



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
LOT485

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**SHELLY MURRAY
 304-558-8801**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

LOTTERY COMMISSION

**312 MACCORKLE AVENUE, SE
 CHARLESTON, WV
 25314-1143 558-0500**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/15/2012				

BID OPENING DATE: **04/24/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		988-52		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA LOTTERY, IS SOLICITING BIDS FOR LANDSCAPING SERVICES PER THE ATTACHED SPECIFICATIONS.</p> <p>LANDSCAPING SERVICES</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 03/27/2012 AT 2:00 PM AT 900 PENNSYLVANIA AVENUE, 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.</p> <p>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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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).



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<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 MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/29/2012 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT 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.</p>						

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<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>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 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>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUISITION NO.:		
				ADDENDUM ACKNOWLEDGEMENT		
				I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO.'S:		
				NO. 1		
				NO. 2		
				NO. 3		
				NO. 4		
				NO. 5		
				I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.		
				VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.		
			 SIGNATURE		

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				COMPANY	
				DATE	
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <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>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: SHELLY MURRAY RFQ. NO.: LOT485 BID OPENING DATE: 04/24/2012 BID OPENING TIME: 1:30 PM 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 LOT485 ***** TOTAL: _____						

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WEST VIRGINIA LOTTERY
REQUEST FOR QUOTATION (RFQ) **LOT485**

This document is a Request for Quotation ("RFQ") for Landscaping Services.

INTRODUCTION

The Lottery is seeking quotations from experienced professional landscaping companies (Contractor) for comprehensive landscaping services at Lottery headquarters located at 900 Pennsylvania Avenue, Charleston, West Virginia, to include labor, supervision, materials, equipment, and tools necessary to landscape the grounds.

The Lottery will host a vendor pre-bid conference on 03/27/2012, at 2:00 P.M. in the lobby at this location. Attendance is mandatory for all vendors intending to submit a bid. The Lottery is seeking an agreement which will commence upon award.

Contact with Lottery personnel in connection with this RFQ may not be made other than as specified in this RFQ. Unauthorized contact of any Lottery personnel may be cause for rejection of a bid.

PART 1 GENERAL

1.01 DESCRIPTION

These general requirements apply to all landscape operations. Refer to specification sections for specific general, product, and execution requirements.

1.02 QUALITY ASSURANCE

- A. Comply with all applicable local, state and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

- B. Obtain and pay for all required inspections, permits, and fees. Provide notices required by governmental authorities.
- C. Contractor shall appoint a qualified representative to oversee the work and assure its adherence to the plans and these specifications. Henceforth, this person shall be designated as Contractor's Representative.

1.03 PROJECT CONDITIONS

- A. Locate and identify existing underground and overhead services and utilities within contract limit work areas. Contact Miss Utility at 800-552-7001. Provide adequate means of protection of utilities and services designated to remain. Repair utilities damaged during site work operations at Contractor's expense.
- B. When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.
- C. Locate, protect, and maintain benchmarks, monuments, control points and project engineering reference points. Re-establish disturbed or destroyed items at Contractor's expense.
- D. Obtain governing authorities written permission when required to close or obstruct street, walks and adjacent facilities. Provide alternate routes around closed or obstructed traffic ways when required by governing authorities.
- E. Control dust caused by the work. Dampen surfaces as required. Comply with pollution control regulations of governing authorities.
- F. Protect existing buildings, paving, and other services or facilities on site and adjacent to the site from damage caused by work operations. Cost of repair and restoration of damaged items at Contractor's expense.
- G. Protect and maintain streetlights, utility poles and services, traffic signal control boxes, curb boxes, valves and other services, except items

designated for removal. Remove or coordinate the removal of traffic signs, parking meters and postal mailboxes with the applicable governmental agency.

- H. Contractor will remove and properly dispose of vegetation per attached drawing and in accordance with all federal and State environmental requirements and governing laws.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment: As selected by Contractor, except as indicated.

PART 3 EXECUTION

3.01 PREPARATION

- A. Examine the areas and conditions under which work is to be performed. Do not proceed with the work until unsatisfactory conditions are corrected.
- B. Consult the available records and drawings of adjacent work and of existing services and utilities which may affect work operations, as provided by the Lottery.
- C. Provide trees, plants, and ground covers as shown and specified in Attachment 1- Drawings and photographs. The work includes:
 1. Soil preparation.
 2. Trees, plants, and ground covers.
 3. Planting mixes.
 4. Mulch and planting accessories.
 5. Existing plant relocation.
- D. Related work:
 1. Earthwork
 2. Seeding
 3. Sodding

3.02 QUALITY ASSURANCE: EXECUTION

- A. Plant names indicated, should comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Provide stock true to botanical name. Do not substitute without permission of Lottery representative, John Myers.
- B. Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock." A plant shall be dimensioned as it stands in its natural position.

For plant material grown in fabric-ground containers, the following chart shall determine root mass size in relation to caliper:

Fabric-ground Suggested Container Diameter Caliper of Size Plant

10"	1"
12"	1"
14" - 16"	1 ½" -2"
18" - 20"	2" - 3"
22" - 24"	3" - 4"

- C. All plants shall be nursery grown under climatic conditions similar to those in the locality of the project.
- D. Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost to Lottery. Root systems must meet AAN standards as specified. Plants should not be altered by pruning or other means to meet specifications.
- E. Provide "specimen" plants with a special height, shape or character of growth. Specimen trees or shrubs may be tagged at the source of supply. The Lottery's representative may inspect specimen selections at the source of supply for suitability and adaptability to selected location. When specimen plants cannot be purchased locally, provide sufficient photographs of the proposed specimen plants for approval.
- F. Plants may be inspected and approved at the place of growth, for compliance with specification requirements for quality, size and variety.

3.03 SUBMITTALS

- A. Upon contract award submit the following material samples, if requested:
 - 1. Mulch -Bulk or Bagged.
 - 2. Decorative Stone or Gravel -Bag or Bulk
- B. Upon contract award submit the following materials certification, if requested:
 - 1. Topsoil source and pH value.
 - 2. Peat moss, compost, or other organic soil amendments
 - 3. Plant fertilizer.

3.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver fertilizer materials in original, unopened and undamaged containers showing weight, analysis, and name of manufacturer. Store in manner to prevent wetting and deterioration.
- B. Take all precautions customary in good nursery practice to prepare plants for transport. Workmanship, which fails to meet the highest standards, will be rejected. Spray deciduous plants in foliage with an approved Anti-Desiccant immediately before digging to prevent dehydration. Dig, pack, transport, and handle plants with care to ensure protection against injury.
- C. Cover plants transported on open vehicles with a protective covering to prevent windburn.

3.05 PROJECT CONDITIONS

- A. Work notification: Notify Lottery's Representative at least five (5) working days prior to installation of plant material.
- B. Protect existing utilities, paving, and other facilities from damage caused by landscaping operations. Call Miss Utility to mark underground utilities a minimum of 48 hours before digging.
- C. A complete list of plants, including a schedule of sizes, quantities, and other requirements is shown on the drawings and photographs on Attachment 1. In the event that quantity discrepancies or material omissions occur in the

plant materials list, the planting plans shall govern. Payment shall be based on actual installed plant count.

