



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  
 GSD116447

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

PRIORITY

G & G Nursery  
 Attn: Brett Merritt  
 P O Box 420  
 7800 Ohio Valley River Road  
 Lesage WV 25537

S H I P T O

DEPARTMENT OF ADMINISTRATION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED 03/10/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/05/2011	BID OPENING TIME 01:30PM			

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	MN	988-36			
<p>OPEN END GROUNDS PLANT CONTRACT</p> <p>REQUEST FOR QUOTATION (RFQ)            OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE PLANT GOODS (ANNUALS, PERENNIALS, SHRUBS, AND TREES) USED BY THE GENERAL SERVICES DIVISION'S GROUNDS SECTION FOR WEST VIRGINIA DEPARTMENT OF ADMINISTRATION OWNED AND OPERATED BUILDINGS (PRIMARILY LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA) PER THE ATTACHED SPECIFICATIONS.</p> <p>PLANTS WILL BE DISPLAYED IN VARIOUS PUBLIC AREAS OF THE WEST VIRGINIA STATE CAPITOL COMPLEX AND OTHER LOCATIONS. AS SUCH, THE AESTHETIC INTEGRITY OF THE CAMPUS MUST BE MAINTAINED AND ALL PLANTS PROVIDED BE OF HIGHEST QUALITY AND DURABILITY. THE SUCCESSFUL VENDOR WILL BE EXPECTED TO WORK CLOSELY WITH THE DIVISION OF GENERAL SERVICES GROUNDS SECTION TO ACHIEVE THIS GOAL.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO THE KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT</p>						

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2011 MAR 28 AM 10:53

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	

ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. VENDORS ARE ASKED TO INCLUDE THE RFQ NUMBER (GSD116447) ON ALL INQUIRIES. IF SUBMITTING VIA EMAIL, PLEASE INCLUDE THIS NUMBER ON THE SUBJECT LINE. DEADLINE FOR ALL TECHNICAL QUESTIONS IS MARCH 22, 2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED SHALL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p style="text-align: center;">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> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p>						

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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>Brett Menth</i>            SIGNATURE  <i>G.G. Nursery</i>            COMPANY            3/23/11            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT</p>						

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<p>TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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 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 SERVICES 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</p>						

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<p>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> <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>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>						

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BUYER

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<p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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: KRISTA FERRELL-FILE 21</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
RFQ. NO.: <b>GSD116447</b> BID OPENING DATE: <b>APRIL 5, 2011</b> BID OPENING TIME: <b>1:30 PM</b>  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <b>304-762-2290</b> CONTACT PERSON (PLEASE PRINT CLEARLY): <b>Brett Merritt</b>  ***** THIS IS THE END OF RFQ GSD116447 ***** TOTAL: <b>26,725</b>						

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**RFQ#: GSD116447**  
**Request for Quotation**  
**Specifications**

Purpose: To establish an open end contract (or contracts) to routinely provide plants goods (annuals, perennials, shrubs and trees) used by the General Services Division's Grounds Section, mainly on the State Capitol Complex in Charleston, West Virginia.

## **1.0 DEFINITIONS**

- A. The "Agency" shall be defined as the Department of Administration, General Services Division.
- B. The "Vendor" shall be defined as the successful bidder.
- C. The "Contract" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. "Release Order" shall be defined as order placed against the Contract by the Agency.
- E. "Agency Representative" shall be defined as that person so designated by the Director of the Division of General Services.
- F. Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

## **2.0 SCOPE OF WORK**

2.1 The Vendor shall provide plant goods to all Agency owned and operated buildings. General Services Division buildings are located predominantly in Charleston, WV; however, the Vendor or Vendors shall provide plant goods for Agency owned buildings throughout the State of West Virginia. The Agency currently has facilities in the West Virginia cities of Charleston, Beckley, Parkersburg, Williamson, Weirton and Huntington, and may add facilities in other areas of West Virginia during the life of the contract.



