

State of West Virginia Request for Quotation

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Proc Folder: 103525

Doc Description: Open End Contract for High Tunnels

Proc Type: Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2015-06-03
 2015-06-30 13:30:00
 CRFQ
 1400 AGR1500000028
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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:

COUNTRY SEEDS & SUPPLIES 5940 MOUNT DAVIS ROAD

MEYERSDALE

PA

15552

Phone: (814) 662-4033

06/26/15 15:14:15 WV Purchasins Division

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper (304) 558-0468 laura.e.hooper@wv.gov

Signature X Rosef Beachy

FEIN# 35-2482279

DATE 6-25-15

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

INVOICE TO		SHIP TO			
PROCUREMENT OFFICER 304-558-2221		PROCUREMENT OFFICE	R 304-558-2221		
AGRICULTURE DEPARTMENT OF		AGRICULTURE DEPARTA	MENT OF		
ADMINISTRATIVE SERVICES		ADMINISTRATIVE SERVI	ADMINISTRATIVE SERVICES		
1900 KANAWHA BLVD E		217 GUS R DOUGLAS LN	, BLDG 2 RM 106		
CHARLESTON WV25305-0173		CHARLESTON	WV 25312		
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	High Tunnels	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
95141502	•			

Extended Description :

High Tunnels

	NG	DΛ	CE
- 1 11	UV	$\Gamma \sim$	uL

		PRICING PAGE			
ltem No.	Description	Model No/Brand Name	Quanity	Unit Price	Extended Amou
30X72WV	HIGH TUNNELS delivered, shipping included	BGS1.9	12	\$7449.85	\$89,398.20
	Quantities are estimates only & are in no way guarantees				
	Failure to use this form may result in disqualification			GRAND TOTAL	\$89,398.20
	Bidder / Vendor Information				
Name:	COUNTRY SEEDS & SUPPLIES				
Address:	5940 MOUNT DAVIS ROAD				·
· · · · · · · · · · · · · · · · · · ·	MEYERSDALE PA 15552				
	USA				
Phone:	(814) 662-4033				
Email Address:	<u> </u>	·			
uthorized Signature:	Morel Beacher Kore J Beach	hy 6-25	±15		
)			

CERTIFICATIONAND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, 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.

(Company)

Out 100

More J Beachy gen partener/manager (Authorized Signature) (Representative Name, Title)

814-662-4033 814-634-8423 June 24, 2015 (Phone Number) (Fax Number) (Date)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Dept of Agriculture to establish an open-end contract for preconstructed High Tunnels.
- 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" or "Contract Items" means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - **2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 HIGH TUNNELS

- 3.1.1.1 Frame is Gothic Style
- 3.1.1.2 Tunnels width not to exceed 30ft
- **3.1.1.3** Tunnels length 72ft.
- 3.1.1.4 Tunnels height is to be 12-14ft in center.
- 3.1.1.5 Frame is covered with 2 layers of 6-mil, 4-year UV resistant polyethylene film.

- 3.1.1.6 Bows & ground posts are to be at least 1.90" round 13 gauge galvanized steel or stronger.
- 3.1.1.7 Bows are spaced 4ft apart.
- 3.1.1.8 Number of purlins (including ridge) to be 5 or greater.
- 3.1.1.9 Trusses will have braces and cross/ties on every bow.
- 3.1.1.10 Wind bracing between last and next to last bow on each end, or as recommended by manufacturer.
- 3.1.1.11 Roll-up or drop-down sides are installed on both sides and rope (or equivalent material) is attached from hip-board to baseboard to protect sides from billowing, roll up kits included.
- 3.1.1.12 End walls are framed with wood lumber or metal and covered with UV resistant polyethylene film (at least 6-mil, 4-year UV resistant polyethylene film), polycarbonate.
- 3.1.1.13 At least one end wall contains a door for access (36 inch door), door included.
- 3.1.1.14 2 Roll up doors (1 per end) (8x8), doors included.
- 3.1.1.15 Bows/ posts shall consist of no more than 5 individual segments, including ground posts. Typically this includes 2 ground posts, 2 half bows, and a bow connector. (splices/sleeves may be used to join posts/bows are not considered segments)
- 3.1.1.16 All bows and ground posts must be bolted through (bolts and nuts) at the connection point. It is not acceptable to connect bows and ground posts using self-tapping sheet metal screws. (self-tapping screws may be used in other areas of the tunnels)
- 3.1.1.17 One inflation kit with jumper hose.

