



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

Header 4

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 582255

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID: VS0000019153 

SO Doc ID: DEP1900000029

Legal Name: TIGER DIVERSIFIED LLC

Published Date: 6/6/19

Alias/DBA:

Close Date: 6/18/19

Total Bid: \$65,560.00

Close Time: 13:30

Response Date: 06/17/2019 

Status: Closed

Response Time: 16:23

Solicitation Description: TREE AND SHRUB PLANTING SERVICES Open End Contract 

Total of Header Attachments: 4

Total of All Attachments: 4



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 582255

**Solicitation Description :** TREE AND SHRUB PLANTING SERVICES Open End Contract

**Proc Type :** Central Master Agreement

| Date issued | Solicitation Closes    | Solicitation Response        | Version |
|-------------|------------------------|------------------------------|---------|
|             | 2019-06-18<br>13:30:00 | SR 0313 ESR06171900000005859 | 1       |

| VENDOR                                |
|---------------------------------------|
| VS0000019153<br>TIGER DIVERSIFIED LLC |

**Solicitation Number:** CRFQ 0313 DEP1900000029

**Total Bid :** \$65,560.00      **Response Date:** 2019-06-17      **Response Time:** 16:23:28

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Brittany E Ingraham  
 (304) 558-2157  
 brittany.e.ingraham@wv.gov

|                          |               |             |
|--------------------------|---------------|-------------|
| <b>Signature on File</b> | <b>FEIN #</b> | <b>DATE</b> |
|--------------------------|---------------|-------------|

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

| Line | Comm Ln Desc | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|------------|------------|------------|-----------------------------|
| 1    | WINTERBERRY  | 1000.00000 | EA         | \$1.880000 | \$1,880.00                  |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 77111603  |              |               |         |

**Extended Description :** Vendor must have the ability to supply all specified equipment, labor, and materials for the installation.  
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| Line | Comm Ln Desc         | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|----------------------|------------|------------|------------|-----------------------------|
| 2    | WASHINGTON HAWTHORNE | 1000.00000 | EA         | \$1.800000 | \$1,800.00                  |

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|------|--------------|------------|------------|------------|-----------------------------|
| 3    | BLACK ALDER  | 1000.00000 | EA         | \$1.800000 | \$1,800.00                  |

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|------|--------------|------------|------------|------------|-----------------------------|
| 4    | CRAB APPLE   | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

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|------|--------------------|------------|------------|------------|-----------------------------|
| 5    | SIBERIAN CRABAPPLE | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

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| Line | Comm Ln Desc      | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-------------------|------------|------------|------------|-----------------------------|
| 6    | AMERICAN HAZELNUT | 1000.00000 | EA         | \$1.800000 | \$1,800.00                  |

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|------|-------------------|------------|------------|------------|-----------------------------|
| 7    | RED-OSIER DOGWOOD | 1000.00000 | EA         | \$1.800000 | \$1,800.00                  |

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|------|------------------|------------|------------|------------|-----------------------------|
| 8    | CHINESE CHESTNUT | 1000.00000 | EA         | \$1.800000 | \$1,800.00                  |

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|------|----------------|------------|------------|------------|-----------------------------|
| 9    | STAGHORN SUMAC | 1000.00000 | EA         | \$1.800000 | \$1,800.00                  |

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| Line | Comm Ln Desc            | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-------------------------|------------|------------|------------|-----------------------------|
| 10   | AMERICAN CRANBERRY BUSH | 1000.00000 | EA         | \$1.880000 | \$1,880.00                  |

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|------|--------------|------------|------------|------------|-----------------------------|
| 11   | SAWTOOTH OAK | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

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|------|--------------|------------|------------|------------|-----------------------------|
| 12   | SCOTCH PINE  | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

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|------|--------------|------------|------------|------------|-----------------------------|
| 13   | WHITE PINE   | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

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| Line | Comm Ln Desc  | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---------------|------------|------------|------------|-----------------------------|
| 14   | VIRGINIA PINE | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

