



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

Request for Quotation

RFQ NUMBER
 DNR211114

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

Nettles Equipment Inc
 HC 71 Box 146
 Duck WV 25063

DIVISION OF NATURAL RESOURCES
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
02/02/2011						
BID OPENING DATE: 03/01/2011		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		020-87		
	2	Sunflower		9007 seeder	22827.00	45654.00
<p>NO-TILL SEED DRILL</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR THE PURCHASE OF TWO (2) NO-TILL SEED DRILLS PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 02/15/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</p>						

RECEIVED

2011 MAR -1 PM 1:0

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Brad Nettles* TELEPHONE: 304-364-2445 DATE: 3/1/2011

TITLE: *Sec* FEIN: 55-0707403 ADDRESS CHANGES TO BE NOTED ABOVE

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



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02/02/2011				

BID OPENING DATE: 03/01/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: DNR211114</p> <p>BID OPENING DATE: 03/01/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----304-364-8360-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----Brad Nettles-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Brad Nettles</i>	TELEPHONE 304-364-2445	DATE 3/1/2011
TITLE <i>See</i>	FEIN 55-0707403	ADDRESS CHANGES TO BE NOTED ABOVE

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

No-Till Seed Drill**DNR211114
PRICING SHEET**

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	No-Till Seed Drill -- (Location: Bluestone WMA)	22827.00	22827.00
2	1	No-Till Seed Drill -- (Location: Greenbottom WMA)	22827.00	22827.00
			TOTAL COST	45654.00

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Nettles Equip

Product comparison

	Great Plains 706NT	Sunflower (Tye) 9007
Row spacing	7.5"	7"
Planting width	6.25'	7'
Total width	9'10"	12'
Transport wheels	end wheels	end wheels
Number of rows	10	12
Seed box cap.(bu. per ft.)	2.5	2.4
Number seed boxes	1 standard(2 optional)	3
Acre meter	standard	standard
Transport lights	optional	standard
Weight brackets	standard	standard
Sealed seed boxes	standard	standard
Road trans. Disengage	lockout hubs	drive wheel lifts up
Tires	8 ply	8 ply
Hitch	pull type (folding optional)	pull type
Walking board	standard	16" fold up



Nettel Equip



9007 and 9010 SUNFLOWER GRAIN DRILLS

STANDARD CONFIGURATION

- 2.4 bushel per foot Grain Box
- Heavy Duty Tubular Frame
- #40 Chain Drives
- 9.5L x 15 Tires
- Hydraulic Cylinders and Hoses
- Exclusive "Trac-Drive" System
- Choice of Coulters (17" x 5/16" 50 Flute or 18" x 5/8" 25 Flute)
- Precision Internal Flute Seeders
- Seed Level Indicator and Float
- Seed Cup Dividers
- Heavy Duty Double Disc Opener Units
- Staggered Opener Units
- Single Pressure Springs
- E-Z Adjust Press Wheels, 2" x 13"
- Folding 16" Walkboard
- Two Weight Brackets (7500461RS)
- Hub Acre Meter
- SMV Decals, Reflectors, and Light Kit
- Safety Chain (10,100 lb)
- Legume Seeder Standard on SF9007

MODEL SPACING	9007 7"	9010 7"
Transport Length	14' (4.27m)	14' (4.27m)
Transport Height	7' 5" (2.26m)	7' 5" (2.26m)
Transport Width	12' (3.66m)	16' 3" (4.95m)

These prices reflect the standard configuration. If items other than those listed in the standard configuration are ordered, then the quoted price below will change.

For Quotation Purposes Only – Please Order Items from the Groups on the Next Pages

MODEL NUMBER	DRILL WIDTH	ROW SPACING	NUMBER OF OPENERS	ESTIMATED WEIGHT	LIST PRICE
SF9007-07	7'	7"	12	2500	26,217.00
SF9010-10	10'	7"	17	3040	32,102.00

SUNFLOWER

THERE IS ONLY ONE. THE ORIGINAL. SUNFLOWER.

9007 PASTURE PLEASER DRILL



Whether you're interseeding legumes into grass hay, planting wildflowers along the roadside, or renovating a pasture damaged by drought, the new Sunflower® Model 9007 Pasture Pleaser drill is the perfect machine for the job. Its heavy-duty 8- X-4-inch mainframe provides the extra weight for soil penetration in tough pasture soils while tillage coulters, positioned close to the double-disc seed trench openers, ensure the proper seeding depth and adequate soil preparation.

Meanwhile, seed is gently and accurately metered through a nine-cell internal flute seeder driven by an exclusive tire-on-tire Trac Drive system. A legume seeder, which holds 0.3 bushels per foot of legume or other small round seed, is also standard. As a result, the Model 9007 can deliver two different seeds to the double disc openers, providing increased versatility from a single machine.