3.06 WARRANTY

- A. Warrant plant material to remain alive and be in a healthy, vigorous condition for a period of one (1) year after acceptance, provided plants are given proper care during this period.
 - 1. Contractor to call for final inspection of plants.
 - 2. Contractor shall provide written care and maintenance instructions to Lottery.
- B. Remove and immediately replace all plants, as determined by the Lottery's Representative, to be unsatisfactory during the initial planting installation.
- C. Replace once, in accordance with the drawings and specifications, all plants that are dead or, as determined by Lottery's Representative, are in a severely unhealthy condition within warranty period. Replacements to be installed at next best planting season.

PART 4 PRODUCTS

4.01 MATERIALS

- A. Plants: Provide plants typical of their species or variety; with normally developed branches and vigorous root systems. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. Coordinate plant and flower colors with Lottery representative.
 - 1. Dig balled and burlapped plants with firm, natural balls of earth of sufficient diameter and depth as necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock." Cracked or mushroomed balls are not acceptable.

2. Container-grown stock shall have grown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
 - a. No plants shall be loose in the container.
 - b. Container stock shall not be pot bound.
3. If the use of larger than specified plants is acceptable, increase the spread of roots or root ball in proportion to the size of the plant.
4. The height of the trees, measured from the crown of the roots to the top of the top branch, shall not be less than the minimum size and variety designated in the plant list in Attachment 1 (drawings and photographs) and according to the AAN Standards for Nursery Stock.
5. Shrubs and small plants shall meet the requirements for spread and/or height indicated in the plant list and be in accordance with AAN standards.

4.02 ACCESSORIES

- A. Topsoil for planting beds: Fertile, friable, natural topsoil without admixture of subsoil material, obtained from a well-drained arable site, reasonably free from clay, lumps, coarse sands, stones, plants, roots, sticks, and other foreign materials, with acidity range of between pH 5.5 to 6.0 and be typical of the area.
 1. Upon contract award identify source location of topsoil proposed for use on the project.
 2. Provide topsoil free of substances harmful to the plants which will be grown in the soil.
- B. Peat moss: Brown to black in color, weed and seed free granulated raw peat or baled peat, containing not more than 9% mineral on a dry basis.
- C. Organic Matter- Organic matter can be from peat moss, compost, or locally available organic waste. Organic matter should be free from debris, weed seeds, and insects or diseases which may be harmful to the intended planting.
- D. Fertilizer:
 1. Plant fertilizer: Commercial type approved by the Lottery's Representative,

fifty pound bags containing 10% nitrogen, 10% phosphoric acid and 10% potash by weight, 5 pounds of nitrogen in the form of nitrates, 5 pounds in the form of ammonia salt and 5 pounds in form of organic nitrogen, or as specified.

- E. Anti-Desiccant: Protective film emulsion providing a protective film over plant surfaces; permeable to permit transpiration. Mixed and applied in accordance with manufacturer's instructions.
- F. Water: Hoses or other methods of transportation furnished by Contractor. Water to be provided by the Lottery at the site.
- G. Stakes for staking: Hardwood, 2" x 2" (6-8') long.
- H. Stakes for guying: Hardwood, 2" x 2" x 24" long.
- I. Guying/staking wire: 12- or 14-gauge galvanized wire.
 - 1. Turnbuckles: Galvanized steel of size and gauge required to provide tensile strength equal to that of the wire. Turnbuckle openings shall be at least 3".
- J. Staking and guying hose: Two-ply, reinforced garden hose not less than ½" inside diameter. Shall be uniform in color.
- K. Plastic guy material no less than ¼". Shall be uniform in color and level as applied.
- L. Twine: Two-ply jute material.
- M. Weed control barrier: Rot resistant polypropylene fabric or equivalent, water and air permeable.

PART 5 EXECUTION

5.01 INSPECTION

- A. Examine proposed planting areas and conditions before installation. Do not start planting work until unsatisfactory conditions are corrected.

5.02 PREPARATION

- A. Time of planting:
 - 1. Evergreen material: Plant evergreen materials between September 1 and December 1 or in spring before new growth begins. If Lottery requires planting at other times, plants shall be sprayed with anti-desiccant prior to digging operations, weather dependent.

2. Deciduous material: Plant deciduous materials in a dormant condition. If deciduous trees are planted in-leaf, they shall be sprayed with an anti-desiccant prior to digging operation.
- B. Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.
 - C. Locate plants as indicated on drawings. If obstructions are encountered that are not shown on the Attachment I drawings and photographs, do not proceed with planting operations until Lottery's Representative has selected alternate plant locations.
 - D. Excavate circular plant pits with vertical sides, except for plants specifically indicated to be planted in beds. Provide shrub pits at least twice as wide as the root system and 24" greater for trees. Depth of pit shall be no greater than the root ball depth. Scarify bottom of the pit. Remove excess excavated materials from the site.
 - E. Provide pre-mixed ground cover bed planting mixture for use around the balls and roots of the plants consisting of five (5) parts existing soil to one (1) part peat moss and one pound plant fertilizer for each cubic yard of mixture or equivalent. Bagged bark professional mixes are an equivalent substitute for peat moss.
 - F. Provide pre-mixed ground cover bed planting mixture consisting of three (3) parts existing soil to one (1) part peat moss and one pound plant fertilizer per cubic yard. Provide beds a minimum of 6" deep. Bagged bark professional mixes are an equivalent substitute for peat moss.

PART 6: INSTALLATION

- A. Set plant material in the planting pit to proper grade and alignment. If Fabric in-ground container material is used, remove fabric bag first. Set plants upright, plum and faced to give the best appearance or relationship to each other or adjacent structure. Set plant material no lower than the finish grade or 2" - 3" above finished grade. No filling will be permitted around trunks or stems. Back fill the pit with existing soil or approved top soil or mix. Form a ring of soil around the edge of each planting pit to retain water.

- B. After plants are set, muddle planting soil mixture around bases of balls and fill all voids.
 - 1. Remove all burlap, ropes, and wires from the collar of balls.
- C. Space ground cover plants in accordance with indicated dimensions.
- D. Watering: Water planting thoroughly to pull soils against root ball and settle air pockets. Additional soil may be needed, water again to ensure complete compaction.
- E. Mulching:
 - 1. Mulch tree and shrub planting pits and shrub beds with required mulching material 2" - 3" deep immediately after planting. After watering, rake mulch to provide a uniform finished surface.
 - 2. Mulch ground cover beds with mulch 2" deep before planting.
- F. Wrapping, guying, staking:
 - 1. Wrapping should be done only on an as need basis.
 - 2. Staking/Guying
 - a. Stake/guy should only be used when trees are loose or weak stemmed.
- G. Pruning:
 - 1. Remove or cut back broken, damaged and asymmetrical growth of new wood.
 - 2. Unless otherwise directed, prune evergreens only to remove broken or damaged branches.
- H. Existing plant relocation:
 - 1. Transplant trees and shrubs designated for relocation to locations shown on the drawings. Prune, dig, ball and burlap, move and plant in accordance with specified tree planting requirements.
 - 2. Prune, dig, ball and burlap, and move designated trees for relocation to the designated plant storage area for heeling-in of materials until final planting areas are prepared, if required.
 - a. Maintain plants in storage areas by bracing plants in vertical position and setting balls in an enclosed berm of topsoil or bark. Water as required to maintain adequate root moisture.
 - b. Re-burlap plant balls if required before final transplanting operations.
 - c. Move to final locations shown on the drawings and plant in accordance

with specified tree planting requirements.

