

Header 1



General Information Contact Default Values Discount Document Information Clarification Request

**Procurement Folder:**

1230264

**Procurement Type:**

Agency Purchase Order

**Vendor ID:**

000000202582

**Legal Name:**

MIDDLETOWN TRACTOR SALES

**Alias/DBA:**

**Total Bid:**

\$241,510.29

**Response Date:**

07/12/2023

**Response Time:**

14:46

**Responded By User ID:**

MTSWV

**First Name:**

Bea

**Last Name:**

Stevens

**Email:**

general@middletowntractor.c

**Phone:**

304-366-4690

**SO Doc Code:**

ARFQ

**SO Dept:**

0310

**SO Doc ID:**

DNR2300000029

**Published Date:**

7/7/23

**Close Date:**

7/13/23

**Close Time:**

13:30

**Status:**

Closed

**Solicitation Description:**

Addendum No.03 -2023 Model or Newer  
Tractor Implements-REBID


**Total of Header Attachments:**


1

**Total of All Attachments:**

1

Document Navigator  07/13/2023

Commodity				Total Lines: 10+	Line: 1	Commodity: 21101506	Total Price: \$4,943.04	
Line	Commodity	CL Description	Total Price	Award Date	Requested Contract Amount	Contract Amount		
1	21101506	8' Back Blade	\$4,943.04					
2	21101500	Cultipacker 8'	\$7,218.78					
3	21101500	Cultipacker 12'	\$10,137.63					
4	21101500	Offset Disc	\$81,312.80					
5	21101500	Disk Harrow 8' Wide	\$17,925.52					
6	21101701	6' Rotary Mower	\$28,409.76					
7	21101701	7' Rotary Mower	\$54,139.80					
8	21101701	10' 3/4 Flex-Wing Rotary Mower	\$25,074.65					
9	21101801	Agricultural Sprayer	\$8,873.02					
10	21101804	Cone Fertilizer Spreader	\$3,475.29					

From 1 to 10 Total: 10+ Show Lines: 10  Export to CSV

General Information **Commodity Information** Specifications Shipping and Handling Line Item Preference

**Requested Quantity:**

1.00000

**Bid Quantity:**

**Requested Unit:**

EA

**Unit:**

**Unit Price:**

**Delivery Days from Award:**



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

**Proc Folder:** 1230264

**Doc Description:** 2023 Model or Newer Tractor Implements-REBID

**Reason for Modification:**  
REBID of ARFQ DNR23\*17 with specification changes.

**Proc Type:** Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-08	2023-06-22 13:30	ARFQ 0310 DNR2300000029	1

**BID RECEIVING LOCATION**

BID RESPONSE  
DIVISION OF NATURAL RESOURCES  
PROPERTY & PROCUREMENT OFFICE  
324 4TH AVE  
SOUTH CHARLESTON WV 25303-1228  
US

**VENDOR**

**Vendor Customer Code:** 202582  
**Vendor Name :** Middletown Tractor Sales  
**Address :** 2050 Boyers Drive  
**Street :**  
**City :** Fairmont  
**State :** WV **Country :** US **Zip :** 26554  
**Principal Contact :** Brandon Forinash  
**Vendor Contact Phone:** 304-366-4690 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

James H Adkins  
(304) 558-3397  
jamie.h.adkins@wv.gov

**Vendor Signature** 

**FEIN#** 550547175

**DATE** 6-21-2023

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

**ADDITIONAL INFORMATION**

The West Virginia Division of Natural Resources - Wildlife Resources Section is soliciting bids for the one-time purchase of current year model tractor implements.

