



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
04/09/2012				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----  THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 03/29/2012 AND TO ATTACH THE MANDATORY PRE-BID MEETING SIGN IN SHEET.  ----- END OF ADDENDUM NO. 1 -----						

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](http://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.

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### 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).

## LOT485--LANDSCAPING SERVICE

### ADDENDUM No. 1

#### Specification Clarifications

1. Delete Bradford Pear on west side of building and change to Cleveland Pear
2. Delete all Western Arborvitae
3. When facing the front of the building, to the left of the steps use sod, and right of the steps use sod up to the flagpole. Use sod under all windows on front of the building.

#### Vendor Questions

1. Some lawn areas in front of the building were reviewed for sodding. Will these areas be further specified by exact location and size (square footage)?

Answer: See # 3 above

2. A sign is projected for the Southwest corner bed. Will it be installed before the landscaping is to be completed? It would definitely be easier to landscape after the sign is placed.

Answer: The sign will not be placed at the northwest corner. It will be added at a later time in a different location. Northwest corner bed to consist of Daylilies planted to match the Northeast corner.

3. Several trees need to be removed. The question was raised about totally removing the stumps or just grinding down the stumps. No definite answer was given. It would appear that in order to properly replant new trees the stumps would need to be completely removed.

Answer: It is ok to grind the stump(s) "if" there will be a raised mulch bed placed at the location afterward. Otherwise, the finished lawn must be level which would require removal of the stump.

4. Mention was made of possibly omitting the Western Arborvitae.

Answer: Delete all Western Arborvitae

5. An existing flagpole and circular bed are shown on the new plan to be replaced with a bed of Daylilies (northeast corner of parking lot). The flagpole, with a circular concrete walkway, is still in place. Will it be removed? Also, the number and variety of Daylily plants for the new bed is not specified. The number of plants will be different if the flagpole and walk remain.

Answer: The flagpole will remain. Plants should be spaced 18 inches apart. Provide plants in number to meet spacing requirement.

6. Mention was made of eliminating the two (2) Skyline Honey Locusts in the two islands along the northern parking strip.

Answer: Delete the two (2) Skyline Honey Locust.

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: LOT 485

Date: March 27 2012

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

Firm Name:	WV LOTTERY
Firm Address:	312 MacCORKLE AVENUE CHARLESTON WV 25314
Representative Attending:	BECKY JONES
Phone Number:	(304)558-0500 EXT 242
Fax Number:	(304)558-4183
Email Address:	bjones@wvlottery.com

Firm Name:	RSG Landscaping Inc.
Firm Address:	PO Box 830 Elkview WV 25071
Representative Attending:	JEFF STAFFORD
Phone Number:	304-340-8051
Fax Number:	
Email Address:	JSTAFFORD@RSGLandscaping.com

Firm Name:	Pro Scope
Firm Address:	2731 Fairclawn Ave Dunbar WV 25064
Representative Attending:	Bud Coffin
Phone Number:	304-766-1020
Fax Number:	same
Email Address:	westvirginia bud@yahoo.com

Firm Name:	Volley Gardens Inc.
Firm Address:	Box 5569 Charleston, WV 25304
Representative Attending:	Steve Wright
Phone Number:	304-539-6402
Fax Number:	304-345-5154
Email Address:	

Firm Name:	EMC
Firm Address:	PO Box 1264 St Albans WV 25177
Representative Attending:	Jeff Ray
Phone Number:	304 722 6078
Fax Number:	304 201 5296
Email Address:	Jeff.Ray@emcenvgt.com

Firm Name:	WV PURCHASING DIVISION
Firm Address:	
Representative Attending:	
Phone Number:	2012 MAR 27 PM 3:37
Fax Number:	
Email Address:	

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