



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

## Solicitation

NUMBER

DNR213097

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET  
304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE



6777 MERRITTS CREEK ROAD  
HUNTINGTON, WV 25702

DIVISION OF NATURAL RESOURCES  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED

04/09/2013

BID OPENING DATE:

05/01/2013

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUEST FOR QUOTATION (RFQ)		
				THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCE (WVDNR), IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH FOUR (4) DIESEL FARM TRACTORS WITH FRONT END LOADER AND BUCKETS PER THE ATTACHED TERMS & CONDITIONS AND SPECIFICATIONS.		
0001	1	LS		020-89	28732.88	28732.88
				65HP DIESEL FARM TRACTOR WITH FRONT LOADER/BUCKET		
				WV. DIVISION OF NATURAL RESOURCES CHEAT WMA HEADQUARTERS HUTTONSVILLE (RANDOLPH COUNTY), WV.		
0002	1	LS		020-89	28732.88	28732.88
				65HP DIESEL FARM TRACTOR WITH FRONT LOADER/BUCKET		
				WV. DIVISION OF NATURAL RESOURCES BEECH FORK WMA HEADQUARTERS WAYNE (WAYNE COUNTY), WV.		

05/08/13 01:16:51 PM  
West Virginia Purchasing Division

SIGNATURE *Dawn Mills* TELEPHONE 304 736 2120 DATE 5/8/13  
TITLE *Manager* FEIN 34-1800484 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

## Solicitation

NUMBER

DNR213097

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET  
304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

**SPRINGPORT**

6777 MERRITT'S CREEK ROAD  
HUNTINGTON, WV 25702

DIVISION OF NATURAL RESOURCES  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED

04/09/2013

BID OPENING DATE:

05/01/2013

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0003	1	LS		020-89	29975.83	29975.83
				75HP DIESEL FARM TRACTOR WITH FRONT LOADER/BUCKET		
				WV. DIVISION OF NATURAL RESOURCES USFS RANGER STATION OFFICE WHITE SULPHUR SPRINGS (GREENBRIER COUNTY), WV.		
0004	1	LS		020-89	29110.28	29110.28
				65HP DIESEL FARM TRACTOR WITH FRONT LOADER/BUCKET		
				WV. DIVISION OF NATURAL RESOURCES SOUTH BRANCH WMA, DISTRICT 2 DNR OFFICE ROMNEY (HAMPSHIRE COUNTY), WV.		
***** THIS IS THE END OF RFQ DNR213097 ***** TOTAL:						116551.87

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening.

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

April 22, 2013 at 1:00PM. EST

Submit Questions to:

Guy Nisbet, Senior Buyer

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304.558.3970

Email: Guy.L.Nisbet@WV.Gov.

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130



The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_  
 SOLICITATION NO.: \_\_\_\_\_  
 BID OPENING DATE: \_\_\_\_\_  
 BID OPENING TIME: \_\_\_\_\_  
 FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus   convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical  
☒ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

**Bid Opening Date and Time:**

May 01, 2013 at 1:30 PM. EST.

**Bid Opening Location:**

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 P.O. Box 50130,  
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on

and extends for a period of  year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to  successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- ☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within  days.
- ☒ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- ☐ **Other:** See attached.



4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
  - ☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - ☒ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
  - ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☐ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

- ☐ **Commercial General Liability Insurance:**

or more.

- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

☐

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or



other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.



- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.



**50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- ☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION  
WV DIVISION OF NATURAL RESOURCES  
DNR213097 Four Tractors with Front Loaders/Buckets

---

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Division of Natural Resources is soliciting bids to establish a contract for the one time purchase of four (4) diesel tractors with front loaders/buckets. All items will have minimum one year warranty. This award may be split if it is in the best interest of the Division of Natural Resources.
  
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 "Contract Item" means tractors with front loaders/buckets.
  
  - 2.2 "Pricing Page" means the page upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  
  - 2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as DNR213097.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 Item #1 - One (1) diesel farm tractor with front end loader and bucket with the following specifications. All items must be new (2012 or 2013 model year). Tractor - John Deere Model 5065E or equivalent, Front loader – John Deere Model 553 NSL or equivalent.
      - 3.1.1.1 Must have a turbocharged 4-cycle engine with minimum of three cylinders.
      - 3.1.1.2 Must have a minimum 65 gross engine horsepower.
      - 3.1.1.3 Must have a minimum 53 PTO horsepower.
      - 3.1.1.4 Must have a mechanical shuttle, synchronized transmission with a minimum of three reverse and nine forward gears.

REQUEST FOR QUOTATION  
WV DIVISION OF NATURAL RESOURCES  
DNR213097 Four Tractors with Front Loaders/Buckets

---

- 3.1.1.5 Must have an implement gear pump with a minimum of 11.4 gpm.
- 3.1.1.6 Must have an equipped, lever-controlled second rear remote valve.
- 3.1.1.7 Must have an open operator's station.
- 3.1.1.8 Must have flexible link arms.
- 3.1.1.9 Must be equipped with an engine block heater.
- 3.1.1.10 Must have a 4-WD (mechanical front wheel drive) front axle.
- 3.1.1.11 Must be equipped with, foldable rollover protection structure.
- 3.1.1.12 Must have the following type tires: general farming – rear; minimum: 16.9 - 28;R1, front; minimum: 9.5-24;R1 or equivalent for tractor with front loader.
- 3.1.1.13 Must be equipped with a drawbar clevis.
- 3.1.1.14 Must be equipped with a grill guard.
- 3.1.1.15 Must have an equipped front loader with general purpose bucket and meet the following specifications:
  - 3.1.1.15.1 Must have a free-standing quick attachment system, for loader frame and bucket.
  - 3.1.1.15.2 Must have a minimum front loader lift capacity of 3,100 lbs. with a minimum front loader lift height of 122".
  - 3.1.1.15.3 Must have a general purpose style bucket (minimum of 72" in width and maximum of 78" in width.
  - 3.1.1.15.4 Must have a joystick control with two open center mid-mounted loader valves.

REQUEST FOR QUOTATION  
 WV DIVISION OF NATURAL RESOURCES  
 DNR213097 Four Tractors with Front Loaders/Buckets

---

3.1.1.16 Bid shall include delivery of product by June 1, 2013, as outlined in condition 6.1 listed below.

3.1.2 Item #2 - One (1) diesel farm tractor with front end loader and bucket with the following specifications. All items must be new (2012 or 2013 model year). Tractor - John Deere Model 5065E or equivalent, Front loader - John Deere Model 553 NSL or equivalent.

3.1.2.1 Must have a turbocharged 4-cycle engine with minimum of three cylinders.

3.1.2.2 Must have a minimum 65 gross engine horsepower.

3.1.2.3 Must have a minimum 53 PTO horsepower.

3.1.2.4 Must have a mechanical shuttle, synchronized transmission with a minimum of three reverse and nine forward gears.

3.1.2.5 Must have an implement gear pump with a minimum of 11.4 gpm.

3.1.2.6 Must have an equipped, lever-controlled second rear remote valve.

3.1.2.7 Must have an open operator's station.

3.1.2.8 Must have flexible link arms.

3.1.2.9 Must be equipped with an engine block heater.

3.1.2.10 Must have a 4-WD (mechanical front wheel drive) front axle.

3.1.2.11 Must be equipped with foldable rollover protection structure.

3.1.2.12 Must have the following type tires: general farming - rear; minimum: 16.9 - 28;R1, front; minimum: 9.5-24;R1 or equivalent for tractor with front loader.

3.1.2.13 Must be equipped with a drawbar clevis.

3.1.2.14 Must be equipped with a grill guard.



REQUEST FOR QUOTATION  
WV DIVISION OF NATURAL RESOURCES  
DNR213097 Four Tractors with Front Loaders/Buckets

---

- 3.1.2.15 Must have an equipped front loader with general purpose bucket and meet the following specifications:
- 3.1.2.15.1 Must have a free-standing quick attachment system, for loader frame and bucket.
  - 3.1.2.15.2 Must have a minimum front loader lift capacity of 3,100 lbs. with a minimum front loader lift height of 122".
  - 3.1.2.15.3 Must have a general purpose style bucket (minimum of 72" in width and maximum of 78" in width).
  - 3.1.2.15.4 Must have a joystick control with two open center mid-mounted loader valves.
- 3.1.2.16 Bid shall include delivery of product by June 1, 2013, as outlined in condition 6.1 listed below.
- 3.1.3 Item #3 - Diesel farm tractor with front end loader and bucket with the following specifications. All items must be new (2012 or 2013 model year). Tractor - John Deere Model 5075E or equivalent, Front loader/bucket - John Deere Model 553 NSL or equivalent.
- 3.1.3.1 Must have a turbocharged 4-cycle engine with minimum of three cylinders.
  - 3.1.3.2 Must have a minimum 75 gross engine horsepower.
  - 3.1.3.3 Must have a minimum 61 PTO horsepower.
  - 3.1.3.4 Must have a mechanical shuttle, synchronized transmission with a minimum of three reverse and nine forward gears.
  - 3.1.3.5 Must have an implement gear pump with a minimum flow of 15 gpm.
  - 3.1.3.6 Must have an equipped, lever-controlled second rear remote valve.
  - 3.1.3.7 Must have an open operator's station.

