



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
GSD126741

PAGE
1

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

*A03111202 304-346-0204

ADVANCED TREE & LAWN CARE
 PO BOX 11038

CHARLESTON WV 25339-1038

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 12/06/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 12/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO REISSUE GSD126741 IN ITS ENTIRETY DUE TO INCONSISTENCIES IN THE PREVIOUS DOCUMENT.						
***** END ADDENDUM NO. 1 *****						
0001	1	EA		968-72		
SNOW REMOVAL SERVICES						
***** THIS IS THE END OF RFQ GSD126741 ***** TOTAL:						

Leave Blank per Krista Ferrell



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tali Miller</i>	TELEPHONE (304) 346-0204	DATE 1/4/12
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TITLE Partner	FEIN 050562606	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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0001	1	EA		968-72		
SNOW REMOVAL SERVICES REQUEST FOR QUOTATION OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRACT FOR SNOW REMOVAL SERVICES FOR VARIOUS DEPARTMENT OF ADMINISTRATION OWNED AND OPERATED LOCATIONS PER THE ATTACHED SPECIFICATIONS. A MANDATORY PRE-BID MEETING WILL BE HELD ON 12/13/2011 10:00 AM IN ROOM MB60 LOCATED IN THE BASEMENT OF BLDG. 1 AT 1900 KANAWHA BLVD. EAST IN CHARLESTON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jale M...</i>	TELEPHONE (304) 346 0204	DATE 1/4/12
TITLE Partner	FIRM 05-056 2606	ADDRESS CHANGES TO BE NOTED ABOVE

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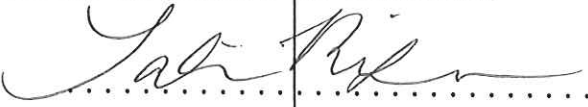
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUISITION NO.:						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
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.						
				 SIGNATURE		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jah...</i>	TELEPHONE (304) 346-0204	DATE 1/4/12
TITLE Partner	FEIN 05-0562606	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				COMPANY <i>Advanced Tree and Lawn Care</i>	DATE <i>1/4/12</i>	
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Salvatore</i>	TELEPHONE <i>(304) 3460204</i>	DATE <i>1/4/12</i>
TITLE <i>Partner</i>	FEIN <i>05-0562606</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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<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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Talitha</i>	TELEPHONE 304-346-0000	DATE 1/4/12
TITLE Partner	FEIN 05-0562606	ADDRESS CHANGES TO BE NOTED ABOVE

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<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>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>REV 07/16/2007</p> <p>NOTICE</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John Miller</i>	TELEPHONE 304-346-0804	DATE 1/4/12
TITLE Partner	FEIN 05-0562606	ADDRESS CHANGES TO BE NOTED ABOVE

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BUYER: KRISTA FERRELL-FILE 21 RFQ. NO.: GSD126741 BID OPENING DATE: 12/29/2011 1/4/12 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-346-0204 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Talicia Riffle ----- ***** THIS IS THE END OF RFQ GSD126741 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Talicia Riffle</i>	TELEPHONE (304) 346-0204	DATE 1/4/12
TITLE Partner	FAX 05-0562606	ADDRESS CHANGES TO BE NOTED ABOVE

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

GSD 126741 Snow Removal Services RFQ

REQUEST FOR QUOTATIONS #GSD126741
SNOW REMOVAL SERVICES
DEPARTMENT OF ADMINISTRATION-OWNED FACILITIES
GENERAL SERVICES DIVISION
1900 Kanawha Boulevard, East
Charleston, WV

Location: West Virginia Department of Administration
Buildings Listed Herein

For: State of West Virginia
General Services Division
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Buyer Supervisor
Purchasing Division
P. O. Box 50130
Charleston, West Virginia 25305-0130
Telephone: (304) 558-2596
Fax: (304) 558-4115
Krista.S.Ferrell@wv.gov

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide snow removal and de-icing services at various locations in the metro Charleston, WV area. This document is intended to supplement information provided in the standard "Request for Quotation" and "General Terms and Conditions" issued by the Purchasing Division for this project. Vendors should carefully review all documents.

Mandatory Pre-Bid Meeting:

A mandatory pre-bid conference will be held Tuesday, December 13, 2011 at 10:00 am. Contractors attending the meeting shall assemble in the General Services conference room in Building 1, Room MB60. No parking is provided for attendees by the Agency. See Purchasing Division Request for Quotation for additional information.

This Request for Quotation also includes the following documents:

1. Attachment A: GSD126741 Bid Form
2. Attachment B: GSD126741 Location Addresses
3. Attachment C: State Capitol Complex Site Map
4. Attachment D: Summer's Building Site Map

GSD 126741 Snow Removal Services RFQ

change order. The Contractor shall service added buildings under the same terms and conditions contained herein.

