

Instruction for Submitting a Bid

What do you need to submit with your bid?

Price Page Exhibit A

A signed WV96 (document provided)

When is it Due?

Must be received by 1PM January 24th

Who do you contact to see a map of the grounds?

Executive Director of Facilities Bob Cooper at 304-424-8265

Who do you send the bid proposal to?

Jeannine Ratliffe-Hetrick, CPO

300 Campus Drive

Parkersburg WV, 26104

Do we accept an emailed or faxed bid?

No. We will only accept a bid that is sealed and delivered via a mail service or courier or it can be dropped off in the Business Department at 300 Campus Drive. In either instance, it is very important that you clearly mark on the outside of the envelope the RFQ number and title.

RFQ-22-008 Grounds Services.

REQUEST FOR QUOTATION
RFQ-22-008
Grounds Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia University at Parkersburg to establish a contract for Grounds Services.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means mowing and general grounds maintenance as more fully described in these specifications.

 - 2.2 **“Pricing Page”** means the pages, Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1. N/A

4. **MANDATORY REQUIREMENTS:**
 - 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
 - 4.1.1 **See work specifications attached in EXHIBIT B**

 - 4.1.2 **Company or Individual must be insured.**

REQUEST FOR QUOTATION
RFQ-22-008
Grounds Services

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the **Pricing Page EXHIBIT A** by indicating an **all-inclusive annual price** for the items outlined in **EXHIBIT B Requirements and Deliverables**. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. PAYMENT: Agency shall pay the annual amount divided out by **twelve equal payments throughout the calendar year**, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

REQUEST FOR QUOTATION
RFQ-22-008
Grounds Services

- 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

- 10.2.1. Immediate cancellation of the Contract.
- 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
- 10.2.3. Any other remedies available in law or equity.

REQUEST FOR QUOTATION
RFQ-22-008
Grounds Services

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

EXHIBIT B Requirements and Deliverables

Contract Period: The contract period will be from March 1st, 2023 to February 29th, 2024

The services listed below will be provided by the Contractor at the Customer's Property.

Mowing

Mow the grass on the WVU-P's property at least every seven (7) days, or as weather permits to maintain an appropriate height for the type of grass and season to ensure a well-manicured and healthy appearance. The Contractor will be able to mow any day of the week, Sunday through Saturday, subject to scheduled events, weather, and other unforeseen circumstances. Grass clippings must be dispersed to avoid piles or windrows. Mowing patterns will be alternated to avoid tire wear. Designated lawn areas will be striped with each mowing. (contact head of facilities to see a map for designated areas legend)

Lawn Maintenance

All designated lawn areas are to be monitored for weeds and fungi activity continuously through the contract period and apply pesticides as needed.

Walking Trail Maintenance

Vegetation control will be provided for the entire length of the walking trail through the contract period.

Gravel, Sidewalk, and Pavement maintenance

Vegetation control will be provided for all gravel, sidewalks, and paved areas through the contract period.

Trimming

Grass around obstacles, such as light poles, sign posts, or any other obstacles where a mower cannot access, will be trimmed to maintain a well-manicured appearance at the same height of cut as mowing. Trimming will be done at the same approximate time that an area is mowed. Designated banks will be trimmed at least every 2 weeks.

Planting Bed Maintenance

Maintain all plant beds on WVU-P's property continuously through the contract period, which includes all planting beds, tree rings, and landscape areas being kept free and clear of all weeds. Apply mulch to all mulched areas during the spring. WVU-P will provide the mulch. During fall and Winter, remove summer annuals as they depreciate, remove perennials top growth as it depreciates, and prune non-flowering trees and shrubs as needed. Shrubs below 6 ft in height to be maintained as part of the weekly maintenance as needed.

Edging

All sidewalks and curbs shall be edged with a mechanical metal blade as needed.

Leaf Removal

Leaves will be removed from WVU-P's property, or mulched in place, at least every fourteen (14) days during the fall and winter until trees have dropped all foliage.

Fertilizing

Fertilizing will be completed by the contractor. There will be 3 fertilizer applications during the contract period. A spring slow release nitrogen fertilizer, with pre-emergence, application will be made in March or April to all designated areas. A mid-summer application of slow release nitrogen will be made in July. During summer months, take soil samples for analysis and

EXHIBIT B Requirements and Deliverables

recommendations for all designated areas for a fall application of lime and fertilizer. During September or October, apply recommended lime and fertilizer. WVU-P will provide lime, fertilizer, and pre-emergence for all applications.

Storage

WVU-P can provide storage space for equipment if needed.

Courtyard

All work listed above will also be completed in the courtyard.

All sidewalks, curbs, driveways, and ground level patios shall be blown clean of all grass cuttings, dirt and debris at each visit.

**EXHIBIT A
PRICING PAGE**

1.01 FOR:

A. Service/Product: **GROUNDS SERVICES**

1.02 DATE: _____

1.03 SUBMITTED BY:

A. Vendor Name _____
1. Address _____
2. City, State, Zip _____
3. Representative _____

1.04 PRICES

A. The following is an **Annual Price** not to exceed for the work as listed in EXHIBIT B.

\$ _____

1.05 RESPONSE TIME & AVAILABILITY

A. Contract will begin immediately.

1.06 VENDOR REGISTRATION

A. WV Vendor Registration # _____

1.07 SIGNATURE(S)

(Authorized signing officer)

(Print Authorized signing officer, Title)

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): West Virginia University at Parkersburg

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: _____

Vendor: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____