



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

Solicitation

NUMBER
GSD146811

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET
304-558-2596

*A03111202 304-346-0204
 ADVANCED TREE & LAWN CARE LLC
 PO BOX 876

VENDOR

HURRICANE WV 25526

DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

SHIP TO

DATE PRINTED
04/22/2014

BID OPENING DATE: 05/27/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		988-36		
GROUNDS MAINTENANCE REQUEST FOR QUOTATION (RFQ) THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE DEPARTMENT OF ADMINISTRATION'S, GENERAL SERVICES DIVISION IS SOLICITING BIDS TO ESTABLISH AN "OPEN -END" CONTRACT FOR LAWN AND LANDSCAPE SERVICES AT THE WV. STATE CAPITOL COMPLEX PER THE SPECIFICATIONS AND TERMS AND CONDITIONS AS ATTACHED. ***** THIS IS THE END OF RFQ GSD146811 ***** TOTAL:						
						<u>\$135,000⁰⁰</u>
05/23/14 04:45:31PM West Virginia Purchasing Division						

SIGNATURE <i>Lauri P...</i>	TELEPHONE 304-346-0204	DATE 5/23/14
TITLE owner	FEIN 05-0562606	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - A pre-bid meeting will not be held prior to bid opening.
 - A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

- A **MANDATORY PRE-BID** meeting will be held at the following place and time:

Department of Administration/ General Services Division
 1900 Kanawha Blvd. East
 Building 1, Room MB-60
 Charleston, WV. 25305

May 6th, 2014 at 10:00 AM. EST.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.


All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: May 8th, 2014 at 2:00PM. EST.

Submit Questions to:

Guy Nisbet, Senior Buyer 
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115
(Vendors should not use this fax number for bid submission)
 Email: Guy.L.Nisbet@Wv.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: _____
 BUYER: Guy Nisbet
 SOLICITATION NO.: GSD 146 811
 BID OPENING DATE: May 27, 2014
 BID OPENING TIME: 1:30 pm
 FAX NUMBER: 304 558-3976

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: May 27th, 2014 at 1:30 PM. EST.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:



Term Contract

Initial Contract Term: This Contract becomes effective on _____ award
and extends for a period of **one (1)** year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to **two (2)** successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance:
\$1,000,000.00 or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

- Applicator's license 3.1.12
-
-
-

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall 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.

- 46. 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; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

GSD146811: Lawn Service at the Capitol Complex

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish an open-end contract for lawn and landscape services at the WV. State Capitol Complex, Charleston, West Virginia.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Sections 2 of the General Terms and Conditions.
 - 2.1 “Desired Service” or “Desired Services” means the list of service(s) identified in Section III, Section 1 below.
 - 2.2 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 “RFQ” means the official RFQ published by the Purchasing Division and identified as GSD146811.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Desired Service(s) and Mandatory Requirements:** Vendor shall provide Agency with contracted lawn and landscape service(s) as described below on an open-end and continuing basis. Contracted service(s) must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 Mowing and Edging grass: Grass shall be cut to 3.0” – 3.5” height. Edging shall be performed around all sidewalks. Contractor must establish a definable, clean cut and even edge between the sidewalks and lawn.
 - 3.1.2 Litter and debris must be removed around dumpsters, fence lines, parking lots and parking light right of way entry. All litter and debris must be picked up prior to mowing and again after mowing and disposed of prior to leaving worksite.

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3.1.3 Blowing and disposing of leaves in the fall, winter and spring clean-up.

3.1.4 Trimming shall not exceed more than 20% of the growth, not to exceed into the dead areas, leaving live and green leaf area around the circumference of the plant. All dead branches shall be properly pruned.

3.1.4.1 Pruning cuts shall be in accordance with (American National Standards Institute) ANSI A300 (Part 1) pruning standards (*Attachment "C"*). ANSI A300: The most current revision of the American National Standard – "Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance" which shall apply to pruning done under this contract.

3.1.5 Overseeding lawn (typically one (1) time a year); Vendor shall use Wetsel Class Act 2, (or equal): Must be a blend of 4-5 turf type, tall fescues, dark green in color (year round), dense, disease resistant, drought tolerant, moderate shade tolerant. Seed shall be spread at a rate of 6 lbs. per 1000 square foot preferably late summer. Seeding shall be performed using a slit-seeder, bot broadcast method.

3.1.6 Edging shrub and tree beds (typically 1 (one) time a year in the spring); Contractor shall edge the shrub beds 3-4" deep around their perimeters. The tree swells should be edges 3 -4" deep at the outer edge of the root base, 4-6 feet in diameter depending on the size of the tree.

3.1.7 Lawn fertilizing (typically four (4) times a year). Contractor shall apply fertilizer per manufacturer's recommendation at a rate of 1 lb. nitrogen per 1000 square feet per (or 4 lbs. per season). Nitrogen shall be "slow release".

3.1.7.1 Early spring application (February-April): Apply crabgrass preventer; Scott's Turf Builder with Halts Crabgrass Preventer (or equal). Product must be a slow release preventer. Should prevent crabgrass all season. Fertilizer analysis: 30-0-4

3.1.7.2 Late spring application (April-May): Apply fertilizer with weed preventer; Scott's Turf Builder with PLUS 2 Weed Control (or equal). Kills dandelions and major weeds; must be slow release lawn fertilizer. Fertilizer analysis: 28-1-4

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- 3.1.7.3 Summer application (June –August): Apply fertilizer with insect control; Scott’s Turf Builder with Summerguard (or equal). Fertilizer must be slow release, kill insects and strengthen against drought. Fertilizer analysis: 20-0-8
- 3.1.7.4 Fall application (September-November): Apply fertilizer with winterizer; Scott’s Turf Builder Winterguard (or equal). Fertilizer must be slow release. Fertilizer analysis: 32-0-10
- 3.1.8 Mulching flower / shrub beds, mulch tree swells and trimming shrubs (typically two (2) times a year).
 - 3.1.8.1 Contractor shall use double shredded mulch in flower beds and around trees and shrubs. Contractor shall cover the existing surface with 2-3 inches of mulch. Old mulch should not be removed.
 - 3.1.8.2 Hardwood shredded mulch materials must be made of 100% hardwood, uniform in size, harvested and debarked, free of chemical treatments and additives.
- 3.1.9 Upon completion of services, the contractor shall contact the Agency designated representative to confirm that work has been performed, to specify which of the two services was undertaken and/or to provide notification of any problems or extraordinary circumstances that prevented an area from being treated in full. Agency will provide contact information for all relevant personnel to the successful contractor prior to beginning any work.
- 3.1.10 A State Capitol Complex site map is provided “*Attachment B*”.
- 3.1.11 *dark* → Vendor shall perform all services between business hours of 6 a.m. and 5 p.m., Monday through Friday. Upon completion of services, the Contractor shall contact the Agency designated representative at each building.
- 3.1.12 Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances or any regulating body. Contractor applying any pesticide product or any combination product containing a pesticide shall provide agency with copies of current Commercial Pesticide Applicator license, current Pesticide Applicator Business License and current Registered Spray

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Technician licenses, valid through the WV Department of Agriculture for the current year(s) of this contract. The successful bidder shall provide the aforementioned licenses before beginning any work.