## 2.2 Freight

- 2.2.1 All orders from this Contract totaling \$500 or more shall be delivered FOB: destination. The Agency may be charged a delivery fee, as agreed upon herein, for orders from the Contract totaling less than \$500 unless the product is picked up by an Agency Representative.

## 2.3 Delivery

- 2.3.1 Vendor shall deliver plant goods to the assigned location within three (3) days of the Agency issued release order. The Agency must be notified in writing if orders are delayed for any reason. Vendor shall carry an adequate stock to insure such delivery service for the duration of the Contract.
- 2.3.2 Arrangements for delivery of plant goods must be coordinated with the Agency prior to shipping. Contact Bill Shanklin at 304-957-7151 or 304-205-2723 to arrange delivery.
- 2.3.3 The Vendor shall provide plant types to all Agency locations and shall deliver the plant goods on site.

## 2.4 Quality Assurance

- 2.4.1 Vendor shall remove any product on this Contract that has been delivered by the Vendor, received by the Agency and determined unsatisfactory, at no cost to the Agency.
- 2.4.2 Verification of product quality is the responsibility of the vendor. Vendors bidding products other than those specified should include manufacturer's information verifying products meet quality standards set by the Request for Quotations.
- 2.4.3 **The Vendor shall not substitute nor sell any other product from that awarded herein without prior written permission from the Purchasing Division.**
- 2.4.4 The Vendor shall provide a 6 month warranty on all trees and shrubs.

## 3.0 ORDERING AND INVOICING

### 3.1 Release Orders

- 3.1.1 For all orders, the Agency will issue to the Vendor a WV-39 Release Order for purchases of plant goods under this Contract.

3.1.2 Agency will generate release orders to initiate plant good order. These release orders will be generated from the Agency's computerized maintenance management system. This release order shall have a unique number and reference the master contract number. The release order shall indicate the quantity of product for which the release is issued. Issuance of the release order to the Vendor shall be considered authorization to deliver product(s). No product(s), other than that specified on the individual release order shall be delivered by the Vendor. Vendor must be willing to accept release orders via fax or email and provide the Agency with the valid e-mail addresses and fax numbers to which release orders may be communicated.

**NO INDIVIDUAL JOB IN EXCESS OF \$25,000 SHALL BE PERMITTED UNDER THIS CONTRACT. ISSUANCE OF MULTIPLE RELEASE ORDERS TO CIRCUMVENT THIS REQUIREMENT IS STRICTLY PROHIBITED.**

### 3.2 Invoicing

3.2.1 Invoices shall be submitted to the Agency for payment (in arrears) and must include the following information:

3.2.1.1 Copies of all BOL's signed and dated by the Agency Representative (prior to their submittal with invoices for payment).

3.2.1.2 FEIN number, complete address of Vendor, release order number, and master contract number.

3.2.2 Invoices shall be mailed to the following address:

Department of Administration  
General Services Division  
State Capitol Complex  
Building 1, Room MB-68  
1900 Kanawha Blvd. E.  
Charleston, West Virginia 25305

3.2.3 Should the Vendor be requested by the Agency or volunteer to submit invoices electronically, invoices must meet the digital requirements of the WV State Auditor's Office.

## 4.0 AWARD

4.1 The State may make multiple awards, under this contract to ensure coverage that is deemed to be in the best interest of the State. Vendors may bid on any one or combination of plant types. The quantities provided on Attachment A: Bid Form are for bid evaluation purposes only.

- 4.2 The Agency may order more or less of any plant type listed during the life of this contract. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of this Contract, whether more or less than the quantities shown.
- 4.3 The Vendor shall provide plant items listed at the cost on the Attachment A: Bid Form during the life of the contract. There will be no additional, allowable charges for service fees, travel or related costs. Vendors are required to include any and all extraneous fees, such as fuel surcharges, etc., as part of the bid cost. All orders from this Contract totaling \$500 or more shall be delivered FOB: destination. The Agency may be charged a delivery fee, as agreed upon herein, for orders from the Contract totaling less than \$500 unless the product is picked up by an Agency Representative.

