



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

Solicitation

NUMBER
DEPK14028

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

FAIRPLAIN TRACTOR SALES, INC
1169 RIPLEY ROAD
RIPLEY, WV 25271

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R

DIV ENGINEERING & FACILITIES
ARMORY BOARD SECTION

1707 COONSKIN DRIVE
CHARLESTON, WV

25311-1099 304-341-6368

S
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T
O

DATE PRINTED

03/27/2014

BID OPENING DATE:

04/17/2014

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF ENGINEERING AND FACILITIES, IS SOLICITING BIDS TO PROVIDE ONE (1) DIESEL UTILITY FARM TRACTOR WITH CAB AND ATTACHMENTS FOR THE MORGANTOWN AFRC, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. DEPK14028 SPECIFICATIONS						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. RESIDENT VENDOR PREFERENCE (RVP) FORM						
0001	1	EA		020-89		
UTILITY FARM TRACTOR WITH CAB					\$37,000.00	\$37,000.00
MASSEY FERGUSON MF4609						
0002	1	EA		020-89		
LOADER BUCKET ATTACHMENT					\$7,000.00	\$7,000.00
MASSEY FERGUSON DL260						
0003	1	EA		020-89		
MOUNTED FRONT SNOW BLADE					\$2,800.00	\$2,800.00
FARM KING W9027S SNOW BLADE 84"						
TOTAL						\$46,800.00

04/15/14 09:48:59AM

West Virginia Purchasing Division

SIGNATURE

Canell M Fisher

TELEPHONE 304-372-9875

DATE

4/14/14

TITLE

PRESIDENT

FEIN

55-0540441

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED FEIN

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: 04/08/2014 at 5:00 pm

Submit Questions to: Tara Lyle, File 32

2019 Washington Street, East

Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
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: TARA LYLE

SOLICITATION NO.: DEFK14028

BID OPENING DATE: APRIL 17, 2014

BID OPENING TIME: 1:30 pm

FAX NUMBER: 304-372-2713

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 n/a 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: April 17, 2014 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
2019 Washington Street East
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.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

☐ **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 a 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 and shall list the state as a certificate holder:
-

- ☐ **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. [RESERVED]

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.
- 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.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Army National Guard's Division of Engineering & Facilities to establish a contract for the one time purchase of one (1) Limited Utility Farm Tractor, with front end loader and bucket, and front mount snow blade attachment.

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 Diesel Farm Tractor, Front Mount Loaders with Bucket, and Front Mount Snow Dozer Blade.

2.2 **"Bid Evaluation Page"** means the page upon which Vendor should list its proposed price for the Contract Items in the manner requested by therein. The Contract Item is either included on the last page of this RFQ or attached hereto as Exhibit A.

2.3 **"RFQ"** means the official RFQ published by the Purchasing Division and identified as DEFK14028.

3. **GENERAL REQUIREMENTS:**

3.1 **Mandatory Contract Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 **Contract Item # 1: Utility Farm Tractor with Cab.**

3.1.1.1 Must be equal to 2014, or newer, LS Tractor model P7030C limited utility farm tractor with cab, diesel, HP Engine 88/ 77 PTO HP, and able to perform in heavy applications. Tractors to be factory manufactured with sufficient valves, hydraulic lines, etc., to accommodate the contract item attachments as specified herein. If bidding an alternate utility farm tractor, Vendor must clearly identify alternate tractor and provide manufacture's specifications, manufacturer's literature, and /or any other relevant verifiable documentation that demonstrates the alternate tractor meets the desired mandatory specifications.

3.1.1.2 83 HP Diesel minimum / max 95 HP Diesel Engine

3.1.1.3 69 HP PTO @ 2400 rated rpm minimum

3.1.1.4 Fuel Capacity 25 gal minimum

3.1.1.5 MFWD (Mechanical Front Wheel Drive)

3.1.1.6 Final Drives: Inboard Planetary

REQUEST FOR QUOTATION
DEFK14028 (1) Limited Utility Farm Tractor & Accessories

- 3.1.1.7 Differential Lock: Standard Mechanical (pedal)
- 3.1.1.8 Steering: Hydrostatic Power
- 3.1.1.9 Brakes: Independent Hydraulic Wet Disc
- 3.1.1.10 Operator Cab: Standard with Heat and Air Conditioning
- 3.1.1.11 Wipers: Standard Front and Rear
- 3.1.1.12 3 Point Hitch: Rear Type
- 3.1.1.13 Rear Lift@ 24" minimum: 3,213 lbs minimum
- 3.1.1.14 Rear PTO: Electro hydraulic
- 3.1.1.15 Std. Transmission, Clutch-Wet
- 3.1.1.16 Rear RPM's 540/ 540E (540/1000 optional)
- 3.1.1.17 Wheelbase: 85.8 inches minimum
- 3.1.1.18 Weight: 7,500 lbs maximum
- 3.1.1.19 Front Tire: 11.2 X 24 (loaded) minimum
- 3.1.1.20 Rear Tire: 16.9 x 30 (loaded) minimum
- 3.1.1.21 Hydraulics: Open Center
- 3.1.1.22 Rear Valves: 1 to 3 (as required for accessories)
- 3.1.1.23 Mid Valves: 2 (as required for accessories)
- 3.1.1.24 Warranty Residential/Commercial (Tractor 2 year or 2,000- hour limited Engine / Drive train 3 year or 2,000 hour Limited Warranty)

3.1.2 Contract Item #2: Loader Bucket Attachment

- 3.1.2.1 Equal to LS Tractor LL7100 Loader with 78" Bucket, minimum
- 3.1.2.2 Loader Weight: 1,892 lbs without bucket, minimum
- 3.1.2.3 3 Function Oil Lines and Parts with Mid Mount Couplers and Hoses necessary for this attachment.
- 3.1.2.4 Mounting Frame
- 3.1.2.5 Attachment Carrier
- 3.1.2.6 Hood Guard
- 3.1.2.7 Warranty: One (1) Year

3.1.3 Contract Item #3 Mounted Front Snow Blade

- 3.1.3.1 Equal to Allied Farm Kings Snowblade model W9027S Front Blade with 84" blade width minimum
- 3.1.3.2 Hydraulic Angle Adjustment Kit
- 3.1.3.3 Cab Mounted Controls
- 3.1.3.4 Operational Weight: 530 lbs maximum
- 3.1.3.5 Warranty: One (1) Year

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 total cost as shown on the Pricing Pages.

4.2 Bid Evaluation Page: Vendor should complete the Bid Evaluation Page by entering the unit price for each of the contract items and extending the unit price by the quantity noted to obtain the line item price. The total of the line items should be noted at the bottom of the bid schedule for the total bid price. Vendor should complete the Bid Evaluation Page in full as failure to complete the Bid Evaluation 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 Bid Evaluation 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. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

REQUEST FOR QUOTATION
DEFK14028 (1) Limited Utility Farm Tractor & Accessories

000021

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 or notice to proceed. Vendor shall deliver the Contract Items within fourteen (14) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at:

Morgantown AFRC
99 Everlasting Lane
Morgantown, WV 26505-8341

(304) 612-6754

- 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 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.

EXHIBIT A

DEFK14028 - Limited Utility Farm Tractor & Accessories

PRICING PAGE

CONTRACT ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL		
Item No. 3.1.1	Utility Farm Tractor with Cab	1	\$ 37,000.00	\$ 37,000.00		
	Manufacturer Bid: MASSEY FERGUSON					
	Model No. Bid: MF4609					
Item No. 3.1.2	Loader Bucket Attachment	1	\$ 7,000.00	\$ 7,000.00		
	Manufacturer Bid: MASSEY FERGUSON					
	Model No. Bid: DL260					
Item No. 3.1.3	Mounted Front Snow Blade	1	\$ 2,800.00	\$ 2,800.00		
	Manufacturer Bid: FARM KING					
	Model No. Bid: W9027S 84"					
Unit prices to be inclusive of all freight/delivery costs Failure to use this form may result in disqualification		GRAND TOTAL		\$ 46,800.00		
Bidder / Vendor Information:						
Name: FAIRPLAIN TRACTOR SALES, INC						
Address: 1169 RIPLEY ROAD						
RIPLEY, WV 25271						
Phone: 304-372-9875						
Fax: 304-372-2713						
E-mail Address: tractorsales@lumos.net						
Authorized Signature:			Date:			
Canell & Fisher			4/14/14			

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.

FAIRPLAIN TRACTOR SALES, INC
(Company)

Carroll G Fisher
(Authorized Signature)

CARROLL G. FISHER, PRESIDENT
(Representative Name, Title)

304-372-9875 304-372-2713
(Phone Number) (Fax Number)

4/14/14
(Date)

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: FAIRPLAIN TRACTOR SALES, INC

Authorized Signature: Carroll M Furch

Date: 4/14/14

State of WEST VIRGINIA

County of JACKSON, to-wit:

Taken, subscribed, and sworn to before me this 14 day of April, 2014.

