



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

**Procurement Folder :** 392228

**Document Description :** Wildlife Resources - Open-End contract for 100 HP tractors

**Procurement Type :** Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-11-09	2017-11-30 13:30:00	ARFQ 0310 DNR1800000022	1	Draft

SUBMIT RESPONSES TO:	VENDOR
West Virginia Division of Natural Resources Property and Procurement Office BID RESPONSE 324 4th Avenue South Charleston, WV 25303	<b>Vendor Name, Address and Telephone</b> Middletown TRactor Sales 2050 Boyers dRive Fairmont, WV 26554 304-366-4690

**FOR INFORMATION CONTACT THE**

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

Signature X

FEIN # 55-054-7175

DATE 4 December 2017

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

**ADDITIONAL INFORMATION:**

To establish an open-end contract for:

2018 or Current Year: John Deere Model 5115M tractor with Attached John Deere model H260 Front-End Loader or Equal

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Agricultural tractors	5.00000	EA	\$63,129.82	\$315,649.10

Commodity Code	Manufacturer	Model #	Specification
25101901	2017 John Deere (or newer)	5115M-540M	As per specifications

**Extended Description**

2018 or Current Year: John Deere Model 5115M tractor with Attached John Deere model H260 Front-End Loader or Equal

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions Deadline 9:00 AM EST	2017-11-17

The requested Loader (H260) is replaced by the current model 540M

DNR180000022	<b>Document Phase</b> Draft	<b>Document Description</b> Wildlife Resources - Open-End contract for 100 HP tractors	<b>Page 3 of 3</b>
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### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**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.

 Sales Consultant  
(Name, Title)

Phillip A. Cottrille, Sales Consultant  
(Printed Name and Title)

2050 Boyers Drive Fairmont, W. Va. 26554  
(Address)

304-366-5690 304-366-4698 (304-483-6770 Cell)  
(Phone Number) / (Fax Number)

phil@middletowntractor.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.

Middletown Tractor Sales  
(Company)

 Phillip A. Cottrille, Sales Consultant  
(Authorized Signature) (Representative Name, Title)

Phillip A. Cottrille, Sales Consultant  
(Printed Name and Title of Authorized Representative)

4 DEcember 2017  
(Date)

304-366-4690 304-366-4698 (304-483-6770 Cell)  
(Phone Number) (Fax Number)

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 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.

\_\_\_\_\_  
Middletown TRactor Sales  
Company

\_\_\_\_\_  
  
Authorized Signature

\_\_\_\_\_  
4 DEcember 2017  
Date

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

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

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- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Phillip A. Cottrille  
**Telephone Number:** 304-483-6770(Cell) 304-366-4690 (Office)  
**Fax Number:** 304-366-4698  
**Email Address:** phil@middletowntractor.com

Exhibit A - Pricing Page  
 West Virginia Division of Natural Resources-Wildlife Resources Section  
 Agricultural Tractors with Front-End Loaders Open-End Contract

Item	Description	Year, Make and Model	Estimated Quantity	Unit of Measure	Unit Price	Extended Cost
3.1.1	2018 or Current Year. John Deere Model 5115M tractor with Attached John Deere model H260 Front-End Loader or Equal	2017 or newer John Deere Tractor and Loader as per specifications (540M loader replaces H260 loader)	5	Each	\$63,192.82	\$315,649.10
<b>TOTAL BID AMOUNT:</b>						

\_\_\_\_\_  
 Middletown Tractor Sales  
 Vendor

  
 Authorized Signature

4 December 2017  
 \_\_\_\_\_  
 Date

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 OTHER 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: Middletown Tractor Sales

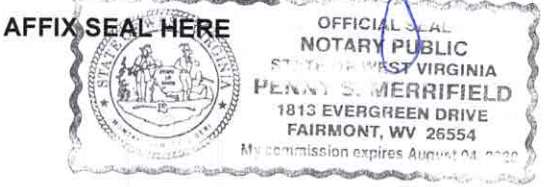
Authorized Signature: *[Signature]* Date: 4 December 2017

State of West Virginia

County of Marion, to-wit:

Taken, subscribed, and sworn to before me this 4<sup>th</sup> day of December, 2017.

My Commission expires Aug. 4, 2020.