#### 4.4 Cost

The Vendor shall be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.

### 5.0 ADDITIONAL TERMS AND CONDITIONS

- 5.1 The relationship of the Vendor to the Agency shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Vendor nor any employees or sub-contractors of the Contractor shall be deemed to be employees for the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Vendor's responsibility. The Vendor shall hold harmless the State, and must provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Vendor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.
- 5.2 Indemnification: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against (1) Any claims or losses for services rendered by any subcontractor, person or firm

performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; (3) Any failure of the Vendor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.

- 5.3 This contract will be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.
- 5.4 The Vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- 5.5 The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.
- 5.6 The Vendor shall, upon any service visit to any location, acquire the signature of the Agency representative designated to sign for such delivery. No charge for any delivery to any location at any time will be verified without that signature. No payment will be made for any delivery which is not verified. Upon award of contract, Agency will provide vendor with exact locations and addresses for all deliveries and the names of the Agency representatives for said locations. The Vendor shall be expected to coordinate delivery schedule with Agency to insure signature verification is available.

PLANT	Container Size	Cost per Container	Estimated Quantity	Extended Price
<b>Trees</b>	<b>5'-7' Ball and Burlap</b>			
Elms	5'-7' B&B	100	10	1,000
Pin Oaks	5'-7' B&B	50	10	500
Crabapple	5'-7' B&B	50	10	500
Bradford Pears	5'-7' B&B	50	10	500
Maple	5'-7' B&B	50	10	500
Dogwoods	5'-7' B&B	55	10	550
Ash	5'-7' B&B	N/A	10	—
<b>Deciduous Shrubs</b>				
Burning Bush	3 Gallon	17	25	425
Lilac	3 Gallon	14	25	350
<b>Flowering Shrubs</b>				
Azalea	3 Gallon	14	25	350
Roses	3 Gallon	13	100	1300
Rhododendron	3 Gallon	39	25	975
<b>Evergreen Shrubs</b>				
Holly	3 Gallon	14	75	1050
Junipers	3 Gallon	13	100	1300
Boxwood	3 Gallon	13	75	975
<b>Upright Evergreen Shrubs</b>				
Junipers	7 Gallon	45	50	2250
Boxwood	7 Gallon	30	50	1500
Holly	7 Gallon	60	50	3000
<b>Perennials</b>				
Perennial Grasses	2 Gallon	11	100	1100
Perennial Grasses	1 Gallon	6	100	600
Perennial Flowers	2 Gallon	11	200	2200
Perennial Flowers	1 Gallon	6	800	4800
<b>Annuals</b>				
Hardy Mums	8" pot	—	400	—
Pansies	4" pot	—	8200	—
Pansies	6" pot	—	3900	—
Annual Flower	4" pot	—	5900	—
Annual Flower	6" pot	—	1800	—
Annual Flower	1 Gallon	—	200	—
Annual Flower	2 Gallon	—	100	—
Delivery Fee for orders under \$500	Each Order	100	10	1000
<b>Total Bid</b>				<b>26,725</b>

Vendor Information

Company Name: G & G Nursery

Company Address: P.O. Box 420 Lesage, WV 25537

Contractor Contact Name: Brett Merritt

Contractor Phone Number: 304-762-2100

Contractor Fax Number: 304-762-2290

Contractor Email Address: office@gandgnursery.com

Please provide the following numbers below:

24 Hour Phone Number for Callback Services: 304-762-2100

Fax/email for Release Order Receipt: 304-762-2290

State of West Virginia

**VENDOR PREFERENCE CERTIFICATE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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: Brett Merritt

Signed: Brett Merritt

Date: 3/10/11

Title: President

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

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** 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.

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: G:G Nursery Brett Merritt

Authorized Signature: [Signature] Date: 3/23/11

State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 23 day of March, 2011.

My Commission expires May 31<sup>st</sup>, 2012

**AFFIX SEAL HERE**

NOTARY PUBLIC Summer Dawn Turley

