



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

Request for Quotation

RFQ NUMBER

GSD126746

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DEPARTMENT OF ADMINISTRATION
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/03/2012				

BID OPENING DATE:

05/24/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		988-36		
OPEN END LAWN AND LANDSCAPE SERVICES						
REQUEST FOR QUOTATION (RFQ)						
OPEN END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE LAWN AND LANDSCAPE SERVICES FOR DEPARTMENT OF ADMINISTRATION OWNED AND OPERATED BUILDINGS IN THE CHARLESTON METRO AREA PER THE ATTACHED SPECIFICATIONS.						
A MANDATORY PRE-BID MEETING WILL BE HELD ON 05/15/2012 AT THE 10:00 AM IN ROOM MB60 LOCATED IN THE BASEMENT OF BUILDING 1 (MAIN CAPITOL) IN CHARLESTON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the **West Virginia Code**.
7. Vendor preference will be granted upon written request in accordance with the **West Virginia Code**.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER

GSD126746

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DEPARTMENT OF ADMINISTRATION
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
05/03/2012						
BID OPENING DATE: 05/24/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558 4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/16/2012 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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

Request for Quotation

RFQ NUMBER

GSD126746

PAGE

3

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

DEPARTMENT OF ADMINISTRATION
VARIOUS LOCALES AS INDICATED
BY ORDER

S
H
I
P
T
O

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
05/03/2012						
BID OPENING DATE: 05/24/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).						
INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE				TELEPHONE		DATE
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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

Request for Quotation

RFQ NUMBER

GSD126746

PAGE

4

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DEPARTMENT OF ADMINISTRATION
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
05/03/2012						
BID OPENING DATE: 05/24/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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

Request for Quotation

RFQ NUMBER

GSD126746

PAGE

5

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DEPARTMENT OF ADMINISTRATION
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
05/03/2012						
BID OPENING DATE: 05/24/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: GSD126746</p> <p>BID OPENING DATE: 05/24/2012</p> <p>BID OPENING TIME: 1:30 PM</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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

Request for Quotation

RFQ NUMBER

GSD126746

PAGE

6

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DEPARTMENT OF ADMINISTRATION
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/03/2012				

BID OPENING DATE:

05/24/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----						
CONTACT PERSON (PLEASE PRINT CLEARLY): -----						
***** THIS IS THE END OF RFQ GSD126746 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**REQUEST FOR QUOTATIONS #GSD126746
LAWN AND LANDSCAPE SERVICES
DEPARTMENT OF ADMINISTRATION-OWNED FACILITIES
GENERAL SERVICES DIVISION
1900 Kanawha Boulevard, East
Charleston, WV**

Location: West Virginia Department of Administration
Buildings Listed Herein

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

All inquiries for specification clarification shall be addressed to:

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

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

Mandatory Pre-Bid Meeting:

A mandatory pre-bid conference will be held May 15, 2012 at 10:00 am. Contractors attending the meeting shall assemble in the General Services conference room in Building 1, Room MB60. No parking is provided for attendees by the Agency. See Purchasing Division Request for Quotation for additional information.

This Request for Quotation also includes the following documents:

1. Attachment A: GSD126746 Bid Form
2. Attachment B: GSD126746 Location Addresses
3. Attachment C: State Capitol Complex Site Map

Bidders can arrange site visits prior to the bid opening date by contacting Bill Shanklin, Grounds Manager, GSD, at (304)957-7151.

SECTION 1: DEFINITIONS

- A. The Department of Administration, General Services Division, State Capitol Complex, Building 1, Room MB-60, Charleston, West Virginia 25305, shall be referred to as "the Agency."
- B. "Contractor" shall refer to the successful bidder or vendor.
- C. The "Contract" shall refer to the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Agency Representative" shall be defined as the person designated by the Director of the General Services Division as having authority to act on behalf of the General Services Division.
- E. Days designated by W.Va. Code §2-2-1 as legal holidays (i.e. new Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, and Christmas Day).

SECTION 2: SCOPE

The Contractor shall provide lawn care services, as described herein, at various Department of Administration-owned properties located throughout Kanawha County.

2.1 Specifications**A. General Site Visits**

During a single site visit, the successful Contractor shall perform all lawn care services as listed below.

- Mowing and edging grass: Grass shall be cut to 3 ½" to 4" height. Edging shall be performed around all sidewalks at each location. Contractor must establish a definable, clean cut and even edge between the sidewalks and lawn.
- Litter and debris removal around dumpsters, fence lines, parking lots and parking light right of way entry: All litter and debris must be picked up and disposed of prior to leaving worksite.
- Blowing and disposing of leaves in the fall and for winter and spring clean-up.
- Remove all weeds from mulch and flower beds- all mulch and flower beds must be free of weeds before leaving each site.

