



State of West Virginia
Request For Quotation
Equipment

Procurement Folder : 562861

Document Description : Wildlife Resources - Tractor with Front End Loader

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2019-04-11	2019-04-30 13:30:00	ARFQ 0310 DNR1900000099	1	Final

BID RESPONSE

DIVISION OF NATURAL RESOURCES
PROPERTY & PROCUREMENT OFFICE
324 4TH AVE
SOUTH CHARLESTON
US

WV 25303-1228

Vendor Name, Address and Telephone

Middletown Tractor Sales
2050 Boyers Drive
Fairmont WV 26554
(304) 366-4690

FOR INFORMATION CONTACT THE

Angela W Negley
(304) 558-3397
angela.w.negley@wv.gov

Signature X

FEIN # 550547155

DATE 04/30/2019

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

Date Printed : Apr 11, 2019 Solicitation Number : DNR1900000099

Page : 1

FORM ID : WV-PRC-ARFQ-001

Open-End Contract for:

2019 or Current Year: John Deere Model 5115M tractor with Attached John Deere model H260 Front-End Loader or Equal

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	0.00000	EA	\$50,959.17	\$101,918.34

Commodity Code	Manufacturer	Model #	Specification
26101901	John Deere	5075M	Agricultural Tractors

Extended Description

2019 or Current Year: John Deere Model 5075M tractor.

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
2	Front end loader	0.00000	EA	\$6,040.36	\$12,080.72

Commodity Code	Manufacturer	Model #	Specification
22101501	John Deere	540M	Front End Loader

Extended Description

2019 or current year: John Deere model H260 Front-End Loader or equal.

Line	Event	Event Date
1	Technical Questions Deadline 9:00 AM EST	2019-04-18

DNR1900000099	Document Phase Final	Document Description Wildlife Resources - Tractor with Front End Loader	Page 3 of 3
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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.

Tabatha Cronin / Sales

(Name, Title)

Tabatha Cronin/Sales

(Printed Name and Title)

2050 Boyers Drive Fairmont WV 26554

(Address)

(304) 366-4690 / (304) 366-4698

(Phone Number) / (Fax Number)

TMERRETT@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)

Tabatha Cronin / Sales

(Authorized Signature) (Representative Name, Title)

Tabatha Cronin/Sales

(Printed Name and Title of Authorized Representative)

04/30/2019

(Date)

(304) 366-4690 / (304) 366-4698

(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)

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- 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

04/30/2019

Date

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

Exhibit A
Pricing Page
WVDNR Wildlife Resources Section
Tractor with Front-End Loader

Item No.	Description	Manufacturer and Model for "or equal" bids	Qty	Unit Price	Extended Price
1	2019 or Current Year John Deere Model 5075M tractor or equal	John Deere 5075M	2	\$50,959.17	\$101,918.34
2	2019 or Current Year John Deere Model H260 Front End Loader or equal	John Deere 540M	2	\$6,040.36	\$12,080.72

Unit prices must include any and all processing fees:

TOTAL BID:

\$113,999.06

Middletown Tractor Sales

Vendor Name

Scelthia Leonis Sales

Authorized Signature

04/30/2019

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 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 §81-5-3) 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: *Jared H. Cronin/Sales* Date: 04/30/2019

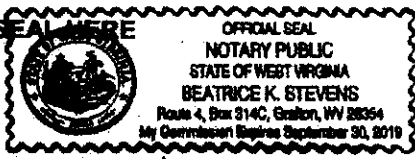
State of WV

County of TAYLOR, to-wit:

Taken, subscribed, and sworn to before me this 30 day of APRIL, 2019.

My Commission expires 09-30, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC *Beatrice K. Stevens*

Letter of Exception

3.1.2 2019 or Current Year: John Deere H260 MSL Front-End Loader or Equal. The John Deere 540M Loader has replaced the John Deere H260 Loader.

6.1 Shipment and Delivery Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Contract items must be available for delivery to all WVDNR locations. Vendor shall deliver the Contract Items within forty-five (45) calendar days after receiving a purchase order. Middletown Tractor Sales delivery date will depend upon Manufacturer availability.