NOTARY PUBLIC *[Signature]*  
Purchasing Affidavit (Revised 07/07/2017)



# 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.

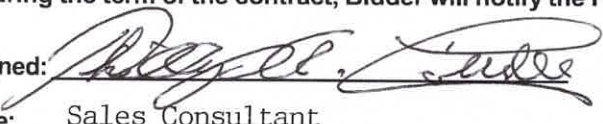
7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, 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: Middletown Tractor Sales

Signed: 

Date: 4 December 2017

Title: Sales Consultant

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



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

**Procurement Folder :** 392228

**Document Description :** Wildlife Resources - Open-End contract for 100 HP tractors

**Procurement Type :** Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-11-27	2017-12-05 13:30:00	ARFQ 0310 DNR1800000022	2	Draft

SUBMIT RESPONSES TO:	VENDOR
West Virginia Division of Natural Resources Property and Procurement Office BID RESPONSE 324 4th Avenue South Charleston, WV 25303	<b>Vendor Name, Address and Telephone</b> Middletown Tractor Sales 2050 Boyers Drive Fairmont, WV 26554 304-366-4690

**FOR INFORMATION CONTACT THE**

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

**Signature X**

**FEIN #** 55-054-7175

**DATE** 4 December 2017

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

**ADDITIONAL INFORMATION:**

Addendum No 1 is issued to publish and distribute Vendor Questions and Answers to the Vendor Community, and to extend the bid close deadline.

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To establish an open-end contract for:

2018 or Current Year: John Deere Model 5115M tractor with Attached John Deere model H260 Front-End Loader or Equal

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
ELKINS	WV26241	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Agricultural tractors	5.00000	EA	\$63,129.82	\$315,649.10

Commodity Code	Manufacturer	Model #	Specification
25101901	2017 John Deere (or newer)	5115M-540M	As per advertised

**Extended Description**

2018 or Current Year: John Deere Model 5115M tractor with Attached John Deere model H260 Front-End Loader or Equal

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical Questions Deadline 9:00 AM EST	2017-11-17

The requested Loader (H260) is replaced by the current model 540M

DNR1800000022	<b>Document Phase</b> Draft	<b>Document Description</b> Wildlife Resources - Open-End contract for 100 HP tractors	<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

**SOLICITATION NUMBER: ARFQ DNR1800000022**

**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 extend the bid close to Tuesday December 5, 2017.
2. To provide Vendor question and answers.

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.

**ARFQ DNR180000022**

**Wildlife Resources – Open-End contract for 100 HP tractors**

**Technical Questions and Responses**

**Q1** – Under Section 3.1.1.13.1 (Tires) Requested 18.4-32 R-1, I think it should have read, 18.4R-34. Requested 14.9-24 R-1, I think it should have read, 14.9R-24.

**A1** – **Tire Dimensions are given in standard format, for example “3.1.1.13.1 Rear; minimum: 18.4 - 32; R1.” specifies a rear tire that is a minimum of 18.4-inches in width with a minimum 32-inch rim diameter with an R-1 tread type. If your tractor tire was 18.4 inches in width with 34 inches in rim diameter it would meet specifications due to exceeding the minimum rim diameter of 32 inches**

**Q2** – No mention of tire ballast in rear tires. Industry HIGHLY recommends rear tire ballast in loader application. Suggestion: rear tires shall be filled with RimGuard rear tire ballast. (This is an environmentally friendly fluid).

**A2** – **Specification will be changed to reflect the agency’s desire to have a reduced minimum tire size on the rear of the tractor with fluid added to the tires prior to delivery**

**3.1.1.13.1 did read** Rear; minimum: 18.4 - 32; R1.

**3.1.1.13.1 shall now read** Rear; minimum: 18.4 - 30; R1. Vendor shall fill rear tires with methanol for tire ballast weight prior to delivery.

**Q3** – Under Section 3.1.1.16 (Loader) it would be advantageous for the DNR to select a specific style of connection for the bucket. Suggestion: Either Skid Steer, Global, John Deere 500 style, or equivalent.

**A3** -**Specification 3.1.1.16 shall remain the same.**

**Q4** – Under Section 3.1.1.16.3 (Width) no mention of Bolt-on Cutting Edge.

**A4** - **Specification 3.1.1.16.3 shall remain the same.**

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Middletown Tractor Sales

Company

Authorized Signature



4 December 2017

Date

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