3. Transplants are not under warranty.

PART 7: MAINTENANCE

- A. Maintenance of installed and accepted plantings will be performed by the Lottery.
- B. Contractor's maintenance shall include pruning, cultivating, weeding, watering, and application of appropriate insecticides and fungicides necessary to maintain plants free of insects and disease until acceptance by the Lottery.
 1. Re-set settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
 2. Tighten and repair guy wires and stakes as required, only if originally needed.
 3. Correct defective work as soon as possible after deficiencies become apparent and weather and season permit.
 4. Water trees, plants and ground cover beds.

PART 8: ACCEPTANCE

- A. Planted areas will be inspected at completion of installation and accepted subject to compliance with specified materials and installation requirements.
- B. Inspection upon contractors request to determine acceptance of planted areas will be made by the Lottery's Representative.
 1. Planted areas will be accepted provided all requirements have been complied with and plant materials are alive and in a healthy, vigorous condition.
- C. Sections of the work may be accepted when complete upon agreement of the Lottery's Representative and the Contractor.

- D. Upon acceptance, the Lottery will assume plant maintenance. Contractor will provide written care and maintenance instructions

PART 9: CLEANING

- A. Perform cleaning during installation and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment. Repair damage resulting from planting operations.

PART 10: QUALITY ASSURANCE: PERENNIAL PLANTS

- A. Specified sizes and plant grades should comply with the standards accepted by the Perennial Plant Association (PPA). These standards list minimum dimensions for containers in various classes and define minimum standards for bare root liners, divisions, and field clumps.

PART 11: SOIL REQUIREMENTS

- A. Soil for herbaceous perennials should be prepared 6 to 8 inches deep, single and double digging, unless otherwise noted. Prior to soil preparation, a representative sample should be taken from each area and analyzed at a university or commercial soil testing laboratory or the West Virginia Department of Agriculture. Top soil should be dry, loose, and free of debris. Where hardpan exists beneath the prepared bed, deeper preparation may be specified. Additionally, drainage tile may be required. The landscape contractor should immediately notify the Lottery representative if any beds do not drain properly.
- B. A representative soil sample should be tested for pH, organic matter content, pounds per acre available P₂O₅ (Phosphate) and pounds per acre available K₂O (potash). Based on the laboratory report, the soil content should be adjusted to support the plantings specified on Lottery drawing.

PART 12: AMENDMENTS

- A. Organic matter can be from peat moss, compost, or locally available organic waste. Organic matter should be free from debris, weed seeds, and insects or diseases which may be harmful to the intended planting.

- B. Synthetic fertilizers, if preferred by the contractor, should be specified to provide the nutrients as required by the soil test. They should be delivered to the job site in their original packaging with legible, intact labels indicating nutrient content and source. Labels should be checked prior to use and a sample may be requested for laboratory analysis.
- C. Natural fertilizers include minerals, such as rock phosphate or greens, as well as those usually marketed as “organic”. When these sources of nutrients are preferred, they shall be specified in type and quantity to provide the nutrients as shown necessary by the laboratory soil test. Standardized, commercial fertilizers shall be delivered to the site in their original packaging with legible intact labels showing nutrients analysis. Where non-commercially process manure or other organic waste is specified for its assumed nutrient content, samples must be submitted by the landscape contractor to a West Virginia Department of Agriculture laboratory for analysis so the nutrient levels can be assessed prior to application and a proper application rate can be determined.
- D. Limestone shall be specified as either ground agriculture limestone or dolomite limestone where magnesium deficiencies exist. Limestone provided to the site by the landscape contractor shall be provided in the original packaging, legibly labeled with fineness and liming ability shown. A sample may be requested for laboratory verification.
- E. Sulfur, where required to lower pH, may be specified as either ground sulfur (flowers of sulfur) or iron sulfate where toxicity is not a problem. The landscape contractor shall deliver the sulfur to the site in its original container with legible label indicating its quality. A sample may be required for laboratory verification.

PART 13: PLANT SPECIFICATIONS

- A. Herbaceous perennial plants should be specified for design by the container class and size (i.e. 2- inch square container or 1 quart container, etc.) or, if bare root, by grade as accepted by the Perennial Plant Association and the production trade (i.e. 1-eye division, 2-3 eye division, field clump, etc.).
- B. Herbaceous perennials should be specified by type:
 - 1. Container-grown to a specified size in a container.

2. Bare root - purchased free of any growing medium regardless of growing method.
3. Field-potted-field-grown plants which are potted for delivery as they are dug from the field.

PART 14: SUBMITTALS

- A. After preparation, a sample of the planting soil shall be submitted to a WV Department of Agriculture laboratory prior to installation of the plants. Additional preparation and addition of organic matter may be required based on the physical properties of the sample submitted. A separate sample from each planting bed shall be submitted.
- B. A sample of the organic matter specified shall be submitted to a WV Department of Agriculture laboratory for analysis and approval prior to use.
- C. Each separately containerized plant brought to the site shall be labeled within reason. Flats of the same plants may have one label per flat. Each bundle of bare root plants shall be labeled. These labels must show the botanical name of the plant. Upon acceptance of the plants by the Lottery, the landscape contractor shall provide written maintenance procedures for maintenance of the plants.

Following the installation, the landscape contractor shall provide the Lottery representative with a copy of the original plan noting any site adjustments to that original plan.

PART 15: PRE-PLANTING AND POST-PLANTING INSTRUCTIONS

- A. Pre-planting.
 1. Plants shall be brought to the site the day they are to be installed, if possible. If situations arise where earlier delivery can't be avoided and if planting is delayed after the plants have been delivered, they shall be stored where they can be properly watered, sheltered from direct sunlight, and protected from mechanical damage by construction equipment, animals, etc. If storage needs to be more than two days, the plants shall be separated far enough from each other to provide good

air circulation to their tops, reducing the risk of fungus. Bare root plants which must be held shall be healed-in where they can be watered as needed.

2. All plants shall be watered thoroughly and allowed to drain prior to planting.
3. While planting, bare root plants must be protected from hot sun and drying wind by shading them with burlap, landscape fabric, straw or other breathable material. Plastic is unacceptable. Containerized plants must be left in their containers until each is planted. They shall not be removed from the containers to be laid out on the bed where sun and wind will damage the roots prior to planting.
4. Any dead or damaged plant parts shall be removed from the plants upon planting.

B. Post-planting

1. Herbaceous perennials planted during the active growing season should be protected from hot midday sun with proper shading. Shading may be removed after three days, but shall be replaced if wilting occurs.

C. Mulching is an option which may be specified for artistic reasons, water conservation, weed control or erosion control. Where mulching is specified, the mulch must be pulled away from the stems and crowns of herbaceous perennials to reduce the occurrence of rot or rodent damage. Mulch thickness should be 2 inches or less.

PART 16: MAINTENANCE

A. The landscape contractor is responsible for the maintenance of the herbaceous perennials from the time they are brought onto the job site until they are planted and accepted by the Lottery representative.