B. Periodic Lawn and Landscape Treatment

The successful Contractor shall perform lawn care services as listed below for the grounds around buildings listed herein and shall be billed apart from site visit billing.

1. Lawn fertilizing (typically 4 times year). Contractor shall apply fertilizer per manufacturer's recommendation.

- a) 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
 - b) 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
 - c) 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
 - d) 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
2. Mulching flower/shrub beds, mulch tree swells and trimming trees and shrubs (typically 2 times year).
- Contractor shall use hardwood 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.
 - Hardwood Shredded Mulch: Materials must be made of 100% hardwood, uniform in size, harvested and debarked, free of chemical treatments and additives.
 - Contractor shall not trim 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 should be properly pruned and sprayed with a pruning sealant.
3. Overseeding lawn (typically 1 time year); Vendor shall use Wetsel Class Act 2, or equal: Must be a blend of 4-5 turf fescues, dark green in color (year round), dense, disease resistant, drought tolerant, moderate shade tolerant. Seed shall be spread per the manufacturer's specifications.
- * 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 MSDS (Material Safety Data Sheet) for each product.
4. Edging shrub and tree beds (typically one time a year in the spring); Contractor shall edge the shrub beds 3-4" deep around their perimeters. The tree swells

should be edged 3-4" deep at the outer edge of the root base, 4-6" in diameter, depending on the size of the tree.

A listing of facilities and their addresses for which service shall be requested is located in Attachment B. The Agency reserves the right to remove service at any of the buildings covered by this Contract. Statewide Buildings may be added to this list during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. The Contractor shall service added buildings under the same terms and conditions contained herein. Contractors shall use the unit pricing on the bid form to formulate cost for added services.

The work shall be performed at the following facilities:

1. Capitol Complex, Charleston-See Attachment C
2. Governor's Mansion, Holly Grove- See Attachment C (Quarterly Fertilizing and Annual Overseeding only)
3. Plaza Four Building 74, South Charleston
4. Cornerstone Building 84, Charleston

The result of this bid solicitation may be a multi-award contract. Award will be made to the lowest bidder for each of these four (4) areas – bidders may be awarded multiple areas under one contract if they are the low bidder for each of those areas.

Upon completion of services, the contractor shall contact the Agency Designated Representative at each building to confirm that work has been performed, to specify which of the two services was undertaken or to provide notification of any problems or extraordinary circumstances that prevented each area from being treated in full. Agency will provide contact information for all relevant personnel to the successful contractor(s) prior to beginning any work.

Vendor shall perform all services between business hours of 7 a.m. and 5 p.m., Monday through Friday. Upon completion of services, the Contractor shall contact the Agency Designated Representative at each building.

2.2 Equipment and Chemicals

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 MSDS sheet(s) to the Agency prior to beginning any work.

Contractor will be responsible for equipment and materials as follows:

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

2.3 Costs

The Contractor shall provide an all inclusive flat rate per building location for a single site visit and an all inclusive flat rate per building location for each single lawn and landscape treatment. The rate shall include labor, materials, equipment, tools, permits or other material as needed to complete the work as specified in Section 2.1 and 2.2.

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

SECTION 3: GENERAL CONDITIONS

- A. The relationship of the Contractor to the Owner shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees for the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor 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. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.
- B. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, 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 Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; (3) Any failure of the Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.
- C. This contract shall be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.

- D. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body. Work shall be completed in accordance with State Policy WVDOT-NT1000, NEC, NFPA and other governing body standards of the highest quality.
- E. The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.
- F. Contractor will provide for all insurance necessary to render Agency free and harmless from all claims arising from services performed under this agreement. Contract insurance, liability, and compensation insurance shall be sufficient to cover the contractor's employees and the public in general. The minimum amount of commercial general liability insurance coverage required is \$1,000,000.00 and a copy of contractor certificate of insurance is required prior to issuance of a release order for this agreement.

SECTION 4: ORDERING

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

The site visit shall be billed as one lump sum as agreed upon herein. Site visits will be requested monthly, by release order, for each location.

Periodic lawn and landscape treatment will be requested as needed, by release order, for each location.

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

SECTION 5: INVOICING

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

1. Invoice must include complete address of vendor, purchase order number, master contract number (GSD number), dates of service and building location/number.
2. Copies of all release orders signed and dated by the Agency Representative prior to their submittal with invoices for payment).
3. Invoices shall be mailed to the following address:

General Services Division
1900 Kanawha Blvd. E.
Building 1, Room MB-68
Charleston, WV 25305

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

SECTION 6: AWARD CRITERIA

The State of West Virginia shall award this Contract according to the following award criteria. The result of this bid solicitation may be a multi-award contract. The award will be made to the lowest qualified bidder for each building location based on the formula as explained below:

A lump sum cost should be provided for the landscaping services per site visit, per building location, as specified in section 2.1.A. A cost should be provided for each individual lawn and landscape treatment, per building location, as specified in section 2.1.B. This bid should incorporate all costs (including travel time and expenses, regardless of building location) to perform the requested services for each visit to the site.