REQUEST FOR QUOTATION  
WV DIVISION OF NATURAL RESOURCES  
DNR213097 Four Tractors with Front Loaders/Buckets

---

- 3.1.3.8 Must have a 4-WD (mechanical front wheel drive) front axle.
- 3.1.3.9 Must be equipped with foldable rollover protection structure.
- 3.1.3.10 Must have the following type tires: general farming – rear; minimum: 16.9 - 30;R1, front; minimum: 9.5-24;R1 or equivalent for tractor with front loader.
- 3.1.3.11 Must be equipped with a drawbar clevis.
- 3.1.3.12 Must be equipped with a grill guard.
- 3.1.3.13 Must have a hard canopy over operators station.
- 3.1.3.14 Must be equipped with an engine block heater.
- 3.1.3.15 Must have an equipped front loader with general purpose bucket and meet the following specifications:
  - 3.1.3.15.1 Must have a free-standing quick attachment system, for loader frame and bucket.
  - 3.1.3.15.2 Must have a minimum front loader lift capacity of 3,100 lbs. with a minimum front loader lift height of 122".
  - 3.1.3.15.3 Must have a general purpose style bucket (minimum of 72" in width and max. of 78" in width.
  - 3.1.3.15.4 Must have a joystick control with two open center mid-mounted loader valves.
- 3.1.3.16 Bid shall include delivery of product by June 1, 2013, as outlined in condition 6.1 listed below.
- 3.1.4 Item #4 - Diesel farm tractor with front end loader/bucket with the following specifications. All items must be new (2012 or 2013 model year). Tractor - John Deere Model 5065E or equivalent, Front loader – John Deere Model 553 NSL or equivalent and hard fiberglass canopy.

REQUEST FOR QUOTATION  
WV DIVISION OF NATURAL RESOURCES  
DNR213097 Four Tractors with Front Loaders/Buckets

---

- 3.1.4.1 Must have a turbocharged 4-cycle engine with minimum of three cylinders.
- 3.1.4.2 Must have a minimum 65 gross engine horsepower.
- 3.1.4.3 Must have a minimum 53 PTO horsepower.
- 3.1.4.4 Must have a mechanical shuttle, synchronized transmission with a minimum of three reverse and nine forward gears.
- 3.1.4.5 Must have an implement gear pump with a minimum of 11.4 gpm.
- 3.1.4.6 Must have an equipped, lever-controlled second rear remote valve.
- 3.1.4.7 Must have an open operator's station.
- 3.1.4.8 Must have flexible link arms.
- 3.1.4.9 Must be equipped with an engine block heater.
- 3.1.4.10 Must have a 4-WD (mechanical front wheel drive) front axle.
- 3.1.4.11 Must be equipped with foldable rollover protection structure.
- 3.1.4.12 Must have the following type tires: general farming – rear; minimum: 16.9 - 28;R1, front; minimum: 9.5-24;R1 or equivalent for tractor with front loader.
- 3.1.4.13 Must be equipped with a drawbar clevis.
- 3.1.4.14 Must be equipped with a grill guard.
- 3.1.4.15 Must be equipped with a hard fiberglass canopy top.
- 3.1.4.16 Must have an equipped front loader with general purpose bucket and meet the following specifications:
  - 3.1.4.16.1 Must have a free-standing quick attachment system, for loader frame and bucket.

REQUEST FOR QUOTATION  
WV DIVISION OF NATURAL RESOURCES  
DNR213097 Four Tractors with Front Loaders/Buckets

---

3.1.4.16.2 Must have a minimum front loader lift capacity of 3,100 lbs. with a minimum front loader lift height of 122".

3.1.4.16.3 Must have a general purpose style bucket (minimum of 72" in width and maximum of 78" in width.

3.1.4.16.4 Must have a joystick control with two open center mid-mounted loader valves.

3.1.4.16 Bid shall include delivery of product by June 1, 2013, as outlined in condition 6.1 listed below.

#### 4. CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agencies 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 cost for each item as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by including price per line item that includes delivery charges. 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.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

#### 5. PAYMENT:

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

REQUEST FOR QUOTATION  
WV DIVISION OF NATURAL RESOURCES  
DNR213097 Four Tractors with Front Loaders/Buckets

---

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 30 working days (or by June 1, 2013, whichever comes first) after receiving a purchase order. Contract Items must be delivered to Agency the following locations:

**6.1.1 Item #1** WV Division of Natural Resources, Cheat WMA Headquarters, Huttonsville, WV (Randolph County); Contact person: Shawn Head (304-637-0245).

**6.1.2 Item #2** WV Division of Natural Resources, Beech Fork WMA Headquarters, Wayne, WV (Wayne County); Contact person: Kem Shaw (304-675-0871).

**6.1.3 Item #3** WV Division of Natural Resources, USFS Ranger Station Office, White Sulphur Springs, WV (Greenbrier County); Contact person: Todd Dowdy (304-256-6947).

**6.1.4 Item #4** WV Division of Natural Resources, South Branch WMA, District 2 DNR Office, Romney WV (Hampshire County); Contact person: Rich Rogers (304-822-3551).

**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 an 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 of the Purchasing Division.

**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 items are 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



REQUEST FOR QUOTATION  
WV DIVISION OF NATURAL RESOURCES  
DNR213097 Four Tractors with Front Loaders/Buckets

---

shall either be replaced, or the Agency shall receive a full credit or 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 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.

DNR213097 WV DIVISION OF NATURAL RESOURCES  
PRICING PAGE  
EXHIBIT A

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	4WD, 65-HP tractor with front end loader and bucket	28732.88	28732.88
2	1	4WD, 65-HP tractor with front end loader and bucket	28732.88	28732.88
3	1	4WD, 75-HP tractor with front end loader and bucket	29975.83	29975.83
4	1	4WD, 65-HP tractor with front end loader/bucket, and fiberglass canopy	29110.28	29110.28

Note: Delivery must be made within thirty (30) days of purchase order award.

Each line item must include delivery charges to the designated areas listed below.

Items are to be delivered to the following locations:

Item #1

WV Division of Natural Resources  
Cheat WMA Headquarters  
Huttonsville, WV (Randolph County)  
Contact Shawn Head (304-637-0245) for delivery information

Item #2

WV Division of Natural Resources  
Beech Fork WMA Headquarters  
Wayne, WV (Wayne County)  
Contact Kem Shaw (304-675-0871) for delivery information

Item #3

WV Division of Natural Resources  
USFS Ranger Station Office  
White Sulphur Springs, WV (Greenbrier County)  
Contact Todd Dowdy (304-256-6947) for delivery information

Item #4

WV Division of Natural Resources  
South Branch WMA  
District 2 DNR Office  
Romney, WV (Hampshire County)  
Contact Rich Rogers (304-822-3551) for delivery information

DNR213097 WV DIVISION OF NATURAL RESOURCES  
MANUFACTURER'S PAGE  
FY2013 Tractors

Please complete the below information concerning the brand(s) of equipment being bid in relation to this project. If bidding "or equal" brands, please attach manufacturer's literature documenting that it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the Request for Quotation.

ITEM NO.	EQUIPMENT	MANUFACTURER	MODEL
1	Diesel farm tractor with front end loader and bucket	John Deere	5065E 553 NSL
2	Diesel farm tractor with front end loader and bucket	John Deere	5065E 553 NSL
3	Diesel farm tractor with front end loader and bucket	John Deere	5075E 553 NSL
4	Diesel farm tractor with front end loader/bucket	John Deere	5065E 553 NSL

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Bridgeport Equipment  
(Company)

David Mills  
(Authorized Signature)

DAVID MILLS MANAGER  
(Representative Name, Title)

(304) 7362120      304 302 2301  
(Phone Number)      (Fax Number)

5/8/13  
(Date)



Rev. 07/12

## 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 Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 \_\_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; 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 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who 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 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% resident 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% resident vendor preference for the reason checked:**  
 \_\_\_\_\_ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident 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% resident 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% resident 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) reject the bid; 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.

Under penalty of law for false swearing (**West Virginia Code**, §61-5-3), 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: BET

Signed: [Signature]

Date: 5/8/13

Title: MAWAGER



RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**MANDATE:** 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 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:**

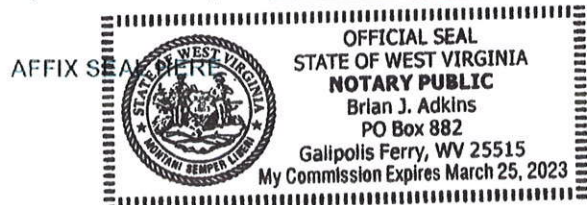
Vendor's Name: Bridgeport Equipment & Tool  
Authorized Signature: [Signature] Date: 5/8/13

State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 8 day of May, 2013.

My Commission expires 3/25/2023, 20  .



NOTARY PUBLIC

[Signature]  
Purchasing Affidavit (Revised 07/01/2012)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** DNR213097

**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.

Bridgmont Equipment  
 Company  
Dan Miller  
 Authorized Signature  
5/8/13  
 Date

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





State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

## Solicitation

NUMBER

DNR213097

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET  
304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
R

**BRIDGEPORT**  
6777 MERRITT'S CREEK ROAD  
HUNTINGTON, WV 25702

S  
H  
I  
P  
T  
O

DIVISION OF NATURAL RESOURCES  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED

04/29/2013

BID OPENING DATE:

05/08/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADDENDUM FOR THE PURCHASE OF FARM TRACTORS FOR THE (WVDNR) ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATION TO THE VENDOR COMMUNITY AS ATTACHED.						
0001	1	LS		020-89	28732.88	28732.88
				65HP DIESEL FARM TRACTOR WITH FRONT LOADER/BUCKET		
0002	1	LS		020-89	28732.88	28732.88
				65HP DIESEL FARM TRACTOR WITH FRONT LOADER/BUCKET		
WV. DIVISION OF NATURAL RESOURCES BEECH FORK WMA HEADQUARTERS WAYNE (WAYNE COUNTY), WV.						
0003	1	LS		020-89	29975.83	29975.83
				75HP DIESEL FARM TRACTOR WITH FRONT LOADER/BUCKET		
WV. DIVISION OF NATURAL RESOURCES USFS RANGER STATION OFFICE WHITE SULPHUR SPRINGS (GREENBRIER COUNTY), WV.						