1. Plants shall be watered often enough to prevent wilting prior to planting. After planting, they shall be watered initially to settle the soil, then to prevent wilting and to allow them to become established on the site.

2. The beds shall be free of weeds at planting time and shall be maintained weed free by the contractor until the planting is accepted by the Lottery.
 3. Should insects or diseases attack the plants after installation and prior to acceptance of the planting, appropriate pesticides shall be properly applied to correct the situation.
 4. The beds should be checked regularly for soil settling which may expose the root balls or otherwise endanger the health of the planting. Should this occur, the contractor shall correct the settling problems.
 5. Newly planted herbaceous perennials may be heaved out of the ground by alternate freezes and thaws. Should this occur prior to acceptance of the planting, the contractor shall re-set those affected plants.
 6. Any noted defects, such as reversions, errant growth or color not typical for the species or cultivar, shall be brought to the attention of the Lottery representative. The recommendations of the landscape contractor shall be considered by the Lottery representative to correct the situation. However, removal and replacement of the entire plant may result.
- B. The Lottery becomes responsible for the maintenance of the plants after the planting has been accepted. Contractor shall provide written care and maintenance instructions to Lottery upon acceptance by Lottery of plantings.
1. The Lottery shall water the plants to prevent wilting. The schedule will vary with the growth of the plants and prevailing climate. Generally, new plantings will need to receive 1 inch of water per week. Contractor shall place rain gauge(s) in the planting(s) to catch both rainfall and irrigation water to verify the amount of application.
 2. The Contractor shall properly pinch, prune, and deadhead the herbaceous perennials as needed and as required to meet the aesthetic goal of the planting until acceptance by the Lottery.
 3. The Lottery shall maintain the planting free from competing weeds.
 4. The Lottery shall regularly inspect the planting for insects and diseases, notifying the landscape contractor of any noted occurrences. If pesticides

are deemed necessary, they shall be applied according to the manufacturer's recommendations by the contractor.

5. After acceptance, the Lottery is responsible for setting any plants which are heaved out of the ground in whole or in part by climate changes.
6. Unsatisfactory performance of the herbaceous perennials noted by the Lottery after acceptance of the planting should immediately be brought to the attention of the contractor.

PART 17: WARRANTY

All plants will be guaranteed to be true to name as labeled and free from insects, diseases, and mechanical damages when delivered to the site. All plants will be guaranteed to resume active growth in the appropriate season and to survive for a minimum of one year after acceptance by the Lottery, provided the recommended written care and maintenance procedures are followed by the Lottery. Maintenance includes, but is not limited to watering, fertilizing, mulching, pruning, protecting from unseasonable weather and all other normal cultural practices.

PART 18: SEEDING

A. Provide seeded lawns as shown and specified in the drawings in Attachment 1.

The work includes:

1. Soil preparation.
2. Seeding lawns, and other indicated areas.
3. Mulching.
4. Reconditioning existing lawns.

B. Related work:

1. Earthwork.
2. Sodding.
3. Trees, Plants, and Ground Covers.

C. The Contractor warrants all seeded areas to be installed according to specifications.

PART 19: MATERIALS

- A. Lawn seed: Recommendation of seed mix from local extension service for that area. Fresh, clean, and new crop seed mixture.
- B. Seed type: as specified on drawings or recommended from local extension service. A Tall Turf-Type fescue should be used in most lawn applications unless otherwise specified. Seed mix should be 80% to 100% germination.
- C. Fertilizer:
 - 1. Granular, non-burning product composed of not less than 50% organic, slow acting, guaranteed analysis professional fertilizer.
 - 2. Starter fertilizer containing 10% nitrogen, 10% phosphoric acid, and 10% potash by weight, or similar approved composition.
- D. Ground limestone: Containing not less than 85% of total carbonates and ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20 mesh sieve.
- E. Mulch
 - 1. Straw: Clean oat or wheat straw well seasoned before baling, free from mature seed-bearing stalks or roots of prohibited or noxious weeds. Should be free of rot and mildew.
 - 2. Cellion fiber mulch or equal.
- F. Water: Free of substance harmful to seed growth. Hoses or other methods of transportation furnished by Contractor. Water provided by Lottery on site.

PART 20: EXECUTION: SEEDING AND SODDING

INSPECTION

- A. Examine finish surfaces, grades, topsoil quality, and depth. Do not start seeding work until unsatisfactory conditions are corrected.

20.01 PREPARATION

- A. Limit preparation to areas which will be immediately seeded.
- B. Loosen topsoil of lawn areas to minimum depth of 3", if compacted. Remove stones over 1" in any dimension, sticks, roots, rubbish, and extraneous matter.
- C. Apply limestone at a rate to adjust pH of topsoil to not less than 5.5 nor more

than 6.8. Distributed evenly by machine and incorporate thoroughly into topsoil.

- D. Apply fertilizer to indicated turf areas at a rate equal to 1.0 lb. of actual nitrogen per 1,000 sq. ft. (220 lbs./acre).
- E. Grade lawn areas to a smooth, free-draining, even surface with a loose, moderately coarse texture.
- F. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to seeding.

20.02 INSTALLATION

A. Seeding:

1. Seed immediately after preparation of bed. Spring seeding between March 1 and June 15 and fall seeding between August 15 and November 1, or at such other times acceptable to the Lottery's Representative.
2. Seed indicated areas within contract limits. Areas outside contract limits disturbed as a result of construction operations will be charged according to area and in addition to contract.
3. Apply seed with a rotary or drop type distributor. Install seed evenly by sowing equal quantities in two (2) directions, at right angles to each other.
4. Sow grass seed at a rate recommended by type of seed used.
5. Incorporate seed into top 1/8" of soil and roll.

B. Mulching:

1. Place straw or fiber mulch on seeded areas within 24 hours after seeding.
 - (a). Place straw mulch uniformly in continuous blanket at the rate of 2 ½ tons per acre, or 2 bales per 1,000 sq. ft. of area. A mechanical blower may be used for straw mulch application when acceptable to the Lottery's Representative.
 - (b) A cellulose fiber or approved equal may be used in aqueous mixture at the rate of 1500 lbs./acre.

2. Secure straw to soil by approved methods.

PART 21: RECONDITIONING EXISTING LAWNS

- A. Analyze the condition of existing turf areas to remain, and determine the extent of necessary reconditioning. Provide unit cost and estimate of work. Obtain Lottery's approval prior to commencement of work.
- B. Recondition existing lawn areas damaged by Contractor's operations, including storage of materials or equipment and movement of construction vehicles, and existing lawn areas as indicated.
- C. Provide fertilizer, seed and soil amendments as specified for new lawns and as required to provide a satisfactorily reconditioned lawn. Provide topsoil as required to fill low areas and meet new finished grades.
- D. Cultivate bare and compacted areas thoroughly.
- E. Remove diseased or unsatisfactory lawn areas. Do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, stone, gravel, and other construction materials.
- F. Where substantial but thin lawn remains, rake, aerate if compacted, or cultivate soil; fertilize and seed.

21.01. MAINTENANCE

- A. Maintenance of installed and accepted seeded lawns will be performed by the Lottery.

21.02. ACCEPTANCE

- A. Seeded areas will be inspected at completion of installation and accepted subject to compliance with specified materials and installation requirements.
- B. Sections of the work may be accepted when complete upon agreement of the Lottery's Representative and the Contractor.
- C. Upon acceptance, the Lottery will assume lawn maintenance.