- 3.2 Brand and model specifications are given to establish a level of performance only, and not to limit competition. Vendors bidding products other than those specified should include manufacturer's information verifying products meet quality standards set by the specifications herein. The Vendor shall provide an (*Material Safety Data Sheet*) SDS (*Safety Data Sheet*) for each product.
- 3.3 All equipment and chemicals used for lawn and landscape services must be in conformance with all applicable federal, state and local regulations. 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 (*Material Safety Data Sheet*) SDS sheet(s) (*Safety Data Sheet*) to the Agency prior to beginning any work. All empty fertilizer bags and chemical containers must be disposed of properly off site. Dumpsters on the State property shall not be used.
- 3.4 Contractor shall supply all tools, tool accessories, personal safety equipment, supplied and materials necessary to execute the responsibilities of this Contract.
4. **CONTRACT AWARD:**
- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all lawn and landscaping services. The Contract shall be awarded to the Vendor that provides the services 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 ("*Attachment A*") with providing a lump sum cost for the landscaping service. A cost shall also be provided for each individual lawn and landscape treatment. Pricing shall also include all costs associated with (travel time and expenses) to perform the requested services.

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 Desired Items and estimated purchase volume. The estimated purchase volume for each item represents the

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approximate volume of anticipated purchases only. No future use of the Contract or any individual items is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or print the information into the Pricing Pages to prevent errors in the evaluation.

When completing the pricing page manually, calculate the extended price by multiplying the "Unit Cost" x "Estimated Quantity" of each line item.

The "TOTAL COST" is calculated by adding up the "Extended Prices" of every line item.

5. ORDERING AND PAYMENT:

5.2 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms 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. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secure prior to processing Agency orders on-line.

5.3 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

6. DELIVERY AND RETURN

6.2 Delivery Time: Vendor shall provide services within three (3) working days after orders are received. Vendor shall deliver emergency services within twenty-four hours after orders are received.

6.3 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.

Request for Quotations

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Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

7. MISCELLANIOUS:

- 7.1 **No Substitutions:** Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.
- 7.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.
- 7.3 **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 terms 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.
- 7.4 **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.

Contract Manager: Talicia Riffle

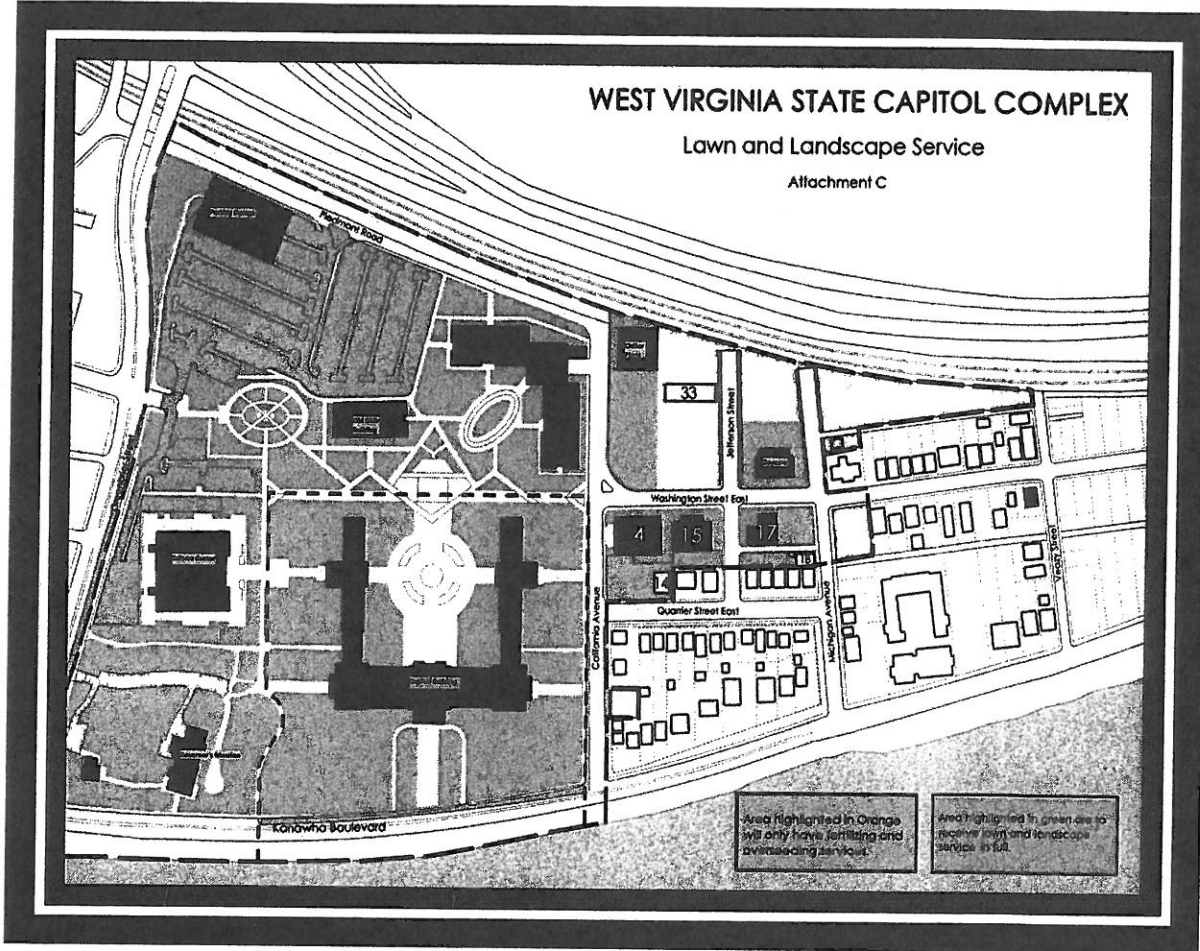
Telephone Number: 304-610-2082

Fax Number: 304-346-0204

Email Address: landscaping@advancedtreeandlawn care.biz

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ATTACHMENT B



**AMERICAN NATIONAL
STANDARDS INSTITUTE**

ANSI

*ANSI A300 (Part 1)-2008 Pruning
Revision of ANSI A300 (Part 1)-2001*

American National Standard

*for Tree Care Operations —
Tree, Shrub, and Other Woody Plant
Management —
Standard Practices (Pruning)*

