †
		Limited Powertrain Warranty	12 Months	
RTV Utility Vehicles	All Usage	Basic Standard Limited	12 Months	(Disc mower/conditioner cutterbar and gearbox - 24 months)
		Limited Powertrain Warranty	12 Months	
Implements and Attachments (loaders, backhoes, mower decks, etc.)	All Usage	Basic Standard Limited	12 Months	(or remainder of unit warranty, whichever is longer)
		Limited Powertrain Warranty	90 Days	
Hay Tools (disc mowers, rakes, balers, etc.) and Spreaders	All Usage	Basic Standard Limited	12 Months	(or remainder of unit warranty, whichever is longer)
		Limited Powertrain Warranty	90 Days	
Replacement Diesel Engines	All Usage	Basic Standard Limited	12 Months	
Replacement Pumps	All Usage	Basic Standard Limited	90 Days	

Emissions Warranty: Designated units are covered by emissions warranty on certain components. ... See page 10 - 43 for details.
† For a complete list of 24-month warranty on implements, see www.kubota.com