SIGNATURE

*Drew Nisbet*

TELEPHONE

304 736 2120

DATE

5/8/13

TITLE

MANAGER

FEIN

341800484

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

## Solicitation

NUMBER
DNR213097

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

RFQ COPY  
TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
R

**LEITCH OPTIC**  
6776 MERRITT CREEK ROAD  
HUNTINGTON, WV 25702

S  
H  
I  
P  
T  
O

DIVISION OF NATURAL RESOURCES  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED
04/29/2013

BID OPENING DATE:

05/08/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	1	LS		020-89	29110.28	29110.28
65HP DIESEL FARM TRACTOR WITH FRONT LOADER/BUCKET						
WV. DIVISION OF NATURAL RESOURCES SOUTH BRANCH WMA, DISTRICT 2 DNR OFFICE ROMNEY (HAMPSHIRE COUNTY), WV.						
***** THIS IS THE END OF RFQ DNR213097 ***** TOTAL:						116551.87

SIGNATURE	TELEPHONE	DATE
<i>Dee Mills</i>	304 736 2120	5/8/13
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Manager</i>	341800484	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



SOLICITATION NUMBER: DNR213097  
Addendum Number: No.1

---

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") 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 for the purchase of farm tractors for the WVDNR is issued to distribute the following information to the vendor community as attached.

1. Bid opening change from: May 01, 2013  
to: May 08, 2013
2. Attachment of Vendor questions and Agency response to the questions.
3. 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

## Farm Tractors

DNR213097

### Questions and Agency Responses

- Q. 1.) 3.1.1.5-Must have an implement gear pump with a minimum of 11.4 g.p.m.  
Please take into consideration that the JD5056E has a g.m.p. rating of 11.4 however, the engine rating is 2400 r.p.m., the Massey Ferguson 2635 has a g.m.p. of 11.2 but the r.p.m.'s are only at 2200. We are asking that the g.p.m. be reduced to 11.0 since the engine r.p.m.'s will change the pump rating.
- A.1. Due to the difference in the r.p.m. rating, we would be agreeable to modify the g.m.p rating to a minimum of 11.2 g.m.p.
- Q. 2.) 3.1.3.2 The minimum horsepower rating is 75. The JD5065E has a rating of 75HP on the engine and the Massey Ferguson 2635 is 74HP, but again please take into consideration that the r.p.m.'s will again make all the difference. We are asking that the engine horsepower be reduced to 74.
- A.2. I assume they are referring to the JD5075E (not the JD5065E) which has a minimum horsepower rating of 75HP. Tractors bid must meet the minimum horsepower of 75HP.
- Q. 3.) 3.1.3.3 The JD PTO horsepower is 61, the MF is 60 horsepower with independent PTO and 62 with live PTO. We are asking that this requirement be changed to 60 PTO Horsepower because again the engine r.p.m.'s are the factor.
- A.3. The horsepower of 62 with live PTO is acceptable.
- Q.4.) 3.1.3.5 Implement gear pump with minimum flow of 15 g.p.m. The JD5075E has a gear pump with g.p.m. of 11.4. (this information is misstated in the bid because it gives the rating as 15 g.p.m.) We are asking that this rating be changed to 11.0 g.p.m. again due to the engine r.p.m.'s
- A.4. The request for quotations erroneously included the incorrect specification for the JD5075E tractor. Due to the difference in the r.p.m. rating, we would be agreeable to modify the g.m.p rating to 11.2 g.m.p.
- Q.5.) 3.13.10 Required rear tire size 16.9-30 The standard tire size on most tractors this size is 16.9-28, after checking this is also the standard size given in literature for the JD5075E. We are asking that tire size requirements be changed to 16.9-28.
- A.5. The request for quotations erroneously included the incorrect specification for the JD5075E tractor. The tire size of 16.9-28 reflects the appropriate specification and therefore would be acceptable.

Q.6.) My tractor meets the required minimum horsepower rating of 65 gross engine horsepower but it is not turbocharged does this keep me from submitting a bid?

A.6. Specifications list that the tractor has a turbocharged engine, therefore tractors must meet this requirement.

**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.

Bridgeport  
 Company  
Quw Miller  
 Authorized Signature  
3/8/13  
 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
 Revised 6/8/2012



Quote Id: 8054295

---

**Prepared For:**

**STATE OF WEST VIRGINIA**

**Prepared By: David A Mills**

**BRIDGEPORT EQUIPMENT & TOOL**

**6777 MERRITTS CREEK ROAD**

**HUNTINGTON, WV 25702**

**Phone: 304-736-2120**

**Mobile Phone: 740-645-6650**

**Fax: 304-302-2300**

**Work Email: [dmills@bridgeportequip.com](mailto:dmills@bridgeportequip.com)**

**Date: May 08, 2013**

**Offer Expires: May 31, 2013**

Quote Id: 8054295

**Quote Summary**

<b>Prepared For:</b> STATE OF WEST VIRGINIA , WV	<b>Prepared By:</b> David A Mills BRIDGEPORT EQUIPMENT & TOOL 6777 MERRITTS CREEK ROAD HUNTINGTON, WV 25702 Phone: 304-736-2120 Mobile: 740-645-6650 dmills@bridgeportequip.com	<b>Quote Id:</b> 8054295 <b>Created On:</b> May 08, 2013 <b>Last Modified On:</b> May 08, 2013 <b>Expiration Date:</b> May 31, 2013
--	--	--

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 553 Standard Loader	\$ 6,342.24	\$ 4,538.37 X	1 =	\$ 4,538.37
JOHN DEERE (MY2012) 5075E Utility Tractor	\$ 31,713.96	\$ 25,437.46 X	1 =	\$ 25,437.46
JOHN DEERE (MY2012) 5065E Utility Tractor	\$ 30,129.71	\$ 24,194.51 X	1 =	\$ 24,194.51
JOHN DEERE (MY2012) 5065E Utility Tractor	\$ 30,607.11	\$ 24,571.91 X	1 =	\$ 24,571.91
<b>Equipment Total</b>				<b>\$ 78,742.25</b>

**Quote Summary**

Equipment Total	\$ 78,742.25
SubTotal	\$ 78,742.25
Total	\$ 78,742.25
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 78,742.25</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



# Selling Equipment

Quote Id: 8054295

*LOAOKN for all 4 bids*

JOHN DEERE 553 Standard Loader				
Hours:		Suggested List		
Stock Number:		\$ 6,342.24		
		Selling Price		
		\$ 4,538.37		
Code	Description	Qty	Unit	Extended
2451P	553 Standard Loader	1	\$ 5,780.00	\$ 5,780.00
Standard Options - Per Unit				
0595	Custom Configuration	1	\$ 0.00	\$ 0.00
1017	Mounting Frame	1	\$ 0.00	\$ 0.00
2000	2 Function Hoses and Couplers	1	\$ 0.00	\$ 0.00
4095	Less Ballast Box	1	\$ 0.00	\$ 0.00
7010	John Deere 500 Attachment Carrier	1	\$ 0.00	\$ 0.00
8425	73 In. (1850 mm) General Purpose Bucket (JD Carrier)	1	\$ 118.00	\$ 118.00
9014	Hood Guard	1	\$ 236.00	\$ 236.00
Standard Options Total				\$ 354.00
Other Charges				
	Freight	1	\$ 208.24	\$ 208.24
Other Charges Total				\$ 208.24
Suggested Price				\$ 6,342.24
Customer Discounts				
Customer Discounts Total			\$ -1,803.87	\$ -1,803.87
Total Selling Price				\$ 4,538.37

*Traction Bid 3*

JOHN DEERE (MY2012) 5075E Utility Tractor				
Hours:		Suggested List		
Stock Number:		\$ 31,713.96		
		Selling Price		
		\$ 25,437.46		
Code	Description	Qty	Unit	Extended
1751LV	(MY2012) 5075E Utility Tractor	1	\$ 22,698.00	\$ 22,698.00
Standard Options - Per Unit				
0200	North America	1	\$ 0.00	\$ 0.00
0402	English Operators Manual and Decal Kit	1	\$ 0.00	\$ 0.00
1240	4 Wheel Drive	1	\$ 4,945.00	\$ 4,945.00
3520	Dual Mid Valves with Joystick Control	1	\$ 1,049.00	\$ 1,049.00





# Selling Equipment

Quote Id: 8054295

5050	16.9-28 In. 6PR R1 Bias	1	\$ 0.00	\$ 0.00
6140	9.5-24 In. 6PR R1 Bias	1	\$ 558.00	\$ 558.00
<b>Standard Options Total</b>				<b>\$ 6,552.00</b>
<b>Dealer Attachments</b>				
LV150155	Engine Coolant Heater Kit (3 Cyl.)	1	\$ 90.20	\$ 90.20
RE39829	Drawbar Clevis Kit (Hammer Strap) - Straight Drawbar	1	\$ 268.49	\$ 268.49
DE19487	Left Hand Telescopic Draft Link	1	\$ 399.71	\$ 399.71
DE19486	Right Hand Telescopic Draft Link	1	\$ 399.86	\$ 399.86
LVB25771	Second Rear SCV with Detented Float and Lever Control	1	\$ 733.70	\$ 733.70
LVB25334	Canopy - Standard	1	\$ 572.00	\$ 572.00
<b>Dealer Attachments Total</b>				<b>\$ 2,463.96</b>
<b>Suggested Price</b>				<b>\$ 31,713.96</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -6,276.50</b>	<b>\$ -6,276.50</b>
<b>Total Selling Price</b>				<b>\$ 25,437.46</b>

*Tractor Bids 1 & 2*

## JOHN DEERE (MY2012) 5065E Utility Tractor

Hours:

Stock Number:

**Suggested List**

\$ 30,129.71

**Selling Price**

\$ 24,194.51

Code	Description	Qty	Unit	Extended
1741LV	(MY2012) 5065E Utility Tractor	1	\$ 20,251.00	\$ 21,263.55
<b>Standard Options - Per Unit</b>				
0200	North America	1	\$ 0.00	\$ 0.00
0402	English Operators Manual and Decal Kit	1	\$ 0.00	\$ 0.00
1240	4 Wheel Drive	1	\$ 5,192.25	\$ 5,192.25
3520	Dual Mid Valves with Joystick Control	1	\$ 1,101.45	\$ 1,101.45
5050	16.9-28 In. 6PR R1 Bias	1	\$ 0.00	\$ 0.00
6140	9.5-24 In. 6PR R1 Bias	1	\$ 585.90	\$ 585.90
<b>Standard Options Total</b>				<b>\$ 6,879.60</b>
<b>Dealer Attachments</b>				
RE39829	Drawbar Clevis Kit (Hammer Strap) - Straight Drawbar	1	\$ 281.91	\$ 281.91
LV150155	Engine Coolant Heater Kit (3 Cyl.)	1	\$ 94.71	\$ 94.71
DE19487	Left Hand Telescopic Draft Link	1	\$ 419.70	\$ 419.70
DE19486	Right Hand Telescopic Draft Link	1	\$ 419.85	\$ 419.85



JOHN DEERE

## Selling Equipment

Quote Id: 8054295

LVB25771	Second Rear SCV with Detented Float and Lever Control	1	\$ 770.39	\$ 770.39
<b>Dealer Attachments Total</b>				<b>\$ 1,986.56</b>
<b>Suggested Price</b>				<b>\$ 30,129.71</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -5,935.20</b>	<b>\$ -5,935.20</b>
<b>Total Selling Price</b>				<b>\$ 24,194.51</b>

Tractor Bid 4

## JOHN DEERE (MY2012) 5065E Utility Tractor

Hours:

Stock Number:

Suggested List

\$ 30,607.11

Selling Price

\$ 24,571.91

Code	Description	Qty	Unit	Extended
1741LV	(MY2012) 5065E Utility Tractor	1	\$ 20,251.00	\$ 21,263.55
<b>Standard Options - Per Unit</b>				
0200	North America	1	\$ 0.00	\$ 0.00
0402	English Operators Manual and Decal Kit	1	\$ 0.00	\$ 0.00
1240	4 Wheel Drive	1	\$ 5,192.25	\$ 5,192.25
3520	Dual Mid Valves with Joystick Control	1	\$ 1,101.45	\$ 1,101.45
5050	16.9-28 In. 6PR R1 Bias	1	\$ 0.00	\$ 0.00
6140	9.5-24 In. 6PR R1 Bias	1	\$ 585.90	\$ 585.90
<b>Standard Options Total</b>				<b>\$ 6,879.60</b>
<b>Dealer Attachments</b>				
LV150155	Engine Coolant Heater Kit (3 Cyl.)	1	\$ 90.20	\$ 90.20
RE39829	Drawbar Clevis Kit (Hammer Strap) - Straight Drawbar	1	\$ 268.49	\$ 268.49
DE19487	Left Hand Telescopic Draft Link	1	\$ 399.71	\$ 399.71
DE19486	Right Hand Telescopic Draft Link	1	\$ 399.86	\$ 399.86
LVB25771	Second Rear SCV with Detented Float and Lever Control	1	\$ 733.70	\$ 733.70
LVB25334	Canopy - Standard	1	\$ 572.00	\$ 572.00
<b>Dealer Attachments Total</b>				<b>\$ 2,463.96</b>
<b>Suggested Price</b>				<b>\$ 30,607.11</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -6,035.20</b>	<b>\$ -6,035.20</b>
<b>Total Selling Price</b>				<b>\$ 24,571.91</b>





JOHN DEERE

# Selling Equipment

Quote Id: 8054295

---

# 5D • 5E Utility Tractors

45 – 101 Horsepower Utility Tractors



Born to work





## **Heat, dust, sweat, cold, rain, mud;**

it's all part of the John Deere story. Part of a long, rich history of working the land. It's a teacher. And everything we've learned has made each generation of John Deere equipment better than the last. Made it run stronger, smarter, and longer. It's all part of a legacy. . A 175-year story told by early mornings, long days, and an enduring commitment to building quality tools... that were born to work.

Introducing the newest generation of rugged, reliable utility tractors - the John Deere 5D and 5E Series - with more options, more power, and more versatility than ever before. Read on to learn more, then stop by your John Deere dealer for a demonstration.





## CONTENTS

Introduction .....	2-3
5E Series .....	4-11
5D Series .....	12-14
Attachments / Frontier / Loaders.....	15-17
Specifications.....	18-19

### The 5D • 5E Series

Model	Engine HP	PTO HP*
5045D	45	37
5055D	55	45
5045E	45	37
5055E	55	45
5065E	65	53
5075E	75	61
5083E	83	69
5093E	93	79
5101E	101	86

\*5045E, 5055E, 5065E, 5075E PTO horsepower at rated speed with 9F/3R SyncShuttle™ Transmission. 5083E, 5093E, 5101E PTO horsepower at rated speed with 12F/12R PowrReverser™ Transmission



# The new 5E Family **Born to work**

Meet the new 5E Family by John Deere...

Seven models, 45-101 horsepower,

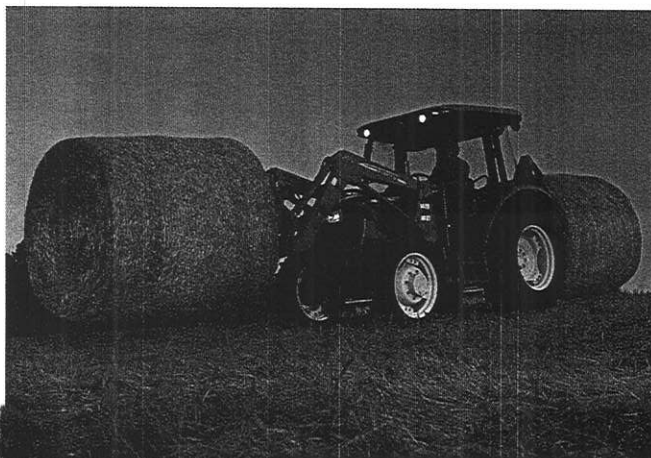
new operator station options,

new transmission options –

redesigned, reimagined...

truly reborn... to work.





Born to work... and work... and work

## Versatile. Powerful. Custom fit.

Heavy-duty lifting and loader work, rotary cutting, snow removal - even in tough weather conditions - from property owners to livestock producers - conquer it all with the new John Deere 5E Series.

The 2013 5E Series is larger than ever before - and has never been more accommodating to the operator's needs. We've integrated the popular "E-Limited" models in to the 5E Series - increasing the top horsepower offering to 101HP (previously 75HP). We've added the option of a 12F/12R PowrReverser™ Transmission for the first time ever in the 5E Series. And, to top it all off, you'll have the choice of an open operator station or climate-controlled cab on the 5055E all the way up through the 5101E.

The power you need, the features you want - all from the company with the strongest heritage in agriculture. Explore the new 5E Series and discover for yourself exactly what it means to be born to work.

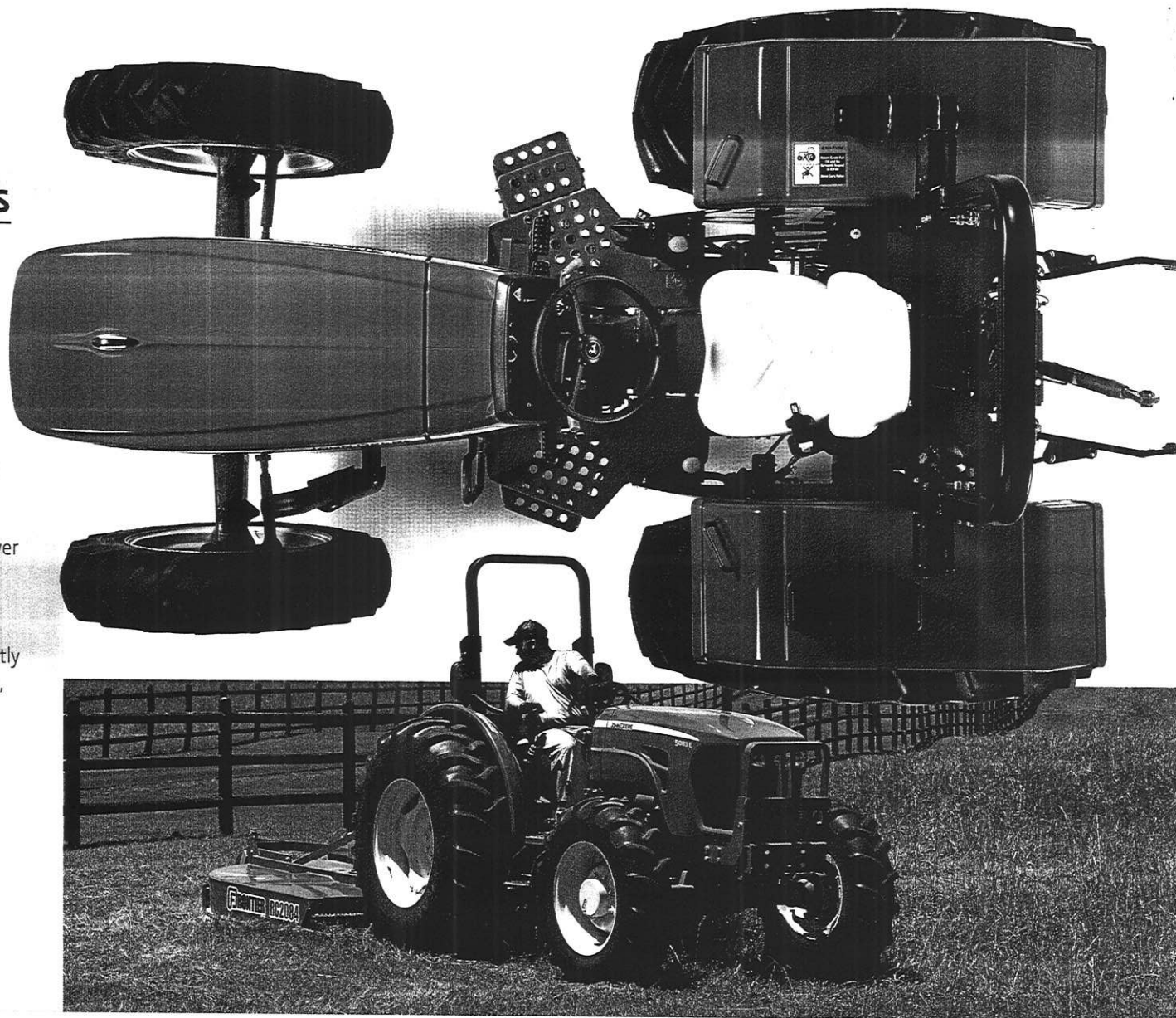
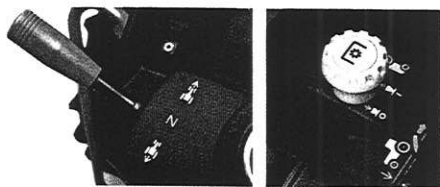


Born to work **without limits**

## Nothing between you and a job well done

The new 5E Series now offers a comfortable open operator station in the 5045E all the way up through the 5101E. What does that mean to you? More flexibility in horsepower - and your budget. Our 83, 93 and 101 horsepower tractors were already a great value, but with the new open operator station option, a higher horsepower John Deere utility tractor is more affordable than ever.