*ANSI A300 (Part 1)-2008 Pruning
Revision of ANSI A300 (Part 1)-2001*



Annex B
(Informative)

Lifting chain and sling, proper inspection and record-keeping protocol

B-1 Each sling must be affixed with a permanent tag clearly showing the sling's working load limit, type, size, serial number, and manufacturer.

B-2 Each sling should have its own record-keeping file.

B-3 Each sling must have a proof test certificate kept on file for inspectors and company use showing the sling's working load limit, type, size, serial number, lot number, and manufacturer. The proof test shows that the sling is fully OSHA compliant.

B-4 Each sling must have an annual inspection card filed in order to comply with OSHA standards. Each sling must be inspected at least once a year for nicks, gouges, and other defects that might make it unsafe. The inspection card is proof that a qualified person has made these inspections.

ANSI®
A300 (Part 1)-2008

for Tree Care Operations —
Tree, Shrub, and Other Woody Plant Management —
Standard Practices (*Pruning*)

Secretariat
Tree Care Industry Association, Inc.

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American National Standard

Approval of an American National Standard requires review by ANSI that the requirements for due process, consensus, and other criteria for approval have been met by the standards developer.

Consensus is established when, in the judgement of the ANSI Board of Standards Review, substantial agreement has been reached by directly and materially affected interests. Substantial agreement means much more than a simple majority, but not necessarily unanimity. Consensus requires that all views and objections be considered, and that a concerted effort be made toward their resolution.

The use of American National Standards is completely voluntary; their existence does not in any respect preclude anyone, whether he has approved the standards or not, from manufacturing, marketing, purchasing or using products, processes or procedures not conforming to the standards.

The American National Standards Institute does not develop standards and will in no circumstances give an interpretation of any American National Standard. Moreover, no person shall have the right or authority to issue an interpretation of an American National Standard in the name of the American National Standards Institute. Requests for interpretations should be addressed to the secretariat or sponsor whose name appears on the title page of this standard.

CAUTION NOTICE: This American National Standard may be revised or withdrawn at any time. The procedures of the American National Standards Institute require that action be taken periodically to reaffirm, revise, or withdraw this standard. Purchasers of American National Standards may receive current information on all standards by calling or writing the American National Standards Institute.

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* The term pruning type is replaced with the term pruning method. The purpose of this is to label the processes detailed in section 6 with greater accuracy.

Foreword This foreword is not part of American National Standard A300 (Part 1)-2008
Pruning

ANSI A300 Standards are divided into multiple parts, each focusing on a specific aspect of woody plant management (e.g. Pruning, Fertilization, etc).

These standards are used to develop written specifications for work assignments. They are not intended to be used as specifications in and of themselves. Management objectives may differ considerably and therefore must be specifically defined by the user. Specifications are then written to meet the established objectives and must include measurable criteria.

ANSI A300 standards apply to professionals who provide for or supervise the management of trees, shrubs, and other woody landscape plants. Intended users include businesses, government agencies, property owners, property managers, and utilities. The standard does not apply to agriculture, horticultural production, or silviculture, except where explicitly noted otherwise.

This standard has been developed by the Tree Care Industry Association (TCIA), an ANSI-accredited Standards Developing Organization (SDO). TCIA is secretariat of the ANSI A300 standards, and develops standards using procedures accredited by the American National Standards Institute (ANSI).

Consensus for standards writing was developed by the Accredited Standards Committee on Tree, Shrub, and Other Woody Plant Management Operations – Standard Practices, A300 (ASC A300).

Prior to 1991, various industry associations and practitioners developed their own standards and recommendations for tree care practices. Recognizing the need for a standardized, scientific approach, green industry associations, government agencies and tree care companies agreed to develop consensus for an official American National Standard.

The result – ANSI A300 standards – unify and take authoritative precedence over all previously existing tree care industry standards. ANSI requires that approved standards be developed according to accepted principles, and that they be reviewed and, if necessary, revised every five years.

TCIA was accredited as a standards developing organization with ASC A300 as the consensus body on June 28, 1991. ASC A300 meets regularly to write new, and review and revise existing ANSI A300 standards. The committee includes industry representatives with broad knowledge and technical expertise from residential and commercial tree care, utility, municipal and federal sectors, landscape and nursery industries, and other interested organizations.

Suggestions for improvement of this standard should be forwarded to: A300 Secretary, c/o Tree Care Industry Association, Inc., 136 Harvey Road - Suite B101-B110, Londonderry, NH, 03053.

ANSI A300 (Part 1)-2008 Pruning was approved as an American National Standard by ANSI on May 1, 2008. ANSI approval does not require unanimous approval by ASC A300. The ASC A300 committee contained the following members at the time of ANSI approval:

Tim Johnson, Chair
(Artistic Arborist, Inc.)

Bob Rouse, Secretary
(Tree Care Industry Association, Inc.)

(Continued)

Organizations Represented	Name of Representative
American Nursery and Landscape Association.....	Warren Quinn Craig J. Regelbrugge (Alt.)
American Society of Consulting Arborists	Donald Zimar
American Society of Landscape Architects	Ron Leighton
Asplundh Tree Expert Company	Geoff Kempler Peter Fengler (Alt.)
Bartlett Tree Expert Company	Peter Becker Dr. Thomas Smiley (Alt.)
Davey Tree Expert Company.....	Joseph Tommasi R.J. Lavene (Alt.)
International Society of Arboriculture	Bruce Hagen Sharon Lilly (Alt.)
National Park Service	Robert DeFeo Dr. James Sherald (Alt.)
Professional Grounds Management Society	Thomas Shaner
Professional Land Care Network	Preston Leyslon
Society of Municipal Arborists	Gordon Mann Andy Hillman (Alt.)
Tree Care Industry Association	Dane Buell James McGuire (Alt.)
USDA Forest Service	Ed Macle Keith Cline (Alt.)
Utility Arborist Association.....	Matthew Simons Jeffrey Smith (Alt.)