**INVOICE TO** | **SHIP TO**

VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	8' Back Blade	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101506		Frontier RB2308 - 8 Ft. Heavy Duty Rear Blade	

**Extended Description:**  
3.1.1 8' Back Blade  
Frontier RB2308 or equal.

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VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Cultipacker 8'	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101500		TUFLINE 8' Cultipacker BCP2416	

**Extended Description:**  
3.1.2 Cultipacker 8',  
Tuflines BCP2416 or equal.

INVOICE TO	SHIP TO
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VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Cultipacker 12'	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101500		TUFLINE 12' Cultipacker BCP3616	

**Extended Description:**  
3.1.3 Cultipacker 12',  
Tuffline BCP3616 or equal.

INVOICE TO	SHIP TO
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LOCATIONS  
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VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Offset Disc	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101500		Tuffline Offset Disc 2391624	

**Extended Description:**  
3.1.4 Offset Disc,  
Tuffline Model 38/91624 or equal.

INVOICE TO	SHIP TO
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VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Disk Harrow 8' Wide	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101500		Frontier TM1292 - Tandem Disk Harrow	

**Extended Description:**  
3.1.5 Disk Harrow 8' Wide,  
Frontier DH1296 or equal.

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LOCATIONS  
AS INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	6' Rotary Mower	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101701		JOHN DEERE RC6R Lift Type Rotary Cutter - 540 RPM PTO	

**Extended Description:**  
3.1.6 6' Rotary Mower,  
John Deere RC6R or equal.



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No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	7' Rotary Mower	6.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101701	JOHN DEERE	RC7R Lift Type Rotary Cutter - 540 RPM PTO	

**Extended Description:**  
3.1.7 7' Rotary Mower,  
John Deere RC7R or equal.

INVOICE TO	SHIP TO
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VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	10' 3/4 Flex-Wing Rotary Mower	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101701	JOHN DEERE	FC10R Flex Wing Rotary Cutter	

**Extended Description:**  
3.1.8 10' 3/4 Flex-Wing Rotary Mower,  
John Deere FC10R or equal.

**INVOICE TO** **SHIP TO**

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VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

No City WV  
US

No City WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Agricultural Sprayer	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101801	AG SPRAY	Agicultural Sprayer 5302389-BLU	

**Extended Description:**  
3.1.9 Agricultural Sprayer,  
Ag Spray 5302389-BLU or equal.

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VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

No City WV  
US

No City WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Cone Fertilizer Spreader	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
21101804	BELCO	Cone Fertilizer Spreader SSP500	

**Extended Description:**  
3.1.10 Cone Fertilizer Spreader,  
King Kutter Model S-400-P or equal.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	TECHNICAL QUESTION DEADLINE 9AM	2023-06-15



	Document Phase	Document Description	Page
DNR2300000029	FINAL	2023 Model or Newer Tractor Implements	7

**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.

**Brandon Forinash**  
\_\_\_\_\_  
(Name, Title)  
**Brandon Forinash**                      **Digital Sales Specialest**  
\_\_\_\_\_  
(Printed Name and Title)  
**Brandon Forinash**                      **Digital Sales Specialest**  
\_\_\_\_\_  
(Address)  
**2050 Boyers Drive Fairmont WV 26554**  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
**online@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)

 **Brandon Forinash Digital Sales Specialest**  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

**Brandon Forinash**                      **Digital Sales Specialest**  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

**06-21-2023**  
\_\_\_\_\_  
(Date)

**304-366-4690**  
\_\_\_\_\_  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources - Wildlife Resources Section  
**2023 Year Model Tractor Implements-REBID**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources - Wildlife Resources Section is soliciting bids for the one-time purchase of current year model tractor implements.
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 “Agency” or “WVDNR” is in reference to the West Virginia Division of Natural Resources.
  - 2.2 “Contract Item(s)” means new, unused off-set disc, rotary mower, cultipacker, spreader, sprayer, hitch disk and back blade as more fully described by these specifications.
  - 2.3 “Pricing Page(s)” means the pages, contained in wvOASIS, or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  - 2.4 “PTO” stands for power take-off.
  - 2.5 “RPM” stands for revolutions per minute.
  - 2.6 “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.
  - 2.7 “WMA” means Wildlife Management Area; Attachment A is a list of the WMA’s delivery locations and purchase request.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below. **All items’ bids must be new, unused current year model.**
    - 3.1.1 **8’ Back Blade, Frontier RB2308 or equal.**
      - 3.1.1.1 Must have a minimum 96-inch working width.
      - 3.1.1.2 Must have a three-point hitch Category II type pins.
      - 3.1.1.3 Moldboard must be at least 5/16 inch” (7.9 mm) thick and 17 inch high.
      - 3.1.1.4 Three positions up to 45 degrees each side (0-45 degrees each side) forward and reverse.
      - 3.1.1.5 Blade must be able to tilt and lock through at least 3 positions.
      - 3.1.1.6 Entire blade must be able to offset 9 inches or 18 inches.
      - 3.1.1.7 Must come with a parking stand.



REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources - Wildlife Resources Section  
**2023 Year Model Tractor Implements-REBID**

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**3.1.2 Cultipacker 8', Tufline BCP2416 or equal.**

- 3.1.2.1 Must be 8 foot wide and weigh at least 1,200 lbs.
- 3.1.2.2 Must have a heavy duty 4-inch square tube steel main frames and minimally, 16-inch cast iron wheels.
- 3.1.2.3 Must have parking stands.
- 3.1.2.4 Must come with both a Category 1 and 2, three-point hitch attachment and possess a tongue assembly to configure it as a pull behind.

**3.1.3 Cultipacker 12', Tufline BCP3616 or equal.**

- 3.1.3.1 Must be 12 foot wide and weigh at least 1,600 lbs.
- 3.1.3.2 Must have a heavy duty 3/8-inch thick, 4-inch square tube steel main frame and minimally, with 16-inch cast iron wheels.
- 3.1.3.3 Must have parking stands and scraper kit installed to prevent wet soil from accumulating on the drum.
- 3.1.3.4 Must come with a Category 2, three-point hitch attachment system.

**3.1.4 Offset Disc, Tufline Model 38/91624 or equal.**

- 3.1.4.1 Must have a minimum cutting width of 6 foot to a maximum of 6 ft. 6 in.
- 3.1.4.2 Must have notched disc blades from minimum size of 22 to 24 inches.
- 3.1.4.3 Must have 9-inch disc blade spacing.
- 3.1.4.4 Must be equipped with flexible style gang hangers for rocky ground.
- 3.1.4.5 Must be equipped with adjustable, disc blade scrappers.
- 3.1.4.6 Must be equipped with a hydraulic lift, double-wheel carriage assembly.
- 3.1.4.7 Must be equipped with a transport hydraulic cylinder and hoist kit.
- 3.1.4.8 Must be equipped with a mechanical system for side draft control.
- 3.1.4.9 Must be equipped with implement tires.
- 3.1.4.10 Must have a pull-type hitch and weigh a minimum of 2,900 lbs.

**3.1.5 Disk Harrow 8' Wide with Roller Basket, Frontier DH1296 or equal.**

- 3.1.5.1 Must be at maximum, 8 feet wide and weigh at least 850 lbs.
- 3.1.5.2 Must have front and rear gangs of disks, disks spaced 9 inches apart on 1-inch diameter axles with sealed bearings, gang angles must be adjustable.



REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources - Wildlife Resources Section  
**2023 Year Model Tractor Implements-REBID**

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- 3.1.5.3 Disks must be at least 20-inch diameter and 3.5mm thick, notched on front smooth on rear.
- 3.1.5.4 Must have Category I hitch pins.
- 3.1.5.5 Must be equipped with scraper kit and middle breaker kit installed.
- 3.1.5.6 Must come with the 14-inch roller basket installed.
- 3.1.5.7 Must come with the furrow filler kit installed.

**3.1.6 6' Rotary Mower, John Deere RC6R or equal.**

- 3.1.6.1 Must have a 6-foot (72-inch) cutting width.
- 3.1.6.2 Must have a three-point lift, Category 2 type hitch.
- 3.1.6.3 Must have a minimum steel deck thickness of 7-gauge steel for single sheet steel decks or twin decks at least 6.5-mm in combination i.e., 3-mm upper, 3.5-mm lower.
- 3.1.6.4 Must have a gearbox rated for a minimum 540 RPM.
- 3.1.6.5 Must have slip clutch driveline protection.
- 3.1.6.6 Must have blades a minimum of 1/2 inch thick and 4 inches wide.
- 3.1.6.7 Must have laminated or caster wheel tires.
- 3.1.6.8 Must have front and rear deflectors or front and rear safety chains.
- 3.1.6.9 Must have a stump jumper or equal protection.
- 3.1.6.10 Must have at least an ASAE Category 4 driveshaft.