Choose the open operator station and easily gain entry from either the left or right side of the tractor. Conveniently placed controls are always within comfortable reach. Plus, color-coding makes operation easy for even the most inexperienced operator: orange for shifting and throttle, black for hydraulics and yellow for PTO and implements.





Born to work **year round**

## Go ahead. Call the window seat.

New for 2013 is the option of a climate-controlled cab on nearly every 5E Series model. (5055E- 5101E MFWD models only)

From snow removal in the dead of winter, to hundred-degree summer days, the powerful climate-control system will keep you at just the right temperature. Sit comfortably in the factory-installed, cloth-covered ergonomic seat, and enjoy the convenience of the cab layout. Color-coded controls are always within reach. Plus, the built-in console space includes a cup holder and side storage compartment — creating the most comfortable operating experience ever offered in the 5E Series.

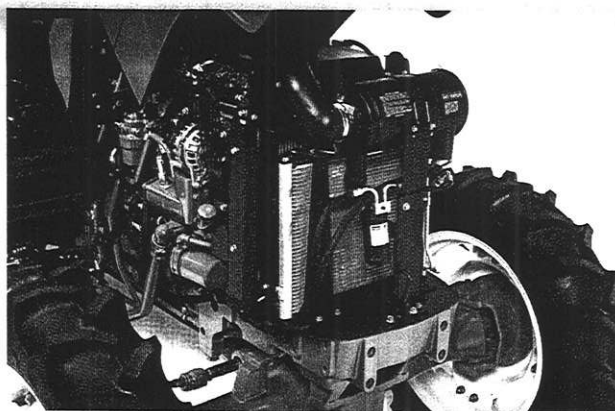




## Born to work **stronger**

## Powerful engineering... from the inside out.

At the heart of every new 5E Series tractor you'll find a powerful yet efficient John Deere PowerTech™ turbo-charged diesel engine. The 3-cylinder or 4-cylinder engine (depending on choice of horsepower) both feature a wet sleeve design for better heat dissipation and longer life. And with up to 101 available horsepower, the new 5E Series can tackle just about anything on your chore list.



The one-piece tilting hood allows easy access to to service items like the air filter, engine oil checks, and more. Plus, ground-level fluid fills make regular maintenance a snap.





With standard high-capacity hydraulics, you can sit back and let your new 5E Series handle the heavy lifting.

Born to work **under pressure**

**Load more. Lift more.  
Do more.**

When it comes to hydraulic power and capacity, it's hard to beat the new 5E Series. With a rear hitch lift capacity of over 3,200 pounds, lifting and transporting those heavier implements - like rotary tillers and heavy seeders - just became a non-issue. The standard 3-point-hitch allows you to hook up to any Category 1 or Category 2 hitch-mounted implement. Plus, mid-mount hydraulic remotes allow for easier loader mounting.

Around front, add a 553 or H260 Loader\* for up to 3,879 pounds of lift capacity at full loader height.\*\* Partner a John Deere loader with a PowrReverser™ Transmission to transform your new 5E Series into a lean, green, loading and lifting machine.

\*H260 Loader package available only on 5083E, 5093E, and 5101E.

\*\*Lift capacity for H260 NSL Loader at full height on 5101E tractor.

## Born to work **smarter**

## Intelligent efficiency.

The new John Deere 5E Series - our smartest utility tractors ever. What makes the new 5E Series so smart? First, we've given you the option of a 12F/12R PowrReverser™ Transmission. No-stop, in-line, forward/reverse shifting makes short work of loading, blading, or any chore with frequent directional changes - while 12 forward and 12 reverse speeds allow you the freedom to find just the right gear for the job. Or go with the standard 9F/3R SyncShuttle™ Transmission\* for proven-reliable performance on any application.

The standard, fully-independent 540 RPM PTO gives you power for all rotary and PTO-driven implements. Plus, PowrReverser-equipped tractors benefit from a 540 Economy PTO mode, allowing you to operate with full PTO speeds at as low as 1,700 engine RPM - saving fuel, lowering engine noise and reducing vibration.

No matter which options you choose, heavy-duty components and moving parts designed for high-hour usage translate to unmatched performance and long-term reliability. And that makes a new 5E Series a smart investment any way you slice it.

\*9F/3R Transmission available on 5065E Cab and 5075E Cab models at a later date.



1. 5075E Tractor shown with Frontier RR2211 rotary rake. 2. 5075E Tractor shown with Frontier RC2084 rotary cutter. 3. 5083E Tractor shown with 553 Loader and Frontier RB2060 rear blade. 4. 5075E Tractor shown with 553 loader, Frontier AB13g Bale Spears, and Frontier HS2002 rear spears.



Born to work **anywhere**

**Customize your tools.**

From rural lifestyles and part time producers to commercial producers and municipalities, there's a new 5E Utility Tractor to fit your work and your wallet.

With seven different models, 45-101 horsepower, 2WD or MFWD,\* cab or open station configurations, PowrReverser™ or standard transmission – it's never been easier to find the perfect tool for the job.

The only thing that's missing in the new 5E is you. Visit your John Deere dealer today and explore the new 5E family for yourself.



**1.** High-capacity hydraulics mean greater lift and break-out force, for a full bucket load every time. While dual independent pumps provide full power to both steering and attachments/implements at the same time. 5083E Tractor shown with 553 Loader, materials bucket and Frontier 2084 box blade.

**2.** Even on blistering hot summer days, the climate-controlled cab on the new 5E Series will keep you cool and comfortable all day long. 5075E Tractor shown with 348 Square Baler. **3.** PowrReverser-equipped machines make short work of loader chores, box blading, or any work requiring frequent directional changes. 5083E Tractor shown with 553 Loader and Frontier BB2084 Box Blade.

\*2WD configuration available only on 65- and 75-horsepower open station 5E models



## The 5D Series: Simply perfect for property owners and smaller-scale producers

For proof that John Deere quality, performance, and reliability don't have to come at a premium price, take a look at the 5D Series Utility Tractors.

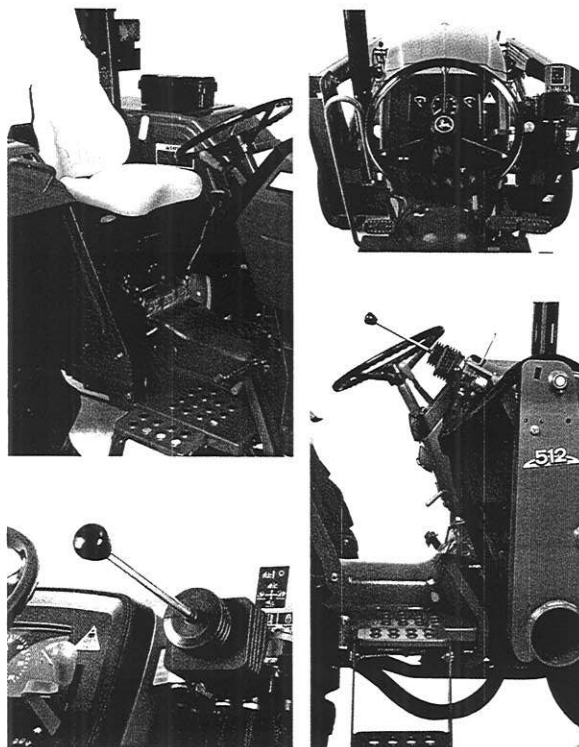
Perfect for property owners and smaller-scale farmers, the 5D Series Tractors are available in a 45- or 55-engine horsepower configuration, both with comfortable open operator stations (available in two-wheel drive only).

The standard 8F/4R transmission is partially synchronized for no-stop inline shuttle shifting between forward and reverse, and offers plenty of range for most medium-duty tasks. Meanwhile, the hydraulic system provides all the lifting power you need for basic work.