21.03 CLEANING

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operations.

21.04 SODDING

A. Provide sodded lawns as shown and specified. The work includes:

1. Soil preparation.
2. Sodding lawns.

B. Related work:

1. Earthwork.
2. Seeding.
3. Trees, Plants, and Ground Covers.

21.05 SUBMITTALS

A. Submit sod grower's certification of grass species. Identify source location.

21.06 DELIVERY, STORAGE, AND HANDLING

A. Cut, deliver and install sod within a 48-hour period.

1. Do not harvest or transport sod when moisture content may adversely affect sod survival.
2. Protect sod from dehydration prior to installation.

PART 22: PROJECT CONDITIONS

- A. Work notification: Notify Lottery's Representative at least five (5) working days prior to start of sodding operations.
- B. Protect existing utilities, paving, and other facilities from damage caused by sodding operations.
- C. Provide hose and lawn watering equipment as required. Lottery to provide water on site.

PART 23: WARRANTY

Disclaimer - Acts of God and other conditions beyond the landscape contractor's control such as vandalism shall not be the responsibility of the landscape contractor.

PART 24: PRODUCTS

24.01 MATERIALS

- A. Sod: As recommended by VPI and SU for the area or local Extension Service.
- B. Provide well-rooted, healthy sod. Provide sod uniform in color, leaf texture, density and development when planted.
 - 1. Furnish sod uniformly machine-stripped from $\frac{3}{4}$ " - 1 $\frac{1}{2}$ " thick with clean cut edges.
- C. Fertilizer:
 - 1. Granular, non-burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.
 - 2. Starter fertilizer containing 5% nitrogen, 10% phosphoric acid and 10% potash by weight, or according to special provisions.
- D. Ground limestone: Containing not less than 85% of total carbonates and ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20 mesh sieve.
- E. Water: Free of substance harmful to sod growth. Hoses or other methods of transportation furnished by Contractor. Water will be provided by the Lottery on site.

PART 25: EXECUTION

25.01 INSPECTION

- A. Examine finish surfaces, grades, topsoil quality, and depth. Do not start sodding work until unsatisfactory conditions are corrected.

25.02 PREPARATION

- A. Limit preparation to areas which will be immediately sodded.
- B. Loosen topsoil of lawn areas to minimum depth of 3", if compacted. Remove stones over 1" in any dimension, sticks, roots, rubbish, and extraneous matter.

- C. Apply limestone as required to adjust pH of topsoil to not less than 5.5 nor more than 6.8. Distribute evenly by machine and incorporate thoroughly into topsoil.
- D. Apply fertilizer at the rate equal to 1.0 lb. of actual nitrogen per 1,000 sq. ft. (220 lbs./acre). Apply fertilizer by mechanical rotary or drop type distributor: thoroughly and evenly incorporate it into the soil to a depth of 3" by disking or other approved methods. Fertilize areas inaccessible to power equipment with hand tools and incorporate it into soil.
- E. Grade lawn areas to smooth, free-draining and even surface with a loose, uniformly fine texture.
- F. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to sodding.

25.03 INSTALLATION

A. Sodding:

1. Lay sod to form a solid mass with tightly-fitted joints. Butt ends and sides of sod strips. Do not overlay edges. Stagger strips to offset joints in adjacent courses. Remove excess sod to avoid smothering of adjacent grass. Provide sod pad top flush with adjacent curbs, sidewalks, drains, and seeded areas.
 2. Install initial row of sod in a straight line, beginning at bottom of slopes, perpendicular to direction of the sloped area. Place subsequent rows parallel to and lightly against previously installed row.
 3. Tamp or roll with roller to ensure contact with sub-grade soil.
 4. Water sod thoroughly one time immediately after laying.
 5. Stake sod on slopes over 2:1 to anchor.
- B. Sod indicated areas within contract limits. Areas outside contract limits disturbed as a result of construction operations are the responsibility of the contractor.

25.02 MAINTENANCE

A. Maintenance of installed and accepted sodded lawns will be performed by the Lottery. Contractor to provide written care and maintenance instructions.

25.03 ACCEPTANCE

A. Sodded areas will be inspected at completion of installation and accepted subject to compliance with specified materials and installation requirements.

B. Inspection to determine acceptance of sodded lawns will be made by the Lottery's Representative, upon Contractor's request.

1. Sodded areas will be acceptable provided all requirements have been complied with, and a healthy, even-colored viable lawn is provided.

C. Sections of the work may be accepted when complete upon agreement of the Lottery's Representative and the Contractor.

D. Upon acceptance, the Lottery will assume lawn maintenance.

25.04 CLEANING

A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from sodding operations.