**3.1.7 7' Rotary Mower, John Deere RC7R or equal.**

- 3.1.7.1 Must have a 7-foot (84-inch) cutting width.
- 3.1.7.2 Must have a three-point lift, Category 2 type hitch.
- 3.1.7.3 Must have a minimum steel deck thickness of 7-gauge steel for single sheet steel decks or if twin decks at least 6.5-mm in combination i.e., 3-mm upper, 3.5-mm lower.
- 3.1.7.4 Must have a gearbox rated for a minimum 540 RPM.
- 3.1.7.5 Must have slip clutch driveline protection.
- 3.1.7.6 Blades must be a minimum of 1/2 inch thick and 4 inches wide.
- 3.1.7.7 Must have laminated or caster wheel tires.

REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources - Wildlife Resources Section  
**2023 Year Model Tractor Implements-REBID**

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3.1.7.8 Must have front and rear deflectors or front and rear safety chains.

3.1.7.9 Must have stump jumper or equal protection

3.1.7.10 Must have at least an ASAE Category 4 driveshaft.

**3.1.8 10' ¾ Flex-Wing Rotary Mower, John Deere FC10R or equal.**

3.1.8.1 Must have a cutting width of 10 feet.

3.1.8.2 Gearcases: 3, fully serviced and operational.

3.1.8.3 Cutting capacity of 4 inches.

3.1.8.4 Implement must weigh a minimum of 5,600 lbs.

3.1.8.5 Must have hydraulic control to lift and flex the wing both upwards to 90 degrees and downward to 22 degrees.

3.1.8.6 Deck steel must be at least 7 gauge and side skirts at least 0.24 inches and have replaceable skid shoes on the wing and center decks as well as the weight box.

3.1.8.7 Blades must be at least 1/2-inch thick by 4-inch wide heat-treated, free-swinging alloy steel with uplift.

3.1.8.8 There must be overlap between all blade paths. Blade carrier must have minimum 3/16-inch stump jumper.

3.1.8.9 Must have front and rear dual safety chains or equal to contain debris.

3.1.8.10 Input driveline must be at least a Category 6 with constant velocity u-joint or without overrunning clutch. Wing and intermediate drivelines must be at least Category 5 with slip clutch.

3.1.8.11 Wheels must be severe duty agricultural, and foam filled 26x9x14.5 minimally.

3.1.8.12 Must come with a hitch jack.

**3.1.9 Agricultural Sprayer, Ag Spray 5302389-BLU or equal.**

3.1.9.1 Must have a polyethylene tank with capacity of 175 to 200 gallons.

3.1.9.2 Must be set on the heaviest grade frame offered by manufacturer.

3.1.9.3 Must be a three-point hitch sprayer.

3.1.9.4 Must have tank straps and braces.

3.1.9.5 Must have strainer assembly.

REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources - Wildlife Resources Section  
**2023 Year Model Tractor Implements-REBID**

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- 3.1.9.6 Must have a pressure head assembly of at least 100 PSI.
- 3.1.9.7 Must have pressure regulator for by-pass and agitation.
- 3.1.9.8 Must have manual valves for boom or nozzle control.
- 3.1.9.9 Must have Category 2 lift pins.
- 3.1.9.10 Must have a 100 PSI liquid pressure gauge.
- 3.1.9.11 Must have an eight (8) roller pump with quick coupler.
- 3.1.9.12 Must have Hypro Boom Extender Boom less nozzles with at least 36 ft. coverage.
- 3.1.9.13 Must have a minimum of 25 ft. of 3/8-inch rubber hose, gun holder and hose wrap, #18 boomless tip which covers a minimum of 20 ft.
- 3.1.9.14 Must be able to be operated by a 75 to 115hp tractor.
- 3.1.10 Cone Fertilizer Spreader, King Kutter Model S-400-P or equal.**
  - 3.1.10.1 Must have a polyethylene or non-metallic hopper with a minimum capacity of 800 lbs. of material.
  - 3.1.10.2 Must have a PTO shaft and operate at 540 RPM.
  - 3.1.10.3 Must have ASAE Category 1 lift pins.
  - 3.1.10.4 Must have a steel frame.
  - 3.1.10.5 Must have adjustable stainless-steel fins that adjust to spread a pattern 90 degrees to the right, 90 degrees to the left or 180 degrees behind the tractor.
  - 3.1.10.6 Must have an agitator.