The work shall be performed at the following facilities:

1. Capitol Complex, Charleston-See Attachment C
2. Laidley Field Lots, Charleston – See Attachment E (lots on both the East and West sides of Elizabeth Street)
3. DEP Building 37, Kanawha City
4. Plaza Four Building 74, South Charleston – *round*
5. Cornerstone Building 84, Charleston
6. Summer's Building 86, Charleston
7. ~~Player's Club Building 88, Charleston~~ ? *omitted*

The result of this bid solicitation may be a multi-award contract. Award will be made to the lowest bidder for each of these seven (7) areas – bidders may be awarded multiple areas under one contract if they are the low bidder for each of those areas.

Successful contractor(s) shall be notified by the Agency's Grounds Manager (by telephone or email) to give verbal approval prior to performing work in each area.

The successful contractor(s) shall perform services before business hours prior to 7 a.m. Upon completion of services, the contractor shall contact the Agency Designated Representative at each building to confirm that work has been performed, to specify which of the three conditional actions was undertaken (see options A, B & C under each area on the Bid Form), or to provide notification of any problems or extraordinary circumstances that prevented each area from being treated in full. Agency will provide contact information for all relevant personnel to the successful contractor(s) prior to beginning any work.

2.2 Equipment and Chemicals

All equipment and chemicals used for window cleaning must be in conformance with all applicable federal, state, and local regulations.

Contractor shall use de-icing product that works down to -25 F. Losses incidental to the correct application of the product in its intended uses should not be expected to be harmful to the environment. Successful Contractor shall submit MSDS sheet(s) to the Agency prior to beginning any work.

Contractor will be responsible for equipment and materials as follows:

The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract. **The Contractor will**

GSD 126741 Snow Removal Services RFQ

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 Contractor, 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 Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.

- C. This contract shall be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.
- D. The Contractor 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. Work shall be completed in accordance with State Policy WVDOT-NT1000, NEC, NFPA and other governing body standards of the highest quality.
- E. The Contractor 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 Contractor. 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.
- F. Contractor will provide for all insurance necessary to render Agency free and harmless from all claims arising from services performed under this agreement. Contract insurance, liability, and compensation insurance shall be sufficient to cover the contractor's employees and the public in general. The minimum amount of commercial general liability insurance coverage required is \$1,000,000.00 and a copy of contractor certificate of insurance is required prior to issuance of a release order for this agreement.

SECTION 4: INVOICING

Invoice shall be submitted for payment monthly (in arrears) and must include the following information:

1. Invoice must include the date, master contract number, amount of snow accumulation, complete address of contractor and Building location.
2. Invoices shall be mailed to the following address:

BID FORM-This is a multiple award contract. Each building location shall require an individual bid. If you do not wish to bid on a building location, write "no bid" across the "Total Bid" line.

The Capitol Complex

- 1. Snow removal and de-icing of 1"-6" accumulation.
- 2. De-icing under 1" or during icy conditions.
- 3. Snow removal and de-icing over 6" of accumulation.

= (A)\$ 1,300.00
 = (B)\$ 900.00
 = (C)\$ 1,600.00

Total Bid: Capitol Complex

= (D)\$ 3,800.00

The Laidley Lots

- 1. Snow removal and de-icing of 1"-6" accumulation.
- 2. De-icing under 1" or during icy conditions.
- 3. Snow removal and de-icing over 6" of accumulation.

= (A)\$ 690.00
 = (B)\$ 450.00
 = (C)\$ 850.00

Total Bid: Laidley Lots

= (D)\$ 1,990.00

DEP Building (#37) - Kanawha City

- 1. Snow removal and de-icing of 1"-6" accumulation.
- 2. De-icing under 1" or during icy conditions.
- 3. Snow removal and de-icing over 6" of accumulation.

= (A)\$ 900.00
 = (B)\$ 700.00
 = (C)\$ 1,500.00

Total Bid: DEP

= (D)\$ 3,100.00

Plaza Four (#74) - South Charleston

- 1. Snow removal and de-icing of 1"-6" accumulation.
- 2. De-icing under 1" or during icy conditions.
- 3. Snow removal and de-icing over 6" of accumulation.

= (A)\$ 275.00
 = (B)\$ 200.00
 = (C)\$ 350.00

Total Bid: Plaza Four

= (D)\$ 825.00

The Cornerstone Building (#84) - Greenbrier Street

- 1. Snow removal and de-icing of 1"-6" accumulation.
- 2. De-icing under 1" or during icy conditions.
- 3. Snow removal and de-icing over 6" of accumulation.