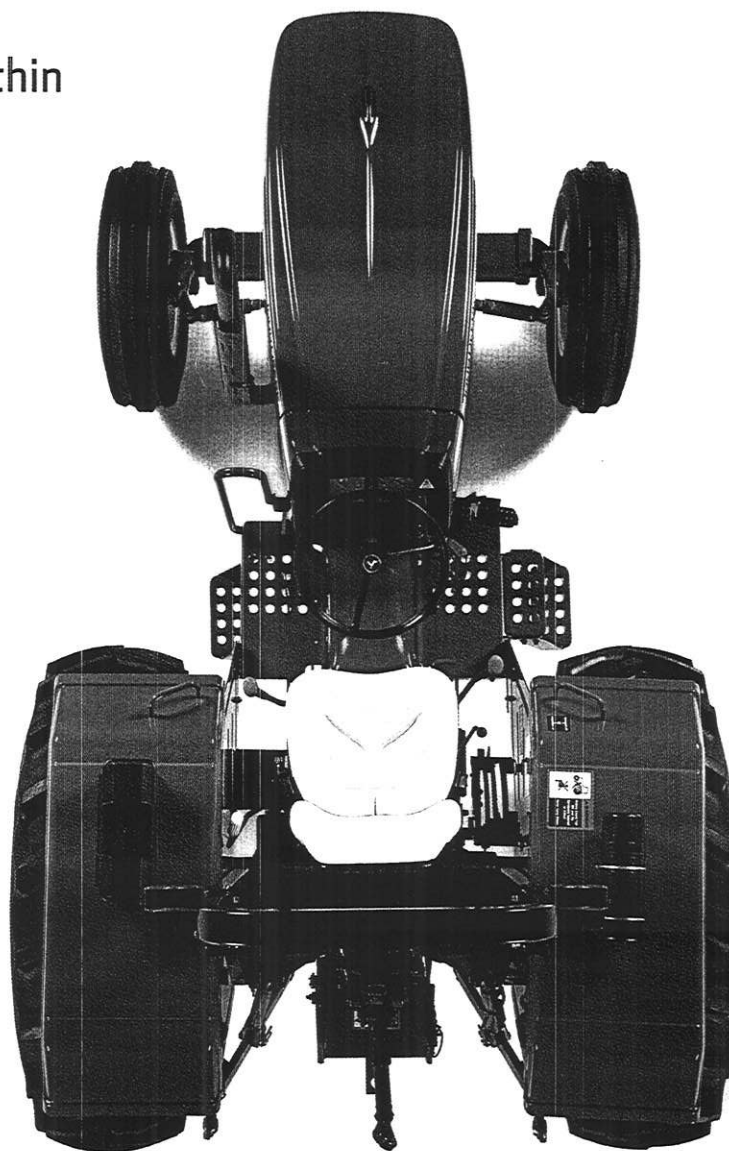
Attach any of the hundreds of rear implements with the standard rear three-point hitch and PTO, and you have the perfect utility tractor for your acreage or small farming or ranching operation.



Comfort and capability... all within reach



The comfortable open operator station features color-coded controls: orange controls (shifter and throttle) govern movement of the tractor; black indicates hydraulic controls (loader joystick, hydraulic remotes), while yellow indicates controls for the PTO and implements.



Tackle any chore you can dream of



The rear hitch on the 5D Series tractors gives you a hefty 2,810 pounds of lift capacity, while the hydraulic system pumps an impressive 17.4 total gallons (US) per minute. 5055D Tractor shown with 512 Loader and Frontier RT1173 Rotary Tiller (top); 5055D Tractor shown with 512 Loader and Frontier RC2084 Rotary Cutter.

## The 5D Series: Performance without worries

Work worry-free, weekend after weekend, knowing your 5D Series tractor is powered by the genuine John Deere PowerTech turbocharged diesel engine. These rock-solid engines have proven themselves in countless applications, over hundreds of thousands of acres, so you can take to the field with confidence.

To get that power to the ground, the 5D Series is available with a variety of tire options. Standard ag tires give you the traction you need to pull heavy implements over tough ground conditions; turf tires help keep the grass clean and pristine during mowing or grooming, while industrial tread gives you a smoother, quieter ride over pavement or other hard surfaces.

And because a utility tractor is only as good as what it can lift, load, pull or power, we gave the 5D Series a full 2,810 lbs of rear hitch lift capacity, an independent 540 RPM PTO, and 10.9 gallons per minute (US) of hydraulic flow to the implements. So whether you're talking front implements or rear – muddy ground or packed gravel – low-end torque or top-end power – the John Deere 5D Series delivers.



1



2



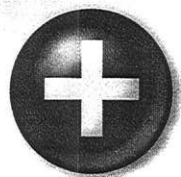
3



4

1. Let John Deere and Frontier Equipment help you chew through brush and downed limbs. Frontier wood chippers are available with dependable gravity feed (WC11 Series) or heavy-duty hydraulic feed (WC12 Series). 5055D Series Tractor shown with the Frontier WC1205 Wood Chipper. 2. Wildlife lovers will find plenty to love about Frontier food plot seeders, while the maneuverable 5D Series Tractors let you put plots in hard-to-access areas. 5055D Tractor shown with 512 Loader and Frontier FP1206 Food Plot Seeder. 3. With up to 2,453 pounds (1,113 kg) of front loader capacity, you can lift and stack just about any load. 5055D Tractor shown with 512 Loader and Frontier Pallet Fork and RA1108 Arena Rake. 4. Equine enthusiasts and arena owners, get a superior footing with Frontier Arena Rakes from Riata Rake. 5055D Tractor shown with Frontier RA1108 Arena Rake.

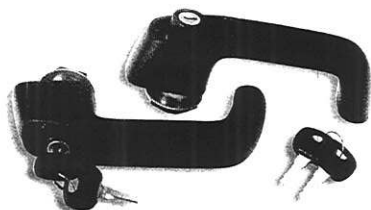




## Add More

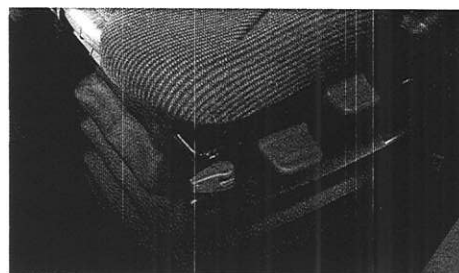
# Add more comfort, convenience, security, productivity...

Set your tractor up just the way you want by adding quality John Deere attachments and accessories. Plus, when it comes time to trade or sell, your investment will be worth more. This is just a sampling of the attachments available for the 5D and 5E Series Tractors. See your John Deere dealer for all your parts and attachments needs.



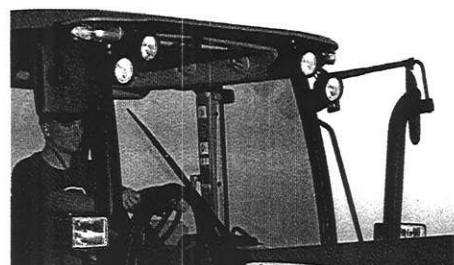
### Door lock kit

Keep your cab locked up tight with our door lock kit. Equipped with a new easy-grip handle, this kit features a custom key that is separate from the ignition key.



### Air-ride suspension seat

Ride more comfortably over the longest roads and roughest terrain with an air seat suspension kit. The vertical and horizontal seat suspension lets you work longer hours with minimal operator fatigue. Arm rest included. See your John Deere dealer for more details.



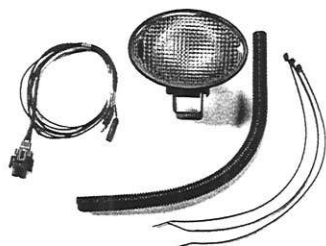
### Manually-adjustable telescopic mirror

Get a wide view of your implements and feel confident every time you back up in tight quarters using this telescopic mirror. Simply mount to your cab, then manually extend the length of the arm to fit your view. Right- and left-hand mirror kits are available.



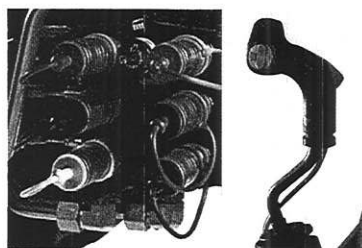
### Windshield washer kit

Bad weather can be brutal on your windshield. Keep your windshield clear when it rains and clean when it doesn't.



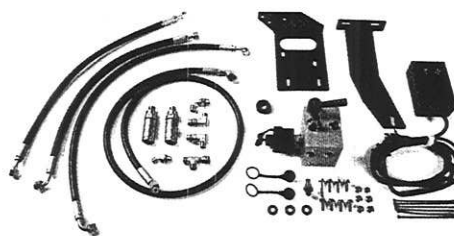
### Auxiliary work light kit

Increase productivity with our auxiliary work light kit. The round halogen lights mount to the roof of your cab, providing a great source of extra lighting for the front or rear (or both) of your tractor. Includes all hardware and components.



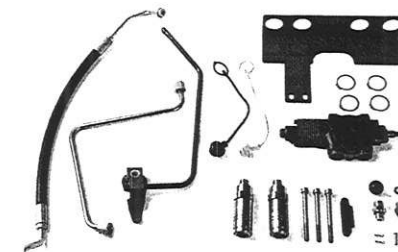
### Triple mid-hydraulic control valve kit with joystick control

Reduce the muscle required to switch implements and couple and uncouple hydraulic hoses with ease. The triple mid-mount valve increases versatility by allowing operators to use any implement requiring third-function hydraulics. Fits all 4-cylinder (5083E, 5093E, 5101E) 5E Tractors with dual mid selective control valves (SCVs) installed.



### Power beyond adaptor kit

Provide live hydraulic power to implements that have an open-center control valve. This kit is required for installing a backhoe on your tractor. See your John Deere dealer for more details.



### Dual rear SCV kit with lever controls

Attach a wider range of implements than ever before with our dual rear selective control valve (SCV) kit. Easy lever controls are included for your convenience.