My Commission expires September 26, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

Terrilee Hackney

Purchasing Affidavit (Revised 07/01/2012)



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: FAIRPLAIN TRACTOR SALES, INC

Signed: Carroll 277 12th

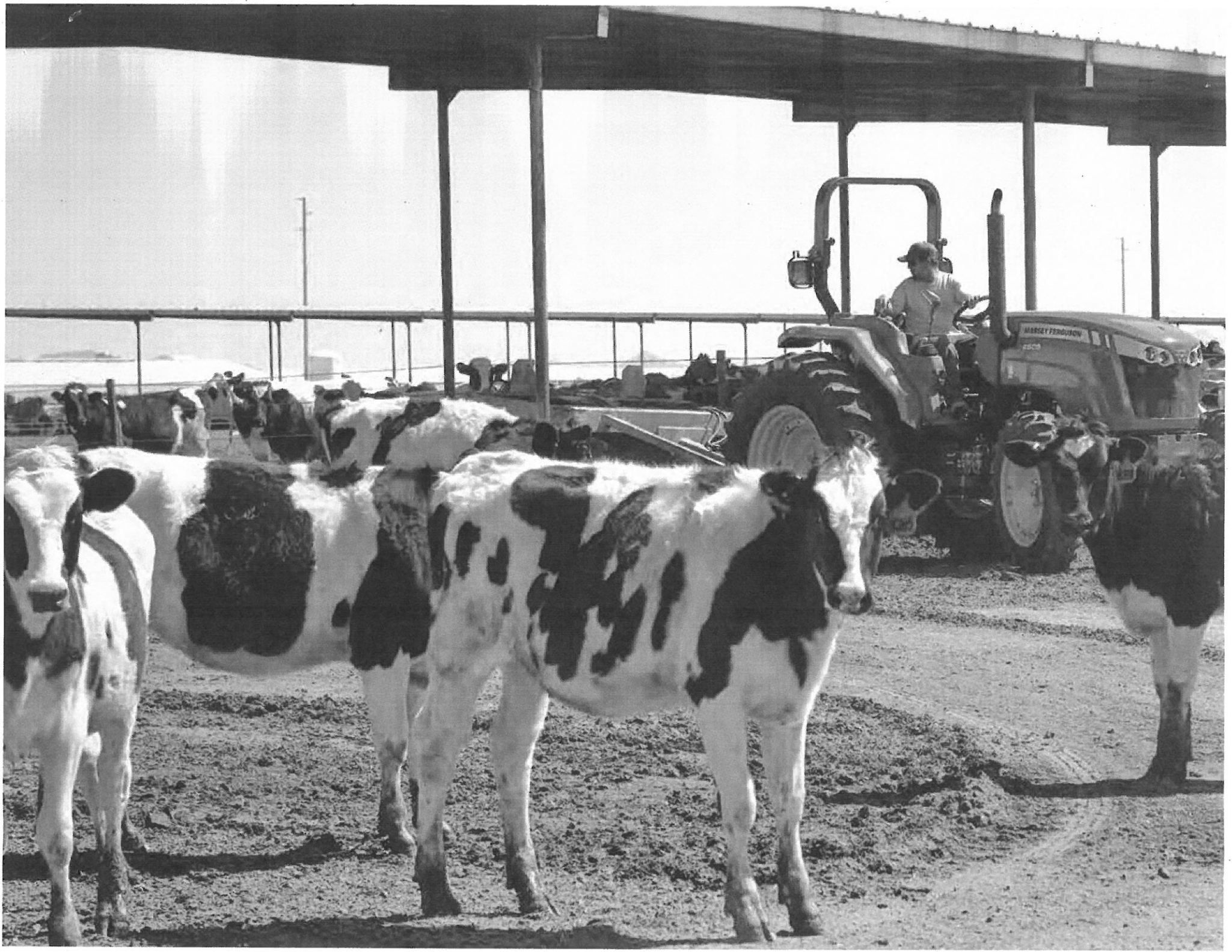
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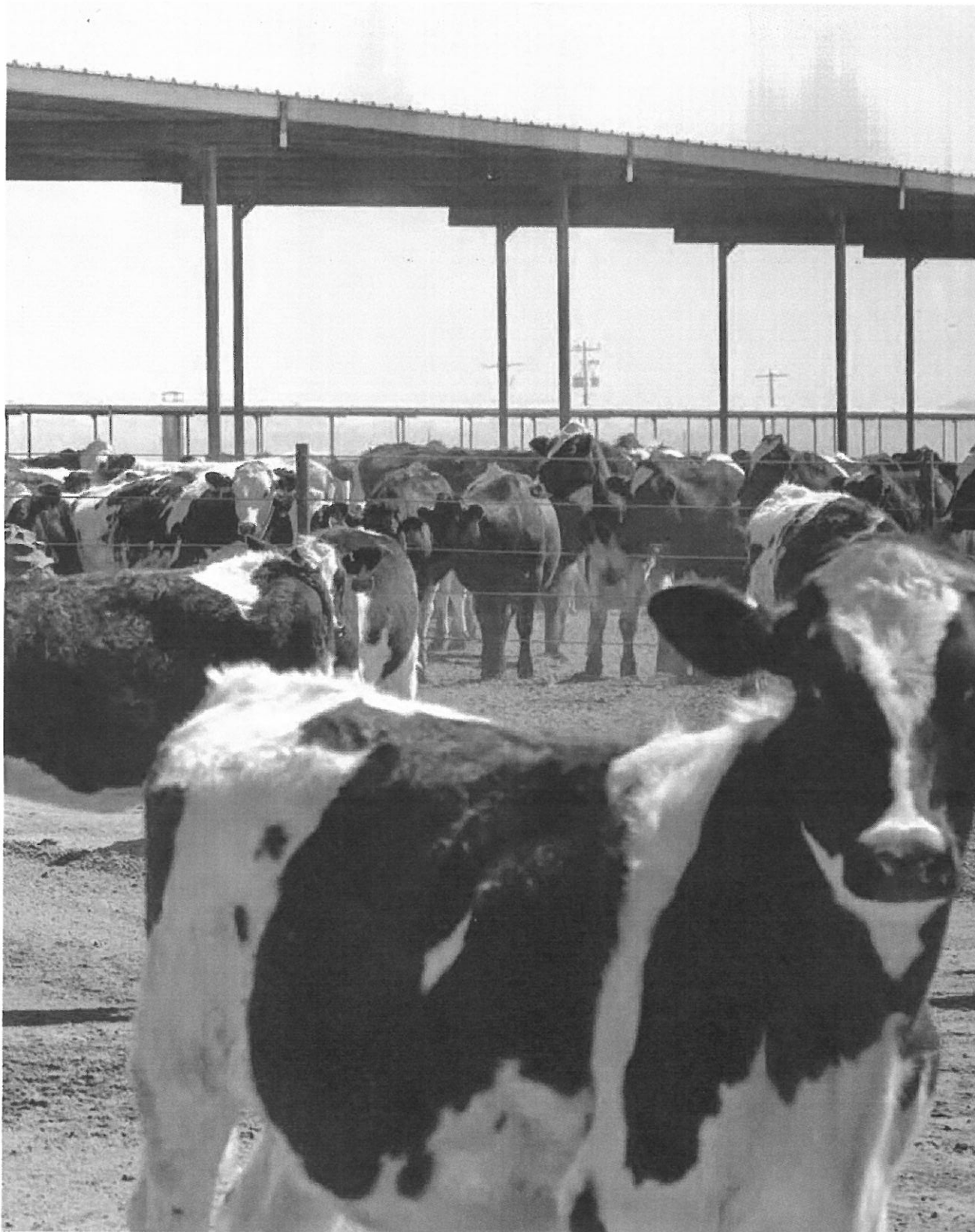
Title: PRESIDENT



LOAD UP
on performance.







You know who you are. You're the ones who work the land. You're a parent. Son. Daughter. Manager. Inventor. Entrepreneur. And optimist.

In other words, you're a farmer. You raise dairy cows in Michigan. Corn in Illinois. Winter wheat out West. And Canola in Saskatchewan.

And you know what it takes to turn risk into reward. You know us too, going back six generations.

We're your first 3-point hitch. Your first self-propelled combine. Your first SCR emissions system. And the most productive CVT transmission in the world.

Today, you'll find us working on farms across five continents. One hundred and forty countries. And virtually every agricultural environment on earth. No one farms more crops, in more places, in more climates, worldwide.

And everything we learn, everything we know, we bring back home. To your land. To your farm. To your world.



MASSEY FERGUSON

A legacy of leading the way

It's an ageless truth—great ideas can come from anywhere. So over the past century and a half, Massey Ferguson has been searching the globe for the next great way to make every individual farmer more successful. Today, our proven resources, experience and technology have given us the edge in worldwide innovation. And everything we learn, we bring back home—to make your world more productive.

1840-1890



1847

In a humble tool shed in New Castle, Ontario, Daniel Massey begins manufacturing simple farm implements.



1855

The company enters a period of rapid growth, with the acquisition of proven American innovations such as the Ketchum grass mower and Massey combined hand rake reaper mower.



1867

The company's proprietary advances in harvesting equipment are chosen for display at the International Industrial Exhibition in Paris, France.

1891

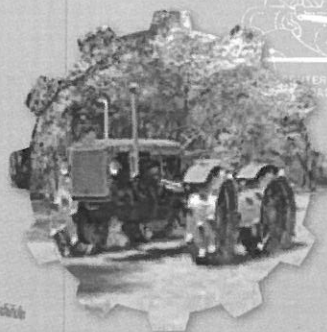
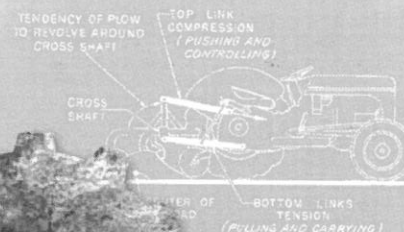
Canada's top two farm equipment companies merge to form Massey-Harris Limited.



1900-1930

1926

Harry Ferguson patents the 3-point hitch. In various forms, it is still used on virtually all tractors today.

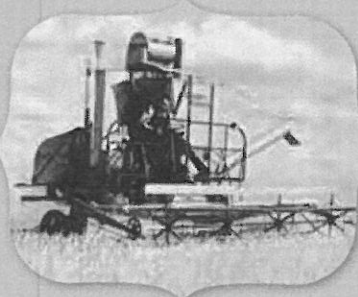


1930

Massey-Harris produces the General Purpose (GP) which was the first tractor designed and built by Massey-Harris.

1938

In Canada, Massey-Harris perfects the first self-propelled combine, with its own engine and power train.



1940-1960



1942

During World War II, Massey-Harris manufactures tanks, howitzers, wings for mosquito fighter-bombers, 40mm shells, naval gun mounts, and bodies for ambulances and troop carriers.



1946

Harry Ferguson opens the Banner Lane plant in Coventry, England, which grows to become the world's largest factory devoted solely to the production of tractors.

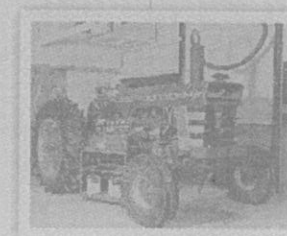
1953

Massey-Harris and Ferguson merge.



1969

Introduction of the first 4-wheel drive tractors, MF1500 & MF1800, powered by a Caterpillar V8 diesel engine.



1969

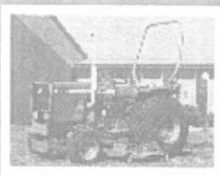
The first V8-powered, fixed-frame row crop tractor—the MF1150—is introduced.



1970-1990

1978

The company's first compact tractor, the Massey Ferguson® 205, is introduced. In the same year, Massey Ferguson pioneers the electronic 3-point hitch.



1983

The "Equipment Manufacturers Institute" recognizes the Massey Ferguson self-propelled combine as one of the "100 Most Significant Contributions" to the mechanization of agriculture.



1987

Massey Ferguson showcases its exclusive Autotronic and Datatronic Systems, designed to enhance tractor control.

1992

Massey Ferguson combines offer optional yield meters operating in sync with the Global Positioning System, making it possible to map yields while harvesting.

1996

The Vario™ transmission was introduced in Germany, it becomes the forerunner of today's Dyna-VT™ – the most advanced Contentiously Variable Transmission (CVT) available and the world's most widely sold clutchless, stepless CVT.

1997

Massey Ferguson introduces the 8780 Class VI rotary combine, designed to satisfy the increasing demand for high performing, mechanically simple, reliable machines.



2000s

2006

Massey Ferguson and Hesston join forces to produce the new Hesston Series complete line of hay equipment.

HESSTON
by MASSEY FERGUSON

2006

Massey Ferguson adopts ISOBUS technology, becoming a leader in achieving "plug & play" capability with other ISOBUS-compatible equipment.



2009

Tested and proven in Finland at 40° below, the industry's first SCR system—e3™ clean air technology—is featured on powerful new Massey Ferguson 8600 Series tractors.

2009

Perfect in France, the company's new Dynamic Tractor Management (DTM) system is introduced, allowing the engine and transmission to work as one, by monitoring engine and transmission ratios to achieve an optimum match for any given task.

2010s

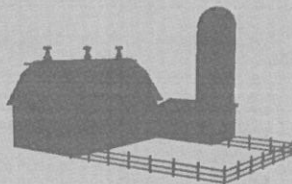
2010

Massey Ferguson introduces the model 9250 DynaFlex header. It features the industry's first draper header with a fully flexible cutterbar, delivering increased performance and capacity in soybeans and small grains.



2011

With the introduction of its state-of-the-art 9500 Series combines, Massey Ferguson brings North American harvesters ultimate capacity without complexity.



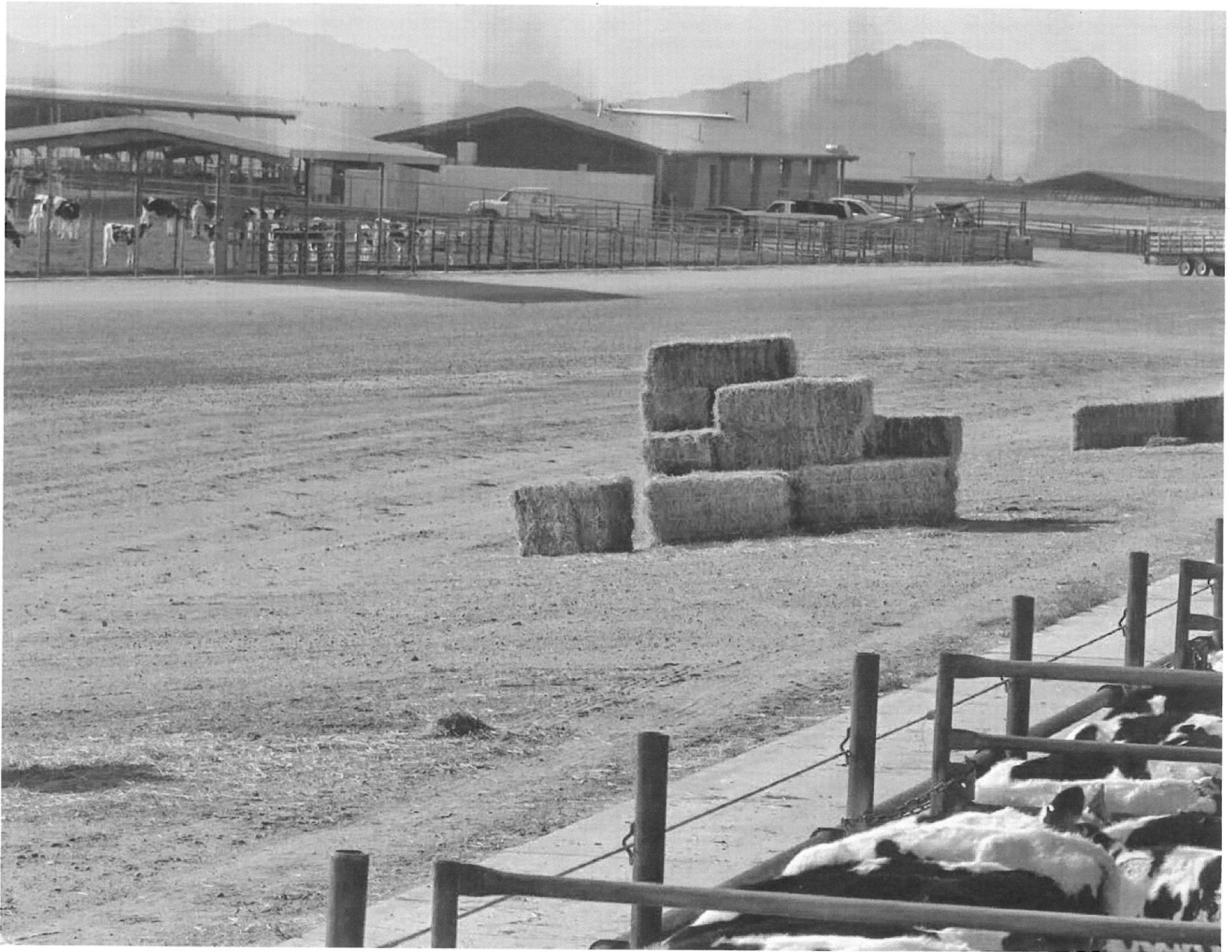
2013

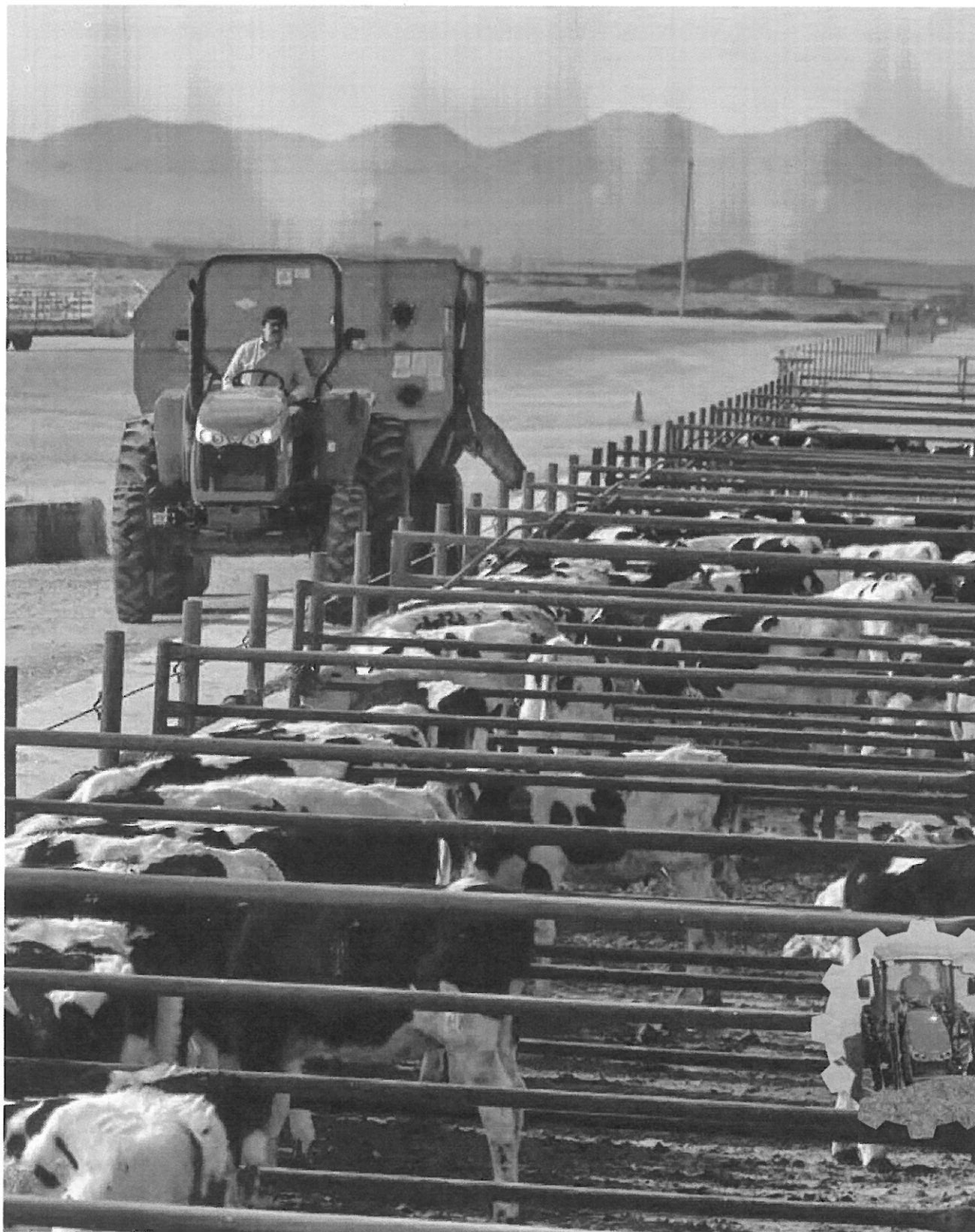
Massey Ferguson introduces an all new utility tractor - 4600 Series - featuring a new 3-cylinder engine from AGCO POWER and power shuttle transmission.