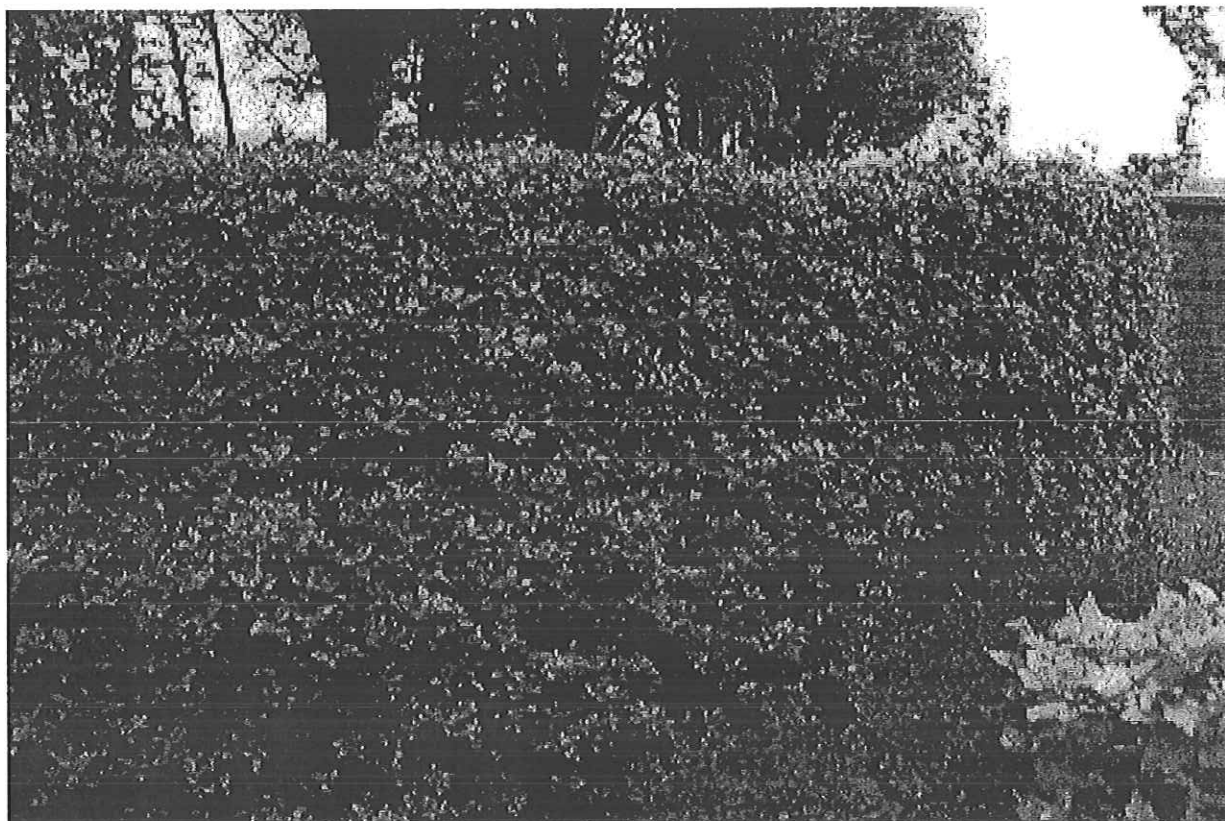
LOT485 COST BID

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
PHONE	
FAX	
EMAIL	
MATERIAL AND LABOR COST FOR SPECIFIED PLANTINGS PER ATTACHED DRAWING	A. \$ _____
MATERIAL AND LABOR COST TO REMOVE SPECIFIED TREES PER ATTACHED DRAWING	B. \$ _____
MATERIALS AND LABOR COST TO REMOVE SHRUBS PER ATTACHED DRAWING	C. \$ _____
MATERIALS AND LABOR TO RECONDITION TURF AREAS	D. \$ _____
TOTAL OF A + B + C + D	\$ _____

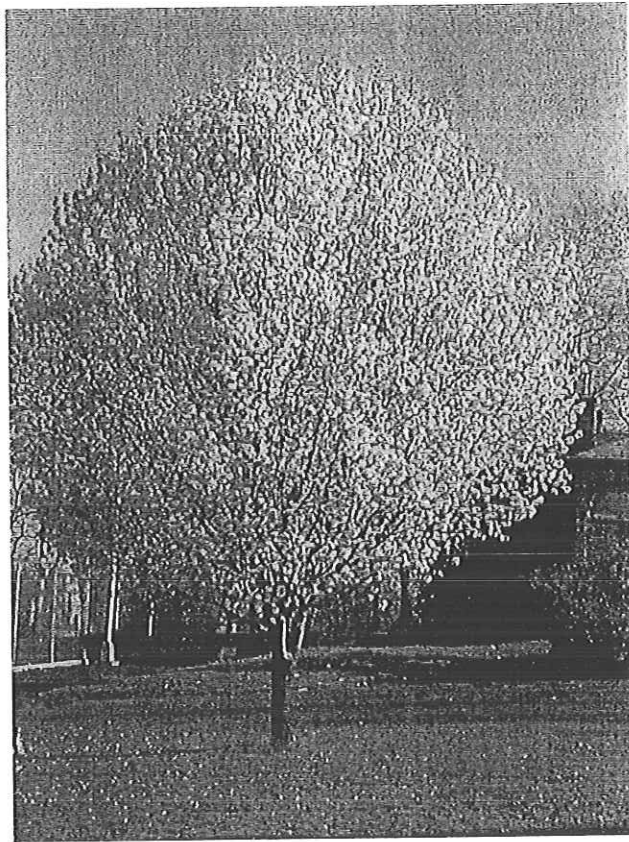
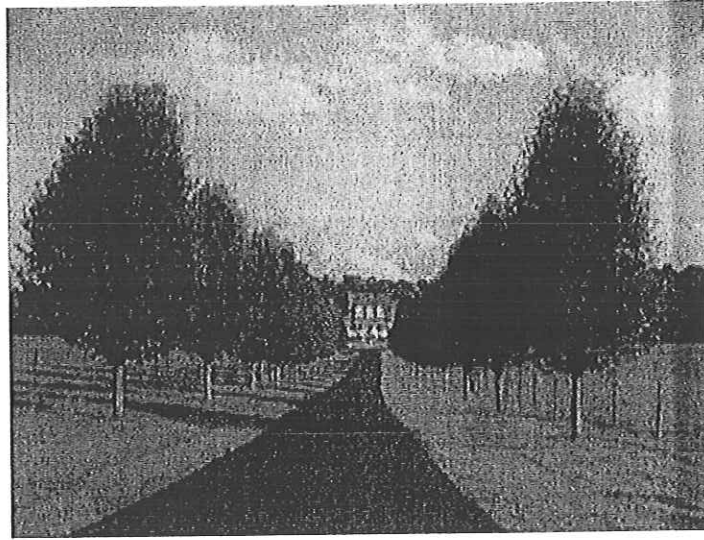
NOTE: Lottery may select A, B, C and D or any part thereof.

By my signature below I certify that the bid submitted meets or exceeds all the mandatory specifications of this RFQ. Additionally, I agree to provide any requested documentation and/or samples deemed necessary by the State of West Virginia to demonstrate compliance with said mandatory specifications.

