



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

State of West Virginia  
 Request for Quotation

Proc Folder: 59420

Doc Description: ONE TIME PURCHASE OF (5) UTVs

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-22	2015-01-20 13:30:00	CRFQ 0310 DNR1500000038	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:

**MIDDLETOWN TRACTOR SALES**  
 2050 BOYERS DRIVE  
 FAIRMONT, WV 26554  
 (304) 366-4690 OR 877-98 DEERE  
 www.middletowntractor.com

BID RECEIVED LATE

BUYER *Dean Wingerd*

WITNESS *Tanya*

DISQUALIFIED

01/22/15 10:21:05  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Dean Wingerd  
 (304) 558-0468  
 dean.c.wingerd@wv.gov

Signature X

*Phillip C. Atwell*

FEIN # 55-054-7175

DATE 16 January 2015

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

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV25303-9730 US		DIVISION OF NATURAL RESOURCES DISTRICT I OFFICE 1110 RAILROAD ST FARMINGTON WV 26571-0099 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Honda Pioneer 2014 4x4, 700 x 4 Sports UTV, or equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101507			

**Extended Description :**

THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DIVISION OF NATURAL RESOURCES, LAW ENFORCEMENT SECTION, IS SOLICITING BIDS FOR THE ONE-TIME PURCHASE OF FIVE (5) SIDE-BY-SIDE SPORT UTILITY VEHICLES, PER THE ATTACHED SPECIFICATIONS.

LINE NUMBER 1-  
Honda Pioneer 2014 (or newer) 4x4, 700 x 4 Sports Utility Vehicle, or equal.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV25303-9730 US		DIVISION OF NATURAL RESOURCES DISTRICT I OFFICE 1 DEPOT ST ROMNEY WV 26757 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Honda Pioneer 2014 4x4, 700 x 4 Sports UTV, or equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101507			

**Extended Description :**

Honda Pioneer 2014 (or newer) 4x4, 700 x 4 Sports Utility Vehicle, or equal.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV25303-9730 US		DIVISION OF NATURAL RESOURCES DISTRICT III OFFICE RT 20 AND ALEXANDER RD FRENCH CREEK WV 26218 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Honda Pioneer 2014 4x4, 700 x 4 Sports UTV, or equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101507			

**Extended Description :**

Honda Pioneer 2014 (or newer) 4x4, 700 x 4 Sports Utility Vehicle, or equal.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV25303-9730 US		DIVISION OF NATURAL RESOURCES LAW ENFORCEMENT DISTRICT V 4300 FIRST AVE, STE 100 NITRO WV 25143 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Honda Pioneer 2014 4x4, 700 x 4 Sports UTV, or equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101507			

**Extended Description :**

Honda Pioneer 2014 (or newer) 4x4, 700 x 4 Sports Utility Vehicle, or equal.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV25303-9730 US		DIVISION OF NATURAL RESOURCES DISTRICT VI OFFICE 2311 OHIO AVE PARKERSBURG WV 26101-2559 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Honda Pioneer 2014 4x4, 700 x 4 Sports UTV, or equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101507			

**Extended Description :**

Honda Pioneer 2014 (or newer) 4x4, 700 x 4 Sports Utility Vehicle, or equal.

DNR150000038	<b>Document Phase</b> Final	<b>Document Description</b> ONE TIME PURCHASE OF (5) UTVs	<b>Page 4</b> of 4
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION  
Side-by-Side Sports Utility Tractors

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Law Enforcement Section to establish a contract for the one time purchase of five (5) Side-by-Side Sports Utility Vehicles.
  
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 Side-by-Side Sports Utility Vehicles.
  
  - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division.
  
  - 2.4 **“WD”** means wheel drive.
  
  - 2.5 **“R/N/P/4WD”** means Reverse/Neutral/Park/4 Wheel Drive.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 **Honda Pioneer 4x4, 700 x 4 Sports Utility Vehicle, or equal.**
      - 3.1.1.1 Must be brand new, 2014 model or newer.
      - 3.1.1.2 Must have a minimum 675 cc liquid cooled, four stroke gasoline engine.
      - 3.1.1.3 Must be 2 WD/4WD selectable with locking differential.
      - 3.1.1.4 Must have a hard top with windshield and doors.
      - 3.1.1.5 Must have a 2 inch hitch receiver with a minimum towing capacity of 1,300 lbs.