Additional organizations and individuals:

American Forests (Observer)
 Mike Galvin (Observer)
 Peter Gerstenberger (Observer)
 Dick Jones (Observer)
 Myron Lalble (Observer)
 Beth Palys (Observer)
 Richard Rathjens (Observer)
 Richard Roux (NFPA-780 Liaison)

ASC A300 mission statement:

Mission: To develop consensus performance standards based on current research and sound practice for writing specifications to manage trees, shrubs, and other woody plants.

American National Standard for Tree Care Operations –

Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)

1 ANSI A300 standards

1.1 Scope

ANSI A300 standards present performance standards for the care and management of trees, shrubs, and other woody plants.

1.2 Purpose

ANSI A300 performance standards are intended for use by federal, state, municipal and private entities including arborists, property owners, property managers, and utilities for developing written specifications.

1.3 Application

ANSI A300 performance standards shall apply to any person or entity engaged in the management of trees, shrubs, or other woody plants.

2 Part 1 – Pruning standards

2.1 Purpose

The purpose of Part 1 – *Pruning* is to provide performance standards for developing written specifications for pruning.

2.2 Reasons for pruning

The reasons for tree pruning may include, but are not limited to, reducing risk, managing tree health and structure, improving aesthetics, or achieving other specific objectives. Pruning practices for agricultural, horticultural production, or silvicultural purposes are exempt from this standard unless this standard, or a portion thereof, is expressly referenced in standards for these other related areas.

2.3 Implementation

2.3.1 Specifications for pruning should be written and administered by an arborist.

2.3.1.1 Specifications should include location of tree(s), objectives, methods (types), and extent of pruning (location, percentage, part size, etc).

2.3.2 Pruning specifications shall be adhered to.

2.4 Safety

2.4.1 Pruning shall be implemented by an arborist, familiar with the practices and hazards of pruning and the equipment used in such operations.

2.4.2 This performance standard shall not take precedence over applicable industry safe work practices.

2.4.3 Performance shall comply with applicable Federal and State Occupational Safety and Health standards, ANSI Z133.1, Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and other Federal Environmental Protection Agency (EPA) regulations, as well as state and local regulations.

3 Normative references

The following standards contain provisions, which, through reference in the text, constitute provisions of this American National Standard. All standards are subject to revision, and parties to agreements based on this American National Standard shall apply the most recent edition of the standards indicated below.

ANSI Z60.1, Nursery stock

ANSI Z133.1, Arboriculture – Safety requirements

29 CFR 1910, General industry ¹⁾

29 CFR 1910.268, Telecommunications ¹⁾

29 CFR 1910.269, Electric power generation, transmission, and distribution ¹⁾

29 CFR 1910.331 - 335, Electrical safety-related work practices ¹⁾

4 Definitions

4.1 arboriculture: The art, science, technology, and business of commercial, public, and utility tree care.

¹⁾ Available from U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210

4.2 arborist: An individual engaged in the profession of arboriculture who, through experience, education, and related training, possesses the competence to provide for or supervise the management of trees and other woody plants.

4.3 arborist trainee: An individual undergoing on-the-job training to obtain the experience and the competence required to provide for or supervise the management of trees and other woody plants. Such trainees shall be under the direct supervision of an arborist.

4.4 branch: A shoot or stem growing from a parent branch or stem (See Fig. 4.4).

4.4.1 codominant branches/codominant leaders: Branches or stems arising from a common junction, having nearly the same size diameter (See Fig. 4.4).

4.4.2 lateral branch: A shoot or stem growing from another branch (See Fig. 4.4).

4.4.3 parent branch or stem: A tree trunk or branch from which other branches or shoots grow (See Fig. 4.4).

4.4.4 scaffold branch: A primary branch that forms part of the main structure of the crown (See Fig. 4.4).

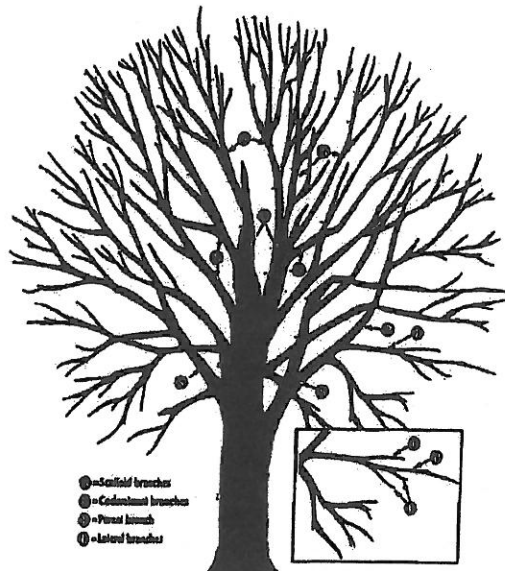


Figure 4.4 Standard branch definitions.

4.5 branch bark ridge: The raised area of bark in the branch crotch that marks where the branch and parent stem meet. (See Figs. 5.3.2 and 5.3.3).

4.6 branch collar: The swollen area at the base of a branch.

4.7 callus: Undifferentiated tissue formed by the cambium around a wound.

4.8 cambium: The dividing layer of cells that forms sapwood (xylem) to the inside and inner bark (phloem) to the outside.

4.9 clean: Selective pruning to remove one or more of the following non-beneficial parts: dead, diseased, and/or broken branches (7.2).

4.10 climbing spurs: Sharp, pointed devices strapped to a climber's lower legs used to assist in climbing trees. (syn.: gaffs, hooks, spurs, spikes, climbers)

4.11 closure: The process in a woody plant by which woundwood grows over a pruning cut or injury.

4.12 crown: Upper part of a tree, measured from the lowest branch, including all the branches and foliage.

4.13 decay: The degradation of woody tissue caused by microorganisms.