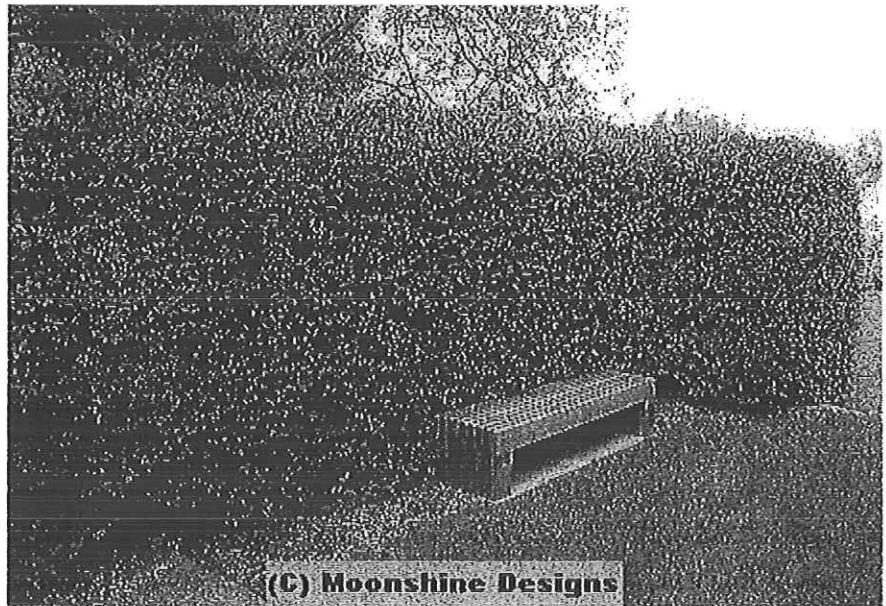
VENDOR SIGNATURE



Blue Boy Holly

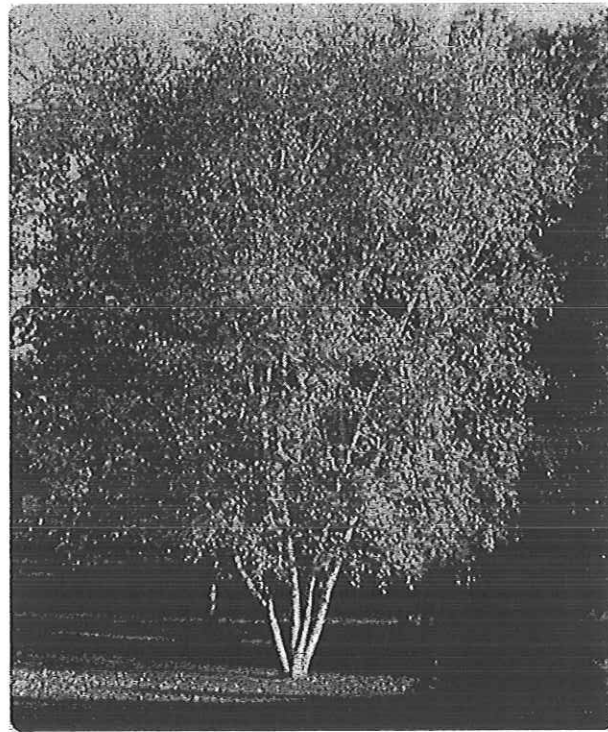


Bradford Pear Tree

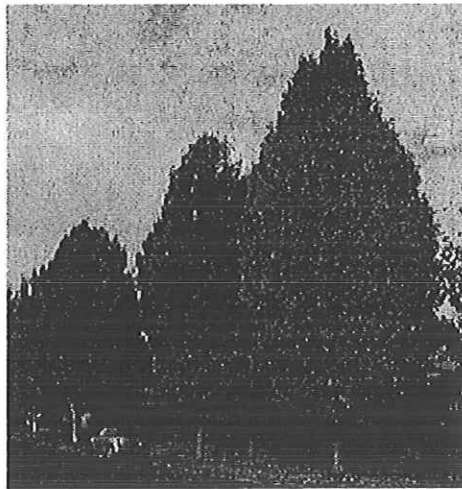
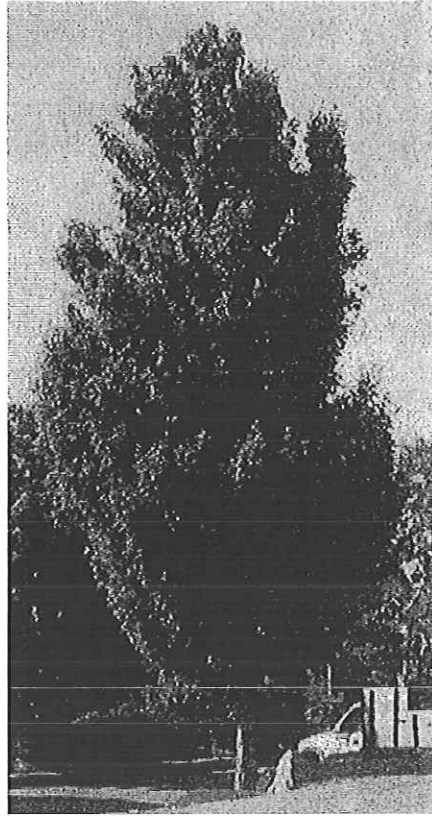


(C) Moonshine Designs

Burning Bush



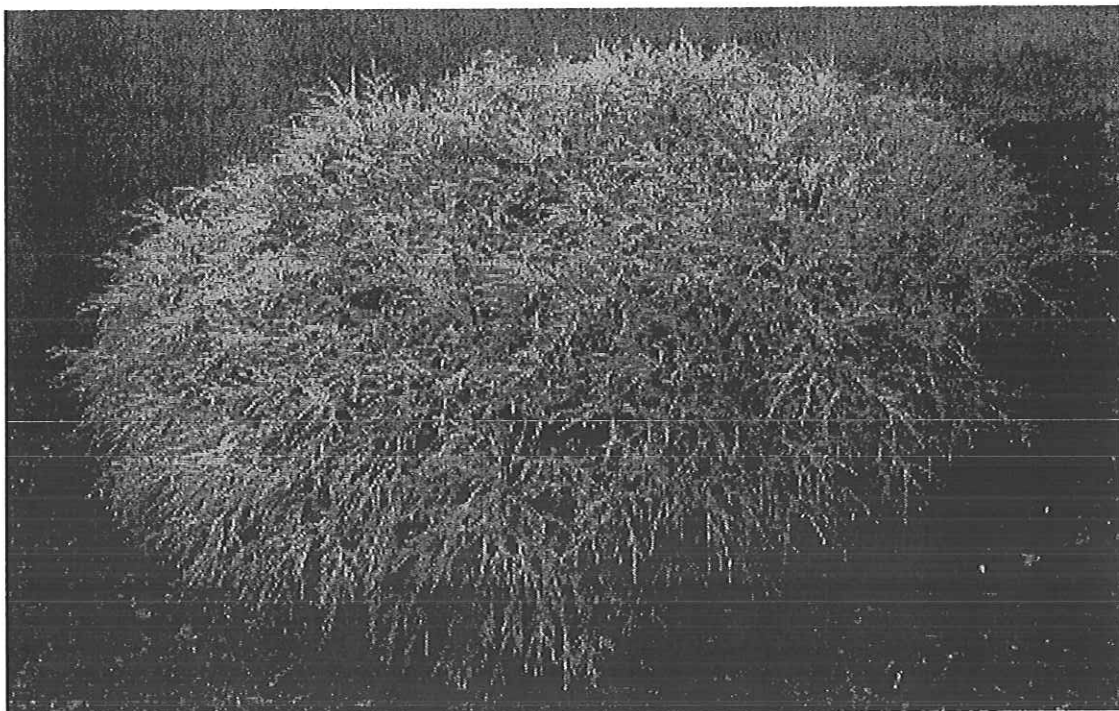
Clump Birch



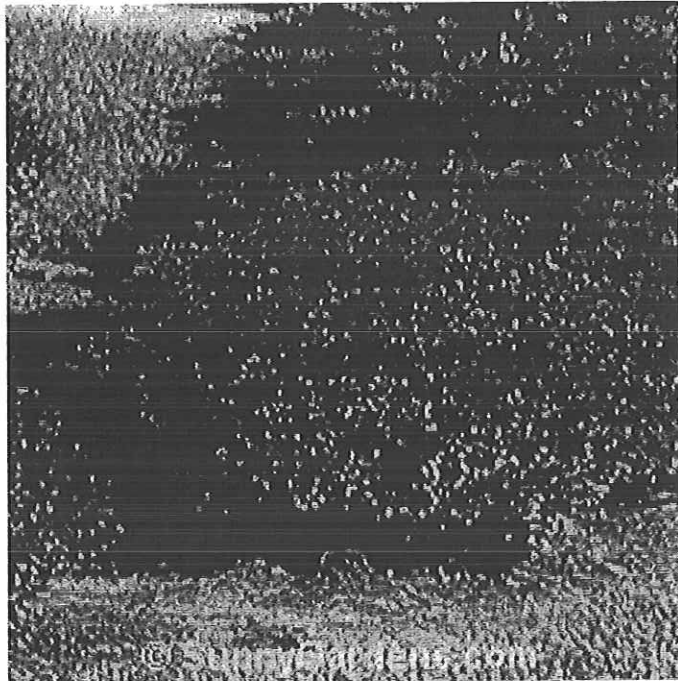
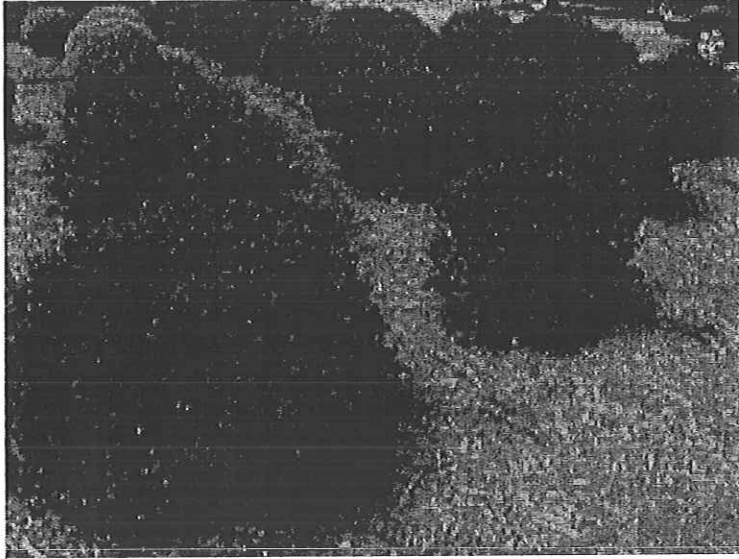
Columnar Maple