A + B + C + D = E (Your total Bid per Location)

Building 111, Sample, WV

- | | | |
|--------------------------------------|------------------------|-------------------------|
| 1. Site visit | \$ <u>200.00</u> X 38 | = (A) \$ <u>7600.00</u> |
| 2. Quarterly lawn fertilizing | \$ <u>500.00</u> X 4 = | = (B) \$ <u>2000.00</u> |
| 3. Mulch Beds and Trim Shrubs/Trees | \$ <u>500.00</u> X 2 = | = (C) \$ <u>1000.00</u> |
| 4. Overseed lawn (one time annually) | | = (D) \$ <u>500.00</u> |

TOTAL BID

= (E) \$ 11,100.00

Capitol Complex, Charleston, WV

- | | | |
|--------------------------------------|--------------|----------------|
| 1. Mowing and trimming grounds | \$_____ X 38 | = (A) \$_____. |
| 2. Quarterly lawn fertilizing | \$_____ X 4 | = (B) \$_____. |
| 3. Mulch Beds and Trim Shrubs/Trees | \$_____ X 2 | = (C) \$_____. |
| 4. Overseed lawn (one time annually) | | = (D) \$_____. |
| TOTAL BID | | = (E) \$_____. |

**Governor's Mansion, Holly Grove
Capitol Complex, Charleston, WV**

- | | | |
|--------------------------------------|-------------|----------------|
| 1. Quarterly lawn fertilizing | \$_____ X 4 | = (A) \$_____. |
| 2. Overseed lawn (one time annually) | | = (B) \$_____. |
| TOTAL BID | | = (C) \$_____. |

Plaza Four Building 74, South Charleston, WV

- | | | |
|--------------------------------------|--------------|----------------|
| 1. Mowing and trimming grounds | \$_____ X 38 | = (A) \$_____. |
| 2. Quarterly lawn fertilizing | \$_____ X 4 | = (B) \$_____. |
| 3. Mulch Beds and Trim Shrubs/Trees | \$_____ X 2 | = (C) \$_____. |
| 4. Overseed lawn (one time annually) | | = (D) \$_____. |
| TOTAL BID | | = (E) \$_____. |

Cornerstone Building 84, Charleston, WV

- | | | |
|--------------------------------------|--------------|----------------|
| 1. Mowing and trimming grounds | \$_____ X 38 | = (A) \$_____. |
| 2. Quarterly lawn fertilizing | \$_____ X 4 | = (B) \$_____. |
| 3. Mulch Beds and Trim Shrubs/Trees | \$_____ X 2 | = (C) \$_____. |
| 4. Overseed lawn (one time annually) | | = (D) \$_____. |
| TOTAL BID | | = (E) \$_____. |

Unit Pricing:

Statewide Buildings may be added to this list during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. For the purposes of processing any change orders to this contract at a later date, please provide the following Unit Prices:

Item 1 - Mulching: Unit Price is based on applying 2-3" deep hardwood mulch as specified in the RFQ. Unit Price shall be on a cubic foot basis.

Cost per Cubic Foot: \$_____.

Item 2- Quarterly Fertilizing: Unit price based on application of fertilizer. Fertilizer should be applied per manufacturer's recommendation. Unit price shall be based on square foot

Cost per Square Foot: \$_____.

Item 3 – Overseeding: Unit Price is based on application of grass seed at 5-7 lbs per 1000 square feet. Unit Price shall be on a square foot basis.

Cost per Square Foot: \$_____.

Item 4 – Edging sidewalks: Unit Price is based on completing edging of grass around all sidewalks at each location. Contractor must establish a definable, clean cut and even edge between the sidewalks and lawn. Unit price shall be based on lineal foot.

Cost per Lineal Foot: \$_____.

Item 5 - Mowing (flat ground): Unit pricing based on mowing grass cut down to 3 ½" - 4" height on level ground. Unit price shall be on a square foot basis.

Cost per Square Foot: \$_____.

Item 5 - Mowing (hillside): Unit pricing based on mowing grass cut down to 3 ½" - 4" height on hillside. Unit price shall be on a square foot basis.

Cost per Square Foot: \$_____.

Item 2- Debris/Leaf removal: Unit price based on removing all litter and debris and blowing/removing leaves. Unit price shall be based on 100 square feet.

Cost per 100 Square Feet: \$_____.

It is expressly understood that the Unit Prices are for the purposes of change orders only, and that their value does not need to correlate to, nor will it be factored into, calculation or evaluation of the Total Contract Bid.