**REQUEST FOR QUOTATION**  
**Side-by-Side Sports Utility Tractors**

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- 3.1.1.6** Must have an installed winch with minimum pulling power of 3,500 lbs.
- 3.1.1.7** Must have an electric ignition.
- 3.1.1.8** Must have front and rear hydraulic disc brakes.
- 3.1.1.9** Must have multi-disc rear brakes.
- 3.1.1.10** Must have 25 x 8-12 front tires.
- 3.1.1.11** Must have 25 x 10-12 rear tires.
- 3.1.1.12** Must have a minimum 10 inch ground clearance.
- 3.1.1.13** Must be minimum 112 inches, and maximum of 148.5 in length.
- 3.1.1.14** Must be a minimum of 55 inches, and a maximum 65 inches in width.
- 3.1.1.15** Must be a minimum of 65 inches, and a maximum of 80 inches in height.
- 3.1.1.16** Must have a wheel base of maximum 107 inches.
- 3.1.1.17** Must have a minimum 7 gallon fuel capacity.
- 3.1.1.18** Must have a speedometer, fuel gauge, clock hour meter, odometer, and parking-brake indicator, R/N/P/4WD, water temp and low-oil-pressure indicators.
- 3.1.1.19** Must have seating for four (4) people, driver and three (3) passengers.
- 3.1.1.20** Color must be real tree, woodland camouflage or any other camouflage variant.
- 3.1.1.21** Must have a tilt bed.

**REQUEST FOR QUOTATION  
Side-by-Side Sports Utility Tractors**

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**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 Pricing Page:** Vendor should complete the Pricing Page by entering the Unit Cost and Extended Cost, Unit and Extended Cost must including shipping charges. Vendors bidding "or equal" products must enter the Manufacturer's Description and Model Number in the column provided. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

**5. PAYMENT:**

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

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within thirty (30) calendar days after receiving a purchase order. Contract Items must be delivered to the following locations:

Item 1: District 1  
Farmington Office  
1110 Railroad Street  
Farmington, WV 26571

Item 2: District 2  
Romney Office  
1 Depot Street  
Romney, WV 26757

Item 3: District 3  
French Creek Office  
163 Wildlife Road  
French Creek, WV 26218

**REQUEST FOR QUOTATION**  
**Side-by-Side Sports Utility Tractors**

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Item 4: District 5  
Nitro Office  
4300 First Avenue  
Nitro, WV 25801

Item 5: District 6  
Parkersburg Office  
2311 Ohio Avenue  
Parkersburg, WV 26101

- 6.1 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.

- 6.2 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.3 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.
- 6.4 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.



**REQUEST FOR QUOTATION**  
**Side-by-Side Sports Utility Tractors**

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**7 VENDOR DEFAULT:**

**7.1 The following shall be considered a vendor default under this Contract.**

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

**7.2 The following remedies shall be available to Agency upon default.**

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

Division of Natural Resources – Law Enforcement Section  
Pricing Page

Item No.	Description	Manufacturer and Model for "or equal" bids	Qty.	Unit Price	Extended Price
1	Honda Pioneer 2014 (or newer) 4x4, 700 x 4 Sports Utility Vehicle, or equal. Shipping location: District 1, Farmington Office, 1110 Railroad St., Farmington, WV 26571	2015 John Deere 825iS4	1	\$18,625.94	\$18,625.94
2	Honda Pioneer 2014 (or newer) 4x4, 700 x 4 Sports Utility Vehicle, or equal. Shipping location: District 2, Romney Office, 1 Depot St., Romney, WV 26757	2015 John Deere 825iS4	1	\$18,625.94	\$18,625.94
3	Honda Pioneer 2014 (or newer) 4x4, 700 x 4 Sports Utility Vehicle, or equal. Shipping location: District 3, French Creek Office, 163 Wildlife Rd., French Creek, WV 26218	2015 John Deere 825iS4	1	\$18,625.94	\$18,625.94
4	Honda Pioneer 2014 (or newer) 4x4, 700 x 4 Sports Utility Vehicle, or equal. Shipping location: District 5, Nitro, 4300 First Avenue, Nitro, WV 25801	2015 John Deere 825iS4	1	\$18,625.94	\$18,625.94
5	Honda Pioneer 2014 (or newer) 4x4, 700 x 4 Sports Utility Vehicle, or equal. Shipping location: District 6, Parkersburg Office, 2311 Ohio Avenue, Parkersburg, WV 26101	2015 John Deere 825iS4	1	\$18,625.94	\$18,625.94
<b>TOTAL BID AMOUNT (Includes Shipping Costs)</b>					<b>\$93,129.70</b>

\*If bidding "or equal" brands, vendor must include manufacturer's literature documenting it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the RFQ.