4.14 espalier: The combination of pruning, supporting, and training branches to orient a plant in one plane (6.5).

4.15 establishment: The point after planting when a tree's root system has grown sufficiently into the surrounding soil to support growth and anchor the tree.

4.16 facility: A structure or equipment used to deliver or provide protection for the delivery of an essential service, such as electricity or communications.

4.17 frond: A leaf structure of a palm.

4.18 heading: The reduction of a shoot, stem, or branch back to a bud or to a lateral branch not large enough to assume the terminal role.

- 4.19 Interfering branches:** Crossing, rubbing, or upright branches that have the potential to damage tree structure and/or health.
- 4.20 Internode:** The area between lateral branches or buds.
- 4.21 Job briefing:** The communication of at least the following subjects for arboricultural operations: work specifications, hazards associated with the job, work procedures involved, special precautions, electrical hazards, job assignments, and personal protective equipment.
- 4.22 leader:** A dominant, typically upright, stem – usually the main trunk. There can be several leaders in one tree.
- 4.23 Lion's tailing:** The removal of an excessive number of inner and/or lower lateral branches from parent branches. Lion's tailing is not an acceptable pruning practice (6.1.7).
- 4.24 live crown ratio:** Crown height relative to overall plant height.
- 4.25 mechanical pruning:** A pruning technique where large-scale power equipment is used to cut back branches (9.3.2).
- 4.26 method:** A procedure or process for achieving an objective.
- 4.27 peeling:** The removal of dead frond bases without damaging living trunk tissue at the point they make contact with the trunk. (syn.: shaving)
- 4.28 petiole:** A stalk of a leaf or frond.
- 4.29 pollarding:** Pruning method in which tree branches are initially headed and then reduced on a regular basis without disturbing the callus knob (6.6).
- 4.30 pruning:** The selective removal of plant parts to meet specific goals and objectives.
- 4.31 qualified line-clearance arborist:** An individual who, through related training and on-the-job experience, is familiar with the equipment and hazards in line clearance and has demonstrated the ability to perform the special techniques involved. This individual may or may not be currently employed by a line-clearance contractor.
- 4.32 qualified line-clearance arborist trainee:** An individual undergoing line-clearance training under the direct supervision of a qualified line-clearance arborist. In the course of such training, the trainee becomes familiar with the equipment and hazards in line clearance and demonstrates ability in the performance of the special techniques involved.
- 4.33 raise:** Pruning to provide vertical clearance (7.3).
- 4.34 reduce:** Pruning to decrease height and/or spread (7.4).
- 4.35 remote area:** As used in the utility pruning section of this standard, an unpopulated area.
- 4.36 restoration:** Pruning to redevelop structure, form, and appearance of topped or damaged trees (6.3).
- 4.37 rural area:** As used in the utility pruning section of this standard, a sparsely populated place away from large cities, suburbs, or towns but distinct from remote areas.
- 4.38 shall:** As used in this standard, denotes a mandatory requirement.
- 4.39 shoot:** Stem or branch and its leaves, especially when young.
- 4.40 should:** As used in this standard, denotes an advisory recommendation.
- 4.41 specifications:** A document stating a detailed, measurable plan or proposal for provision of a product or service.
- 4.42 sprouts:** New shoots originating from epicormic or adventitious buds, not to be confused with suckers. (syn.: watersprouts, epicormic shoots)
- 4.43 standard, ANSI A300:** The performance parameters established by industry consensus as a rule for the measure of extent, quality, quantity, value or weight used to write specifications.
- 4.44 stem:** A woody structure bearing buds, foliage, and giving rise to other stems.
- 4.45 structural pruning:** Pruning to improve branch architecture (6.2).

- 4.46 stub:** Portion of a branch or stem remaining after an internodal cut or branch breakage.
- 4.47 subordination:** Pruning to reduce the size and ensuing growth rate of a branch or leader in relation to other branches or leaders.
- 4.48 sucker:** Shoot arising from the roots.
- 4.49 thin:** pruning to reduce density of live branches (7.5).
- 4.50 throw line:** A small, lightweight line with a weighted end used to position a climber's rope in a tree.
- 4.51 topping:** Reduction of tree size using internodal cuts without regard to tree health or structural integrity. Topping is not an acceptable pruning practice (6.1.7).
- 4.52 tracing:** The removal of loose, damaged tissue from in and around the wound.
- 4.53 trunk:** The main woody part of a tree beginning at and including the trunk flare and extending up into the crown from which scaffold branches grow.
- 4.54 trunk flare:** 1. The area at the base of the plant's trunk where it broadens to form roots. 2. The area of transition between the root system and trunk (syn.: root flare).
- 4.55 urban/residential areas:** Populated areas including public and private property that are normally associated with human activity.
- 4.56 utility:** A public or private entity that delivers a public service, such as electricity or communications.
- 4.57 utility space:** The physical area occupied by a utility's facilities and the additional space required to ensure its operation.
- 4.58 vista/view prune:** Pruning to enhance a specific view without jeopardizing the health of the tree (6.4).
- 4.59 wound:** An opening that is created when the bark of a live branch or stem is cut, penetrated, damaged, or removed.
- 4.60 woundwood:** Partially differentiated tissue responsible for closing wounds. Woundwood develops from callus associated with wounds.
- 5 Pruning practices**
- 5.1 Tree inspection**
- 5.1.1** An arborist or arborist trainee shall visually inspect each tree before beginning work.
- 5.1.2** If a condition is observed requiring attention beyond the original scope of the work, the condition should be reported to an immediate supervisor, the owner, or the person responsible for authorizing the work.
- 5.1.3** Job briefings shall be performed as outlined in ANSI Z133.1, subclause 3.1.4.
- 5.2 Tools and equipment**
- 5.2.1** Equipment, tools, and work practices that damage living tissue and bark beyond the scope of normal work practices shall be avoided.
- 5.2.2** Climbing spurs shall not be used when entering and climbing trees for the purpose of pruning.
- Exceptions:**
- when branches are more than throw-line distance apart and there is no other means of climbing the tree;
 - when the outer bark is thick enough to prevent damage to the inner bark and cambium;
 - in remote or rural utility rights-of-way.
- 5.3 Pruning cuts**
- 5.3.1** Pruning tools used in making pruning cuts shall be sharp.
- 5.3.2** A pruning cut that removes a branch at its point of origin shall be made close to the trunk or parent branch without cutting into the branch bark ridge or branch collar or leaving a stub (see Figure 5.3.2).

