



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

Solicitation

NUMBER
7013C011

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 304-558-2402

VENDOR

*214115605 740-446-9777
 JIMS FARM EQUIPMENT INC
 2150 EASTERN AVE
 GALLIPOLIS OH 45631

SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

DATE PRINTED
05/08/2013

BID OPENING DATE: 05/29/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		060-74		
				MASSEY FERGUSON OEM PARTS		
				REQUEST FOR QUOTATION (OPEN-END CONTRACT)		
				THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR MASSEY FERGUSON OEM PARTS OR EQUAL PER THE ATTACHED SPECIFICATIONS.		
				***** THIS IS THE END OF RFQ 7013C011 ***** TOTAL:		17548.64
				05/21/13 09:55:21 AM West Virginia Purchasing Division		

SIGNATURE <i>Wanda Fraley</i>	TELEPHONE 740-446-9777	DATE 5-17-13
TITLE Sec.	FEIN 31-1530787	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 7013C011

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 type="checkbox"/> Addendum No. 1

<input type="checkbox"/> Addendum No. 2

<input type="checkbox"/> Addendum No. 3

<input type="checkbox"/> Addendum No. 4

<input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 6

<input type="checkbox"/> Addendum No. 7

<input type="checkbox"/> Addendum No. 8

<input type="checkbox"/> Addendum No. 9

<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.

Jim's Farm Eq. Inc.
Company

Donna Fraluy
Authorized Signature

5-17-13

Date

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

REQUEST FOR QUOTATION
7013C011 MASSEY FERGUSON OEM PARTS or EQUAL

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation, Division of Highways to establish a contract for Massey Ferguson OEM Parts or Equal. The Contract awarded from this RFQ shall cover Eligible Items from Vendor's Catalog.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below.
 - 2.1 "Agency" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the RFQ.
 - 2.2 "Catalog" means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
 - 2.3 "Catalog Price" means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalog price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalog price of \$400.00).
 - 2.4 "Discount Percentage" means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category
 - 2.5 "Discounted Price" means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.
 - 2.6 "Discounted Unit Price" means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.
 - 2.7 "Eligible Item" means Massey Ferguson OEM Parts or Equal.
 - 2.8 "Pricing Page" or "Pricing Pages" means the schedule of prices, Discount Percentage, estimated usage, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.9 "RFQ" means the official request for quotation published by the West Virginia Purchasing Division and identified as 7013C011.

REQUEST FOR QUOTATION
7013C011 MASSEY FERGUSON OEM PARTS or EQUAL

- 2.10 **“Total Bid Cost”** means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the total bid cost.
- 2.11 **“Unit”** means the smallest measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.
- 2.12 **“Unit Price”** means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
- 2.13 **“Units Provided for Catalog Price”** means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor’s Catalog that corresponds with the Catalog Price. (Ex. A box of 200 nuts advertised in vendor’s catalog for \$4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in Vendor’s catalog for \$400.00, each containing 100 boxes with 200 nuts per box, yields a Unit Provided for Catalog Price of 20,000.)

3. GENERAL REQUIREMENTS:

- 3.1 **Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.
- A. Eligible Items must be Massey Ferguson OEM Parts or Equal.
- 3.2 **Other Mandatory Requirements:**
- A. This contract shall exclude the purchase of whole unit components that may be listed within the manufacturer’s price list.
- B. Vendor shall furnish any consulting services which might be needed in the proper installation of these parts at no extra cost to the West Virginia Division of Highways.
- C. Concurrently with each shipment, vendor shall forward a proper and current Material Safety Data Sheet (“MSDS”) to the Division of Highways Equipment Division in Buckhannon, West Virginia. Vendor shall also furnish the State of West Virginia and/or any of its other Agencies with additional MSDS as requested.

REQUEST FOR QUOTATION
7013C011 MASSEY FERGUSON OEM PARTS or EQUAL

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

- 4.1 Contract Award:** The Contract is intended to provide the Agency with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor or Vendors that meets the RFQ specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages. Notwithstanding the foregoing, the West Virginia Department of Transportation, Division of Highways reserves the right to award this Contract to Multiple Vendors if it deems such action necessary.
- 4.2 Discount Percentage:** Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentage and subsequent Discounted Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

- 4.3 Pricing Pages:** Vendors are **strongly encouraged** to complete the Pricing Pages electronically in Microsoft Excel. Doing so will reduce the number of calculations required and the possibility for calculation errors as explained below.
- 4.4 Information Requested.** Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes Catalog Prices, Units Provided for Catalog Price, Unit Prices, Discount Percentages, Discounted Unit Prices, Units, and Item Total Costs. The Vendor should also include the Total Bid Cost, Discount Percentages for all Eligible Item product categories (including a miscellaneous category), and Contract Coordinator contact information. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety will result in Vendor's bid being disqualified.

REQUEST FOR QUOTATION
7013C011 MASSEY FERGUSON OEM PARTS or EQUAL

Vendor must apply the appropriate Discount Percentage for each frequently purchased Eligible Item listed on the Pricing Pages in arriving at the Discounted Unit Price for that item. For example, If Item A falls into the parts category then the Discount Percentage for the parts category must be used to calculate the Discounted Unit Price for Item A on the Pricing Pages.

4.5 Pricing Page Calculations. The Pricing Pages require Vendor to insert its Catalog Price, Units Provided for Catalog Price, and Discount Percentage for the Eligible Items listed thereon. That information, along with information that is already included on the Pricing Pages will be used to calculate the Unit Price, Discounted Unit Price, item total cost, and Total Bid Cost. If Vendor completes the Pricing Pages electronically using the Microsoft Excel version from the Purchasing Division, these calculations will be automatically completed.

A. Unit Price Calculation – The Unit Price is calculated by dividing the Catalog Price by the Units Provided for Catalog Price.

Example: \$10 per box divided by 10 masks per box equals a Unit Price of \$1.

B. Discounted Unit Price – The Discounted Unit Price is calculated by applying the appropriate Discount Percentage to the Unit Price

Example: \$1 Unit Price reduced by a 10% Discount Percentage equals a \$0.90 Discounted Unit Price.

C. Item Total Cost – The item total cost is calculated by multiplying the estimated unit quantity by the Discounted Unit Price.

Example: An estimated unit quantity of 10,000 masks multiplied by a Discounted Unit Price of \$0.90 equals a \$9,000 item total cost for that item.

D. Total Bid Cost – The Total Bid Cost is calculated by adding the item total cost for every item listed on the Pricing Pages.

Example: Item total costs of \$9,000 and \$1,000 would equal a Total Bid Cost of \$10,000 (assuming that the Pricing Pages contained only two items).

REQUEST FOR QUOTATION
7013C011 MASSEY FERGUSON OEM PARTS or EQUAL

- 4.6 Estimated Quantities Only.** The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.
- 4.7 Correction of Errors.** Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendor is strongly encouraged to electronically enter the information into the Pricing Pages to prevent errors in the evaluation.
- 4.8 Electronic Version.** The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Alan.W.Cummings@WV.Gov.

The Purchasing Division's electronic version of the Pricing Pages contains the formulas for calculating the Unit Price, Discounted Unit Price, item total cost, and Total Bid Cost. Those items will be automatically populated by the Microsoft Excel program when Vendor inserts its Catalog Price, Units Provided for Catalog Price, and Discount Percentage. Utilizing the electronic version of the Pricing Pages and inserting the values using Microsoft Excel will greatly reduce the number of calculations that Vendor will have to make and the possibilities for error. The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

REQUEST FOR QUOTATION
7013C011 MASSEY FERGUSON OEM PARTS or EQUAL

5. Catalog:

- 5.1 Submission.** Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to Agency at any and all locations as Agency may direct. Copies of the Catalog may be requested in an electronic format and should be provided in that format if possible. Vendor's Catalog will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

- 5.2 Catalog Modification.** Vendor may submit an updated Catalog for consideration prior to renewing this Contract. Any request to consider an updated Catalog during the initial contract term, or during a subsequent renewal term, must be submitted at least 180 days after the contract award date or the renewal date. The Purchasing Division reserves the right to deny a request to update a Catalog at its sole discretion. Additionally, the Agency must agree to any Catalog update request and the Attorney General's office must approve the request (as to form).

Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

6. ORDERING AND PAYMENT:

REQUEST FOR QUOTATION
7013C011 MASSEY FERGUSON OEM PARTS or EQUAL

- 6.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

- 6.2 Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7. DELIVERY AND RETURN:

- 7.1 Delivery Time and Place:** Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to Agency Locations at: (See attached Exhibit B for Districts and Locations).
- 7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

REQUEST FOR QUOTATION
7013C011 MASSEY FERGUSON OEM PARTS or EQUAL

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.4 Return of Unacceptable Items:** Items that Agency deems unacceptable 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.
- 7.5 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 may charge a restocking fee not to exceed 5% of Discounted Unit Price, if returned products are in resalable condition. Items shall be deemed to be in resalable condition if they are unused and in the original packaging.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the RFQ or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.

REQUEST FOR QUOTATION
7013C011 MASSEY FERGUSON OEM PARTS or EQUAL

- 8.3 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.
- 8.4 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: Jim Galley

Telephone Number: 740-446-9777

Fax Number: 740-446-8122

Email Address: jimsfarm@suddenlinkmail.com

7013C011 - Pricing Page

Discount Percentage 5

Item No.	MASSEY FERGUSON OEM PARTS	"Or Equal" Parts	Estimated Unit Quantity	Unit (for calculation purposes)	Catalog Price	Units Provided for Catalog Price	Unit Price	Discounted Price	Discounted Unit Price	Item Total Cost
1	Part No. 3798174M5 Description: FRICTION DISC	Part No. Description:	4	1 - FRICTION DISC	—					—
2	Part No. 4300435M1 Description: CLUTCH	Part No. Description:	4	1 - CLUTCH	529.10	1	529.10	502.94	502.94	2513.20
3	Part No. 4300586M1 Description: ABSORBER	Part No. Description:	4	1 - ABSORBER	452.40	1	452.40	502.94 429.78	429.78	1719.12
4	Part No. 4271845M92 Description: FLYWHEEL	Part No. Description:	4	1 - FLYWHEEL	1548.10	1	1548.10	1470.69	1470.69	5882.76
5	Part No. 3797947M2 Description: PISTON	Part No. Description:	8	1 - PISTON	192.40	1	192.40	182.78	182.78	1462.24
6	Part No. 3616417M1 Description: SUPPORT	Part No. Description:	4	1 - SUPPORT	291.20	1	291.20	276.64	276.64	1106.56
7	Part No. 3619551M3 Description: ACCUMULATOR	Part No. Description:	6	1 - ACCUMULATOR	243.10	1	243.10	230.94	230.94	1385.64
8	Part No. 4305928M91 Description: FILTER	Part No. Description:	6	1 - FILTER	71.37	1	71.37	67.80	67.80	406.80

7013C011 - Pricing Page

Discount Percentage 5

Item No.	MASSEY FERGUSON OEM PARTS	"Or Equal" Parts	Estimated Unit Quantity	Unit (for calculation purposes)	Catalog Price	Units Provided for Catalog Price	Unit Price	Discounted Price	Discounted Unit Price	Item Total Cost
9	Part No. 3617197M3 Description: STOP	Part No. Description:	6	1 - STOP	146.05	1	146.05	138.74	138.74	832.74
10	Part No. 4300400M1 Description: STRAINER	Part No. Description:	6	1 - STRAINER	72.10	1	72.10	68.49	68.49	410.94
11	Part No. 4224762M1 Description: HOUSING	Part No. Description:	8	1 - HOUSING	62.40	1	62.40	59.28	59.28	474.24
12	Part No. 3580955M1 Description: CLUTCH FINGER	Part No. Description:	6	1 - CLUTCH FINGER	83.85	1	83.85	79.65	79.65	477.90
13	Part No. 3010107X1 Description: GASKET	Part No. Description:	5	1 - PCKG of 10 GASKETS	26.20	1	26.20	20.48	20.48	124.00
14	Part No. 3010101X1 Description: ORING	Part No. Description:	5	1 - PCKG of 5 ORINGS	45.20	1	45.20	42.90	42.90	214.50
15	Part No. 3010100X1 Description: GASKET	Part No. Description:	5	1 - PCKG of 10 GASKETS	110.33	1	110.33	107.60	107.60	538.00
Total Bid Cost										\$17,548.64

REQUEST FOR QUOTATION
7013C011 MASSEY FERGUSON OEM PARTS OR EQUAL

EXHIBIT B: DIVISION OF HIGHWAYS LOCATIONS

Equipment Division
WV Division of Highways
P.O. Box 610
Buckhannon, WV. 26201
Attn: Mike Neely (FOUR COPIES)

WVDOT/Division of Highways
D-1
1340 Smith St.
Charleston, WV. 25301
Attn: Bob Heckert

WVDOT/Division of Highways
D-2
P.O. Box 880
Huntington, WV. 25712
Attn: Barbara King

WVDOT/Division of Highways
D-3
626 Depot St.
Parkersburg, WV. 26101
Attn: Beverly Meyers

WVDOT/Division of Highways
D-4
P.o. Box 2570
Clarksburg, WV. 26301
Attn: Jim Funk

WVDOT/Division of Highways
D-5
P.O. Box 99
Burlington, WV. 26710
Attn: Laranda Baldwin

WVDOT/Division of Highways
D-6
1 DOT Drive
Moundsville, WV. 26041-2353
Attn: Carol Ryan

WVDOT/Division of Highways
D-7
Drawer 1228
Weston, WV. 26452
Attn: Melissa Jordan

WVDOT/Division of Highways
D-8
P.O. Box 1516
Elkins, WV. 26241
Attn: Debbie Barnett

WVDOT/Division of Highways
D-9
103 1/2 Church Street
Lewisburg, WV. 24901
Attn: Sherry Bostic

WVDOT/Division of Highways
D-10
270 Hardwood Lane
Princeton, WV. 24740
Attn: John Carder

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: _____

Signed: _____

Date: _____

Title: _____

RFQ No. 7013C011

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: Janis Farm Equipment Inc.
Authorized Signature: Jonna Haley Date: 5-17-13

State of Ohio

County of Ballia, to-wit:

Taken, subscribed, and sworn to before me this 17 day of MAY, 2013

My Commission expires Aug 9th, 2016.



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF OHIO
ERIC P. JONES
My Comm. Expires Aug 9th 2016

NOTARY PUBLIC Eric P. Jones
Purchasing Affidavit (Revised 07/01/2012)

NOTE:
Vendor and Notary's date must be the same.
Notary required to AFFIX SEAL on Purchasing Affidavit.