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Page:** Vendor should complete the Pricing Page by including price per line item that includes shipping and delivery fees. 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.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources - Wildlife Resources Section  
**2023 Year Model Tractor Implements-REBID**

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**4.3 Submitting an “Equal Brand” Bid:** Vendor’s submitting a bid for an “Equal Brand” item, **must** satisfying **all** corresponding specifications contained under Item 3.1. Brand, Make and Model Number **must** be included with their bid submission. *Vendor MUST provide technical brochure or specification sheet, for all equivalent bid items, which address how product meets each individual specification with their submitted bid response.* Failure to comply will result in their bid being rejected.

**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 Items within one hundred eighty (180) calendar days after receiving purchase order. Contract Item delivery schedule shall be, one (1) unit per WMA as shown below, see Attachment A for complete address. Contact information shall be available after the contract has been awarded.

**Item 3.1.1: 8’ Back Blade**

Little Kanawha WMA (*at Palestine Game Storage*) • Elizabeth WV

**Item 3.1.2: Cultipacker 8’**

Beech Fork WMA • Lavalette WV

**Item 3.1.3: Cultipacker 12’**

South Branch WMA • Moorefield WV

**Item 3.1.4: Offset Disc**

Elk River WMA • Sutton WV

Frozen Camp WMA • LeRoy WV

Hughes River WMA (*at Palestine Game Storage*) • Elizabeth WV

Rimel/Handley WMA • Marlinton WV

Sleepy Creek WMA • Hedgesville WV

**Item 3.1.5: Disk Harrow 8’ Wide**

Lewis Wetzel WMA • Jacksonburg WV

Shenandoah WMA • Brandywine WV

**Item 3.1.6: 6’ Rotary Cutter**

Allegheny WMA • Kirby WV

McClintic WMA • Point Pleasant WV

Potomac WMA • Circleville WV

Short Mountain WMA • Kirby WV

**Item 3.1.7: 7’ Rotary Cutter**

Bluestone WMA • Forest Hill WV

Elk River WMA • Sutton WV

Frozen Camp WMA • LeRoy WV

Hughes River WMA (*at Palestine Game Storage*) • Elizabeth WV

Little Kanawha River WMA (*at Palestine Game Storage*) • Elizabeth WV



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**2023 Year Model Tractor Implements-REBID**

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Rimel/Handley WMA • Marlinton WV

**Item 3.1.8: 10'  $\frac{3}{4}$  Flex-Wing Rotary Mower**

Stonewall WMA • Roanoke WV

**Item 3.1.9: Agricultural Sprayer**

Frozen Camp WMA • LeRoy WV

Little Kanawha River WMA (*at Palestine Game Storage*) • Elizabeth WV

**Item 3.1.10: Cone Fertilizer Spreader**

Frozen Camp WMA • LeRoy WV

RD Bailey WMA • Simon WV

Sleepy Creek/Shannondale WMA • Hedgesville WV

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to the Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval from the Chief Procurement Officer.

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items 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 item is 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 returned product shall either be replaced, or the Agency shall receive full credit or a 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 Items in accordance with the requirements contained herein.

**REQUEST FOR QUOTATION**  
West Virginia Division of Natural Resources - Wildlife Resources Section  
**2023 Year Model Tractor Implements-REBID**

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- 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 the 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.

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: Middletown Tractor Sales

Authorized Signature: [Signature] Date: 6-21-2023

State of West Virginia

County of Mason, to-wit:

Taken, subscribed, and sworn to before me this 21<sup>st</sup> day of June, 20 23.