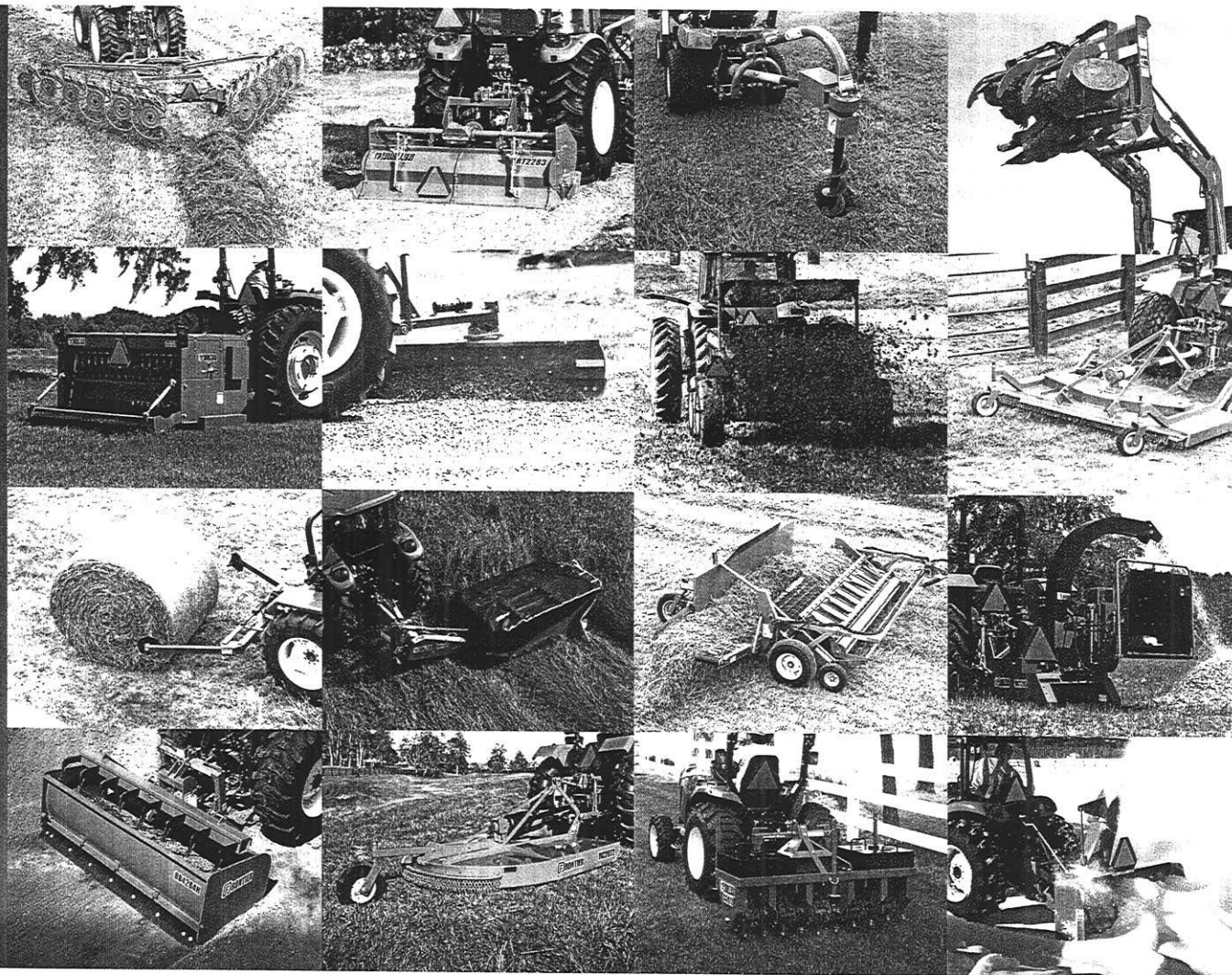
## Frontier makes the perfect match

From posthole diggers to food plot seeders to rotary cutters to land levelers, John Deere and Frontier Equipment offer a wide variety of front and rear attachments designed specifically for tractors like the 5D, 5E, and 5E Limited Series. Your John Deere dealer is the exclusive source for the full line of Frontier implements and attachments.

See your John Deere dealer, or visit us online to find out more about our complete line of attachments, including:

Grooming mowers	Posthole diggers	Tedders
Box blades	Manure spreaders	Wood chippers
Rotary tillers	Wheel rakes	Snowblowers
Overseeders	Disc mowers	Bale huggers
Disk harrows	Rear blades	Arena rakes
Rotary rakes	Core aerators	Bale spears
Sickle bar mowers	Pendular spreaders	Food plot seeders
Pulverizers	Offset disks	Land planes

Visit us online at [www.BuyFrontier.com](http://www.BuyFrontier.com) to get specs and availability information.



*This literature has been compiled for worldwide circulation. While general information, pictures, and descriptions are provided, some product options and accessories are NOT AVAILABLE in all regions. PLEASE CONTACT YOUR LOCAL DEALER FOR DETAILS. Frontier Equipment reserves the right to change specifications, design, and price of products described in this literature without notice.*

## NEW John Deere loaders: Built Tough.

If you're looking for greater lift heights, higher capacity, user-friendly parking and attaching, look to the all-new John Deere H Series Loaders. Built to handle the demands of livestock and dairy producers, commercial and construction operators, or anyone with big-time material-handling chores, the H Series offers more cast-steel components for improved durability and capacity, a lower torque tube for better visibility, and concealed oil lines for a cleaner appearance and less risk of damage.

For owners and operators with less-demanding loader tasks, the 512 and 553 Loaders offer field-proven performance across a wide range of material-handling applications. Your John Deere dealer can help you choose the right loader for your operation.



Lift with authority!  
5101E shown  
with H260 Loader  
and optional  
hood guard.

Loader (Non-Self-Leveling, Mechanical Self-Leveling)	512 NSL	553 NSL	H260	
			NSL Option	MSL Option
Lift capacity at full height, at pivot	2453 lbs (1115 kg)	3133 lbs (1424 kg)	3879 lbs (1763 kg)	3210 lbs (1459 kg)
Lift capacity at full height, 800 mm ahead of pivot	1580 lbs (718 kg)	1956 lbs (884 kg)	2666 lbs (1212 kg)	3511 lbs (1596 kg)
Lift capacity @ 59" (1.5 m) lift height, at pivot	3236 lbs (1471 kg)	4008 lbs (1822 kg)	5108 lbs (2322 kg)	4301 lbs (1955 kg)
Lift capacity @ 59" (1.5 m) lift height, 800 mm ahead of pivot	2343 lbs (1065 kg)	2891 lbs (1314 kg)	3896 lbs (1771 kg)	4143 lbs (1883 kg)
Boom breakout force, at pivot	4775 lbs (2166 kg)	5378 lbs (2439 kg)	6521 lbs (2964 kg)	5522 lbs (2510 kg)
Boom breakout force, 800 mm ahead of pivot	3250 lbs (1474 kg)	3604 lbs (1635 kg)	4756 lbs (2162 kg)	4853 lbs (2206 kg)
Maximum lift height	114" (2895 mm)	122" (3094 mm)	137" (3482 mm)	135" (3441 mm)
Clearance with bucket dumped	85" (2171.6 mm)	94" (2396 mm)	96" (2444 mm)	95" (2401 mm)
Reach at max height	26" (667 mm)	35" (1052 mm)	41" (1048 mm)	43" (1090 mm)
Reach at ground level	68" (1730 mm)	74" (1871 mm)	101" (2567 mm)	101" (2565 mm)
Digging depth	3" (75 mm)	4" (101 mm)	6" (142 mm)	5" (120 mm)
Dump angle @ full height	57 degrees	41 degrees	73 degrees	73 degrees
Rollback angle @ ground	23 degrees	33 degrees	45 degrees	44 degrees

512 specifications as installed on 5D; capacities measured with 73" Materials bucket (351 lbs)

553 NSL specifications as installed on 5E; capacities measured with 73" GP bucket (392 lbs)

H260 specifications as installed on 5101E; capacities measured with 73" Materials bucket (502 lbs)

## Loader Compatibility

Loader Model	512	553	H260NSL	H260MSL
5045D	●	●		
5055D	●	●		
5045E		●		
5055E		●		
5065E	●*	●		
5075E	●*	●		
5083E		●	●	●
5093E		●	●	●
5101E		●	●*	●*

\*Tractor configuration and options may affect loader compatibility.