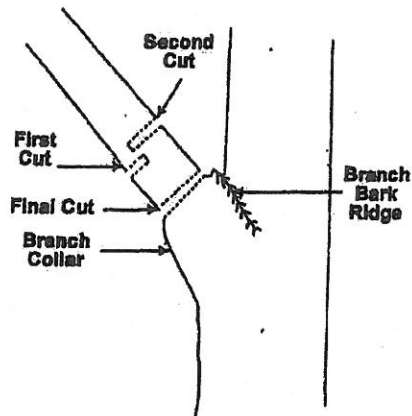


Figure 5.3.2. A cut that removes a branch at its point of origin. (See Annex A – Pruning cut guideline).

5.3.3 A pruning cut that reduces the length of a branch or parent stem shall be made at a slight downward angle relative to the remaining stem and not damage the remaining stem. Smaller cuts shall be preferred (see Fig. 5.3.3).

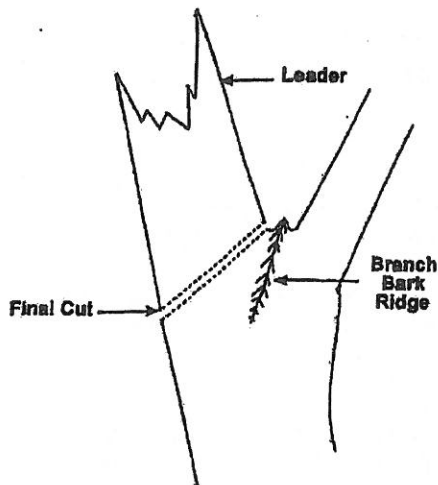


Figure 5.3.3. A cut that reduces the length of a branch or parent stem.

5.3.4 When pruning to a lateral, the remaining lateral branch should be large enough to assume the terminal role.

5.3.5 The final cut should result in a flat surface with adjacent bark firmly attached.

5.3.6 When removing a dead branch, the final cut shall be made just outside the collar of living tissue.

5.3.7 Tree branches shall be removed in such a manner so as to avoid damage to other parts of the tree or to other plants or property. Branches too large to support with one hand shall be precut to avoid splitting of the wood or tearing of the bark (see Figure 5.3.2). Where necessary, ropes or other equipment shall be used to lower large branches or portions of branches to the ground.

5.3.8 A cut that removes a branch with a narrow angle of attachment should be made from the outside of the branch to prevent damage to the parent branch (see Figure 5.3.8).

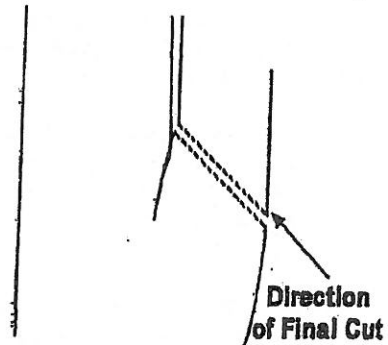


Figure 5.3.8. A cut that removes a branch with a narrow angle of attachment.

5.3.9 Severed branches shall be removed from the crown upon completion of the pruning, at times when the tree would be left unattended, or at the end of the workday.

5.4 Wound treatment

5.4.1 Wound treatments shall not be used to cover wounds or pruning cuts, except when necessary for disease, insect, mistletoe, or sprout control, or for cosmetic reasons.

5.4.2 Wound treatments that are damaging to tree tissues shall not be used.

5.4.3 When tracing wounds, only loose, damaged tissue shall be removed.

6 Pruning objectives

6.1 Pruning objectives shall be established prior to beginning any pruning operation.

6.1.1 Objectives should include, but are not limited to, one or more of the following:

- Risk reduction
- Manage health
- Clearance
- Structural improvement/correction
- View improvement/creation
- Aesthetic improvement
- Restoration

6.1.2 Established objectives should be specified in writing (See Annex B – *Specification writing guideline*).

6.1.3 To obtain the defined objective, the growth cycles, structure, species, and the extent of pruning to be performed shall be considered.

6.1.4 Not more than 25 percent of the foliage should be removed within an annual growing season. The percentage and distribution of foliage to be removed shall be adjusted according to the plant's species, age, health, and site.

6.1.5 When frequent excessive pruning is necessary for a tree to avoid conflicts with elements such as infrastructure, view, traffic, or utilities, removal or relocation of the tree shall be considered.

6.1.6 Pruning cuts should be made in accordance with section 5.3 *Pruning cuts*.

6.1.7 Topping and lion's tailing shall be considered unacceptable pruning practices for trees.

6.2 **Structural:** Structural pruning shall consist of selective pruning to improve tree and branch architecture primarily on young- and medium-aged trees.

6.2.1 Size and location of leaders or branches to be subordinated or removed should be specified.

6.2.2 Dominant leader(s) should be selected for development as appropriate.

6.2.3 Strong, properly spaced scaffold branch structure should be selected and maintained by reducing or removing others.

6.2.4 Temporary branches should be retained or reduced as appropriate.

6.2.5 Interfering, overextended, defective, weak, and poorly attached branches should be removed or reduced.

6.2.6 At planting, pruning should be limited to cleaning (7.2).

6.3 **Restoration:** Restoration shall consist of selective pruning to redevelop structure, form, and appearance of severely pruned, vandalized, or damaged trees.

6.3.1 Location in tree, size range of parts, and percentage of sprouts to be removed should be specified.

6.4 **Vista/view:** Vista/view pruning shall consist of the use of one or more pruning methods (types) to enhance a specific line of sight.

6.4.1 Pruning methods (types) shall be specified.

6.4.2 Size range of parts, location in tree, and percentage of foliage to be removed should be specified.

6.5 Espaller

6.5.1 Branches that extend outside the desired plane of growth shall be pruned or tied back.

6.5.2 Ties should be replaced as needed to prevent girdling the branches at the attachment site.

6.6 Pollarding

6.6.1 Consideration shall be given to the ability of the individual tree to respond to pollarding.

6.6.2 Management plans shall be made prior to the start of the pollarding process for routine removal of sprouts.

6.6.3 Heading cuts shall be made at specific locations to start the pollarding process. After the initial cuts are made, no additional heading cuts shall be made.

6.6.4 Sprouts growing from the cut ends of branches (knuckles) should be removed annually during the dormant season.

7 Pruning methods (types)

7.1 One or more of the following methods (types) shall be specified to achieve the objective.

7.2 **Clean:** Cleaning shall consist of pruning to remove one or more of the following non-beneficial parts: dead, diseased, and/or broken branches.

7.2.1 Location of parts to be removed shall be specified.

7.2.2 Size range of parts to be removed shall be specified.

7.3 **Raise:** Raising shall consist of pruning to provide vertical clearance.

7.3.1 Clearance distance shall be specified.

7.3.2 Location and size range of parts to be removed should be specified.

7.3.3 Live crown ratio should not be reduced to less than 50 percent.

7.4 **Reduce:** Reducing shall consist of pruning to decrease height and/or spread.

7.4.1 Consideration shall be given to the ability of a species to tolerate this type of pruning.

7.4.2 Location of parts to be removed or clearance requirements shall be specified.

7.4.3 Size of parts should be specified.

7.5 **Thin:** Thinning shall consist of selective pruning to reduce density of live branches.

7.5.1 Thinning should result in an even distribution of branches on individual branches and throughout the crown.

7.5.2 Not more than 25 percent of the crown should be removed within an annual growing season.

7.5.3 Location of parts to be removed shall be specified.

7.5.4 Percentage of foliage and size range of parts to be removed shall be specified.

8 Palm pruning

8.1 Palm pruning should be performed when fronds, fruit, or loose petioles may create a dangerous condition.

8.2 Live healthy fronds should not be removed.

8.3 Live, healthy fronds above horizontal shall not be removed. Exception: Palms encroaching on electric supply lines (see Fig. 8.3a and 8.3b).



Figure 8.3a Frond removal location.

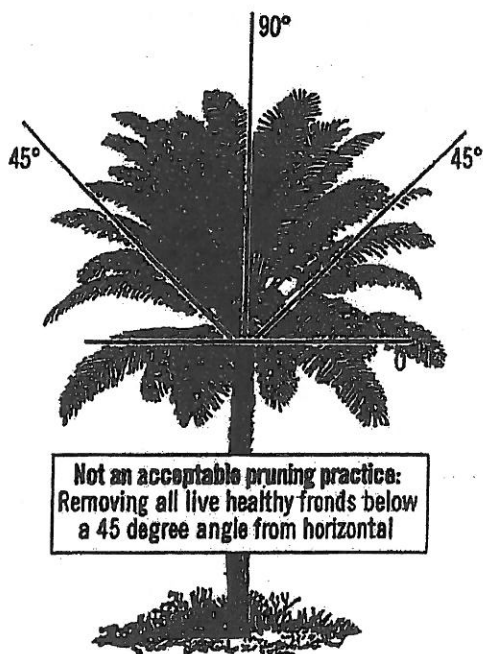


Figure 8.3b An overpruned palm (not an acceptable pruning practice).

8.4 Fronds removed should be severed close to the petiole base without damaging living trunk tissue.

8.5 Palm peeling (shaving) should consist of the removal of only the dead frond bases at the point they make contact with the trunk without damaging living trunk tissue.

9 Utility pruning

9.1 Purpose

The purpose of utility pruning is to prevent the loss of service, comply with mandated clearance laws, prevent damage to equipment, maintain access, and uphold the intended usage of the facility/utility space while adhering to accepted tree care performance standards.

9.2 General

9.2.1 Only a qualified line-clearance arborist or line-clearance arborist trainee shall be assigned to

line clearance work in accordance with ANSI Z133.1, 29 CFR 1910.331 – 335, 29 CFR 1910.268 or 29 CFR 1910.269.

9.2.2 Utility pruning operations are exempt from requirements in subclause 5.1, *Tree Inspection*, for conditions outside the utility pruning scope of work.

9.2.3 Job briefings shall be performed as outlined in ANSI Z133.1, subclause 3.1.4.

9.3 Utility crown reduction pruning

9.3.1 Urban/residential areas

9.3.1.1 Pruning cuts should be made in accordance with subclause 5.3, *Pruning cuts*. The following requirements and recommendations of 9.3.1.1 are repeated from subclause 5.3 *Pruning cuts*.

9.3.1.1.1 A pruning cut that removes a branch at its point of origin shall be made close to the trunk or parent branch, without cutting into the branch bark ridge or collar, or leaving a stub (see Figure 5.3.2).

9.3.1.1.2 A pruning cut that reduces the length of a branch or parent stem shall be made at a slight downward angle relative to the remaining stem and not damage the remaining stem. Smaller cuts shall be preferred (see Fig. 5.3.3).

9.3.1.1.3 The final cut shall result in a flat surface with adjacent bark firmly attached.

9.3.1.1.4 When removing a dead branch, the final cut shall be made just outside the collar of living tissue.

9.3.1.1.5 Tree branches shall be removed in such a manner so as not to cause damage to other parts of the tree or to other plants or property. Branches too large to support with one hand shall be precut to avoid splitting of the wood or tearing of the bark (see Figure 5.3.2). Where necessary, ropes or other equipment shall be used to lower large branches or portions of branches to the ground.

9.3.1.1.6 A cut that removes a branch with a narrow angle of attachment should be made from the outside of the branch to prevent damage to the parent branch (see Figure 5.3.8).

9.3.1.2 A minimum number of pruning cuts should be made to accomplish the purpose of facility/utility pruning. The structure and growth habit of the tree should be considered.

9.3.1.3 Trees directly under and growing into facility/utility spaces should be removed or pruned. Such pruning should be done by removing entire branches or leaders or by removing branches that have laterals growing into (or once pruned, will grow into) the facility/utility space.

9.3.1.4 Trees growing next to, and into or toward, facility/utility spaces should be pruned by reducing branches to laterals (5.3.3) to direct growth away from the utility space or by removing entire branches. Branches that, when cut, will produce sprouts that would grow into facilities and/or utility space should be removed.

9.3.1.5 Branches should be cut to laterals or the parent branch and not at a pre-established clearing limit. If clearance limits are established, pruning cuts should be made at laterals or parent branches outside the specified clearance zone.

9.3.2 Rural/remote locations - mechanical pruning

Cuts should be made close to the main stem, outside of the branch bark ridge and branch collar. Precautions should be taken to avoid stripping or tearing of bark or excessive wounding.