Quote Summary

Prepared For:  
State Of West Virginia Department Of Natural Resources  
2019 Washington St E  
Charleston, WV 25305  
Business: 304-558-0468  
Dean.C.Wingerd@wv.gov

Prepared By:  
Phillip Cottrille  
Middletown Tractor Sales  
2050 Boyers Drive  
Fairmont, WV 26554  
Phone: 304-366-4690  
phil@middletowntractor.com

Quote Id: 10817821  
Created On: 15 January 2015  
Last Modified On: 15 January 2015  
Expiration Date: 30 January 2015

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE XUV 825i S4 Camo (Build To Order)	\$ 18,625.93 X	1 =	\$ 18,625.93
JOHN DEERE XUV 825i S4 Camo (Build To Order)	\$ 18,625.94 X	4 =	\$ 74,503.76
Equipment Total			\$ 93,129.69

Quote Summary	
Equipment Total	\$ 93,129.69
SubTotal	\$ 93,129.69
Total	\$ 93,129.69
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 93,129.69

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

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



**JOHN DEERE**

# Selling Equipment



Quote Id: 10817821

Customer: STATE OF WEST VIRGINIA DEPARTMENT OF NATURAL RESOURCES

## JOHN DEERE XUV 825i S4 Camo(Build To Order)

Hours:

Stock Number:

Selling Price  
\$ 18,625.93

Code	Description	Qty	Unit	Extended
5884M	XUV 825i S4 Camo (Build To Order)	1	\$ 15,309.00	\$ 15,309.00
<b>Standard Options - Per Unit</b>				
001A	US/Canada	1	\$ 0.00	\$ 0.00
1003	Black Steel Wheels Ancla M-T Extreme Terrain Tire	1	\$ 0.00	\$ 0.00
2001	21 In. Standard XUV HB Seat - Black	1	\$ 0.00	\$ 0.00
3000	Deluxe Cargo Box with Paint, Brake, Tail & Reverse Lights	1	\$ 0.00	\$ 0.00
4000	OPS with nets	1	\$ 0.00	\$ 0.00
4030	Roof	1	\$ 581.00	\$ 581.00
4099	Manual Lift	1	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	\$ 0.00
4249	Less Front Brush Guard	1	\$ 0.00	\$ 0.00
6309	Less Front Hood Rack XUV	1	\$ 0.00	\$ 0.00
	<b>Standard Options Total</b>			<b>\$ 581.00</b>
<b>Dealer Attachments</b>				
BM24641	3500 lb Winch Bumper Mount Kit (S4)	1	\$ 197.96	\$ 197.96
BM23742	OPS Full No-Scratch Windshield	1	\$ 542.49	\$ 542.49
BM24118	Poly Cab Doors (S4)	1	\$ 5,243.00	\$ 5,243.00
BM24723	WARN ProVantage 3500 lb Winch	1	\$ 588.50	\$ 588.50
	<b>Dealer Attachments Total</b>			<b>\$ 6,571.95</b>
<b>Other Charges</b>				
	Freight	1	\$ 500.00	\$ 500.00
	Delivery	1	\$ 120.00	\$ 120.00
	Setup	1	\$ 490.00	\$ 490.00
	<b>Other Charges Total</b>			<b>\$ 1,110.00</b>
	<b>Suggested Price</b>			<b>\$ 23,571.95</b>
<b>Customer Discounts</b>				
	<b>Customer Discounts Total</b>		<b>\$ -4,946.02</b>	<b>\$ -4,946.02</b>
<b>Total Selling Price</b>				<b>\$ 18,625.93</b>

## JOHN DEERE XUV 825i S4 Camo(Build To Order)



**JOHN DEERE**

# Selling Equipment



Quote Id: 10817821

Customer: STATE OF WEST VIRGINIA DEPARTMENT OF NATURAL RESOURCES

Hours:

Stock Number:

Code	Description	Qty	Unit	Selling Price Extended
5884M	XUV 825i S4 Camo (Build To Order)	4	\$ 15,309.00	\$ 61,236.00
<b>Standard Options - Per Unit</b>				
001A	US/Canada	4	\$ 0.00	\$ 0.00
1003	Black Steel Wheels Ancla M-T Extreme Terrain Tire	4	\$ 0.00	\$ 0.00
2001	21 In. Standard XUV HB Seat - Black	4	\$ 0.00	\$ 0.00
3000	Deluxe Cargo Box with Paint, Brake, Tail & Reverse Lights	4	\$ 0.00	\$ 0.00
4000	OPS with nets	4	\$ 0.00	\$ 0.00
4030	Roof	4	\$ 581.00	\$ 2,324.00
4099	Manual Lift	4	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	4	\$ 0.00	\$ 0.00
4249	Less Front Brush Guard	4	\$ 0.00	\$ 0.00
6309	Less Front Hood Rack XUV	4	\$ 0.00	\$ 0.00
	<b>Standard Options Total</b>			<b>\$ 2,324.00</b>
<b>Dealer Attachments</b>				
BM24641	3500 lb Winch Bumper Mount Kit (S4)	4	\$ 197.96	\$ 791.84
BM23742	OPS Full No-Scratch Windshield	4	\$ 542.49	\$ 2,169.96
BM24118	Poly Cab Doors (S4)	4	\$ 5,243.00	\$ 20,972.00
BM24723	WARN ProVantage 3500 lb Winch	4	\$ 588.50	\$ 2,354.00
	<b>Dealer Attachments Total</b>			<b>\$ 26,287.80</b>
<b>Other Charges</b>				
	Freight	4	\$ 500.00	\$ 2,000.00
	Delivery	4	\$ 120.00	\$ 480.00
	Setup	4	\$ 490.00	\$ 1,960.00
	<b>Other Charges Total</b>			<b>\$ 4,440.00</b>
	<b>Suggested Price</b>			<b>\$ 94,287.80</b>
<b>Customer Discounts</b>				
	<b>Customer Discounts Total</b>		<b>\$ -4,946.01</b>	<b>\$ -19,784.04</b>
<b>Total Selling Price</b>				<b>\$ 74,503.76</b>



## MIDDLETOWN TRACTOR SALES

2050 BOYERS DR.  
FAIRMONT, WV 26554

304-366-4690 (EXT 42)  
304-366-4698 (FAX)

[www.middletontractor.com](http://www.middletontractor.com)

**"Make your main factor Middletown Tractor"**

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### **"LETTER OF EXCEPTION TO BID SPECIFICATIONS"**

**16 January 2015**

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

**REF: RFQ# DNR1500000038  
ATTN: Dean Wingerd**

**Dean;**

**During preparation to submit the bid response package to your attention for evaluation I am submitting the aforementioned letter to address items that we consider preproprietary in nature. Due to a death in my family I did not have the opportunity to address this prior to the cut-off thus I am submitting my bid package and this document together.**

**3.1.1.10 Front Tires: REQUEST 25X8-12      SUPPLY: 26X9-12  
3.1.1.11 Rear Tires: REQUEST 25X10-12      SUPPLY: 26X9-12  
3.1.1.13 Length:      REQUEST 148.5" (Max.) SUPPLY: 154"  
3.1.1.16 Wheelbase: REQUEST 107" (Max.)      SUPPLY: 114"**

Respectfully yours,

**Phillip A. Cottrille  
PHIL@MIDDLETOWNTRACTOR.COM  
304-483-6770 (CELL)**

**SERVING MY CUSTOMERS SINCE 1972**

# 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 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% 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 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% 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.

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:** Middletown Tractor Sales

**Signed:** 

**Date:** 16 January 2015

**Title:** Sales Consultant

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: Middletown Tractor SalesAuthorized Signature: *Philip A. Estelle* Date: 16 January 2015State of WVCounty of Taylor, to-wit:Taken, subscribed, and sworn to before me this 16 day of January, 2015.My Commission expires 9-30, 2019.**AFFIX SEAL HERE**

NOTARY PUBLIC

*Beatrice K. Stevens**Purchasing Affidavit (Revised 07/01/2012)*