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The Massey Ferguson 4600 Series

**Welcome to a new level of productivity –
and our best utility tractor yet.**

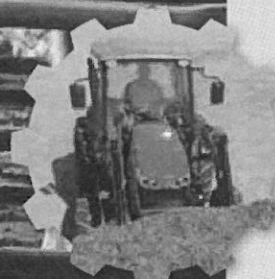
With an advanced 12 X 12 power shuttle transmission and an all new 3-cylinder AGCO POWER engine that provides better torque and fuel-efficiency than many larger 4-cylinder diesels, the new 4600 Series has everything it takes to help you get the jobs done.

Co-developed by AGCO and its long-time partner, ISEKI & Co Ltd, these tractors represent another milestone in our 20-year partnership of providing farmers with the reliable, quality tools they need to excel.

Perfect for livestock farming, dairy, hay, and general all-around farm work, these exceptional loader tractors feature robust hydraulics, an integrated factory loader joystick and a spacious, comfortable operator's area.

As always, we've tapped into our worldwide resources, knowledge and technology to enhance these machines with innovative features that focus on your individual needs. Your individual farm. Your individual reality.

So read on. And let us show you why the 4600 Series is everything a utility tractor should be. And then some.



More power, performance and productivity.

You spoke. We listened. Now let's get to work.

The 4600 Series provides exactly what farmers have been asking for – a utility tractor that's powerful, agile, versatile and comfortable. Here are just a few of the ways we've raised the bar with the 4600 Series.

All new AGCO POWER engine

Completely new from the oil pan up, our EPA Tier 4i compliant AGCO POWER 3.3L turbocharged engine is the strongest production 3-cylinder off-road diesel in the world today. It provides BIG engine torque that

guarantees you'll have the power you need – when you need it. The fact is, our new 3-cylinder diesel is actually more powerful than some equivalent 4-cylinder engines.

Maintenance-free emissions system

Exhaust Gas Recirculation (EGR) with a Diesel Oxidation Catalyst (DOC) keeps emissions low while preserving power. And unlike our competitors, there's no Diesel Particulate Filter (DPF) to regenerate. That saves you time and fuel, without generating excessive heat.

Enhanced power shuttle performance

With 12 forward and 12 reverse speeds, this new transmission adds the comfort and convenience of going from forward to reverse and back again, without having to use the foot clutch.

Best-in-class hydraulics

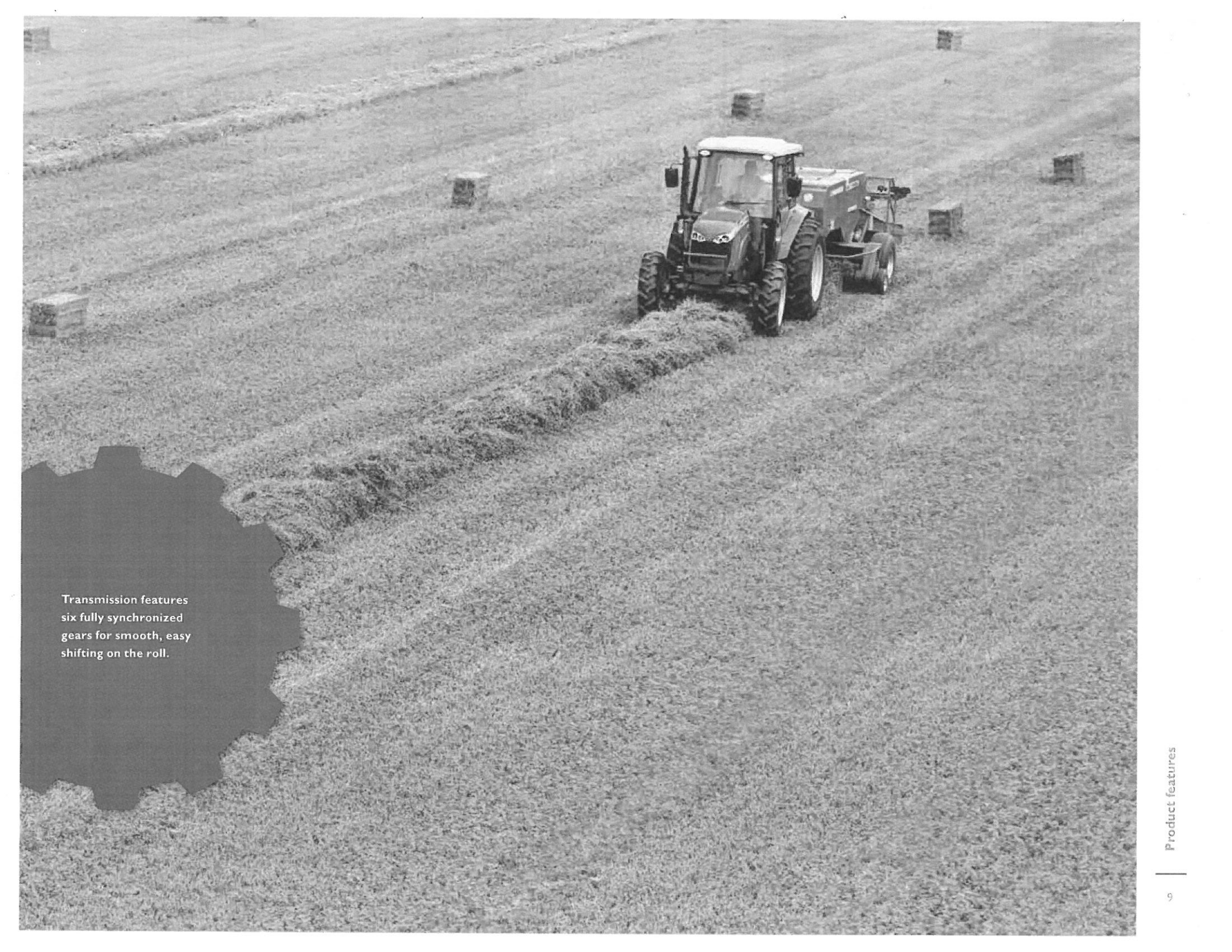
The exceptionally high hydraulic flow on the 4600 Series means faster cycle times for loaders and other hydraulic implements – and greater productivity.

Open station platform or spacious cab

The platform version of the 4600 Series features a completely flat rubber-coated floor and a two-post ROPS that lets you work easily in confined or height-restricted spaces. The cab configuration features two wide doors, loads of climate-controlled creature comforts and outstanding visibility.

MODEL	ENGINE	DISPLACEMENT	HORSEPOWER	TRANSMISSION
MF4608	AGCO POWER model 33AWIC 3-cylinder, liquid cooled turbocharged diesel	3.3 Liters (201 cubic in.)	80 engine hp 63.5 PTO hp	12 x 12 power shuttle 6 gears, 2 ranges
MF4609	AGCO POWER model 33AWIC 3-cylinder, liquid cooled turbocharged diesel	3.3 Liters (201 cubic in.)	90 engine hp 72 PTO hp	12 x 12 power shuttle 6 gears, 2 ranges
MF4610	AGCO POWER model 33AWIC 3-cylinder, liquid cooled turbocharged diesel	3.3 Liters (201 cubic in.)	99 engine hp 80 PTO hp	12 x 12 power shuttle 6 gears, 2 ranges

See complete specs on page 24.



Transmission features
six fully synchronized
gears for smooth, easy
shifting on the roll.



Big engine muscle from just 3-cylinders.

We know what you're thinking. More cylinders means more power, right? Well think again.

The truth is, TORQUE is the key to an engine's ability to work – not the number of cylinders. Torque turns the gears in the transmission. Torque digs your tires into the ground. Torque keeps your mower cutting, even in heavy grass. And the advanced design of our new Tier 4i AGCO POWER 33 AWIC engine family generates torque levels that exceed comparable 4-cylinder engines.

No other production 3-cylinder compares.

AGCO POWER has a long history of producing innovative, powerful and efficient engines. In fact, off-road diesel engines are the only kind we build. While this water-cooled 3.3L 33 AWIC diesel is completely new, it incorporates much of the proven technology used in other AGCO POWER engines. And it's been subjected to the same rigorous attention to design and quality control.

Let's take a quick look at some of its key features.

Four valves per cylinder

Having 4 valves per cylinder provides better air flow through the engine for improved engine breathing. This achieves a better fuel/air mixture for more complete combustion. The result – greater power, lower emissions and improved fuel economy.

High pressure direct fuel injection

Our new Bosch high pressure common rail direct fuel injection system uses extremely high pressure – more than

23,000 PSI at the injector tip– to atomize the fuel during injection for optimum combustion and power output.

Wastegate Turbocharged and intercooled

As part of the aspiration process, these engines use a wastegated turbocharger to force more air into the cylinder. An air-to-air heat exchanger cools the compressed air before it enters the cylinder. The cool, dense air has more oxygen to increase combustion potential for more power and performance.