My Commission expires March 8, 20 28.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]



**ATTACHMENT A - WMA Delivery Addresses**  
 West Virginia Division of Natural Resources - Wildlife Resources Section  
**2023 Year Model Tractor Implements**

WMA	Address	City, Zip
<b>Allegheny WMA</b>	2050 Short Mtn. Wildlife Road	Kirby WV 26755
<b>Beech Fork WMA</b>	6800 Fisher Bowen Branch Road	Lavelette WV 25535
<b>Bluestone WMA</b>	64 Office Drive	Forest Hill WV 24935
<b>Elk River WMA</b>	2197 Stoney Creek Road	Sutton WV 26601
<b>Frozen Camp WMA</b>	11136 Spencer Road	LeRoy WV 25252
<b>*Hughes River WMA</b>	<i>Palistine Game Storage, 27 Paddle Fish Lane</i>	Elizabeth WV 26143
<b>Lewis Wetzel WMA</b>	3190 Buffalo Run Road	Jacksonburg WV 26377
<b>*Little Kanawha River WMA</b>	<i>Palistine Game Storage, 27 Paddle Fish Lane</i>	Elizabeth WV 26143
<b>McClintic WMA</b>	1163 Wildlife Road	Point Pleasant WV 25550
<b>Potomac WMA</b>	69 Forest Road 1A	Circleville WV 26804
<b>RD Bailey WMA</b>	1966 Sun Hill Road	Simon WV 24882
<b>Rimel/Handley WMA</b>	2783 Williams River Road	Marlinton WV 24954
<b>Shenandoah WMA</b>	360 Sugar Grovew Road	Brandywine WV 26802
<b>Short Mountain WMA</b>	2050 Short Mtn. Wildlife Road	Kirby WV 26755
<b>Sleepy Creek WMA</b>	1910 Sleepy Creek Road	Hedgesville WV 25427
<b>South Branch WMA</b>	3719 Trough Road	Moorefield WV 26836
<b>Stonewall WMA</b>	180 Old Georgetown Road	Roanoke WV 26447




**EXHIBIT A - PRICING PAGE**

West Virginia Division of Natural Resources - Wildlife Resources Section  
**2023 Year Model Tractor Implements-REBID**

Item No.	Description of 2023 or Current Year Model	Manufacturer and Model for "or equal" bids	Qty	Unit Price	Extended Price
3.1.1	8' Back Blade Frontier RB2308 or equal.	Frontier RB2308 - 8 Ft. Heavy Duty Rear Blade	1	\$4,943.04	\$4,943.04
3.1.2	Cultipacker 8', Tuffline BCP2416 or equal.	TUFLINE BCP2416	1	\$7,218.78	\$7,218.78
3.1.3	Cultipacker 12', Tuffline BCP3616 or equal.	TUBELINE BCP3616	1	\$10,137.63	\$10,137.63
3.1.4	Offset Disc, Tuffline Model 38/91624 or equal.	Tuffline 2391624	5	\$16,262.56	\$81,312.80
3.1.5	Disk Harrow 8' Wide, Frontier DH1296 or equal.	Frontier TM1292 - Tandem Disk Harrow	2	\$8,962.76	\$17,925.52
3.1.6	6' Rotary Mower, John Deere RC6R or equal.	JOHN DEERE RC6R Lift Type Rotary Cutter	4	\$7,102.44	\$28,409.76
3.1.7	7' Rotary Mower, John Deere RC7R or equal.	JOHN DEERE RC7R Lift Type Rotary Cutter	6	\$9,023.30	\$54,139.80
3.1.8	10' 3/4 Flex-Wing Rotary Mower, John Deere FC10R or equal.	JOHN DEERE FC10R Flex Wing Rotary Cutter	1	\$25,074.65	\$25,074.65
3.1.9	Agricultural Sprayer, Ag Spray 5302389-BLU or equal.	AG SPRAY 5302389-BLU	2	\$4,436.51	\$8,873.02
3.1.10	Cone Fertilizer Spreader, King Kutter Model S-400-P or equal.	BELCO SSP500	3	\$1,158.43	\$3,475.29
<b>TOTAL BID AMOUNT</b>					<b>\$241,510.29</b>

**Middletown Tractor Sales**

Vendor \_\_\_\_\_ Date **6-21-2023**  
  
 Authorized Agent Signature

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR23\*29

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 checked="" 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

**07-12-2023**

Date

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