



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

# Request for Quotation

RFQ NUMBER
6610C011

PAGE
5

ADDRESS: CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 304-558-2402

\*228135539 541-928-5868  
 S&S SEEDS LLC  
 PO BOX 947  
 ALBANY OR 97321-0354

VENDOR

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/10/2009				

BID OPENING DATE: 12/23/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>NOTICE</b></p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 6610C011</p> <p>BID OPENING DATE: 12/23/2009</p> <p>BID OPENING TIME: 01:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 541-928-5581</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Mike Billman</p>						

RECEIVED

2009 DEC 28 P 12:17

PURCHASING DIVISION  
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Michael A. Billman</i>	541-928-5868	12/18/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
General Manager	93-1253586	

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



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	NO. 1 .....					
	NO. 2 .....					
	NO. 3 .....					
	NO. 4 .....					
	NO. 5 .....					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p style="text-align: center;"><i>Michael A. Billman</i>..... SIGNATURE</p> <p style="text-align: center;">S&amp;S Seeds, LLC ..... COMPANY</p> <p style="text-align: center;">12/18/2009 ..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael A. Billman</i>	TELEPHONE 541-928-5868	DATE 12/18/09
TITLE General Manager	FEIN 93-1253586	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **12/23/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael B. Williams</i>	TELEPHONE 541-928-5868	DATE 12/18/09
TITLE General Manager	FEIN 93-1253586	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael A. Austin</i>	TELEPHONE 541-928-5868	DATE 12/18/09
TITLE General Manager	FEIN 93-1253586	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		790-20-00-000		
<p>WILDFLOWER SEED</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE WILDFLOWER SEEDS PACKAGED AS INDIVIDUAL SPECIES IN 10 LBS. BAGS AND WILDFLOWER CUSTOM SEED MIX PACKAGED IN PURE LIVE SEED RATE IN 30 LBS. BAGS FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Bellman</i>	TELEPHONE <b>541-928-5868</b>	DATE <b>12/18/2009</b>
TITLE General Manager	FEIN 93-1253586	ADDRESS CHANGES TO BE NOTED ABOVE

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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***** THIS IS THE END OF RFQ 6610C011 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael M. Billman</i>	TELEPHONE 541-928-5868	DATE 12/18/2009
TITLE General Manager	FEIN 93-1253586	ADDRESS CHANGES TO BE NOTED ABOVE

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**SPECIFICATIONS**

Seed must be United States origin

Successful vendor must provide proof of origin.

Quantities are for pure live seed.

No substitutions of species will be accepted.

Minimum 80% germination

Minimum 98% purity

Proof of germination and purity must be attached to each bag of seed.

All seed shipped must meet West Virginia Chapter 19, Article 16, Section 2, labeling requirements. All seed shall be tested by a certified seed laboratory with certified results submitted to the purchaser in writing at the time of delivery.

The state of West Virginia will randomly test seed for purity and germination.

Shipping must be FOB

**CONTRACT AWARD**

Qualified Vendors who submit a valid low bid may be awarded a contract for those items for which their bid is low.

Low bid will be determined for each individual bid.

The State of West Virginia reserves the right to make awards on this contract that are in the best interest of the State.

**ACCEPTANCE PLAN**

With each delivery of wildflowers to the Division, the vendor will certify that the products so delivered do conform to the materials specifications.

Material failing to comply with the quality requirement will not be accepted.



**BID QUANTITIES**

Vendor should base quotation on estimated pure live seed (PLS) quantities as follows:

Item-1	300 pounds (PLS)
Item-2	400 pounds (PLS)
Item-3	400 pounds (PLS)
Item-4	200 pounds (PLS)
Item-5	700 pounds (PLS)
Item-6	100 pounds (PLS)
Item-7	2700 pounds (PLS)
Item-8	300 pounds (PLS)
Item-9	300 pounds (PLS)
Item-10	400 pounds (PLS)
Item-11	400 pounds (PLS)
Item-12	200 pounds (PLS)
Item-13	700 pounds (PLS)
Item-14	4000 pounds (PLS)
Item-15	4000 pounds (PLS)
Item-16	200 pounds (PLS)
Item-17	200 pounds (PLS)
Item-18	100 pounds (PLS)
Item-19	300 pounds (PLS)
Item-20	100 pounds (PLS)

Vendors are cautioned that the above quantities are estimates only. Actual orders will be for the required needs of the Division of Highways.

**WILDFLOWER CONTRACT  
INDIVIDUAL SPECIES**

- Item-1      **Red Straight Poppy/Flanders Poppy**  
Papaver rhoeas (Papaveraceae)
- Purity 99.90 %      Germination 88 %
- Bid Price \$ 14.49 per pound (PLS)
- 
- Item-2      **Dwarf Cornflower/Straight Blue Bachelor's Button**  
Centaurea cyanus (Asteraceae)
- Purity \_\_\_\_\_ %      Germination \_\_\_\_\_ %
- Bid Price \$ no bid per pound (PLS)
- 
- Item-3      **Plains Coreopsis/Calliopsis**  
Coreopsis tinctoria (Asteraceae)
- Purity 96.93 %      Germination 87 %
- Bid Price \$ 14.69 per pound (PLS)
- 
- Item-4      **Crest Red Cosmos**  
Cosmos Sulphureus
- Purity \_\_\_\_\_ %      Germination \_\_\_\_\_ %
- Bid Price \$ no bid per pound (PLS)
- 
- Item-5      **Wild Cosmos**  
Cosmos bipinnatus (Asteraceae)

Purity \_\_\_\_\_ % Germination \_\_\_\_\_ %

Bid Price \$ no bid per pound (PLS)

Item-6

**Yellow Cosmos**

Cosmos sulphureus (Asteraceae)

Purity \_\_\_\_\_ % Germination \_\_\_\_\_ %

Bid Price \$ no bid per pound (PLS)

Item-7

**Scarlet Flax**

Linum rubrum (Linaceae)

Purity 99.03 % Germination 80 %

Bid Price \$ 18.19 per pound (PLS)

Item-8

**Blanket Flower**

Gaillardia Aristata (Asteraceae)

Purity \_\_\_\_\_ % Germination \_\_\_\_\_ %

Bid Price \$ no bid per pound (PLS)

Item-9

**Drummond Phlox**

Phlox Drummondii

Provided in 8lb. bags

Purity \_\_\_\_\_ % Germination \_\_\_\_\_ %

Bid Price \$ no bid per pound (PLS)

Item-10

**Scarlet Flax**

Linum Vubrum

Provided in 8lb. bags

Purity 99.03 % Germination 81 %

Bid Price \$ 18.29 per pound (PLS)

Item-11

**Zinnia/luminosa pink**

Zinnia elegans

Provided in 10lb. bags

Purity 98.00 % Germination 80 %

Bid Price \$ 25.00 <sup>MB</sup> per pound (PLS)

Item-12

**Golden Lupine**  
Lupinus densiflorus

Provided in 10lb. bags

Purity 99.16 % Germination 78 %

Bid Price \$ 36.19 per pound (PLS)

Item-13

**Rocket Lockspur**  
Delphiniums Ajacis

Provided in 10lb. bags

Purity \_\_\_\_\_ % Germination \_\_\_\_\_ %

Bid Price \$ no bid per pound (PLS)

**WILDFLOWER CONTRACT  
CUSTOM MIX**

**PACKAGED IN 6.5 POUND BAGS**

Item-14

% by Weight	% by Seed	Genus & Species
30.00	3.4%	Centaurea cyanus/Dwarf Cornflower
Purity _____ %	Germination _____ %	
20.00	27.7%	Tinctoria Coreopsis/Plains Coreopsis
Purity _____ %	Germination _____ %	
35.00	2.3%	Sulphureaus Cosmos/Sulphur Cosmos
Purity _____ %	Germination _____ %	
15.00	66.6%	Silene armeria/Catchfly

Purity \_\_\_\_\_ % Germination \_\_\_\_\_ %

Bid Price \$ no bid per pound (PLS)

Item-15

**5 lbs PLS**

*Calendula officinalis* Calendula

Purity \_\_\_\_\_ % Germination \_\_\_\_\_ %

**5 lbs PLS**

*Centaurea cyanus* Dwarf Cornflower

Purity \_\_\_\_\_ % Germination \_\_\_\_\_ %

**5 lbs PLS**

*Cosmos bipinnatus* Cosmos 'Domino Mix'

Purity \_\_\_\_\_ % Germination \_\_\_\_\_ %

**5 lbs PLS**

*Coreopsis tinctoria* Coreopsis, Plains

Purity \_\_\_\_\_ % Germination \_\_\_\_\_ %

20 lbs PLS Mix

Total lbs PLS

per bag \_\_\_\_\_

Bid Price \$ no bid

**WILDFLOWER CONTRACT  
NATIVE SPECIES**

Item-16

**Tickseed/Lance-leaved Coreopsis**

*Coreopsis lanceolata* (Asteraceae)

Purity 99.74 % Germination 82 %

Bid Price 15.69 lb PLS

- Item-17      **Ox-Eyed Daisy**  
Chrysanthemum Leucanthemum (Asteraceae)  
Purity \_\_\_\_\_ %    Germination \_\_\_\_\_ %  
Bid Price no bid lb PLS
- Item-18      **Butterfly Weed**  
Asclepias Tuberosa (Asclepiadaceae)  
Purity 98.58 %    Germination 91 %  
Bid Price 112.19 lb PLS
- Item-19      **Black-Eyed Susan**  
Rudbeckia hirta (Asteraceae)  
Purity 99.64 %    Germination 77 %  
Bid Price 16.79 lb PLS
- Item-20      **Beard – Tongue**  
Penstemon digitalis  
Purity \_\_\_\_\_ %    Germination \_\_\_\_\_ %  
Bid Price no bid lb PLS

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

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

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

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

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: S&S Seeds, LLC
Date: 12/18/2009

Signed: [Signature]
Title: General Manager

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

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: S&S Seeds LLC  
Authorized Signature: Michael A. Billman Date: 12/21/09