Electronic engine control

SisuTronic EEM4 – the latest generation of electronic engine management from AGCO POWER – monitors every aspect of engine operation and adjusts fuel flow, injection timing and other functions to optimize power and save on fuel.

Wet cylinder liners

An exclusive feature of AGCO POWER engines, these replaceable wet cylinder liners with mid supports improve engine cooling and keep service costs down.

Tier 4i emissions control that's maintenance-free.

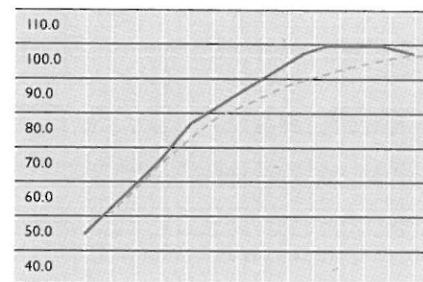
Meeting EPA standards is difficult enough. Maintaining your emission system shouldn't be. Every 4600 Series tractor is equipped with an Exhaust Gas Recirculation (EGR) system and a Diesel Oxidation Catalyst (DOC) to help meet emissions requirements.

The system not only works hard to keep emissions low while preserving power, it requires absolutely no maintenance.

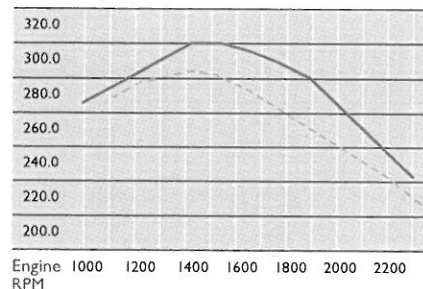
And, unlike the competition, we don't have an exhaust filter that needs to be cleaned or replaced. There's no Diesel Particulate Filter (DPF) on a 4600 series tractor, so there's no need to regenerate it. That saves time and fuel and reduces heat build-up in the exhaust system. Just put in your fuel and drive.

Bench test horsepower and torque curves show that the 3-cylinder 33 AWIC engine in the 4600 series outperforms the 4-cylinder Perkins 1104D-44T engine in our preceding 2600 HD series, across the board.

Power (HP)

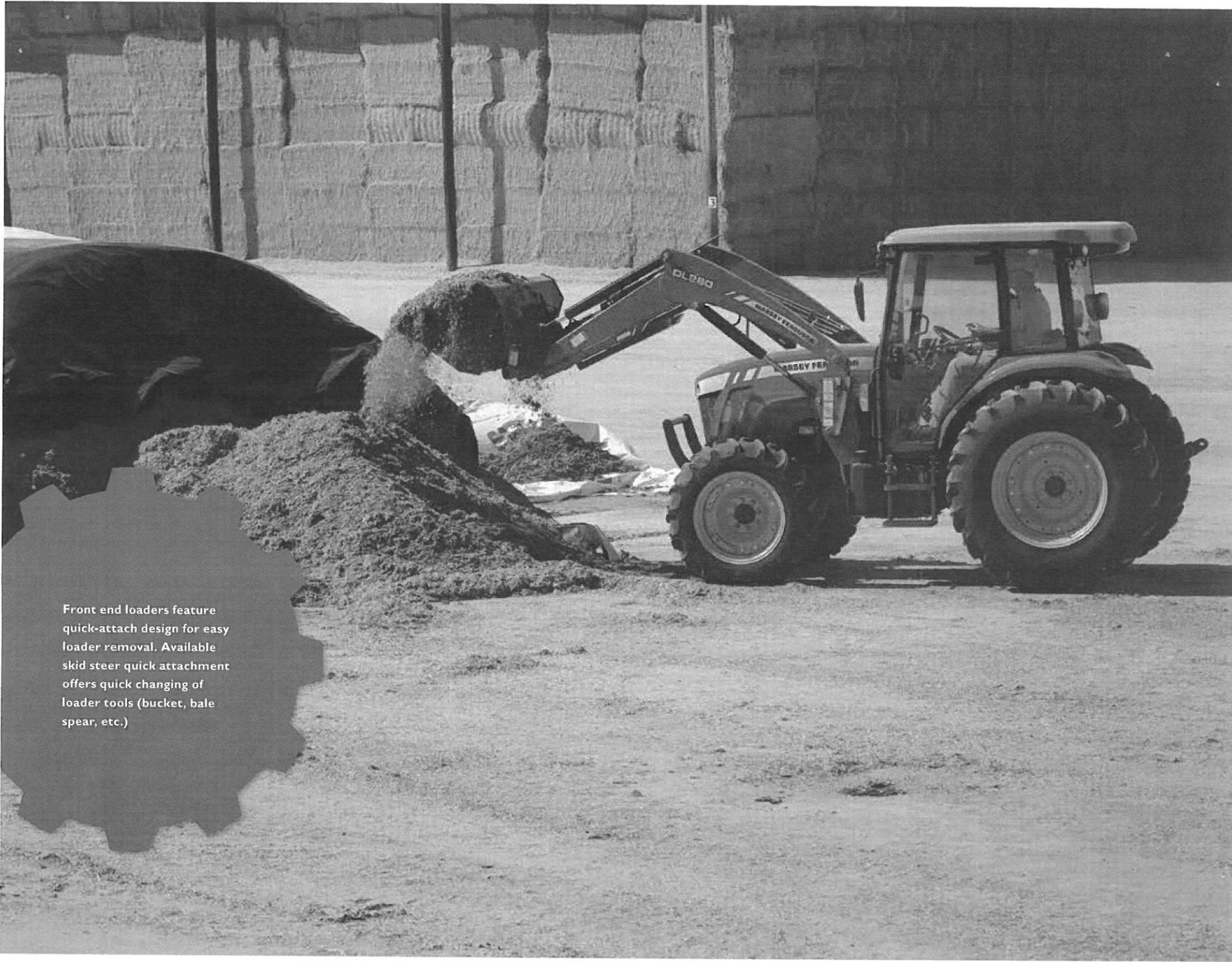


Torque (lb-ft)



AGCO Power 33AWIC

Perkins 1104D-44T



Front end loaders feature quick-attach design for easy loader removal. Available skid steer quick attachment offers quick changing of loader tools (bucket, bale spear, etc.)

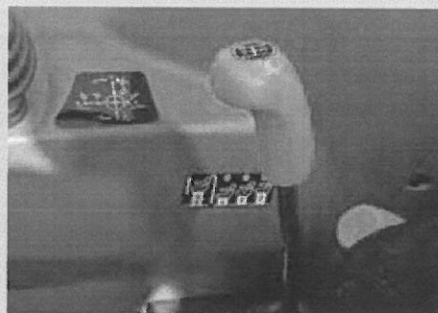
Power shuttle performance that saves the day.

The comfort and convenience that a power shuttle transmission provides can't be overstated. And that's an understatement.

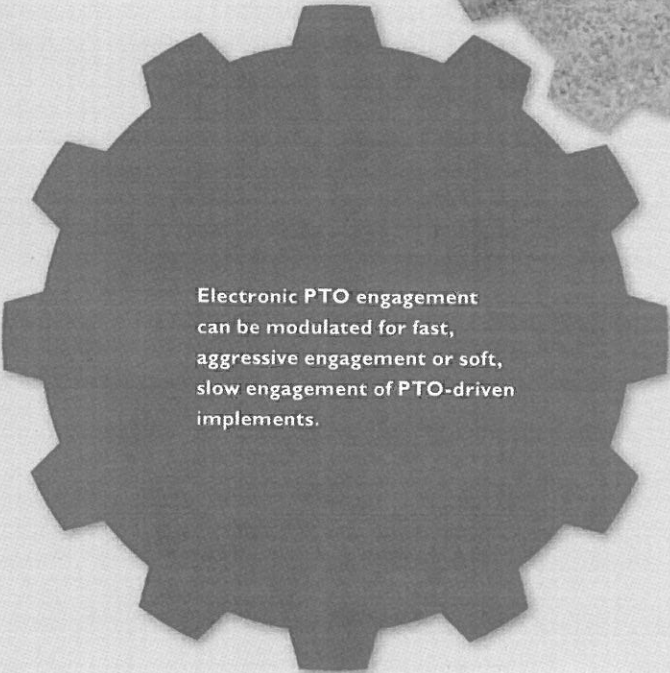
The simple ability to go from forward to reverse repeatedly, without clutching, greatly diminishes your fatigue when expanded over a long workday on the farm. And our new 4600 Series utility tractors now bring you that feature on all three models.



The shuttle lever is located on the left side of the steering wheel column, within easy reach. An electronically controlled wet multi-disc clutch lets you change direction with a simple movement of the lever. No foot clutching is required.

