



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 1

List View

## General Information

## Contact

## Default Values

## Discount

## Document Information

Procurement Folder: 521712

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: 000000166150

SO Doc ID: DOT1900000060

Legal Name: TRACTOR GUYS LLC

Published Date: 1/11/19

Alias/DBA:

Close Date: 1/23/19

Total Bid: \$337,915.00

Close Time: 13:30

Response Date: 01/22/2019

Status: Closed

Response Time: 15:30

Solicitation Description: ADDENDUM 1 15 FT BATWING  
ROT. MOWER W/ HITCH

Total of Header Attachments: 1

Apply Default Values to Commodity Lines

View Procurement Folder



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Solicitation Response

Proc Folder : 521712

Solicitation Description : ADDENDUM 1 15 FT BATWING ROT. MOWER W/ HITCH TRACTOR ATTCH.

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-01-23 13:30:00	SR 0803 ESR01221900000003347	1

VENDOR

000000166150

TRACTOR GUYS LLC

Solicitation Number: CRFQ 0803 DOT19000000060

Total Bid : \$337,915.00

Response Date: 2019-01-22

Response Time: 15:30:59

Comments:

FOR INFORMATION CONTACT THE BUYER

Crystal Rink  
(304) 558-2402  
crystal.g.rink@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	15 FT BATWING STYLE ROTARY MOWER W/ HITCH TRACTOR	20.00000	EA	\$16,895.750000	\$337,915.00

Comm Code	Manufacturer	Specification	Model #
21101708			

Extended Description :	15 FT BATWING STYLE ROTARY MOWER WITH HITCH TRACTOR ATTACHMENT
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Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Quotation  
19 — Highways

Proc Folder: 521712

Doc Description: 15 FT BATWING STYLE ROTARY MOWER W/ HITCH TRACTOR ATTACHMENT

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-12-19	2019-01-23 13:30:00	CRFQ 0803 DOT1900000060	1

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

The Tractor Guys, LLC  
87 Wiseman Road  
Salem WV 26426

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
(304) 558-2402  
crystal.g.rink@wv.gov

Signature X

FEIN # 27-0951894

DATE 01/21/2019

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

**ADDITIONAL INFORMATION:**

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR 15 FT BATWING STYLE ROTARY MOWER WITH HITCH TRACTOR ATTACHMENT PER THE ATTACHED DOCUMENTS.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	15 FT BATWING STYLE ROTARY MOWER W/ HITCH TRACTOR	20.00000	EA	\$16,895.75	\$337,915.00

Comm Code	Manufacturer	Specification	Model #
21101708	Land Pride		RC5615

**Extended Description :**

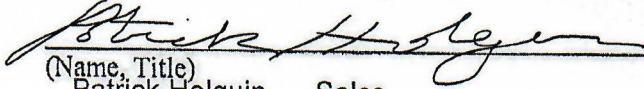
15 FT BATWING STYLE ROTARY MOWER WITH HITCH TRACTOR ATTACHMENT

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-01-03
2	VENDOR QUESTION DEADLINE	2019-01-09

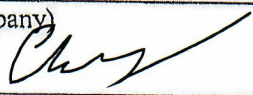


**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

  
(Name, Title)  
Patrick Holguin Sales  
(Printed Name and Title)  
87 Wiseman Road Salem WV 26426  
(Address)  
304-615-6340  
(Phone Number) / (Fax Number)  
pholguin@parcs.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

The Tractor Guys, LLC

(Company)  
  
(Authorized Signature) (Representative Name, Title)

Cliff Snodgrass  
(Printed Name and Title of Authorized Representative)

01/21/2019  
(Date)  
304-517-0239 304-782-3279  
(Phone Number) (Fax Number)

# ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ DOT1900000060

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

The Tractor Guys, LLC

Company

Authorized Signature

01/21/2019

Date

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



**REQUEST FOR QUOTATION**  
**CRFQ DOT1900000060**  
**15' Batwing Style Rotary Mower w/ Hitch Tractor Attachment**  
**(WVDOH Class 135)**

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**8. MISCELLANEOUS:**

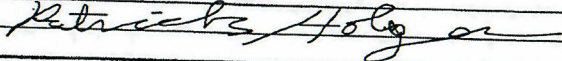
**8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to RFQ unless a contract modification is approved in accordance with the provisions contained in this contract.

**8.2 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**8.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Patrick Holguin  
Telephone Number: 304-615-6340  
Fax Number: 304-782-3279  
Email Address: pholguin@parcs.com

**Exhibit A****CRFQ DOT1900000060****BATWING ROTARY MOWER**

BATWING ROTARY MOWER					
Item No.	Description:	Make/Model & Year	Estimated Unit Quantity	Unit Price	Item Total Cost
1	ONE COMPLETE UNIT: 15'ft. Batwing Rotary Mower	2019 RC5615	20	\$16895.75	\$16895.75
Total Bid Cost		\$337,915.00			
Vendor Information					
Company Name: The Tractor Guys, LLC					
Contract Manager: Patrick Holguin					
Address: 87 Wiseman Road Salem WV 26426					
Phone: 304-615-6340					
Fax: 304-782-3279					
Email: pholguin@parcs.com					
Signature: 					



## EXHIBIT B

## EQUIPMENT PREVENTATIVE MAINTENANCE QUESTIONNAIRE

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY SUCCESSFUL BIDDER OR MANUFACTURER'S TECHNICAL REPRESENTATIVE PRIOR TO DELIVERY TO THE WVDOH.

DESCRIPTION: Batwing Rotary MowerMAKE: Land PrideMODEL: RC5615YEAR: 2019

PURCHASE AMOUNT: \_\_\_\_\_

ENGINE: MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

FUEL TYPE: \_\_\_\_\_

HORSEPOWER: \_\_\_\_\_

CYLINDER: \_\_\_\_\_

ENGINE SERIAL: \_\_\_\_\_

COOLING SYSTEM CAPACITY: \_\_\_\_\_

BELTS:

DESCRIPTION:

PART NUMBERS:

15' Land Pride Cutter

GVW: \_\_\_\_\_

AXLE CAPACITY: FRONT: \_\_\_\_\_

REAR: \_\_\_\_\_

TIRES:

FRONT MAKE & SIZE: 25.5" 4 on transport axle. 2 on ea. wing axleREAR MAKE & SIZE: 25.5"

DIMENSIONS OF UNIT:

LENGTH: 4.88MWIDTH: 4.87M overall

LENGTH: \_\_\_\_\_

VENDOR CONTACT PERSON: Patrick HolguinPHONE: 304-615-6340

PARTS:

BATTERY MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

CCA: \_\_\_\_\_

TOP OR SIDE POST: \_\_\_\_\_

DIMENSIONS: LENGTH \_\_\_\_\_

WIDTH \_\_\_\_\_

HEIGHT \_\_\_\_\_

SPARK PLUGS OR FUEL INJECTORS MAKE: \_\_\_\_\_

PART # \_\_\_\_\_

FUEL PUMP OR INJECTION PUMP MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

ALTERNATOR MAKE: \_\_\_\_\_

PART #: \_\_\_\_\_

STARTER MAKE: \_\_\_\_\_

PART #: \_\_\_\_\_

TURBO CHARGER MAKE: \_\_\_\_\_

PART #: \_\_\_\_\_

TRANS. MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

AUTO/MANUAL: \_\_\_\_\_

HYDRAULIC PUMP MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

FILTERS

MAKE

PART NO.

LUBRICANT

MANUFACTURER TYPE

OIL

AIR INNER

AIR OUTER

FUEL PRIMARY

FUEL SECONDARY

COOLANT

HYDRAULIC

OTHER

ENGINE

TRANSMISSION

POWER STEERING

HYDRAULIC

DIFFERENTIALS

BRAKE FLUID

COOLANT

OTHER



STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: The Tractor Guys, LLC

Authorized Signature:  Date: 01/21/2019

State of West Virginia

County of Jackson, to-wit:

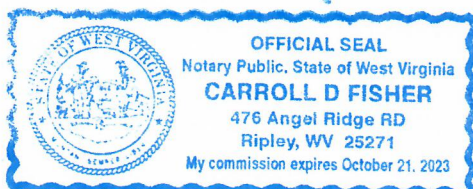
Taken, subscribed, and sworn to before me this 21 day of January, 2019.

My Commission expires 10 / 21, 2023.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** 

*Purchasing Affidavit (Revised 01/19/2018)*







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Allegheny Insurance 104 Third Street P O Box 1426 Elkins WV 26241		<b>CONTACT NAME:</b> Deanna Armentrout <b>PHONE (A/C, No, Ext):</b> (800) 628-7794 <b>FAX (A/C, No):</b> (304) 636-2043 <b>E-MAIL ADDRESS:</b> darmentrout@alleghenyinsurance.com	
<b>INSURED</b> The Tractor Guys LLC 87 Wiseman Run Rd Salem WV 26426		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> The Motorists Insurance Group <b>INSURER B:</b> BrickStreet Mutual Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 14621 12372	

## COVERAGES

**CERTIFICATE NUMBER:** Master Liab

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3329447100	03/22/2018	03/22/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		3329447100	03/22/2018	03/22/2019	PRODUCTS - COMP/OP AGG \$ 2,000,000
	Employee Benefits \$ 1,000,000						
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000						
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			3329447100	03/22/2018	03/22/2019	PROPERTY DAMAGE (Per accident) \$
	Garagekeepers \$ 100,000						
	EACH OCCURRENCE \$ 1,000,000						
	AGGREGATE \$ 1,000,000						
	\$						
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCB1026333	03/22/2018	03/22/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Includes Broad Form
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
	Blanket Limit 21,900,000						
A	Dealer Equipment			3329447100	03/22/2018	03/22/2019	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of West Virginia is additional insured. 30 day notice of cancellation applies.

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Deanna Armentrout*



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 Vendor Preference, if applicable.

1. ☒ **Application is made for 2.5% vendor preference for the reason checked:**  
Bidder is an individual resident vendor and has resided continuously in West Virginia, 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,  
☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked:**  
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. ☒ **Application is made for 5% 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% 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% 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.
8. ☒ **Application is made for reciprocal preference.**  
Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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) rescind the contract or purchase order; 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.

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: The Tractor Guys, LLC

Signed: 

Date: 01/21/2019

Title: C.O.O.

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