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|-----------|--------------|---------------|---------|
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| Line | Comm Ln Desc | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|------------|------------|------------|-----------------------------|
| 15   | CHINQUAPIN   | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

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|-----------|--------------|---------------|---------|
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| Line | Comm Ln Desc  | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---------------|------------|------------|------------|-----------------------------|
| 16   | SILKY DOGWOOD | 1000.00000 | EA         | \$1.800000 | \$1,800.00                  |

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| Line | Comm Ln Desc | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|------------|------------|------------|-----------------------------|
| 17   | GREY DOGWOOD | 1000.00000 | EA         | \$1.800000 | \$1,800.00                  |

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| Line | Comm Ln Desc     | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|------------------|------------|------------|------------|-----------------------------|
| 18   | NORTHERN RED OAK | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

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|-----------|--------------|---------------|---------|
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| Line | Comm Ln Desc | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|------------|------------|------------|-----------------------------|
| 19   | WHITE OAK    | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

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| Line | Comm Ln Desc  | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---------------|------------|------------|------------|-----------------------------|
| 20   | YELLOW POPLAR | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

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| Line | Comm Ln Desc  | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---------------|------------|------------|------------|-----------------------------|
| 21   | HYBRID POPLAR | 1000.00000 | EA         | \$2.050000 | \$2,050.00                  |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
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| Line | Comm Ln Desc | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|------------|------------|------------|-----------------------------|
| 22   | BLACK LOCUST | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
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| Line | Comm Ln Desc | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|------------|------------|------------|-----------------------------|
| 23   | SYCAMORE     | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
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| Line | Comm Ln Desc | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|------------|------------|------------|-----------------------------|
| 24   | RED MAPLE    | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

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| Line | Comm Ln Desc | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|------------|------------|------------|-----------------------------|
| 25   | SUGAR MAPLE  | 1000.00000 | EA         | \$1.800000 | \$1,800.00                  |

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| Line | Comm Ln Desc | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|------------|------------|------------|-----------------------------|
| 26   | BLACK CHERRY | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

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| Line | Comm Ln Desc | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|------------|------------|------------|-----------------------------|
| 27   | RED PINE     | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

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| Line | Comm Ln Desc  | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---------------|------------|------------|------------|-----------------------------|
| 28   | NORWAY SPRUCE | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

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|------|------------------|------------|------------|------------|-----------------------------|
| 29   | BLACK CHOKEBERRY | 1000.00000 | EA         | \$1.800000 | \$1,800.00                  |

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|------|--------------|------------|------------|------------|-----------------------------|
| 30   | PERSIMMON    | 1000.00000 | EA         | \$1.800000 | \$1,800.00                  |

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|------|--------------|------------|------------|------------|-----------------------------|
| 31   | COMMON APPLE | 1000.00000 | EA         | \$1.650000 | \$1,650.00                  |

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| Line | Comm Ln Desc                              | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|------------|------------|------------|-----------------------------|
| 32   | MATS A MINIMUM OF 18 INCH DIAMETER CIRCLE | 1000.00000 | EA         | \$2.250000 | \$2,250.00                  |

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|------|---|------------|------------|------------|-----------------------------|
| 33   | HERBICIDE A MINIMUM OF 18 INCH CIRCLE TO BE SPRAYED | 1000.00000 | EA         | \$0.720000 | \$720.00                    |

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| Line | Comm Ln Desc                                   | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|------------|------------|------------|-----------------------------|
| 34   | SCALPING REMOVE ALL VEGETATION TO A MINIMUM OF | 1000.00000 | EA         | \$0.620000 | \$620.00                    |

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| Line | Comm Ln Desc                                    | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|------------|------------|------------|-----------------------------|
| 35   | TREE PROTECTION TUBES TUBEX BRAND STANDARD TREE | 1000.00000 | EA         | \$7.990000 | \$7,990.00                  |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 77111603  |              |               |         |

**Extended Description :** TREE PROTECTION TUBES TUBEX BRAND STANDARD TREE SHELTER OR EQUIVALENT

Vendor must have the ability to supply all specified equipment, labor, and materials for the installation.