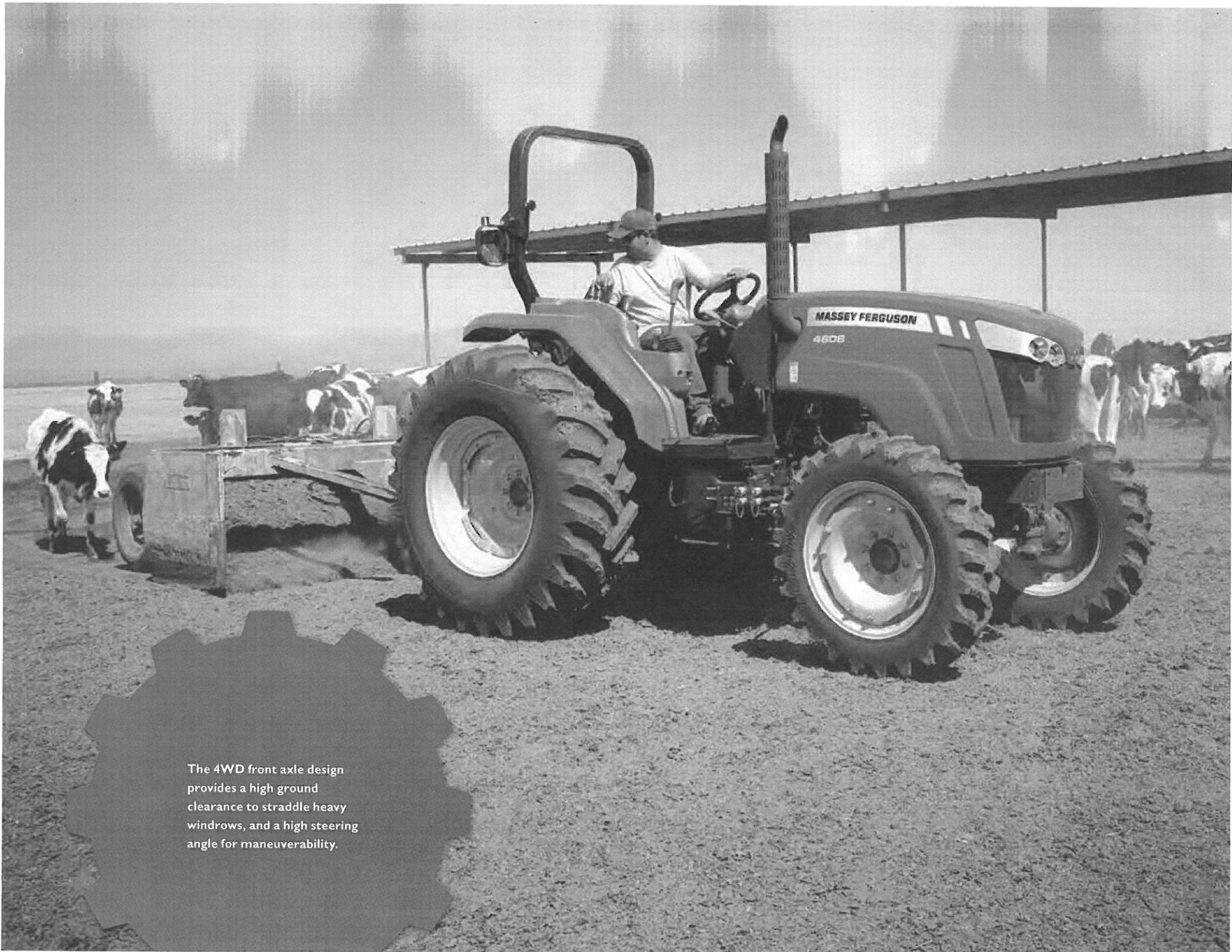


Ideal for loader work, these tractors offer 12 forward and 12 reverse speeds. Two mechanical transmission levers are located at the front right side of the operator's seat – one controlling a 6-speed gearbox and one controlling high-low range selection. All six gears are fully synchronized so you can shift smoothly while on the roll, using the foot clutch.



Electronic PTO engagement can be modulated for fast, aggressive engagement or soft, slow engagement of PTO-driven implements.





The 4WD front axle design provides a high ground clearance to straddle heavy windrows, and a high steering angle for maneuverability.

2WD or 4WD, it's one productive tractor.

Whichever version you choose, you'll get reliability you can count on.

The Massey Ferguson 4600 Series comes in a variety of configurations. And whether you choose the simplicity and affordability of a 2WD front axle, or the added control and capabilities of 4WD, you'll get the performance you need to suit the jobs at hand.

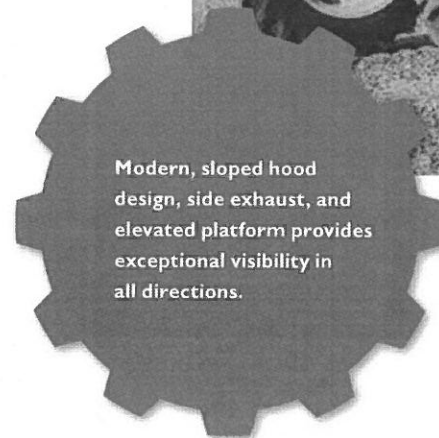
Our 2WD axle features a simple adjustable box-in-box design, with hydraulic power steering.

The 4WD axle features a solid cast steel housing with a center differential and outboard final drives with a combination of bevel gear and planetary reduction. This approach provides outstanding capacity to handle heavy front end loader work with excellent maneuverability. A powerful hydraulic steering system helps make operation easy, even under heavy load. The 4WD front axle engages mechanically via a simple hand lever.

The rear axle on the 4600 Series also incorporates a heavy cast steel design, with inboard planetary final drives and flange axle hubs. Internal wet disc brakes provide great stopping power, and a mechanical differential lock offers additional traction in wet, sloppy conditions.



All 4600 Series tractors utilize a bevel gear design and incorporate planetary reduction to improve low-end torque and increase the service life of the axle.



Modern, sloped hood design, side exhaust, and elevated platform provides exceptional visibility in all directions.



Hardworking creature comforts.

What good is a tractor that's built to keep on working, if it isn't designed to help you do the same?

By definition, a utility tractor should perform for the long haul. So we've also made sure the 4600 Series operator experience keeps you from getting worn out before the job is done.

Twin doors on either side of the cab with steps offer entry and exit from either side of the tractor. 27 gallon fuel tank under platform offers convenient ground level fueling.



The platform on the open station design is set up high for great visibility in all directions and allows for a completely flat deck. The floor is rubber coated to reduce noise and vibration. A suspended vinyl seat with armrests, tilt steering wheel and weather resistant controls keep you comfortable and productive. And our two-post, folding ROPS lets you easily work in tight spaces and height-restricted areas.

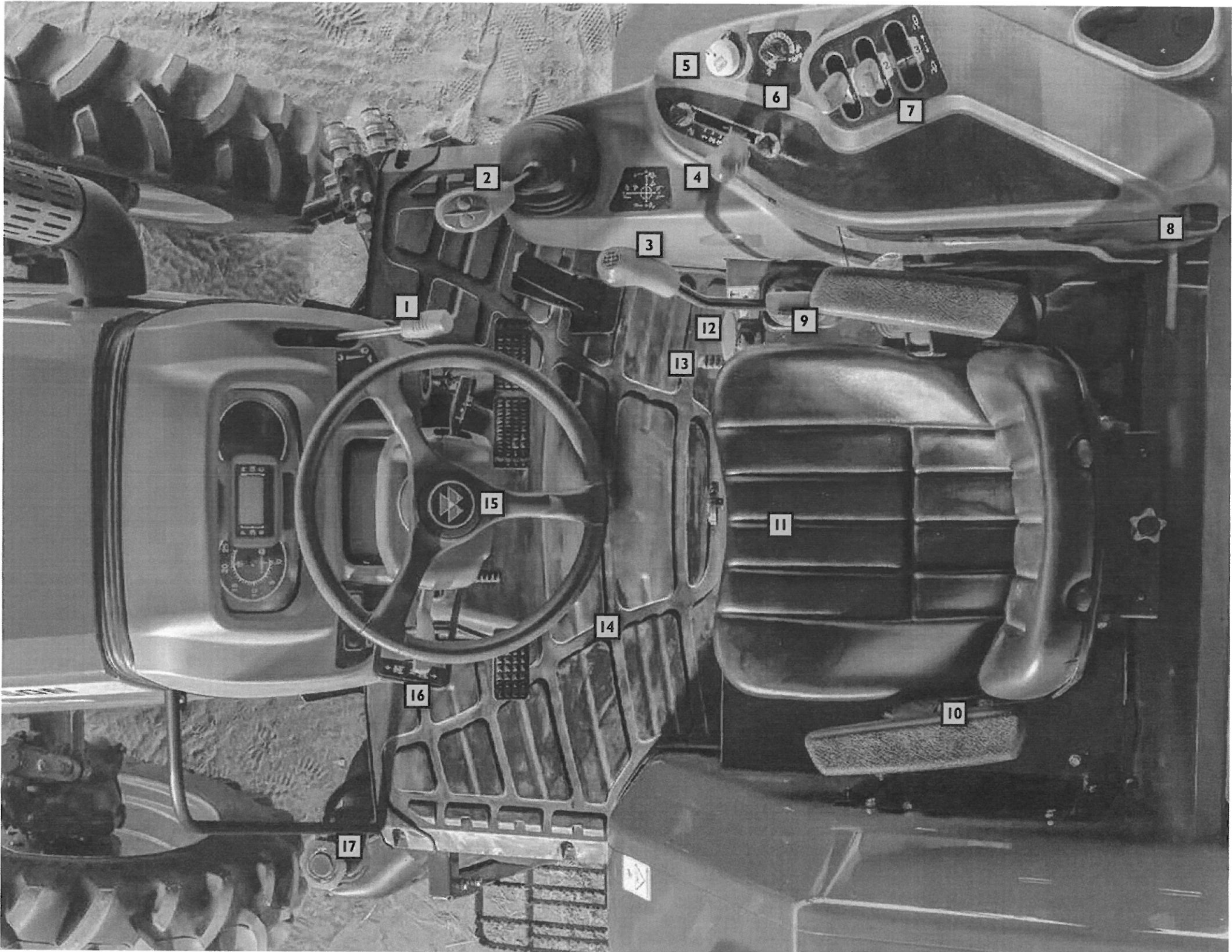


The large, 6-post, climate-controlled cab also sits up high for outstanding visibility and features two wide-opening doors with footsteps on both sides for easy in-and-out. Plus a suspended cloth seat with armrests, tilt steering wheel, controls right where you want them and an analog/digital dash to monitor the tractor's operation.



The front wiper and roof-line work lights, front and back, will help keep you going day or night. A rear wiper is available as an option.