- 3.1.1.18 Manufacturer (bidder) will supply all hardware such as but not limited to (connectors, clamps, nuts, bolts, screws) to complete construction of the high tunnels.
- 3.1.1.19 Two 52" ventilation shutters with motors and temperature kits.
- 3.1.1.20 Double wire lock for both sides 72" long.
- 3.1.1.21 Wire lock package for both end walls.
- 3.1.1.22 Pounding plug for side posts.
- 3.1.1.23 Ground post extension kit (5 foot).
- 3.1.1.24 Both layers of polyethylene will be clear.
- 3.1.1.25 Vendor must provide end walls, end walls will be wood covered with a single layer of polyethylene. End wall brackets will be included. WVDA will provide wood for end walls.
- 3.1.1.26 WVDA will provide hip & base Boards.
- 3.1.1.27 WVDA will provide labor for install.
- 3.1.1.28 Delivery, (Shipping) will be included in the bid price.
- 3.1.1.29 Delivery will be made to WVDA Gus R. Douglass Agricultural Center, 419 Gus R. Douglass Lane Charleston, WV 25312 (Attn: Jerry Ours)
- 3.1.1.30 Must deliver product within 30 days of placed order. Vendor must call before delivery.
- 3.1.1.31 Estimated quantity will be 12 high Tunnels. This is an Estimate only and are in no way guarantees.
- 3.1.1.32 Warranty is to be 5 years.

4. CONTRACT AWARD:

- 4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all 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 Pages: Vendor should complete the Pricing Pages by Provide a price for each high Tunnel complete on pricing page. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume 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.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: laura.e.hooper@wv.gov

5. ORDERING AND PAYMENT:

- 5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form 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. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 30 days of placed order. Vendor shall deliver emergency orders within 30 working day(s) 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.

- 6.2 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.
 - Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 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.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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.

8. MISCELLANEOUS:

- **8.1** No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

- 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:	Kore Beachy
Telephone Number:	814-662-4033
Fax Number:	814-634-8423
Email Address: 🚤	



Country Seeds & Supplies

Striving to keep growers growing 5940 Mount Davis Rd Meyersdale PA 15552 Voice Mail 814-662-4033



Supplying Greenhouse Growers

Vegetable Growers

Home Gardeners

"from seed to harvest"

To: West Virginia Department of Agricu

Subject: 30'x 72' Complete High Tunnel
Parts List

- Arch Halves 1.9" 13 gauge 38 Peak Connectors 1.9" 13 gauge 38 6' Posts 1.9" 13 gauge 24' Crosstie 17 4' Upright Braces 34 20 16'3" Purlin swedged 8' Purlins plain 5 61" Wind Braces 16 1.9" Cross Connectors 85 10 1.315" Pipe straps
 38 1.90" Baseboard Clamps 34 1.315" Brace Bands 120 1.90" Brace Bands 154 1.5" Galvanized 5/16" Bolts 190 2.5" Galvanized 5/16" Bolts 344 Galvanized 5/16" Nuts 175 #12 x 1" Tek Screws 5/16" Driver Bit 1.9" Stake Driver Plug 1 24 2x4 Endwall Brackets 42'x150' 6 mil 4 year Tufflite Film 14'x32' 6 mil 4 year Tufflite Film 2 4 bolt Blower Blower Mounting Kit 24" Jumper Hose 1 48" Aluminum Shutters 2 2 Shutter Motor Kit Thermostat 2 8'x8' Roll-up Insulated Doors 36" Entry Door 12 12' Double Wirelock Base 32 8' Wirelock Base 125 4' Zig Zag Wire 8 16'3" Swedged Roll-up Pipe 9' Plain Roll-up pipe 2 12 12' I-bar Cap 5:1 ratio Cranks 2 2 6' Guide Pipe Assembly 68 1.9" Pipe Straps HD 1.9" End Bow Pipe Straps 288 1.5" Green $\frac{1}{4}$ " Lag Screws
- 300 1½" Deck Screws
 18 Rope Hooks
 20 3" Eye Screws
 150 #12x1" Stainless Tek Screws
 175 #10x3/4" Stainless Tek screws
 1 ½"x250' Rope



Country Seeds & Supplies

Striving to keep growers growing 5940 Mount Davis Rd Meyersdale PA 15552 Voice Mail 814-662-4033



Supplying Greenhouse Growers **Vegetable Growers** Home Gardeners "from seed to harvest"

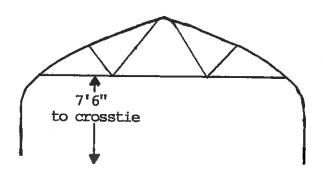
To:			Subject:	
g cros	to sstie	14' to peak		
sides		to peak		

30' GOTHIC ARCH GREENHOUSE FRAMES

- * 1.9" 13 gauge Arches & Ground Stakes
- * Crossties, Braces, & Purlins: 1.315"
- * 5 runs Purlins
- * Wind Bracing in all corners * Stakes 3' in Ground
- * Arches on 4' centers
- * 24' long Crosstie & 2 44" upright Braces
- * Complete with all bolts, screws, etc.
- * Purlins fastened with Cross Connectors

Optional

* 26' long Crosstie with 2-4' & 2-6' upright Braces Makes a Super Duty Truss!