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| Line | Comm Ln Desc                                  | Qty        | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|------------|------------|------------|-----------------------------|
| 36   | MOISTURE RETAINING POLYMER GEL ROOT TREATMENT | 1000.00000 | EA         | \$0.320000 | \$320.00                    |

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West Virginia Ethics Commission  
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: TIGER DIVERSIFIED LLC Address: PO Box 323  
BUCKHANNON, WV 26201

Name of Authorized Agent: DAVID W. ALDERMAN Address: PO Box 1144, BUCKHANNON WV

Contract Number: DEP 1900000829 Contract Description: TREE STRIP Removal 26201

Governmental agency awarding contract: DEP

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature]

Date Signed: 6-7-19

**Notary Verification**

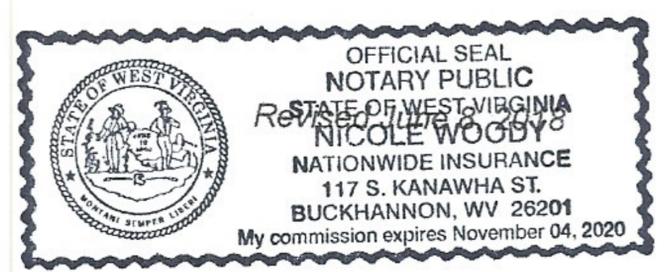
State of West Virginia, County of Upshur:

I, DAVID W. ALDERMAN, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 17th day of June, 2019.

[Handwritten Signature]  
Notary Public's Signature

**To be completed by State Agency:**  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: TIGER DIVERSIFIED LLC  
Authorized Signature: [Signature] Date: 6-17-19  
State of West Virginia  
County of Upshar, to-wit:

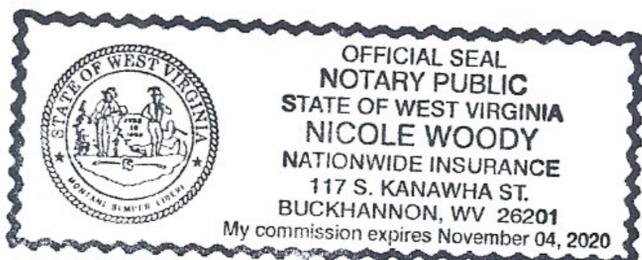
Taken, subscribed, and sworn to before me this 17<sup>th</sup> day of June, 2019.  
My Commission expires November 4, 2020, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)



REQUEST FOR QUOTATION  
Tree and Shrub Planting Services

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10.2.1 Immediate cancellation of the Contract.

10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 **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: JOSH RINGER

Telephone Number: 304-940-1012

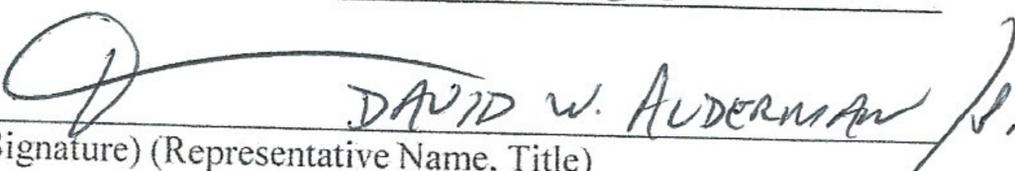
Fax Number: —

Email Address: JOSHR@WHITEYSWV.COM

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

JOSH RINGER / MEMBER  
(Name, Title)  
JOSH RINGER, MEMBER (OF LLC)  
(Printed Name and Title)  
485 ZION'S RD, BOONVILLE WV 26201  
(Address)  
304-940-1012 / N/A  
(Phone Number) / (Fax Number)  
JOSHR@WHITEYSWV.COM  
(email address)

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

TIGER DIVERSIFIEDS LLC  
(Company)  
  
(Authorized Signature) (Representative Name, Title)  
DAVID W. AUDERMAN / PRES  
JOSH RINGER / MEMBER  
(Printed Name and Title of Authorized Representative)  
17 JUNE 2019  
(Date)  
304-786-4300  
(Phone Number) (Fax Number)