9.4 Emergency service restoration

During a utility-declared emergency, service must be restored as quickly as possible in accordance with ANSI Z133.1, 29 CFR 1910.331 - 335, 29 CFR 1910.268, or 29 CFR 1910.269. At such times, it may be necessary, because of safety and the urgency of service restoration, to deviate from the use of proper pruning techniques as defined in this standard. Following the emergency, corrective pruning should be done as necessary.

Annex A
Pruning cut guideline

A-1 Three-cut method

Multiple cutting techniques exist for application of a three-cut method. A number of them may be used to implement an acceptable three-cut method.

A-1.1 The technique depicted in *Figure 5.3.2* demonstrates one example of a three-cut method that is common to hand-saw usage. It is not intended to depict all acceptable three-cut method techniques.

Debris lot 98
6 am - 9 pm
M-F

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: GSD146811

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.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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.

Advanced Tree and Lawn Care LLC
Company

[Signature]
Authorized Signature

5/23/14
Date

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

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. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business. *Resident*

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: Advanced Tree & Lawn Care LLC Signed: [Signature]

Date: 5/23/14 Title: owner

CERTIFICATION AND SIGNATURE PAGE

By signing below, 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 or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Advanced Ther + Law Care LLC
(Company)

Talicia Raffle
(Authorized Signature)

Talicia Raffle Owner
(Representative Name, Title)

304-346-0204, 304-346-0204
(Phone Number) (Fax Number)

5/23/14
(Date)

RFQ No. GSD146811

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 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 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: Advanced Tree & Lawn Care LLC

Authorized Signature: [Signature] Date: 5/20/14

State of West Virginia

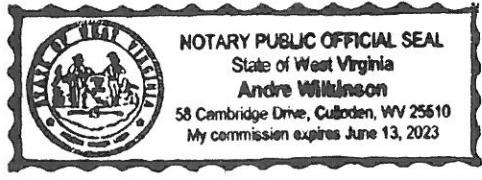
County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 20 day of May, 2014.

My Commission expires June 13, 2023.

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

Solicitation

NUMBER
GSD146811

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET 304-558-2596

*A03111202 304-346-0204
 ADVANCED TREE & LAWN CARE LLC
 PO BOX 876
 HURRICANE WV 25526

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DEPARTMENT OF ADMINISTRATION
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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DATE PRINTED
05/07/2014

BID OPENING DATE: 05/27/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.01		
				ADDENDUM ISSUED TO PUBLISH AND DISTRIBUTE THE ATTACHED INFORMATION TO THE VENDOR COMMUNITY.		
0001	1	EA		988-36		
				GROUNDS MAINTENANCE		
***** THIS IS THE END OF RFQ GSD146811 ***** TOTAL:						<u>135,000</u>

SIGNATURE <i>Jah-Nish</i>	TELEPHONE 304-346-0204	DATE 5/23/14
TITLE Owner	FEIN 05-0542606	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: GSD146811
 Addendum Number: No.01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the following information.

1. Revision of specifications;
 - A. Solicitation to include weed eating of sidewalks surrounding Laidely Field lots.
 - B. Revised Pricing Page
 - C. Removed Section 3.1.4 from specifications
2. Attached Pre-bid sign in sheet
3. No other Changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

GSD146811 – Addendum #1 – Grounds Maintenance

- 1) Please add the pre-bid sign in sheet to the RFQ.
- 2) **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Bids may be faxed (304) 558.3970.

Bidder should be aware that the State accepts no responsibility for the unsuccessful and/or incomplete transmission of bids by electronic transmission. Bids submitted via facsimile may not be sealed until receipt by the Purchasing Division. The Purchasing Division makes no guarantee of confidentiality and accepts no responsibility for completeness of bids or transmission.

- 3) Bid to include weed eating sidewalks surrounding Laidley Field Lots.
- 4) Add revised Pricing Page.
- 5) Change the following to read:

3.1.4 Trimming of shrubs shall not exceed more than 20% of the growth, not to exceed into the dead areas, leaving live and green leaf area around the circumference of the plant. All dead branches shall be properly pruned.

3.1.4.1 Pruning cuts shall be in accordance with (American National Standards Institute) ANSI A300 (Part 1) pruning standards (*Attachment "C"*). ANSI A300: The most current revision of the American National Standard – "Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance" which shall apply to pruning done under this contract.

NOTE: PRUNING AND TRIMMING OF TREES WILL NOT BE PART OF THIS CONTRACT.

Request for Quotations GSD146811: Lawn Service at the Capitol Complex

SPECIFICATIONS

ATTACHMENT A

Capitol Complex, Charleston, WV

1. Mowing and trimming grounds	\$ <u>2,800</u> X 15	= (A) \$ <u>42,000.00</u>
2. Quarterly lawn fertilizing	\$ <u>6,000</u> X 4	= (B) \$ <u>24,000.00</u>
3. Mulch Beds and Trim Shrubs	\$ <u>12,000</u> X 2	= (C) \$ <u>24,000.00</u>
4. Overseed lawn (one time annually)		= (D) \$ <u>7,000.00</u>
5. Blowing & Disposing of Leaves	\$ <u>3,800</u> X 10	= (E) \$ <u>38,000.00</u>
 TOTAL BID		= (F) \$ <u>135,000.00</u>

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

GSD146811

Date:

6-May-14

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 GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>RSG Landscaping Inc</u>
Firm Address:	<u>PO. Box 830</u> <u>Elkview WV 25071</u>
Representative Attending:	<u>Jeff Stafford</u>
Phone Number:	<u>304-340-8051</u>
Fax Number:	<u>304-340-8051</u>
Email Address:	<u>jstafford@RSGlandscaping</u>

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

Firm Name:	<u>Advanced Tree + Lawn Care LLC</u>
Firm Address:	<u>PO box 876</u> <u>Hurricane WV 25526</u>
Representative Attending:	<u>Patricia Riffle</u>
Phone Number:	<u>304-346-0204</u>
Fax Number:	<u>304-346-0204</u>
Email Address:	<u>landscaping@advancedtreeandlawn.com</u>

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

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

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: GSD146811

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.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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.

Advanced Tree and Lawn Care LLC
Company

[Signature]
Authorized Signature

5/23/14
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012