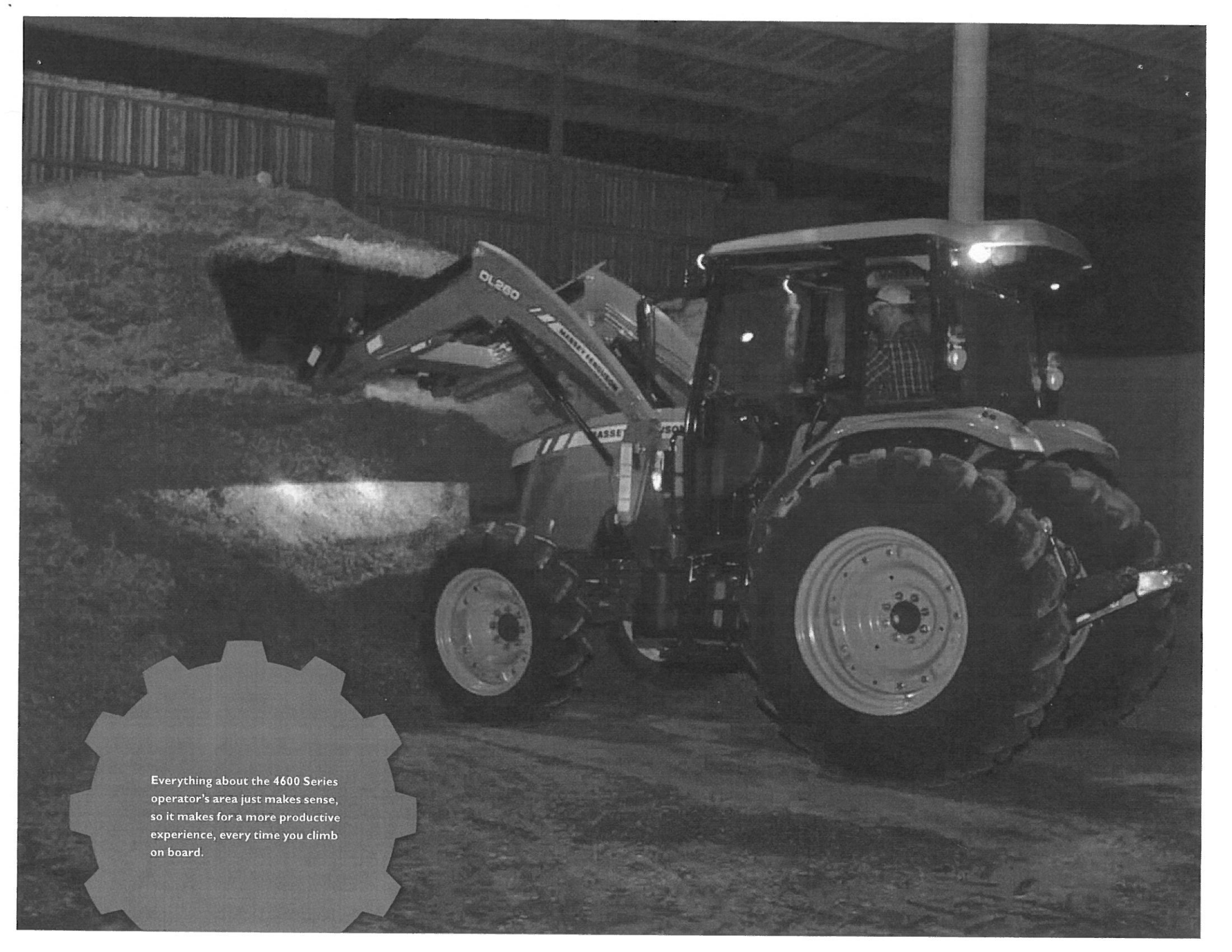
It just feels right.

A place for everything. And everything in its place.

- 1 Hand Throttle
- 2 Loader Joystick
- 3 6-speed Gear Shift
- 4 3-pt Position Control
- 5 PTO Engagement
- 6 3-pt Draft Control
- 7 Remote Valve Levers
- 8 12v Plug
- 9 2-speed Range Lever
- 10 Folding Armrests
- 11 Suspended Seat
- 12 4WD Lever
- 13 Differential Lock Pedal
- 14 Flat Foot Deck
- 15 Tilt Steering Wheel
- 16 Power Shuttle Lever
- 17 Fuel Fill



Single-piece hood raises up for full access to engine. All serviceable items (battery, air filter, etc.) are positioned for easy access and maintenance.



Everything about the 4600 Series operator's area just makes sense, so it makes for a more productive experience, every time you climb on board.

Best-in-class hydraulics.

No matter what the task or implement, the 4600 Series has the high-performance hydraulics to handle it.

A substantial hydraulic flow gives these machines the brawn to power front loaders and other hydraulic implements with ease.

An open center hydraulic system with gear-type pump delivers 17.1 gpm (65 lpm) of total flow to the implement hydraulics, so loader and implement cycling times are faster and productivity increases.

The independent rear PTO on every model is engaged electro-hydraulically via a simple twist-knob, and features a wet multi-disc clutch that's exceptionally durable, to ensure long service life. Two PTO speeds are standard: 540 RPM with standard 1 3/8-inch 6-spline shaft, and 1000 RPM with standard 1 3/8-inch 21-spline shaft. Both shafts are included with each tractor.

The PTO button works the same as in our compact tractors (just push and twist), and it's situated on the right-hand console within easy reach.



The PTO button is within easy reach.



Our integrated loader joystick makes operation easy.

Our electronic rear 3-point hitch features electronic positioning and draft control. Adjustable lower link arms with extendable category II ball ends have a lift capacity of 3,417 lbs. (1550 kg) at 24 inches. An optional high-lift kit increases the lift capacity to 4408 lbs. (2000 kg) at 24 inches. A hand lever in the right hand console gives the 3-point hitch a mechanical feel while providing electronic precision. All it takes is a simple, intuitive motion to raise or lower the implement. Draft sensing is also standard equipment.

A factory-installed hydraulic loader joystick
The integration of the joystick into the console keeps the design smooth and makes operation easy. And hydraulic valves at the tractor's mid-point simplify loader connection.

Remote hydraulic valves
2WD tractor models feature one rear remote valve as standard equipment, and 4WD models have two. However, all tractors can support up to three rear remote valves for powering implements and attachments. The rear valves are mechanically operated with control levers located in the right hand console. Customers have a choice of spring return to neutral (SRN) valves, float (FL) valves, or kick out and float (KO/FL) valves to match the needs to the job at hand.



It's off to work we go.

Specifications	MF DL250 Loader	MF DL260 Loader*
Tractor compatibility	MF4608	MF4609, 4610
Max. lift capacity @ pivot pins lbs (kg)	3,250 (1,474)	3,625 (1,644)
Max. lift capacity @ 31" forward lbs (kg)	1,990 (903)	2,536 (1,150)
Max. lift height @ pivot pins in. (mm)	123 (3,124)	128 (3,251)
Max. breakout force @ 31" forward lbs (kg)	3,075 (1,395)	3,540 (1,606)
Rated hydraulic pressure	2,800 psi	2,800 psi

*Available in mechanical self-leveling

Invest wisely

Massey Ferguson has built a worldwide following by building machines that last.

We go the extra mile right from the start, to make sure our tractors go the extra mile for years to come. Rest assured, if you ever decide to trade in your 4600 Series tractor, you can count on resale values to stay high.

Low-rate, flexible financing

Your Massey Ferguson Dealer and AGCO Finance offer attractive financing programs to make sure a new 4600 Series tractor will fit your operating budget. Extremely competitive rates and terms make it easy to purchase, lease or rent.

We're always at your service

If you're like most farmers, when you find that perfect piece of equipment, it becomes almost like part of your family. And when you buy a 4600 Series tractor, you instantly become part of ours.

Our network of dealers understands what owning a

hardworking utility tractor really means. They'll advise and support you through the selection process, the buying process, and through operation, maintenance and beyond. Equally important, they realize you have to be able to depend on them 24 hours a day, seven days a week.