Common Boxwood



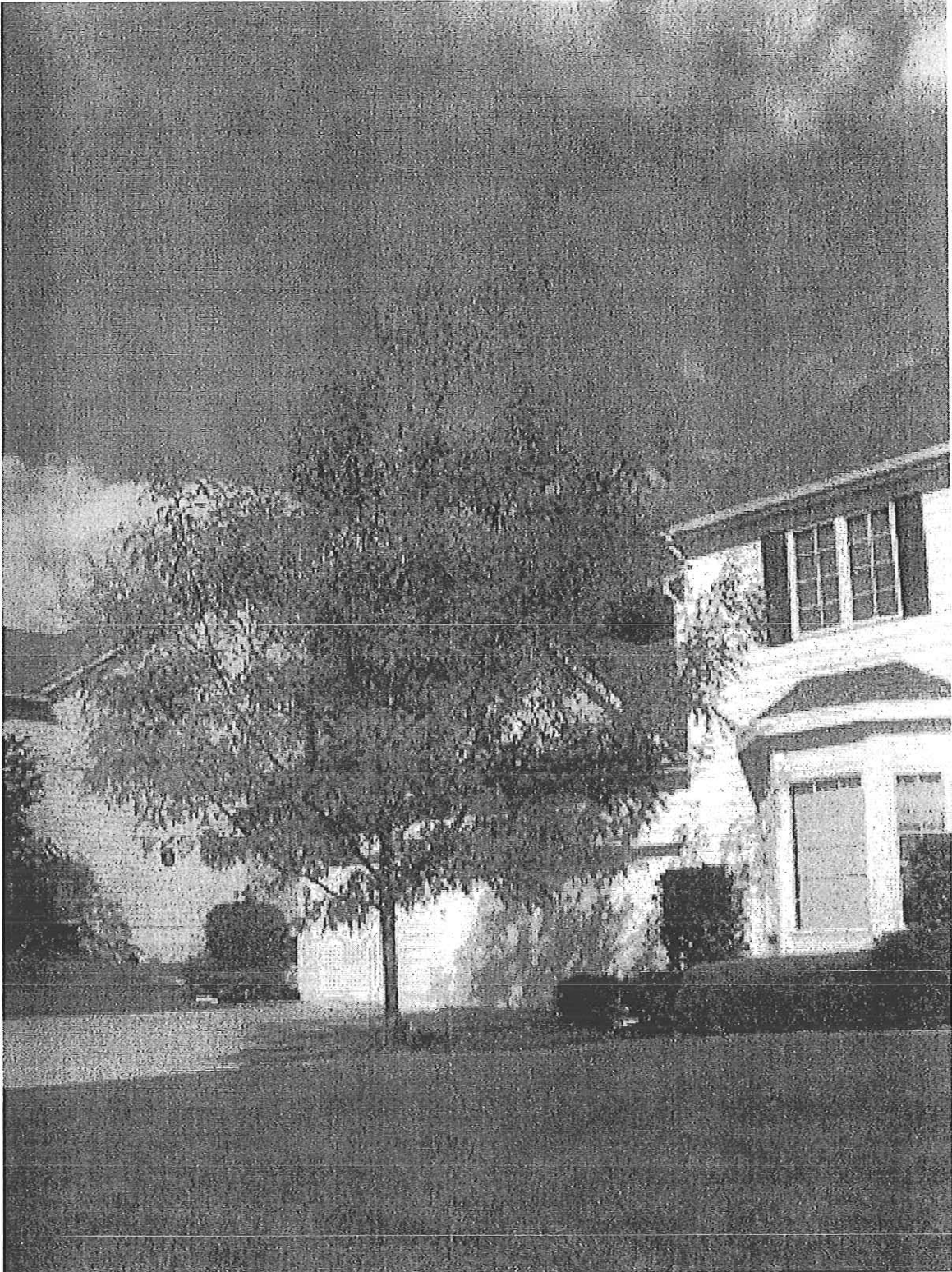
Gold Thread Cypress



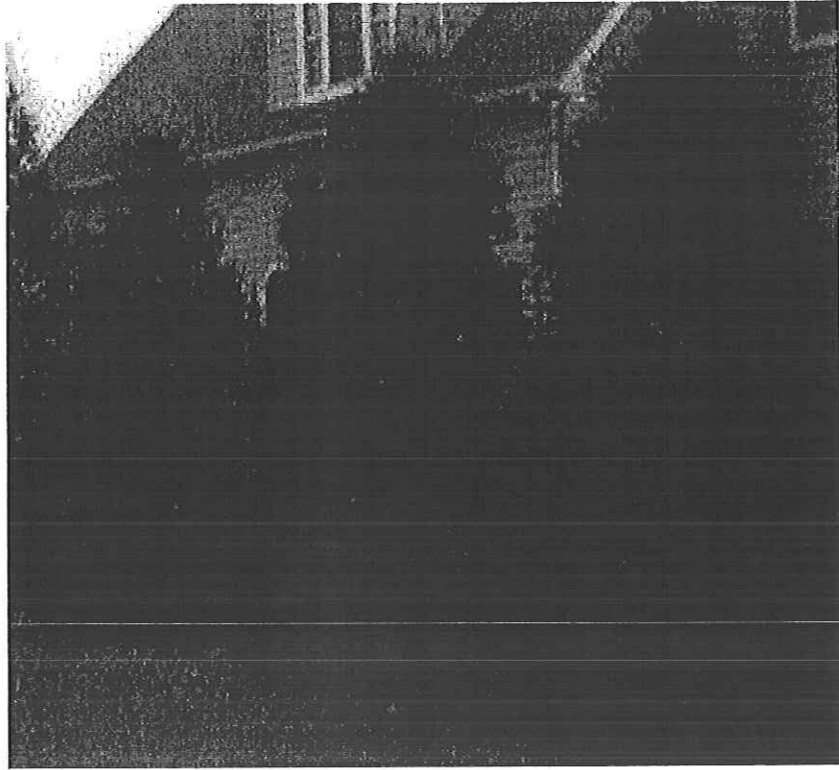
Japanese Barberry



Kousa Dogwood



Skyline Honey Locust



Western Arborvitae

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

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 _____

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.