= (A)\$ 300.00
 = (B)\$ 225.00
 = (C)\$ 375.00

Total Bid: Cornerstone

= (D)\$ 900.00

The Summer's Building (#86) - Smith Street

- 1. Snow removal and de-icing of 1"-6" accumulation.
- 2. De-icing under 1" or during icy conditions.
- 3. Snow removal and de-icing over 6" of accumulation.

= (A)\$ 350.00
 = (B)\$ 280.00
 = (C)\$ 600.00

Total Bid: Summer's Building- Smith Street

= (D)\$ 1,230.00

LOCATION SCHEDULE
ATTACHMENT C

GSD 126741 Attachment B

Location Schedule

Building Location	Address
1. Capitol Complex	1900 Kanawha Blvd. East, Charleston, WV 25305
Laidley Lots	Adjacent to Laidley Field, Charleston, WV 25305
37. DEP	610 57th Street, Charleston, WV 25314 <i>particular</i>
74. Plaza IV	318-324 4th Avenue, South Charleston, WV 25303
84. Cornerstone Building	1409 Greenbrier Street, Charleston, WV 25311
86. Summers Building	1124 Smith Street, Charleston, WV 25301
88. Player's Club Building <i>?</i>	7 Players Club Drive, Charleston, WV 25311 <i>?</i>

Omitted

RFQ No. GSD126741

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 exceed 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: Talicia Riffle Jerry Riffle

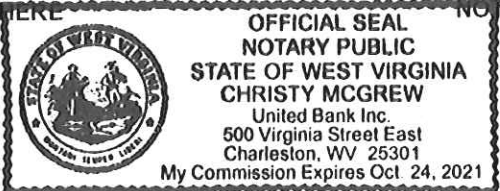
Authorized Signature: [Signature] [Signature] Date: 1/4/12

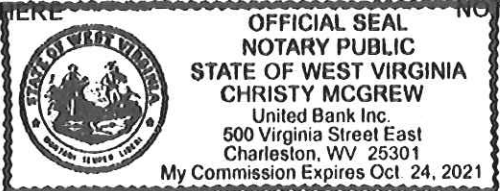
State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 4th day of January, 2012

My Commission expires 10-24-2021, 2012

AFFIX SEAL HERE  NOTARY PUBLIC [Signature]





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
GSD126741

PAGE
1

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

*A03111202 304-346-0204

ADVANCED TREE & LAWN CARE
 PO BOX 11038

CHARLESTON WV 25339-1038
 304-346-0204

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/28/2011				

BID OPENING DATE: **01/05/2012** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO:						
1.) PROVIDE CLARIFICATIONS TO THE SPECIFICATIONS						
2.) ADD THE ATTACHED AMENDED MAP						
3.) EXTEND THE BID OPENING DATE						
BID OPENING DATE IS EXTENDED TO: 01/05/2012						
BID OPENING TIME REMAINS: 1:30 PM						
4.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST.						
***** END ADDENDUM NO. 2 *****						
0001	1	EA		968-72		
SNOW REMOVAL SERVICES						
<i>Leave Blank</i>						
***** THIS IS THE END OF RFQ GSD126741 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Johnnie Miller* TELEPHONE: **304-346-0204** DATE: **1/4/12**
 TITLE: *Partner* FEIN: **05-0862606** ADDRESS CHANGES TO BE NOTED ABOVE

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

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vro/hipaa.html and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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 on this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

TR 2

GSD126741 Addendum 1 Clarifications

Map Additions and DeletionsAreas added to scope of work are highlighted in yellow:

1. Add "L" shaped paved area next to Building 33 on Jefferson Street.
2. Add small entrance area from Greenbrier Street.

Areas removed from scope of work are highlighted in purple:

1. Small decline drive area next to Building 4.
2. Gravel area adjacent to Chiller Plant off of California Avenue. Only are remaining to be serviced is the paved area to the right of the entrance beyond the light poles south toward Washington Street.

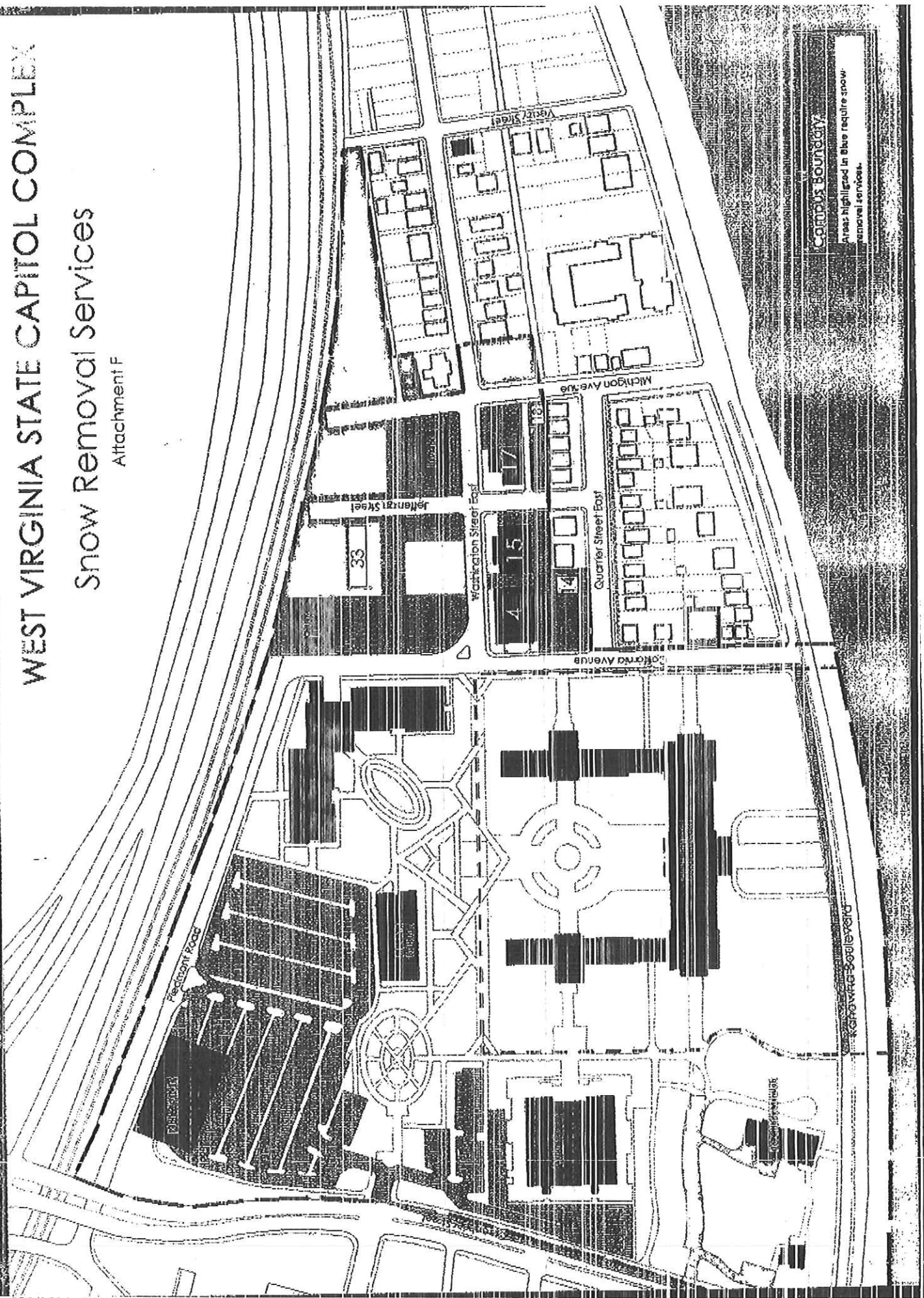
Clarifications

1. The metered parking along Piedmont Road and Washington Street are not included in the scope of work.
2. Building 88, Players Club, shall be deleted from the scope of work.
3. The blue highlighted area on Attachment D, Greenbrooke Map, is included in the scope of work at this site.

WEST VIRGINIA STATE CAPITOL COMPLEX

Snow Removal Services

Attachment F



Campus Boundary

Areas highlighted in blue require snow removal services.

TR

TR 4

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: USD 126741

Date: 12-13-2011

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY BEING IMPORTANT BID INFORMATION.

Firm Name:	Advanced Tool and Hardware
Firm Address:	P.O. Box 11088 Charleston, WV 25304
Representative Attending:	John Myers R. Pfe
Phone Number:	304-346-0204
Fax Number:	304-346-0204
Email Address:	Atanolic@atandhardware.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	DeB Lumber and Hardware
Firm Address:	P.O. Box 15924 Martinsburg, WV 25365
Representative Attending:	Harold Kiser
Phone Number:	304-926-5714
Fax Number:	304-949-2830
Email Address:	h.kiser@debhardware.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	John Myers Pallets Maintenance
Firm Address:	1263 Den Fork Rd Kenova, WV 26142
Representative Attending:	John Myers
Phone Number:	304-519-7997
Fax Number:	304-988-0290
Email Address:	fusto@jmc.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	