## 5 Series Utility Tractors / Specifications

Tractor Series	5045D	5055D	5045E	5055E	5065E	5075E	5083E	5093E	5101E
Engine HP (kW) @ Rated Speed*	45 (33.6) @ 2300	55 (40.0) @ 2300	45 (33.6) @ 2400	55 (40.0) @ 2400	65 (47.5) @ 2400	75 (55.0) @ 2400	83 (60.5) @ 2400	93 (68.0) @ 2400	101 (74.1) @ 2400
PTO HP (kW) @ Rtd RPM (Std Trans)	37 (28.1) @ 2200	47 (35.38) @ 2200	37 (27.3) @ 2400	45 (33.1) @ 2400	53 (39.0) @ 2400	61 (44.9) @ 2400	---	---	---
PTO HP (kW) @ Rtd RPM (PR Trans)	---	---	---	Data Unavailable	Data Unavailable	Data Unavailable	69 (51) @ 2400	79 (59) @ 2400	86 (64) @ 2400
<b>Engine</b>									
Make	John Deere PowerTech 3029	John Deere PowerTech 3029	John Deere PowerTech 3029	John Deere PowerTech 3029	John Deere PowerTech 3029	John Deere PowerTech 3029	John Deere PowerTech 4045	John Deere PowerTech 4045	John Deere PowerTech 4045
Aspiration	Turbocharged	Turbocharged	Turbocharged	Turbocharged	Turbocharged	Turbocharged	Turbocharged	Turbocharged	Turbocharged
Cylinders	3	3	3	3	3	3	4	4	4
Displacement, cu. in. (liters)	179 (2.9)	179 (2.9)	179 (2.9)	179 (2.9)	179 (2.9)	179 (2.9)	276 (4.5)	276 (4.5)	276 (4.5)
Cylinder Liners	Wet Sleeved	Wet Sleeved	Wet Sleeved	Wet Sleeved	Wet Sleeved	Wet Sleeved	Wet Sleeved	Wet Sleeved	Wet Sleeved
<b>Transmission</b>									
Standard	8F/4R	8F/4R	9F/3R SyncShuttle	9F/3R SyncShuttle	9F/3R SyncShuttle**	9F/3R SyncShuttle**	12F/12R PowrReverser	12F/12R PowrReverser	12F/12R PowrReverser
Optional	---	---	---	12F/12R PowrReverser	12F/12R PowrReverser	12F/12R PowrReverser	---	---	---
Reverser	No	No	No	Optional	Optional**	Optional**	Yes	Yes	Yes
On-the-Go Shifting (Yes/No/Partial)	No	No	Partial	Partial	Partial	Partial	Partial	Partial	Partial
Traction Clutch - Standard/Option	Dry	Dry	Dry	Dry/Wet (PR)	Dry/Wet (PR)	Dry/Wet (PR)	Wet	Wet	Wet
<b>Fuel System</b>									
Fuel Tank OOS - Gal. (L)	16.0 (60.0)	16.0 (60.0)	18.0 (68.0)	18.0 (68.0)	18.0 (68.0)	18.0 (68.0)	25 (95)	25 (95)	25 (95)
Fuel Tank Cab - Gal. (L)	---	---	---	21.8 (80)	21.8 (80)	21.8 (80)	30 (113.6)	30 (113.6)	30 (113.6)
<b>Power Take-Off (PTO)</b>									
Standard	Independent 540	Independent 540	Independent 540	Independent 540	Independent 540	Independent 540	Independent 540/540E	Independent 540/540E	Independent 540/540E
Optional	---	---	---	Independent 540/540E	Independent 540/540E	Independent 540/540E	---	---	---
PTO Actuation - Standard/Optn	Mechanical	Mechanical	Mechanical	Mechanical / E-Hydro	Mechanical/E-Hydro**	Mechanical/E-hydro	Electrohydraulic	Electrohydraulic	Electrohydraulic
Economy PTO	No	No	No	Option w/ PR	Option w/PR	Option w/PR	Yes	Yes	Yes
<b>Hydraulics</b>									
Type	Open Center	Open Center	Open Center	Open Center	Open Center	Open Center	Open Center	Open Center	Open Center
Steering gpm (L/min)	6.5 (24.6)	6.5 (24.6)	6.8 (25.7)	6.8 (25.7)	6.8 (25.7)	6.8 (25.7)	6.6 (24.9)	6.6 (24.9)	6.6 (24.9)
Implement gpm(L/min)	10.9 (41.4)	10.9 (41.4)	11.4 (43.1)	11.4 (43.1)	11.4 (43.1)	11.4 (43.1)	15.9 (60.1)	15.9 (60.1)	15.9 (60.1)
Total	17.4 (66.0)	17.4 (66.0)	18.2 (68.8)	18.2 (68.8)	18.2 (68.8)	18.2 (68.8)	22.5 (85.1)	22.5 (85.1)	22.5 (85.1)
<b>Rear SCVs</b>									
Base	1	1	1	1	1	1	2	2	2
Optional	2	2	2	2	2	2	0, 3	0, 3	0, 3
<b>Mid SCVs</b>									
Base	0	0	2	2	0	0	0	0	0
Optional	2	2	n/a	n/a	2	2	2, 3	2, 3	2, 3
<b>3-Point Hitch</b>									
OECD Hitch Lift Cap @ 24" behind hitch balls lb. (kg)	2,810 (1275)	2,810 (1275)	3,192 (1,448)	3,192 (1,448)	3,192 (1,448)	3,192 (1,448)	3,213 (1,457)	3,213 (1,457)	3,213 (1,457)
Hitch Category	Category 2	Category 2	Category 2	Category 2	Category 2	Category 2	Category 2	Category 2	Category 2
Draft Sensing Type	Top Link	Top Link	Top Link	Top Link	Top Link	Top Link	Top Link	Top Link	Top Link
<b>Operator Station</b>									
Type - Standard/Option	Open Station	Open Station	Open Station	Open Station/Cab	Open Station/Cab	Open Station/Cab	Open Station/Cab	Open Station/Cab	Open Station/Cab

\*97/68 EC gross engine horsepower. \*\*9F/3R Transmission available on 5065E Cab and 5075E Cab models at a later date.

Tractor Series	5045D	5055D	5045E	5055E	5065E	5075E	5083E	5093E	5101E
<b>2WD Dimensions</b>									
Wheelbase, in. (mm)	76.8 (1,950)	76.8 (1,950)	---	---	80.7 (2,050)	80.7 (2,050)	---	---	---
Overall length (minimum)	133.9 in.	133.9 in.	---	---	137.8 in.	137.8 in.	---	---	---
Overall width, rear axle b/w flanges	57.3 in.	57.3 in.	---	---	57.3 in.	57.3 in.	---	---	---
<b>MFWD Dimensions</b>									
Wheelbase, in. (mm)	---	---	80.7 (2,050)	80.7 (2,050)	80.7 (2,050)	80.7 (2,050)	85.8 (2,178)	85.8 (2,178)	85.8 (2,178)
Overall length (minimum)*	---	---	137.8 in.	137.8 in.	137.8 in.	137.8 in.	147.6 in.	147.6 in.	147.6 in.
Overall width, rear axle b/w flanges	---	---	57.3 in.	57.3 in.	57.3 in.	57.3 in.	64.6 in.	64.6 in.	64.6 in.
<b>Height from ground</b>									
To top of hood	53.8 in.	53.8 in.	53.8 in.	53.8 in.	53.8 in.	53.8 in.	66.9 in.	66.9 in.	66.9 in.
To top of ROPS	93.9 in.	94.8 in.	93.9 in.	94.8 in.	96.8 in.	96.8 in.	---	---	---
To top of folded ROPS	75.7 in.	76.6 in.	75.7 in.	76.6 in.	78.5 in.	78.5 in.	---	---	---
To top of Cab	---	---	---	70.3 in.	70.3 in.	70.3 in.	99.7 in.	99.7 in.	101.5 in.
Front Axle Clearance 2WD in. (mm)	18.8 (480)	18.8 (480)	---	---	18.8 (480)	18.8 (480)	---	---	---
Front Axle Clearance MFWD OOS in. (mm)	---	---	13.4 (340)	13.4 (340)	13.4 (340)	13.4 (340)	Not available	Not available	Not available
Front Axle Clearance MFWD Cab in. (mm)	---	---	---	15.9 (404)	17.8 (452)	17.8 (452)	15.2 (386)	15.2 (386)	15.2 (386)
<b>Standard Tires – 2WD</b>									
Front	7.5 - 16; F2	7.5 - 16; F2	---	---	7.5 - 16; F2	7.5 - 16; F2	---	---	---
Rear	13.6 - 28; R1	14.9 - 28; R1	---	---	16.9 - 28; R1	16.8 - 28; R1	---	---	---
<b>Standard Tires – MFWD</b>									
Front	---	---	9.5 - 24; R1	9.5 - 24; R1	9.5 - 24; R1	9.5 - 24; R1	11.2 - 24; R1	11.2 - 24; R1	12.4 - 24; R1
Rear	---	---	13.6 - 28; R1	14.9 - 28; R1	16.9 - 28; R1	16.9 - 28; R1	16.9 - 30; R1	16.9 - 30; R1	18.4 - 30; R1
<b>Weight</b>									
Approx Weight, lb (kg), 2WD	4,189 (1,900)	4,189 (1,900)	---	---	4,634 (2,102)	4,634 (2,102)	---	---	---
Approx Weight, lb (kg), MFWD OOS	---	---	5,070 (2,300)	5,070 (2,300)	5,070 (2,300)	5,070 (2,300)	N/A	N/A	N/A
Approx Weight, lb (kg) MFWD Cab	---	---	---	5,044 (2,288)	5,122 (2,323)	5,122 (2,323)	7,385 (3,350)	7,385 (3,350)	7,385 (3,350)
<b>Turn Radius**</b>									
With brakes	9.6 ft.	9.6 ft.	10.6 ft.	10.6 ft.	10.6 ft.	10.6 ft.	11.6 ft.	11.6 ft.	11.6 ft.
Without brakes	10.9 ft.	10.9 ft.	11.6 ft.	11.6 ft.	11.6 ft.	11.6 ft.	14.3 ft.	14.3 ft.	14.3 ft.

\*Front weight support extends past the front wheels. \*\*With 4-wheel drive disengaged, where applicable.



## Get peace of mind with PowerGuard™

Protect your investment and increase your confidence in purchasing a high-quality John Deere tractor through John Deere PowerGuard™ Programs.

The PowerGuard™ Maintenance Program is an effective, preventative maintenance program designed to make sure your tractor operates at peak performance, offers exceptional reliability and maintains top residual value.

\*PowerGuard Protection Plan extended warranty covers failures due to defective materials or original workmanship of covered components for up to 3 years or 3,000 hours (whichever comes first). Customers have a choice between either the Limited (engine & powertrain) coverage form or the Comprehensive (full-machine) coverage form. See your dealer or [www.deere.com/](http://www.deere.com/) for details



Flexible financing for when you've got a lot of mouths to feed.



From sunrise to sunset, you stretch to meet the challenges of your work. As you do, you can depend on John Deere Financial for flexible financing.\* We know the landscape you work in. And, with a relationship rooted in understanding and trust, we're committed to meeting your unique needs.

Day in and day out we're here for you.

\*Subject to John Deere Financial approval and dealer participation. See dealer for details.



**JOHN DEERE**  
FINANCIAL

U.S.A. [www.JohnDeereFinancial.com](http://www.JohnDeereFinancial.com)  
Canada [www.JohnDeereFinancial.ca](http://www.JohnDeereFinancial.ca)



This literature has been compiled for worldwide circulation. While general information, pictures, and descriptions are provided, some illustrations and text may include finance, insurance, product options and accessories NOT AVAILABLE in all regions. PLEASE CONTACT YOUR LOCAL DEALER FOR DETAILS. John Deere reserves the right to change specification, design and price of products described in this literature without notice. John Deere, the leaping deer symbol, and John Deere's green and yellow trade dress are the trademarks of Deere & Company.

DSAA51900 Litho in U.S.A. (12-08)