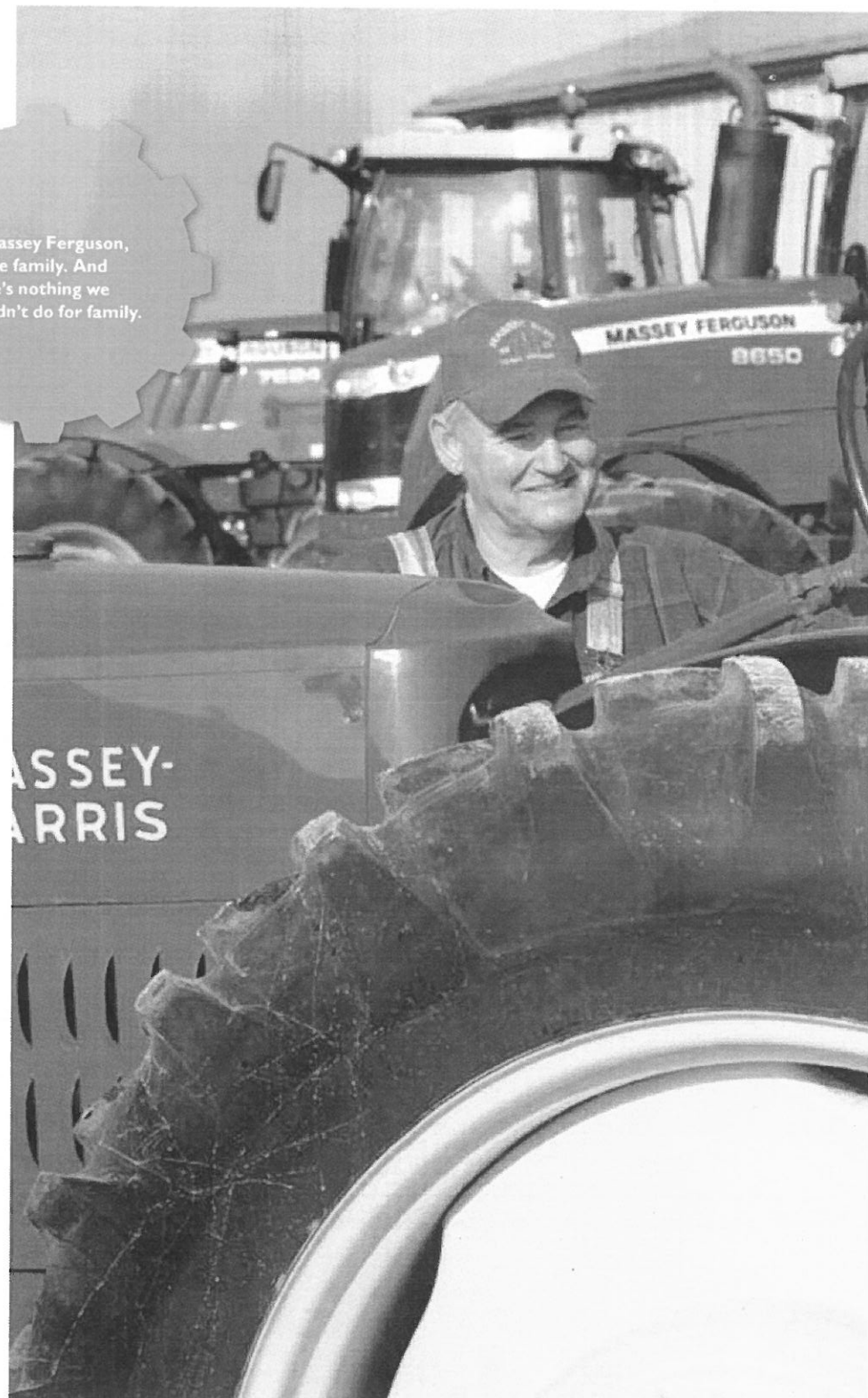
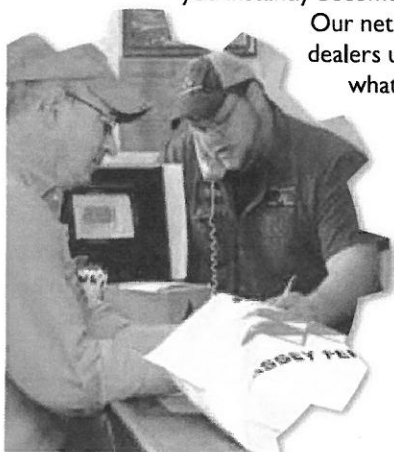
All-inclusive warranty

Even our warranty is high-performance. It provides 2 years / 2,000 hours of full coverage on all parts and labor. And it's backed by dealers who understand how to help you make the most of it.

Quality parts

Genuine Massey Ferguson replacement parts are manufactured to the same high standards of quality and dependability as the original part used on the assembly line. Using original equipment parts will help keep your 4600 Series tractor running like new.

At Massey Ferguson, you're family. And there's nothing we wouldn't do for family.





Questions?

Go to masseyferguson.us

Our website opens the door to all sorts of technical information and product specifications. If you can't find what you're looking for, click on "contact us" and we'll provide you with access to folks who can get you all the answers.

The doors are open at ShopMassey.com

You'll find all sorts of ways to live Massey Ferguson, from the latest in wearables to gifts for the entire family. And some good old-fashioned bargains, too.

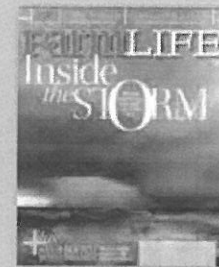
Join the clubs

Massey Ferguson Enthusiasts of North America has grown from just 59 members in 2001 to almost 600 members today. They publish a newsletter five times a year and hold annual get-togethers at well-known tractor shows. Join today; visit fergusonenthusiasts.com. The Ferguson Club is an international, independent members' club established in 1986 to promote and disseminate information and interest in the work of the late Harry Ferguson, Ferguson products and in particular, the "Ferguson System." fergusonclub.com The Friends of Ferguson Heritage Ltd. exists to encourage and assist enthusiasts in their interest in the engineering achievements of the late Harry Ferguson. fofh.co.uk

AGCO Answers

At AGCO, customer care isn't just a department. It's a commitment. Contact us with your questions. We'll do our best to answer them promptly, or put you in touch with someone who can.

AGCO Answers (877) 525-4384
agcoanswers@agcocorp.com



The Massey Ferguson Farm Life magazine is our exclusive publication that offers news, interviews and insights into all the joys—and challenges—of farming.

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Learn.

blog.AGCOcorp.com



Model	4608	4609	4610
Engine Performance			
PTO HP @ 2000 RPM (kW)	63.5 (47.4)	72 (53.7)	80 (59.7)
Rate Engine Power @ 2200 RPM HP (kW)	80 (59.7)	90 (67.1)	99 (73.8)
Engine make / model	33 AWIC by AGCO POWER, Tier 4i compliant		
Cylinders / displacement L (CID)	3-cylinder / 3.3 (201)		
Aspiration / charge cooling	Turbocharged & intercooled		
Fuel system	SisuTronic electronic engine management, high pressure common rail, direct injection		
Emissions control	External Exhaust Gas Recirculation (EGR), Diesel Oxidation Catalyst (DOC)		
Fuel capacity Gal (L)	27 (105), under platform for ground fill		
Transmission			
Type	12F x 12R Power shuttle		
Speeds	6 synchronized gears, 2 ranges		
Shuttle	Electronic via left hand control lever		
Rear 3-point Hitch			
Type / ASAE category	Category II with position and draft control		
Lower draft arms	Extendable ball ends		
Lift capacity @ 24" lbs (kg)	3,417 (1,550) standard; 4,409 (2,000) optional		
4wd Front Axle			
Type	Cast steel housing with center drive line with combination bevel gear and planetary final reduction		
Drive engagement	Mechanical engagement via hand lever		
Rear Axle			
Type	Flange axle with internal planetary final drives		
Differential lock	Mechanical engagement via foot pedal		
Braking	Independent, internal wet multi-disc brakes		
Power Take Off (PTO)			
Type	Independent, electronically engaged		
Speeds	540 / 1,000 RPM standard		
Hydraulics			
System type / system flow gpm (Lpm)	Open center system / 23.7 (90)		
Standard flow at remotes gpm (Lpm)	17.1 (65)		
Rear remote valves	1 or 2 standard, up to 3 possible		
Loader joystick option	Optional, console integrated, with mid valves and couplers		
Operator's Area			
Open station	Flat deck with rubber mat, folding ROPS		
Cab	6-post ROPS, flat deck with rubber mat, HVAC, front wiper, two doors		
Steering / seat	Deluxe suspended seat with folding armrests and retractable seat belt, tilt steering		
Lighting	Roofline flood lights: 2 front, 2 rear (cab only)		
Electrical system	12 volt DC system, 95 amp alternator		
Dimensions			
Height over cab in (mm)*	100.4 (2,550)		102.4 (2,600)
Overall length in (mm)	150.2 (3,815)		152.6 (3,875)
Wheelbase in (mm)		88.5 (2250)	
Min. width at fenders in (mm)		78.7 (2,000) depending on tire size	
4wd ROPS shipping weight lbs (kg)	6,063 (2,750)	6,394 (2,900)	6,503 (2,950)
4wd cab shipping weight lbs (kg)	6,503 (2,950)	6,835 (3,100)	6,945 (3,150)

*Can vary depending on tire size

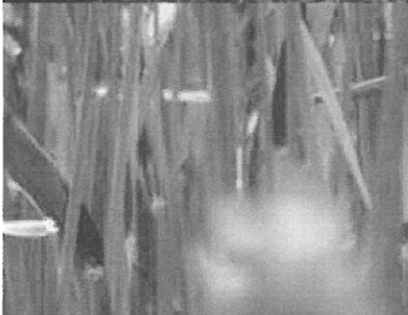
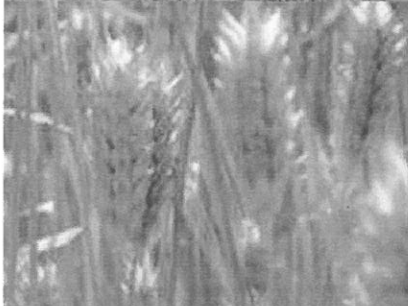
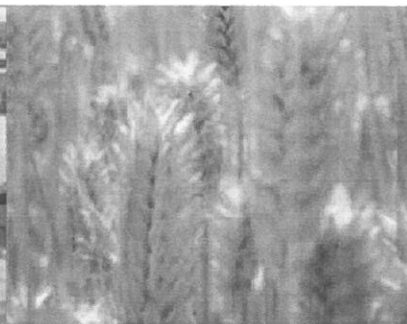


Our world is your world

Today, Massey Ferguson spans the globe, with 5 million tractors and 350,000 combines on farms worldwide. In fact, someone buys a Massey Ferguson tractor every five minutes. Maybe that's because with each and every sale, we make a singularly powerful commitment to helping each and every farmer fulfill their individual goals.

Whether this is your first Massey Ferguson purchase or just one of many, you can count on us to be there for you with the ongoing support you need.







FAIRPLAIN TRACTOR SALES, INC.
1169 RIPLEY ROAD
RIPLEY, WV 25271
PHONE: (304)-372-9875

4600 Series
masseyferguson.us



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AGCO, Your Agriculture Company, is a premier manufacturer of agricultural equipment, providing high-tech solutions for professional farmers feeding the world. The company is dedicated to delivering superior customer service, innovation and quality. AGCO products are distributed in more than 140 countries worldwide.

We proudly support:



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