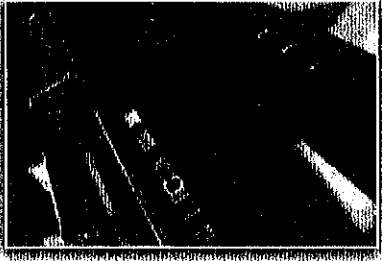
A native grass attachment, which uses a star-shaped picker wheel for seeding fluffy native grass seed and wildflower seed, is an added option.

SUNFLOWER

www.sunflowermfg.com • 1-800-748-8481

Nettel Equip

THE ORIGINAL SUNFLOWER



STRONG, LOW-PROFILE SEEDBOX

Constructed of heavy gauge steel, the seed box on the Model 9007 Pasture Pleaser holds 2.4 bushels per foot for a total of 16.8 bushels. Positive mechanical locks hold the lid in the open and closed positions for easy filling and cleanout, while leading-edge shielding prevents seed spillage when filling.

The seed box also uses an internal flute seeder, which provides gentle accurate metering of seed as small as alfalfa to as large as edible beans. A threaded seeder shaft permits infinite adjustment settings from a single adjustment point.

VERSATILE TILLAGE COULTERS

Standard 17" X 5/16" Duraflute coulters staggered six inches to aid in the flow of residue, provide minimal surface disturbance, making them ideal for pasture renovation and shallow seeding. Designed to cut a narrow 1/2" path up to 3/4" deep, the Duraflute coulters



permit the wedge-shaped double-disc V opener to place seed directly into tilled soil for early germination.

For crops that require deeper planting and more tillage, choose the 5/8"

deep rippled coulters as an option. The deep rippled coulters also work well for seeding cereal grains in sandy loam soils.

For added flexibility, all coulters pivot 15 degrees to either side of center to deviate around rocks or other obstructions and to track as a group in contour farming programs.

INNOVATIVE TRAC DRIVE

Gearbox wear and clutch problems have been virtually eliminated with the Sunflower Trac Drive system. That's because you won't find either component.

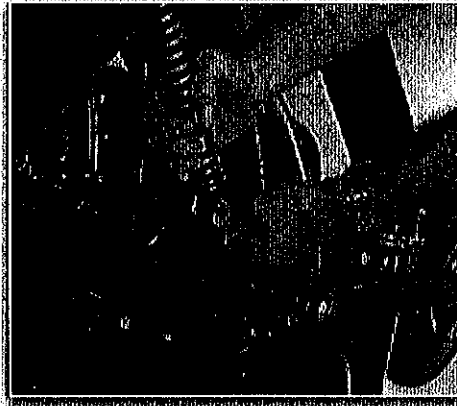
Using a drive wheel that is free-floating on the end wheel, the Trac Drive system allows the wheel assembly to follow ground contours without skips or misses. In contrast to other ground-drive systems, drive chains on the Trac Drive are also short and well away from soil and residue that can increase wear. Plus, the flex of the pneumatic tire prevents mud build-up that can affect accurate metering.



The drive even disengages automatically when the drill is raised, providing simple, trouble-free operation.

ADJUSTABLE ROW UNITS

Sunflower row units already perform in a wide range of seeding conditions. However, they're even more adaptable, thanks to down pressure springs that are adjustable from 0 to 200 pounds to meet soil conditions. Down pressure can even be varied by individual row units to accommodate rows running in wheel tracks.



In the meantime, 2- X 13-inch press wheels provide the seed firming and depth control needed to ensure superior seed germination and maximum seed potential.

FOR MORE INFORMATION

1-800-748-8431 • (785) 738-2261 • FAX (785) 738-2408
Internet: www.sunflowermfg.com • E-mail: sales@sunflowermfg.com

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Sunflower Manufacturing Co., Inc.
P.O. Box 566 • 3754 Halle Trail • Beloit, KS 67420

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**,

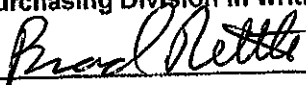
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- 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.

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: Nettles Equipment Inc Signed: 
 Date: 3/1/2011 Title: Sec

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

RFQ No. DNR211114

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Nettles Equipment Inc

Authorized Signature: *Brad Nettles* Date: _____

State of West Virginia

County of Braxton, to-wit:

Taken, subscribed, and sworn to before me this 1st day of March, 2011

My Commission expires 2-27 2012, 20

AFFIX SEAL HERE

NOTARY PUBLIC *Wilma J. Nettles*