LOCATION SCHEDULE
ATTACHMENT C

16

GSD 126746 Attachment B

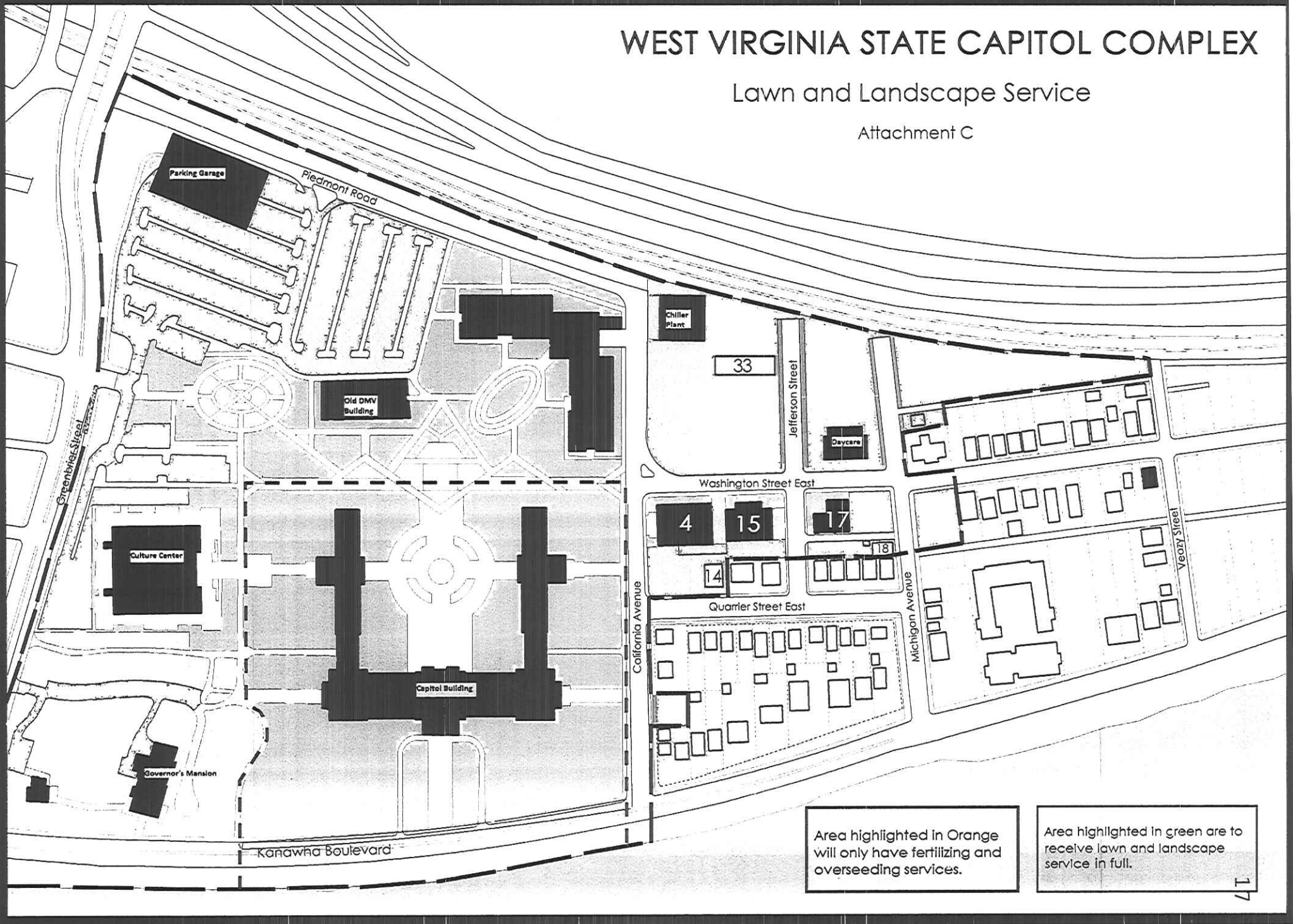
Location Schedule

Building Location	Address
1. Capitol Complex	1900 Kanawha Blvd. East, Charleston, WV 25305
74. Plaza IV	318-324 4th Avenue, South Charleston, WV 25303
84. Cornerstone Building	1409 Greenbrier Street, Charleston, WV 25311

WEST VIRGINIA STATE CAPITOL COMPLEX

Lawn and Landscape Service

Attachment C



Area highlighted in Orange will only have fertilizing and overseeding services.

Area highlighted in green are to receive lawn and landscape service in full.

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 _____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 _____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 _____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 _____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 _____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 _____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 _____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 _____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (**West Virginia Code**, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE**NOTARY PUBLIC** _____