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,	ing the date of this certification; or, Bidder is a partnership, association or corporati business continuously in West Virginia for four ownership interest of Bidder is held by another	rence for the reason checked: resided continuously in West Virginia for four (4) years immediately preced on resident vendor and has maintained its headquarters or principal place o (4) years immediately preceding the date of this certification; or 80% of the individual, partnership, association or corporation resident vendor who has of business continuously in West Virginia for four (4) years immediately
-	Bidder is a nonresident vendor which has an affi	iliate or subsidiary which employs a minimum of one hundred state residents orincipal place of business within West Virginia continuously for the four (4) ertification; or,
2.	Application is made for 2.5% vendor prefer Bidder is a resident vendor who certifies that, working on the project being bid are residents of immediately preceding submission of this bid; and applications of the bid; and	during the life of the contract, on average at least 75% of the employees f West Virginia who have resided in the state continuously for the two years
3.	affiliate or subsidiary which maintains its head minimum of one hundred state residents who	inimum of one hundred state residents or is a nonresident vendor with an iquarters or principal place of business within West Virginia employing a certifies that, during the life of the contract, on average at least 75% of the s employees are residents of West Virginia who have resided in the state
4.	Application is made for 5% vendor preferer Bidder meets either the requirement of both sub	nce for the reason checked: odivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% vendor prefer Bidder is an individual resident vendor who is a ve	ence who is a veteran for the reason checked: eteran of the United States armed forces, the reserves or the National Guard of for the four years immediately preceding the date on which the bid is
6.	Bidder is a resident vendor who is a veteran of in purposes of producing or distributing the common continuously over the entire term of the project.	ence who is a veteran for the reason checked: the United States armed forces, the reserves or the National Guard, if, for odities or completing the project which is the subject of the vendor's bid and , on average at least seventy-five percent of the vendor's employees are the state continuously for the two immediately preceding years.
7.) X	Application is made for preference as a no dance with West Virginia Code §5A-3-59 and	n-resident small, women- and minority-owned business, in accor-
requiren against:	nents for such preference, the Secretary may org	ines that a Bidder receiving preference has failed to continue to meet the der the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty e bid amount and that such penalty will be paid to the contracting agency burchase order.
aumonzi the requ	es the Department of Revenue to disclose to the D	se any reasonably requested information to the Purchasing Division and irrector of Purchasing appropriate information verifying that Bidder has paid ion does not contain the amounts of taxes paid nor any other Information
and acc	urate in all respects; and that if a contract h	la Code, §61-5-3), Bidder hereby certifies that this certificate is true s issued to Bidder and if anything contained within this certificate notify the Purchasing Division in writing immediately.
	Country Seeds a Supplies	Signed: Koref Beacly
Date:	6-24-15	Title: general partner / manager

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: AGR1500000028

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.

Check the box next to each addendum received)				
[X]	Addendum No. 1	[]	Addendum No. 6
[Addendum No. 2	[J	Addendum No. 7
["]	Addendum No. 3	[]	Addendum No. 8
£ .	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	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.

Country Seeds & Supplies

Company

Nore floreoff

Authorized Signature

(6-25-15

Date

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

Revised 6/8/2012

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 falture 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 exceed 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. Ve. 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.

MILINESS THE LOTTOMING SIGNATOKE	_	
Vendor's Name: Country See	ds a Supplies	
Authorized Signature: Nove & Bo	reach c	Date: <u>(9-25-15</u>
State of Pennsylvania	<u> </u>	
County of <u>Somerset</u> , to-wi	lt:	
Taken, subscribed, and sworn to before me	this & day of June	, 20 15
My Commission expires August	20.17	Λ .
AFFIX SEAL HERE	NOTARY PUBLIC	firm of Kemp
		Purchasing Affidavit (Revised 07/01/2012)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Lisa L. Kemp, Notary Public

Meyersdale Boro, Somerset County
My Commission Expires Aug. 1, 2017

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES